

AMENDMENT NO. 1 TO SERVICE AGREEMENT

This Amendment No. 1 to Service Agreement ("Amendment No. 1") is dated June 6, 2023 ("Effective Date") and is between Allvest Information Services, Inc., dba Vant4ge, a Washington corporation, whose address is P.O. Box 1802, Salt Lake City, UT 84110 ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. On June 2, 2015, the County and the Contractor entered into Agreement No. A-15-216 (the "Original Agreement"), to provide internet-based licensing of, access to, and use of certain automated, evidence-based, risk-assessment software applications, and related services, for the purpose of managing and monitoring adult and juvenile probationers within Fresno County.

B. On April 9, 2019, the County and the Contractor entered into County agreement number A-19-167 ("Agreement"), which superseded the Original Agreement, to continue internet-based licensing of, access to, and use of certain automated, evidence-based, risk-assessment software applications, and related services, for the purpose of managing and monitoring adult and juvenile probationers within Fresno County, through Vant4gePoint, a collaborative Rehabilitation Management System.

C. Vant4gePoint includes risk-assessment software applications such as the M-PACT, STRONG-R, CSE-IT, Static-99, and DRAI 2.0. The Contractor provided training, as part of the Agreement, to help staff become familiarized with these applications and other related services, followed by a one-time Train-The-Trainer (TTT) Certification training for up to fifteen (15) participants. For this TTT Certification, the Contractor provides additional training for select staff, who are intended to conduct ongoing training for end-users.

D. Due to unanticipated high staff turnover and the need to again effectively train end-users to utilize the above-mentioned applications, the Probation Department needs to acquire additional TTT Certification training, and increase the number of staff participants in the TTT training from fifteen (15) to twenty (20).

1 E. The Contractor represents that it is able to increase training slots for staff trainers and
2 continue providing the County with an additional session of the TTT Certification annually, as
3 described in Exhibit A-1 and incorporated herein by this reference.

4 F. The County and the Contractor now desire to amend the Agreement to increase
5 maximum compensation, as described in Exhibit B-1 and incorporated herein by
6 this reference, to add an annual training for the TTT Certification component to include up to
7 twenty (20) participants.

8 The parties therefore agree as follows:

9 1. Section 6, entitled "COMPENSATION/INVOICING", of the Agreement located at on page
10 ten, lines twelve through twenty-eight, and page eleven, lines one through five, is deleted in its
11 entirety and replaced with the following:

12 "COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR, and
13 CONTRACTOR agrees to receive compensation as set forth in Exhibit B and
14 Exhibit B-1. The Tool Development and Validation portion of the Agreement shall
15 be invoiced upon execution of this Agreement, and CONTRACTOR shall submit
16 quarterly invoices in triplicate to the County of Fresno Probation Department,
17 3333 E. American Avenue, Suite B, Fresno, California 93725.

18 In no event shall compensation paid for services performed under this
19 Agreement exceed Two Hundred Eighteen Thousand Seven Hundred Dollars
20 (\$218,700) from the Effective Date through March 31, 2020. In no event shall
21 compensation paid for services performed under this Agreement exceed One
22 Hundred Seventy-Six Thousand Two Hundred Dollars (\$176,200) for years two
23 through year four of the Agreement (through 2023). In no event shall
24 compensation paid for services performed under this Agreement exceed One
25 Hundred Ninety-One Thousand Two Hundred Dollars (\$191,200) for year five of
26 the Agreement. In no event shall compensation paid for services performed
27 under this Agreement exceed the amount of One Hundred Ninety-Six Thousand
28 Two Hundred Dollars (\$196,200) annually thereafter, for each additional year

1 during the term of this Agreement. In no event shall compensation paid for services
2 for the initial five-year term of this Agreement exceed Nine Hundred Thirty-Eight
3 Thousand Five Hundred Dollars (\$938,500). If the Agreement is extended for a
4 sixth year, in no event shall the compensation paid for the total six-year term
5 exceed One Million One Hundred Thirty-Four Thousand Seven Hundred Dollars
6 (\$1,134,700). If the Agreement is extended for a seventh year, in no event shall
7 the compensation paid for the total seven-year term exceed One Million Three
8 Hundred Thirty Thousand Nine Hundred Dollars (\$1,330,900). It is understood
9 that all expenses incidental to CONTRACTOR's performance of services under
10 this Agreement shall be borne by CONTRACTOR.

11 CONTRACTOR shall submit quarterly invoices referencing the County
12 agreement Number, as noted on page 1 of this Agreement. CONTRACTOR shall
13 submit invoices to the County of Fresno, Probation Department Business Office,
14 3333 E. American Avenue, Suite B, Fresno, CA 93725 or to
15 ProbationInvoices@fresnocountyca.gov. Payments by COUNTY shall be made
16 within forty-five (45) days after receipt of CONTRACTOR's properly completed
17 invoices. Such payments shall be mailed to the CONTRACTOR's address
18 identified on page 1 of this Agreement."

19 2. Section 2, entitled "OBLIGATIONS OF THE CONTRACTOR", paragraph A, of the
20 Agreement, located at page four, lines one through four, is deleted in its entirety and replaced
21 with the following:

22 "A. CONTRACTOR shall provide the use of certain automated, evidence-
23 based, risk-assessment software applications, including Vant4gePoint, and
24 related services, for the purpose of managing and monitoring adult and juvenile
25 probationers within Fresno County, in accordance with the Scope of Work,
26 attached as Exhibit A and Exhibit A-1, and incorporated by reference."

27 3. When both parties have signed this Amendment No.1, the Agreement, and this
28 Amendment No. 1 together constitute the Agreement.

- 1 4. The Contractor represents and warrants to the County that:
- 2 a. The Contractor is duly authorized and empowered to sign and perform its obligations
- 3 under this Amendment No. 1.
- 4 b. The individual signing this Amendment No. 1 on behalf of the Contractor is duly
- 5 authorized to do so and his or her signature on this Amendment No.1 legally binds
- 6 the Contractor to the terms of this Amendment No. 1.
- 7 5. The parties agree that this Amendment No. 1 may be executed by electronic signature
- 8 as provided in this section.
- 9 a. An “electronic signature” means any symbol or process intended by an individual
- 10 signing this Amendment No. 1 to represent their signature, including but not limited
- 11 to (1) a digital signature; (2) a faxed version of an original handwritten signature; or
- 12 (3) an electronically scanned and transmitted (for example by PDF document)
- 13 version of an original handwritten signature.
- 14 b. Each electronic signature affixed or attached to this Amendment No. 1 is deemed
- 15 equivalent to a valid original handwritten signature of the person signing this
- 16 Amendment No. 1 for all purposes, including but not limited to evidentiary proof in
- 17 any administrative or judicial proceeding, and (2) has the same force and effect as
- 18 the valid original handwritten signature of that person.
- 19 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
- 20 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
- 21 2, Title 2.5, beginning with section 1633.1).
- 22 d. Each party using a digital signature represents that it has undertaken and satisfied
- 23 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
- 24 through (5), and agrees that each other party may rely upon that representation.
- 25 e. This Amendment No. 1 is not conditioned upon the parties conducting the
- 26 transactions under it by electronic means and either party may sign this Amendment
- 27 No. 1 with an original handwritten signature.
- 28

6. This Amendment No. 1 may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment No. 1.

7. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

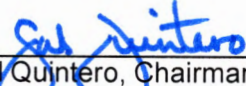
1 The parties are signing this Amendment No. 1 on the date stated in the introductory
2 clause.

3 Allvest Information Services, Inc., dba
4 Vant4ge

5 
6 Sean Hosman, Chief Executive Officer

7 PO Box 1802
8 Salt Lake City, UT 84110

COUNTY OF FRESNO

9 
10 Sal Quintero, Chairman of the Board of
11 Supervisors of the County of Fresno

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

12 By: 
13 Deputy

14 For accounting use only:

15 Org No.: 34309999
16 Account No.: 7295
17 Fund No.: 0001
18 Subclass No.: 10000
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Vant4ge shall train up to (20) Fresno County employees, who will then be able to train additional Fresno County Staff as needed.

Project Deliverables

Deliverable 1 – Train the Trainer Training

Vant4ge shall provide a 5 day train the trainer course that will include the following:

5-Day Train-the-Trainer Certification (TTT) Agenda		
Day One		Day Two
Welcome/Introductions/Pretest		Welcome/Review of Day One
Module 1: Overview of EBP and PEI <ul style="list-style-type: none"> Evidence Based Practices Principles of Effective Intervention Overview and Research Risk Needs and Responsivity 		Module 6: Vant4gePoint Assessment Scoring and Reports <ul style="list-style-type: none"> Introduction to Vant4gePoint 2.0
Module 2: Assessment Interviewing Skills <ul style="list-style-type: none"> Motivational Interviewing Role Clarification 		Software Practice
Module 3: Assessment Administration Protocols		Module 7: Introduction to Case Planning <ul style="list-style-type: none"> SMART Goals Case File Review Part Two: Case Plan
Module 4: Assessment Administration Processes and Semi-Structured Interviewing <ul style="list-style-type: none"> Case File Review Part One: Assessment 		Module 8: Vant4gePoint Case Planning <ul style="list-style-type: none"> Assessment and Case Planning Practice
Module 5: Assessment Demonstration/Practice <ul style="list-style-type: none"> The Triad Exercise 		Software Practice
Wrap-up/Review		Wrap-up/Post-Test
Day Three	Day Four	Day Five
Welcome/Review	Welcome/Review	Welcome/Review
Introduction to TTT Material and Process	Prep for teach backs	Introduction to Software teach back process
Prep for teach backs	Team teach backs and Feedback	Prep for teach backs
Team teach backs and Feedback	Debrief of teach back Process	Team teach backs and Feedback
Wrap-up/Review	Wrap-up/Review	Debrief/Review

Deliverable 2 & 3 – Train the Trainer - Recurring Annually

Yearly recurring funds shall be allocated for additional training by Vant4ge staff to train additional County staff as needed per the request of County. Training will include the same outline stated in Deliverable 1, but is subject to change by Vant4ge staff if training criteria is modified.

Cost

Description	Cost
Deliverable 1: Train the Trainer	\$15,000
Deliverable 2: Yearly Recurring Training Funds Year 6	\$20,000
Deliverable 3: Yearly Recurring Training Year 7	\$20,000

Proposed Timeline

Event	Date
Deliverable 1: Train the Trainer Training <ul style="list-style-type: none">• Up to 20 participants• ~40 hours• 5 days for 8 hrs. per day	TBD
Deliverable 2: Train the Trainer Training <ul style="list-style-type: none">• Same criteria as stated in Deliverable 1• For <i>annual</i> training requested by County	TBD (year 6)
Deliverable 3: Train the Trainer Training <ul style="list-style-type: none">• Same criteria as stated in Deliverable 1• For <i>annual</i> training requested by County	TBD (year 7)

Recurring Annual Train the Trainer Training may be extended two additional consecutive twelve-month periods upon written approval of both parties

Project Assumptions and Dependencies

Vant4ge requires the use of a current web browser (met with either Google Chrome and/or Microsoft Edge) for the greatest effectiveness in the use of the software for these tools. All candidates must be present for all days of the training.

Change Management

Any changes to the scope and deliverables must be defined, estimated and approved mutually with an amendment to this statement of work definition.