

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Probation *JLS*

BOARD AGENDA # *B-6

Urgent Routine

AGENDA DATE September 22, 2015

CEO Concurs with Recommendation YES NO
phx
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Enter into an Agreement with National Council on Crime and Delinquency to Provide an Evidence-Based Assessment Tool for Use on Adult Offenders to Determine Risk Level and Supervision Strategies

STAFF RECOMMENDATIONS:

1. Authorize the Chief Probation Officer to enter into an agreement with National Council on Crime and Delinquency to provide the Correctional Assessment and Intervention System (CAIS) for assessment and supervision strategies of adult offenders.
2. Authorize the Auditor-Controller to increase appropriations and estimated revenue by \$60,500 as detailed in the Budget Journal.
3. Authorize the Purchasing Agent to finalize and sign the agreements and any amendments not to exceed the contract amount

FISCAL IMPACT:

Since 2005, the Adult Division of the Stanislaus County Probation Department has utilized the Level of Service Inventory-Revised (LSI-R) and Level of Service Inventory-Screening Version (LSI-SV) risk and needs assessments. Although the assessment tool served its purpose of scoring the risk of re-offending and needs of offenders, it was limited in its use. The National Council on Crime and Delinquency (NCCD) has created a gender-specific assessment tool named the CAIS (Correctional Assessment and Intervention System) that takes into consideration unique differences between male and female offenders.

(Continued Page 2)

BOARD ACTION AS FOLLOWS:

No. 2015-436

On motion of Supervisor Monteith, Seconded by Supervisor Chiesa
and approved by the following vote,

Ayes: Supervisors: Chiesa, Monteith, DeMartini, and Chairman Withrow

Noes: Supervisors: None

Excused or Absent: Supervisors: O'Brien

Abstaining: Supervisor: None

1) X Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST:

Christine Ferraro
CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Enter into an Agreement with National Council on Crime and Delinquency to Provide an Evidence-based Assessment Tool for Use on Adult Offenders to Determine Risk Levels and Supervision Strategies

FISCAL IMPACT: (Continued)

As part of the contract, NCCD will train up to ten officers to become trainers on the CAIS assessment tool. The Department will compensate NCCD for travel costs associated with facilitation of each training.

Total subscription fees for the CAIS will be distributed over a four year period. NCCD requires compensation at the beginning of each fiscal year. The subscription fees will be charged as follows: \$39,900 on July 1, 2016, \$41,895 on July 1, 2017, \$43,989 on July 1, 2018, and \$46,188 on July 1, 2019. Additional Fiscal Year 2015-2016 costs related to implementation of the CAIS include: \$38,000 upon signing of the contract, \$10,000 for the end-user training, \$5,000 for training of trainers, and travel costs up to \$6,000 for facilitating the trainings. In addition, a \$1,500 fee will need to be paid to Automon, the administering company for CAIS, for start-up and web-based training costs. Automon is the only company qualified to train on the CAIS assessment tool. The total cost of the four year contract is no more than \$232,472. The Probation Department was recently notified that funding for SB 678, the "California Community Performance Incentive Act of 2009" which established a system of performance-based funding to support evidence-based practices relating to the supervision of adult felony offenders, will be allocated at a higher level than originally anticipated. This one-time increase allocation for Fiscal Year 2015-2016 of approximately \$975,000 will allow for funding of this contract.

DISCUSSION:

Risk/needs assessments are tools that help collect information about an offender to estimate the offender's risk of recidivism and to identify factors that can be changed through individualized treatment or programming to reduce the likelihood of reoffending. The CAIS is an evidence-based model that weaves together both risk and needs assessment into one. The CAIS assessment tool aims to identify the motivation for criminal behavior and pinpoints specific supervision strategies used to assist the officer in referring the offender to appropriate services and programs. The tool is integrated and administered by Automon. Use of the Automon service, enables CAIS to be web-based and user friendly. Access to the service can be obtained at any location where the internet is available. This translates into the CAIS being used in the jail facilities, the Day Reporting Center, and in the community, which was not available with the LSI-R and LSI-SV assessment tools. Alerts can be set-up to remind officers when the next set of assessments is due and both supervisors and administrators have the capability to review reports and query data that can tell much more about the offender base.

The CAIS will assist Deputy Probation Officers with identifying supervision strategies, risk scores and the criminogenic needs of offenders. Criminogenic needs are issues, risk factors, characteristics and/or problems that relate to a person's likelihood of reoffending or recidivism. There is a number of what are called "static" factors such as age at first arrest, criminal history, etc. that programming cannot change. The criminogenic factors that programming can address are the "dynamic" factors related to an offender's current behavior, values, and attitudes. The kinds of dynamic factors that can be changed include, for example, anti-social personality; anti-social

Approval to Enter into an Agreement with National Council on Crime and Delinquency to Provide an Evidence-based Assessment Tool for Use on Adult Offenders to Determine Risk Levels and Supervision Strategies

attitudes and values; anti-social associates; family dysfunction; poor self-control; poor problem-solving skills; substance abuse; lack of employment/employment skills. Officers will utilize the criminogenic needs portion of the assessment tool in determining the types of services necessary to assist the offenders in a successful transition from custody to the community. The Probation Department currently utilizes the juvenile risk/needs assessment called the Juvenile Assessment and Intervention System (JAIS) with juvenile offenders, also created by NCCD.

NCCD will provide at least one facilitator who has the skills, knowledge and abilities to facilitate a 20 hour classroom training on the use of CAIS. The training will be held on site at the Stanislaus County Probation Department. Upon the completion of the 20 hour training, the ten deputy probation officers will be required to interview and record two assessments each with two different offenders. The recordings and assessments would then be reviewed by the trainer. The trainer would then meet with the officers one-on-one to discuss the scoring and assessments. NCCD will then provide additional training to the ten Deputy Probation Officers to become trainers for the CAIS. NCCD will provide at least one facilitator who has the skills, knowledge and abilities to facilitate a 16 hour advanced classroom study on how to become a trainer of CAIS.

NCCD will provide a web-based subscription service that will allow the Stanislaus County Probation Department to access the CAIS for prescreening, initial assessments, re-assessments, training materials and case planning. NCCD will provide statistical reports, data queries and analysis reports to the Stanislaus County Probation Department, as requested, at no additional costs. NCCD will also provide four hours of technical assistance, per quarter, to assist the Stanislaus County Probation Department in properly administrating the CAIS as part of the overall contract.

POLICY ISSUES:

Approval of this Agenda Item for training and implementation of an evidence-based assessment tool supports the Board's priorities of Efficient Delivery of Public Services, A Safe Community, A Healthy Community, and Effective Partnerships.

STAFFING IMPACT:

Existing staff will be trained in the use of CAIS. No additional staffing resources are required.

CONTACT PERSON:

Leticia Ruano, Adult Division Director, (209) 567-4126

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Agreement for Professional Services is made and entered into by and between the County of Stanislaus ("County") and National Council on Crime and Delinquency ("Consultant"), as of September 25, 2015 (the "Agreement").

Introduction

WHEREAS, the County has a need for services involving an assessment and case management system for adult offenders;

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, which is attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend, indemnify and hold harmless the Consultant and its officers, employees, agents, representatives, subcontractors and consultants from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, arising out of or resulting from the County's reuse of the documents and drawings prepared by the Consultant under this Agreement.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County.

2. Consideration

2.1 The Consultant shall be compensated on either a time and materials basis or a lump sum basis, as provided in Exhibit A attached hereto.

2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The County may terminate this agreement upon 30 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Consultant's business.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in Exhibit A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant--not the County--has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

6. Insurance

6.1 Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Commercial general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

6.1.3 Automobile Liability Insurance. If the Consultant or the Consultant's officers, employees, agents or representatives utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim

administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

6.3 The Consultant shall include County, its Officers, Directors, Officials, Agents, Employees and volunteers as Additional Insureds under the General Liability and Auto policy and shall supply specific endorsements for same. The Additional Insured endorsement under the General Liability policy will be the Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization ISO Form CG2010 with the current applicable revision date. The Additional Insured endorsement under the Auto Liability will be "where required by written contract". All Insurance policies will include a Waiver of Subrogation in favor of County.

6.4 The Consultant's insurance coverage shall be primary insurance regarding County and County's officers, officials and employees. Any insurance or self-insurance maintained by County or County's officers, officials and employees shall be excess of Consultant's insurance and shall not contribute with Consultant's insurance. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to County, its officers, directors, officials, agents, employees and volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Any available insurance proceeds in excess of the specified minimum limits required by this Agreement shall be available to County for defense and damages. The indemnity and insurance sections are stand alone and not dependent on each other for coverage limits

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-:VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.9 Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Consultant. The certificates and endorsements for each

insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.

7.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

7.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

7.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

8. Status of Consultant

8.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

8.4 Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

8.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.

8.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

8.8 As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Consultant agrees to keep confidential all information obtained or learned during the course of

furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

11.1. During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Consultant shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

12. Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

| | |
|--|---------------------------------|
| To County: | To Consultant: |
| Stanislaus County Purchasing Agent | NCCD |
| 1010 10 th Street, Suite 5400 | Attn: Toni Aleman |
| Modesto, CA 95353 | 426 S. Yellowstone Dr., Ste 250 |
| | Madison, WI 53719 |

15. Conflicts

Consultant agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue


This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

NCCD

By: _____
Keith D. Boggs, Assistant Executive Officer,
GSA Director/Purchasing Agent

By:  _____
Toni Aleman, Director of Administration
NCCD


"County"

"Consultant"

APPROVED AS TO CONTENT:
Department of Probation

By:  _____
Jill Silva
Chief Probation Officer

APPROVED AS TO FORM:
John P. Doering, County Counsel

By:  _____
Robert J. Taro, Deputy County Counsel

V:\DATA\PUBLIC\Counsel\CONTRACT\PROF-SERV Agmt.wpd

EXHIBIT A

A. SCOPE OF WORK

1. PURPOSE:

- a. The purpose of the CAIS is to provide an evidence-based approach to the supervision of offenders under the jurisdiction of the Stanislaus County Probation Department. The CAIS will assist Deputy Probation Officers with identifying supervision strategies, risk scores and the criminogenic needs of offenders to achieve improved outcomes.

2. CONSULTANT RESPONSIBILITIES:

- a. NCCD will train a maximum of ten Deputy Probation Officers to learn how to utilize the CAIS.
 1. NCCD will provide at least one facilitator who has the skills, knowledge and abilities to facilitate a class on the use of the CAIS.
 2. The training will span two-and-a-half days for a total of 20 hours of classroom study.
 3. The training will be held on-site at the Stanislaus County Probation Department.
 4. The date and time of the training will be determined in coordination with the Stanislaus County Probation Department.
 5. Deputy Probation Officers who complete the 20-hour classroom study course will be required to interview and record two assessments with two offenders. A representative from NCCD shall review the recordings and provide feedback to each Deputy Probation Officer regarding their assessments and scoring.
- b. NCCD will then train a maximum of ten Deputy Probation Officers to become trainers for the CAIS.
 1. NCCD will provide at least one facilitator who has the skills, knowledge and abilities to facilitate a class on how to become a trainer of the CAIS.
 2. The training will span two days for a total of 16 hours of advanced classroom study.
 3. The training will be held on-site at the Stanislaus County Probation Department.
 4. The date and time of the training will be determined in coordination with the Stanislaus County Probation Department.
- c. NCCD will provide the Stanislaus County Probation Department with a subscription to use the CAIS.
 1. NCCD will provide a web-based subscription service that will allow the Stanislaus County Probation Department to access the CAIS for pre-screening, initial assessments, re-assessments, training materials and case planning.

2. NCCD will provide statistical reports, data queries and analysis reports to the Stanislaus County Probation Department, as requested, at no additional costs.
 - A. NCCD will provide any reports or queries requested by the Stanislaus County Probation Department no later than ten business days after the request is made.
3. NCCD will provide four hours of technical assistance, per quarter, to assist the Stanislaus County Probation Department in properly administrating the CAIS at no additional costs.

3. COUNTY RESPONSIBILITIES:

- a. The Stanislaus County Probation Department agrees to maintain the intellectual properties and materials of the CAIS for internal department use only.
- b. The Stanislaus County Probation Department agrees to provide NCCD with designated space at the Stanislaus County Probation Department to facilitate the training that is specified within this agreement.
- c. The Stanislaus County Probation Department also agrees to provide NCCD with equipment, such as a projector, easel pad and/or a laptop, for use while facilitating the training to Deputy Probation Officers. Any equipment that may be needed to facilitate the training shall be requested in writing in advance.

4. COMPENSATION:

- a. The Stanislaus County Probation Department will compensate NCCD for the travel costs associated with facilitating each training. NCCD will be compensated at the conclusion of the training.
 1. Travel costs shall include lodging, rental car costs, meals, and airfare only. Lodging, rental car costs, meals, and airfare shall be reasonable and subject to approval by the Stanislaus County Probation Department. Meal reimbursement not to exceed US Federal Per Diem rates.
- b. The Stanislaus County Probation Department will also compensate NCCD for facilitating the 20-hour training, as set forth in this agreement, in the amount of \$10,000.00. NCCD will be compensated at the conclusion of the training.
- c. The Stanislaus County Probation Department will also compensate NCCD for facilitating the 16-hour training, as set forth in this agreement, in the amount of \$5,000.00. NCCD will be compensated at the conclusion of the training.
- d. NCCD will be compensated for the subscription fees for the CAIS at the beginning of each fiscal year. The subscription fees will be distributed in the amount of \$38,000.00 on September 25, 2015, \$39,900.00 on July 1, 2016, \$41,895.00 on July 1, 2017, \$43,989.00 on July 1, 2018, and \$46,188.00 on July 1, 2019.
- e. NCCD shall submit invoices, which include the services and dates performed, and fees pertaining to this contract to:
Stanislaus County Probation Department
Attn: Fiscal Services Division
2215 Blue Gum Avenue
Modesto, CA 95358

If conditions set forth in this agreement are met, the Stanislaus County Probation Department will pay the sum of money claimed by the approved notice. If the conditions are not met, the Stanislaus County Probation Department shall pay when the required billing data is submitted and approved.

5. TERM

- a. The term of this Agreement shall be from the date of execution of all signatures, through June 30, 2020.