

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 9th day of April, 2019 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California, ("COUNTY"), and Allvest Information Services, Inc., dba Vant4ge, a Washington corporation, whose address is P.O. Box 1802, Salt Lake City, UT 84110, ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY desires to enter into this 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;

WHEREAS, CONTRACTOR has represented that it can continue to provide COUNTY with licenses and access to, and use of, certain automated, evidence-based, risk-assessment software applications, including its software program, Vant4gePoint, and related services, so that COUNTY can achieve its purpose of managing and monitoring adult and juvenile probationers within Fresno County, and CONTRACTOR is ready, willing and able to enter into this Agreement to continue to provide such access and services;

WHEREAS, the COUNTY and CONTRACTOR previously entered into a potential five-year Agreement, No. A-15-216 (the "Original Agreement"), for a total maximum compensation payable under the Original Agreement of \$525,000, effective July 1, 2015; and

WHEREAS, the needs of the COUNTY and CONTRACTOR have changed; CONTRACTOR will upgrade COUNTY from Assessments.com Enterprise Application (AEA) to Vant4gePoint, a Collaborative Rehabilitation Management System. Specifically, COUNTY will be utilizing the Assessments, Case Planning, Integration, and Business Intelligence modules, and legacy data will be migrated, and the parties would like to replace and supersede the Original Agreement with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties agree that the Original Agreement shall be superseded and replaced in its entirety by this Agreement, and further agree as follows:

1 1. DEFINITIONS OF TERMS

2 For the purposes of this Agreement, the terms set forth below shall have the following meanings:

3 “Access” means the ability of COUNTY to operate accurately and effectively from all its
4 respective work environments, the CONTRACTOR-hosted Vant4gePoint applications, and the System.

5 “Account Setup/Configuration” means the initial Access-related setup of each COUNTY
6 employee’s information into Vant4gePoint, and any other System configurations activities, necessary to
7 insure proper Access to full functioning Vant4gePoint applications and System as defined herein.

8 “Anonymized” means Data Information that has been stripped of all identifying information that
9 can tie it to a specific individual such that said information cannot thereafter be used to identify the
10 individual.

11 “Customization” means modifications to Vant4gePoint to meet specific COUNTY needs.

12 “Data Information” means the physical, logical, electronic, magnetic, paper, verbal, written or
13 other confidential information and records that have been entered or transferred into, or are stored in,
14 Vant4gePoint and Systems, and storage devices related thereto, as well as any communications to or
15 from the COUNTY relating to its probationers and using Vant4gePoint and System in any way
16 whatsoever.

17 “Hosting” means providing and maintaining the facility that stores the physical computer and
18 network structure that (i) runs Vant4gePoint, (ii) stores and backs up the Data Information, (iii) secures
19 the Data Information, and (iv) makes the application and stored Data Information available to the
20 COUNTY through an internet-connected personal computer interface.

21 “Integration” means an optional process provided by CONTRACTOR to COUNTY by which a
22 computer-controlled interface is created between Vant4gePoint and existing COUNTY case
23 management systems, pursuant to which Data Information is periodically transferred from one
24 automated environment to another in a secure manner.

25 “Intellectual Property” means all intellectual property rights related to the assets or businesses of
26 CONTRACTOR, including: patents; copyrights; trade names; trademarks; service marks; trade secrets;
27 inventions; databases; names and logos; trade dress; technology; know-how; and, other proprietary
28 information and licenses from third parties granting CONTRACTOR the right to use any of the foregoing.

1 The term "Intellectual Property" also includes: all computer applications, programs and other software,
2 including without limitation operating software, firmware, middleware, and design software; all design
3 tools, System documentation and instructions; databases; product literature; artwork; design,
4 development and manufacturing files; formulations and specification; quality records and reports; and,
5 other books records, studies, surveys, reports, plans and documents. The term Intellectual Property
6 does not include the Data Information.

7 "Maintenance" means all updates and modifications to any and all applications, underlying
8 software, computer equipment, networks and operating systems, done on either a periodic or an
9 emergency basis, that are needed to maintain the functionality, Security and operational viability of
10 Vant4gePoint and the System.

11 "Vant4gePoint" is a collaborative rehabilitation management system that will be integrated with
12 Fresno County Probation's Probation Records and Information Management System (PRI MS) and
13 Juvenile Automation System (JAS). The applications included in Vant4gePoint are STRONG-R, M-
14 PACT, CSE-IT, Static-99, and DRAI 2.0.

15 "Security" means protection against the unauthorized use (including but not limited to
16 unauthorized downloading, unauthorized viewing, unauthorized copying and unauthorized forwarding),
17 loss, misuse and alteration of any COUNTY information under CONTRACTOR's control.

18 "System" means the complete automated technological environment maintained by the
19 CONTRACTOR, which environment supports all aspects of Vant4gePoint, and makes said applications
20 available to COUNTY users. System includes, but is not limited to, servers, storage devices, networks,
21 communication hardware, operating systems, purchased software, developed software, compilers, and
22 backups.

23 "Training" means the process of informing and familiarizing COUNTY personnel in the use of
24 Vant4gePoint at sites and times determined by the COUNTY. Training includes all CONTRACTOR staff,
25 training materials and Systems required to comprehensively communicate and instruct COUNTY
26 employees.

27 2. OBLIGATIONS OF THE CONTRACTOR

28

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

5 B. CONTRACTOR shall complete training activities associated with Vant4gePoint on
6 the timeline determined by the County and communicated to CONTRACTOR in writing. On-site training
7 shall be conducted by CONTRACTOR in classes with no more than thirty (30) trainees per class.

8 C. COUNTY may request in writing that CONTRACTOR provide Customization
9 services, or other additional services, which request may be made at any time during the term of this
10 Agreement. CONTRACTOR shall supply quotes and performance timeframes for requested series
11 within thirty (30) days from receiving COUNTY's written request, and CONTRACTOR shall initiate
12 activity within thirty (30) days of receiving written or email approval for same from COUNTY.

13 D. In performing its obligations pursuant to the terms of this Agreement, including but
14 not limited to CONTRACTOR's obligations to provide Training, Customization and Integration,
15 CONTRACTOR shall meet or exceed each and every one of the following standards of performance:

16 (1) COUNTY users shall be able to log-on successfully and access
17 Vant4gePoint using Microsoft Edge, version 42 or greater or Google Chrome, version 71 or greater,
18 while running Microsoft Windows 10.0 or greater from their workstations. We require accessing
19 Vant4gePoint using mobile devices such as Apple iPhone or iPad using iOS 11 or greater; Android
20 smartphones with OS Version 8 or greater from manufactures Samsung, Google, LG, or Motorola.

21 (2) The page navigation function of Vant4gePoint shall work reliably and
22 accurately at all times;

23 (3) Vant4gePoint shall perform reliably and with full functionality when Data
24 Information is entered or transferred or otherwise input into the System;

25 (4) Data Information entered or transferred or otherwise input into the System
26 shall appear on-screen reliably and accurately when called-up by COUNTY users utilizing Vant4gePoint;
27 and
28

1 (5) The search functions native to Vant4gePoint shall reliably and accurately
2 return the correct records.

3 E. Security: CONTRACTOR shall implement and maintain all Security policies,
4 processes, procedures, software and actions as needed to protect and preserve COUNTY's Data
5 Information, and COUNTY's use thereof, including but not limited to the following: (i) regular, complete
6 backup of COUNTY's Data Information as well as all other data needed to maintain the full functionality
7 of Vant4gePoint together with COUNTY's use of the Data Information therewith; (ii) reliable recovery
8 processes and software; (iii) user identification and password encryption procedures and software; (iv)
9 effective and regularly updated firewall software; (v) secure and encrypted Data Information
10 communications systems and procedures; and (vi) a secure operations center based on current industry
11 standards that is sufficient to prevent the loss and/or disclosure or transmission of Data Information to
12 unauthorized third parties. Access to Vant4gePoint shall be with an encrypted and valid User
13 identification and password combination. Password protected information shall be accessible only to
14 authorized COUNTY users. COUNTY Data Information shall not be communicated, transferred or
15 conveyed to any other entity, including State or Federal governments, without the express written
16 permission of the COUNTY.

17 F. Confidentiality: CONTRACTOR acknowledges that any Data Information that may
18 come into CONTRACTOR's possession or knowledge pursuant to this Agreement or pursuant to the
19 performance of CONTRACTOR's obligations hereunder is confidential and the unauthorized disclosure
20 of said Data Information to, or use by, third parties is hereby expressly prohibited. CONTRACTOR
21 agrees: (i) to hold all Data Information in the strictest confidence; (ii) not to make use of the Data
22 Information or any part thereof for any purpose other than the performance of CONTRACTOR's
23 obligations pursuant to this Agreement; (iii) to release the Data Information only to authorized
24 employees of CONTRACTOR or subcontractors of CONTRACTOR requiring such information, and only
25 under such conditions and care as will maintain and protect the confidentiality of the Data Information
26 from unauthorized disclosure by said employees or subcontractors, and only after obtaining a signed
27 written agreement with said employees or subcontractors to protect the confidentiality of the Data
28 Information; (iv) not to release or disclose the Data Information to any other party without the prior

1 written approval of the COUNTY; and (v) to disclose to the COUNTY any breach or compromise of data
2 within 24 hours of such occurrence. CONTRACTOR further agrees to return all such data information in
3 Microsoft SQL (.BAK) backup file format with entire data base structure including all data tables and
4 data transaction logs to the COUNTY at the expiration or termination of this Agreement, as well as to
5 destroy any and all back-up copies and prior versions and/or formats of the Data Information in
6 CONTRACTOR's possession at such time. CONTRACTOR may aggregate Data Information obtained
7 from COUNTY using Vant4ge products and services under the terms of this Agreement for research and
8 statistical purposes but only if (a) the Data Information so used is anonymized and (b) such aggregation
9 is specifically authorized in writing by COUNTY. This section shall not impose any obligation on the
10 CONTRACTOR regarding any information that is: (1) publicly known at the time of its disclosure; (2)
11 already fully known to the receiving party at the time it is furnished to such party by the CONTRACTOR,
12 and such knowledge was obtained in full compliance with the law and the provisions of the prior
13 paragraph hereinabove; or (3) independently developed by the receiving party without use of the
14 proprietary Data Information.

15 G. Maintenance: CONTRACTOR shall at all times maintain Vant4gePoint, the
16 System and Data Information, as well as maintain any Customization, Implementation, and Integration
17 performed for COUNTY in relation thereto. CONTRACTOR's performance of its Maintenance
18 obligations shall be undertaken and completed in such a way that the operation and functionality of
19 Vant4gePoint and the System shall not be negatively affected during regular business hours. All
20 Maintenance required hereby will be at CONTRACTOR's sole expense and will not be an additional cost
21 to the COUNTY.

22 H. Support: CONTRACTOR will establish, provide and maintain customer support of
23 Vant4gePoint and the System to the COUNTY.

24 (1) CONTRACTOR's customer support obligation shall include the following
25 communication channels:

26 (a) Telephone Support: CONTRACTOR shall maintain telephone
27 support from a help desk between 7:30 a.m. and 4:00 p.m. Pacific Time, to assist COUNTY in reporting
28 problems and in providing first-line support in the use and operation of Vant4gePoint and the System.

1 (b) Internet Email: CONTRACTOR shall maintain an email address for
2 the express purpose of providing customer support to COUNTY, which email address shall be
3 support@vant4ge.com. CONTRACTOR shall maintain email support during Regular Business Hours to
4 assist COUNTY in reporting errors and in providing first-line support in the use and operation of
5 Vant4gePoint and the System.

6 (2) CONTRACTOR and COUNTY agree that COUNTY's point of contact for
7 Maintenance and support of Vant4gePoint and the System shall be designated staff from the COUNTY,
8 who will act as the support liaisons between CONTRACTOR and COUNTY.

9 CONTRACTOR shall at all times make a reasonable effort to provide
10 modifications or additions to correct errors in Vant4gePoint and the System, as reported by COUNTY to
11 CONTRACTOR. Upon notification from COUNTY of an error, whether via telephone or email,
12 CONTRACTOR will assign a priority level to the error, which priority level shall be determined according
13 to the following criteria:

14 (1) Priority A: An error that results in Vant4gePoint and the System being
15 substantially or completely nonfunctional or inoperative. CONTRACTOR agrees to provide a correction
16 or "work-around" solution to Priority A errors within two (2) business days after said error is first reported
17 to the CONTRACTOR , and a full solution to such errors no later than fifteen (15) business days after
18 said error is first reported to the CONTRACTOR.

19 (2) Priority B: An error that results in Vant4gePoint and the System operating
20 or performing other than as represented, but which does not have a material adverse impact on the
21 performance of Vant4gePoint and the System. CONTRACTOR agrees to provide a correction or "work-
22 around" solution to Priority B errors within seven (7) business days after said error is first reported to the
23 CONTRACTOR , and a full solution to such errors no later than thirty (30) business days after said error
24 is first reported to the CONTRACTOR.

25 CONTRACTOR will make all reasonable efforts to correct any and all errors or
26 provide a work-around solution for each priority level and, if a work-around is the immediate solution, will
27 make reasonable efforts to provide a final resolution of the Error.

1 I. Continued development of Vant4gePoint: CONTRACTOR shall continue in its
2 efforts to improve Vant4gePoint without: (i) impacting Vant4gePoint' evidence-based efficacy; (ii)
3 changing Vant4gePoint' operational usability (requiring additional training); (iii) requiring the COUNTY to
4 incur greater costs than outlined in this contract; or (iv) putting at risk the statistical validity of
5 Vant4gePoint. CONTRACTOR's improvements may be cosmetic, may include added features, and may
6 involve the release of new versions of the original tool or modifications thereto. Depending upon the
7 COUNTY's Instructions, the CONTRACTOR will either continue to support the current version of
8 Vant4gePoint, or, with written approval from the Chief Probation Officer or his designee, implement the
9 modified or newer version of Vant4gePoint.

10 3. OBLIGATIONS OF THE COUNTY

11 A. COUNTY shall compensate CONTRACTOR as set forth in Section 6 of this
12 Agreement, and shall monitor the outcomes achieved by the CONTRACTOR.

13 B. COUNTY shall maintain a primary contact person for the coordination and
14 communication of Agreement-related activities and payments.

15 C. COUNTY shall make available all on-site training facilities required by the
16 CONTRACTOR to accomplish all necessary Training.

17 D. COUNTY understands and acknowledges that CONTRACTOR will not be liable
18 for network-related problems not under CONTRACTOR's control, and attributable to the operation of
19 Vant4gePoint on the COUNTY's network.

20 E. COUNTY agrees that this Agreement is for license and access to Vant4gePoint
21 only and that no title to said applications passes to COUNTY.

22 F. COUNTY may not export Vant4gePoint, or any of CONTRACTOR's other tools,
23 instruments or applications, without the prior written consent of CONTRACTOR.

24 G. COUNTY shall not assert any ownership rights over the Intellectual Property.
25 COUNTY agrees not to modify, de-compile, disassemble, re-configure, reverse compile, reverse
26 assemble, or reverse engineer the intellectual Property, and further agrees not to distribute or disclose
27 the Intellectual Property, or to use or copy the intellectual Property, except as expressly permitted under
28 this Agreement. COUNTY acknowledges that the Intellectual Property is comprised of information

1 deemed trade secrets or otherwise proprietary to CONTRACTOR, and COUNTY agrees to handle the
2 Intellectual Property in a confidential manner and use the same degree of caution that, except as
3 required by law, it employs to protect its own confidential or proprietary information. The CONTRACTOR
4 shall retain all right, title and interest in all Intellectual Property that results from the COUNTY's use and
5 customization activities with CONTRACTOR.

6 H. COUNTY understands that CONTRACTOR does not warrant that the functions,
7 contained in Vant4gePoint, will be entirely uninterrupted or error free.

8 I. COUNTY shall be responsible for scheduling and coordinating all Training that
9 CONTRACTOR is obligated to provide pursuant to both the terms of the Agreement. COUNTY's
10 obligation to schedule and coordinate shall be as follows: COUNTY shall determine which of its
11 personnel need to be trained, and when such training needs to be done.

12 4. TERM

13 The term of this Agreement shall be for a period of five (5) years, commencing upon execution
14 through and including March 31, 2024. This Agreement may be extended for two (2) additional consecutive
15 twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first
16 day of the next twelve (12) month extension period. The Chief Probation Officer or his or her designee is
17 authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory
18 performance.

19 5. TERMINATION

20 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
21 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
22 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
23 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

24 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
25 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 26 1) An illegal or improper use of funds;
27 2) A failure to comply with any term of this Agreement;
28 3) A substantially incorrect or incomplete report submitted to the COUNTY;

1 4) Improperly performed service.

2 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
3 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such
4 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.
5 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any
6 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were
7 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund
8 any such funds upon demand.

9 C. Without Cause - Under circumstances other than those set forth above, this
10 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an
11 intention to terminate to CONTRACTOR.

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

17 In no event shall compensation paid for services performed under this Agreement exceed two
18 hundred and eighteen thousand, seven hundred dollars (\$218,700) from the Effective Date through
19 March 31 of the first contract year, and one hundred and seventy six thousand, two hundred dollars
20 (\$176,200) annually for each additional contract year during the term of this Agreement. In no event
21 shall compensation paid for services for the initial five-year term of this Agreement exceed nine hundred
22 and twenty three thousand, five hundred dollars (\$923,500). If the Agreement is extended for a sixth
23 year, in no event shall the compensation paid for the total six-year term exceed one million, ninety-nine
24 thousand, seven hundred dollars (\$1,099,700). If the Agreement is extended for a seventh year, in no
25 event shall the compensation paid for the total seven-year term exceed one million, two hundred and
26 seventy five thousand, nine hundred dollars (\$1,275,900). It is understood that all expenses incidental to
27 CONTRACTOR's performance of services under this Agreement shall be borne by CONTRACTOR.

28 CONTRACTOR shall submit quarterly invoices referencing the County Agreement Number, as

1 noted on page 1 of this Agreement. CONTRACTOR shall submit invoices to the County of Fresno,
2 Probation Department Business Office, 3333 E. American Avenue, Suite B, Fresno, CA 93725 or to
3 ProbationInvoices@fresnocountyca.gov. Payments by COUNTY shall be made within forty-five (45) days
4 after receipt of CONTRACTOR's properly completed invoices. Such payments shall be mailed to the
5 CONTRACTOR's address identified on page 1 of this Agreement.

6 7. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
7 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that
8 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all
9 times be acting and performing as an independent contractor, and shall act in an independent capacity and
10 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
11 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which
12 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer
13 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
14 terms and conditions thereof.

15 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
16 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

17 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right
18 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable
19 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
20 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating
21 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all
22 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
23 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

24 8. MODIFICATION: Any matters of this Agreement may be modified from time to time by the
25 written consent of all the parties without, in any way, affecting the remainder.

26 9. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement
27 nor their rights or duties under this Agreement without the prior written consent of the other party.

28 10. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at

COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.

The provisions of this Section 10 shall survive termination of this Agreement.

11. INSURANCE

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

1 D. Worker's Compensation

2 A policy of Worker's Compensation insurance as may be required by the California Labor
3 Code.

4 E. Cyber Liability

5 Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim,
6 \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is
7 undertaken by CONTRACTOR in this agreement and shall include, but not be limited to, claims involving
8 infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade
9 dress, invasion of privacy violations, information theft, damage to or destruction of electronic information,
10 release of private information, alteration of electronic information, extortion and network security. The
11 policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as
12 credit monitoring expenses with limits sufficient to respond to these obligations.

13 Additional Requirements Relating to Insurance

14 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming
15 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
16 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
17 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
18 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
19 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without
20 a minimum of thirty (30) days advance written notice given to COUNTY.

21 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
22 employees any amounts paid by the policy of worker's compensation insurance required by this
23 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
24 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
25 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

26 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
27 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
28 foregoing policies, as required herein, to the County of Fresno, (Name and Address of the official who will

administer this contract), stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that for such worker's compensation insurance the CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

12. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

13. NOTICES: The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY

CONTRACTOR

COUNTY OF FRESNO
Chief Probation Officer
3333 E. American Avenue, Suite B
Fresno, CA 93725

ALLVEST INFORMATION SERVICES
Rob Openshaw, VP of Sales
P.O. Box 1802
Salt Lake City, UT 84110

All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

14. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

15. DISCLOSURE OF SELF-DEALING TRANSACTIONS

This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status to operate as a corporation.

Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that they are a party to while CONTRACTOR is providing goods or performing services under this

1 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
2 and in which one or more of its directors has a material financial interest. Members of the Board of
3 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
4 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit A and incorporated herein by
5 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
6 immediately thereafter.

7 16. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the
8 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
9 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
10 understanding of any nature whatsoever unless expressly included in this Agreement.

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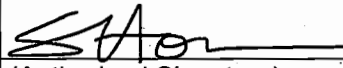
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

3
4 **CONTRACTOR**

5 
6 (Authorized Signature)

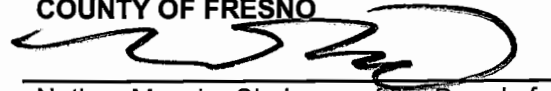
7 Sean Hosman, Chief Executive Officer
8 Print Name & Title

9 PO Box 1802

10 Salt Lake City, UT 84110

11 Mailing Address

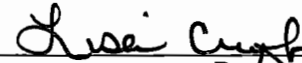
COUNTY OF FRESNO


Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

ATTEST:

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

12
13
14
15 By:


Deputy

16 **FOR ACCOUNTING USE ONLY:**

17 ORG No.: 34309999

18 Account No.: 7295:

19 Requisition No.: 3431900355
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EXHIBIT A

SCOPE OF SERVICES

CONTRACTOR will upgrade COUNTY from Assessments.com Enterprise Application (AEA) to Vant4gePoint, a Collaborative Rehabilitation Management System. Specifically, COUNTY will be utilizing the Assessments, Case Planning, Integration, and Business Intelligence modules, and legacy data will be migrated as described herein. COUNTY's subscription price will continue to be \$80,000 annually until the STRONG-R and M-PACT assessments are available to COUNTY in Vant4gePoint, at which point the annual subscription will increase to \$151,200, invoiced quarterly. STRONG and PACT will remain operational and available to COUNTY until STRONG-R and M-PACT become available.

Project Deliverables

Deliverable 1 – Vant4gePoint Platform Software Subscription

CONTRACTOR will provide 235 total user-subscriptions, including both adult and juvenile. Subscription fee will be an annual fee that includes:

- Vant4gePoint Assessments Module
- Vant4gePoint Case Planning Module
- Vant4gePoint Integrations
- Vant4gePoint Business Intelligence (BI)

Deliverable 2 – Vant4gePoint Assessment Module

Application setup includes a thorough analysis of features and modules that fit with the need of the target environment. Work typically addressed in an application setup include the following:

- M-PACT (tool developed and validated for Fresno Co Population)
- STRONG-R (tool developed and validated for Fresno Co Population)
- CSE-IT
- Static-99
- DRAI 2.0 (or upgrade to DRAI 2.0 CA)

Included in this upgrade, CONTRACTOR will replace COUNTY's current PACT assessment with the M-PACT, and will develop and validate it for the COUNTY Population. Similarly, the STRONG assessment will be upgraded to the STRONG-R, and this tool will be developed and validated for the COUNTY Population. As such, COUNTY will get the benefit of offense-specific and gender responsive scoring models.

Deliverable 3 - Vant4gePoint Case Planning Module

CONTRACTOR has an automated case-planning module that is designed to help staff focus on client's criminogenic needs. This separate and unique module is auto-populated with information taken from the most recently completed M-PACT Assessment. The information is used to generate a list of prioritized criminogenic needs from which staff can select the most appropriate criminogenic targets for case

management. The module also includes a list of corresponding behavioral objectives and interventions that can be used to tailor supervision and services according to the individualized needs and strengths of the youth and their family.

Deliverable 4: Vant4gePoint Integrations

Vant4gePoint will be integrated with COUNTY Probation's Probation Records and Information Management System (PRI MS) and Juvenile Automation System (JAS) through CONTRACTOR's standardized REST-based Application Programming Interface (APIs) endpoints. COUNTY may select from the current developed and available endpoints, but at a minimum, this will include:

- User
- Subject
- Criminal History

Deliverable 5: Business Intelligence

The Vant4gePoint Business Intelligence solution will be included, with the following standard dashboards:

- STRONG-R
 - M-PACT
 - CSE-IT
 - Static-99
 - DRAI 2.0 (or upgrade to DRAI 2.0 CA)
- Customized dashboard development is available upon request.

Deliverable 6: Data Migration

CONTRACTOR will provide the following data migration from the legacy AEA to Vant4gePoint:

PACT 2.0 and DRAI 2.0 (if upgrading to the DRAI 2.0 CA), Legacy Social History Report, and Legacy Detention Report

- Ability to view historical completed assessments in the subject home page
- Ability to view/print the applicable standard report(s) from legacy PACT for Subjects in Vant4gePoint. Reports will include:
 - Standard Vant4gePoint PACT Overview report
 - Standard Vant4gePoint Pre-PACT Overview report

Data from the legacy AEA ***will not be used*** in new assessments or case planning, post-upgrade to Vant4gePoint.

Vant4gePoint Social History Report, Vant4gePoint Detention Report, and DRAI 2.0 (if not upgrading to the DRAI 2.0 CA)

- Ability to view legacy Subject data in Vant4gePoint
- Ability to print reports for legacy Subject data in Vant4gePoint

Information from legacy system ***will/can be used*** in new assessments or case planning post-upgrade to Vant4gePoint.

Deliverable 7: Tool Development and Validation

CONTRACTOR will develop and validate the STRONG-R and M-PACT for COUNTY within one year of the go-live date. Until this date, a locally validated version of STRONG-R will be used, as well as a locally validated version of the M-PACT.

Deliverable 8: Training

Training will be broken into 8 groups that will consist of up to 30 attendees each, for a total of 16 training days for 235 users. Each training will be designated either Adult or Juvenile. This will be followed by a Train the Trainer session for up to 15 participants.

The two-day JUVENILE training curriculum will include:

- M-PACT Assessment
- M-PACT Pre-screener Assessment
- Vant4gePoint Software
- Case Planning with Title IV-E
- Overview of Business Intelligence

The two-day ADULT training curriculum will include:

- STRONG-R Assessment
- Vant4gePoint Software
- Case Planning
- Overview of Business Intelligence

Also to be delivered, approximately six weeks following training, will be a Train the Trainer (TTT) training for up to 15 participants.

EXHIBIT B COMPENSATION

Juvenile Probation	
Description	Cost
Deliverable 1: Vant4gePoint Assessments Module	Included in subscription
Deliverable 2: Vant4gePoint Case Planning Module	Included in subscription
Deliverable 3: Vant4gePoint Integrations	Included in subscription
Deliverable 4: Business Intelligence	Included in subscription
Deliverable 5: Data Migration	Included in subscription
Deliverable 6: Tool Development and Validation	\$21,250
Deliverable 7: On-Site Training	Included in subscription
Vant4ge Annual Software User Subscription	\$75,600

Adult Probation	
Description	Cost
Deliverable 1: Vant4gePoint Assessments Module	Included in subscription
Deliverable 2: Vant4gePoint Case Planning Module	Included in subscription
Deliverable 3: Vant4gePoint Integrations	Included in subscription
Deliverable 4: Business Intelligence	Included in subscription
Deliverable 5: Data Migration	Included in subscription
Deliverable 6: Tool Development and Validation	\$21,250
Deliverable 7: On-Site Training	Included in subscription
Vant4ge Annual Software User Subscription	\$75,600

Additional Services	
Description	Cost
On-Site Training – Up to 30 attendees per session and inclusive of travel	\$3,000 per day
Additional Services – For example: off-site training, customization, or other requested services	\$175 per hour

Total Costs		
Description	Annual Cost	Total Agreement Cost
Tool Development and Validation for Juvenile and Adult Probation*		\$42,500
Vant4ge Annual Software User Subscription for Juvenile and Adult Probation**	\$151,200	\$1,058,400
Additional Services***	\$25,000	\$175,000
Total	\$176,200	\$1,275,900

*Tool Development and Validation is a one-time cost to be invoiced immediately at the start of the Agreement.

**The Vant4ge Annual Software User Subscription is set at \$80,000, until such time that the Tool Development and Validation is complete for COUNTY. At the completion of the Tool Development and Validation, the Vant4ge Annual Software User Subscription will become \$151,200 (invoiced quarterly). In the event the Tool Development and Validation is completed in the middle of an Agreement year, the Vant4ge Annual Software User subscription will be prorated to reflect the time spent under each of the subscription costs.

***Additional Services may be requested in writing by COUNTY, with an annual maximum of \$25,000.

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as “County”), members of a contractor’s board of directors (hereinafter referred to as “County Contractor”), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

“A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest”

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member’s name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member’s company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation’s transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	