

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SOFTWARE PRODUCTS AND SERVICES CONTRACT

This agreement is made on September 29 2015 between WILLIAMSON COUNTY acting by and through Williamson County Juvenile Services and the authorization of the Williamson County Juvenile Board (hereinafter called "the County" or "WCJS", or "Williamson Juvenile Probation" in Noble Software's Proposal) and NOBLE SOFTWARE GROUP, LLC (hereinafter called "Contractor"), at Georgetown, Williamson County, Texas.

In consideration of the mutual covenants contained herein, County and Contractor agree as follows:

SECTION 1.

PRODUCTS AND SERVICES

- 1.01 County agrees to engage Contractor and does hereby engage Contractor to furnish certain software products and services (including the Noble Assessment Platform as a cloud-based service hosted by Noble and related training services) to Williamson County Juvenile Services as described in the Proposal to Williamson County dated August 12, 2015, attached as Exhibit A to this Contract.
- 1.02 This contract is composed of the following documents:
 1. This contract, including all attachments;
 2. Contractor's proposal dated August 12, 2015;
 3. Any applicable addendums.

- 1.03 Contractor will furnish the software products and perform all of the described services and all related services with a sufficient quantity and quality of personnel to adequately and effectively install and implement the products and train County personnel in the use of the product(s), as described in the Proposal. Contractor warrants that the software product shall conform to the functional capabilities, standards or specifications as represented by Contractor, or if none have been represented, that the software shall adequately perform the functions intended to be performed. In addition, Contractor warrants that services to be performed by Contractor shall be performed in a good and workmanlike manner.

SECTION II

TERM

- 2.01 This contract shall commence on October 1, 2015, and shall remain in effect for a period of one (1) year unless terminated earlier pursuant to 2.02. This contract may be renewed according to the Proposal or as agreed by the parties.
- 2.02 Either party may terminate this contract by giving thirty (30) days written notice to the other party. In the event of termination, Contractor's compensation shall be adjusted in accordance with and to the extent of the products and services furnished through the effective date of termination, or prorated, if applicable.

SECTION III

COMPENSATION

- 3.01 As compensation for the services performed under this agreement, County agrees to pay Contractor in accordance with the payments listed in the attached Proposal for Deliverables 1 and 2.
- 3.02 Contractor agrees that the above stated compensation is the total sum payable by the County for the described services.

SECTION IV.
SPECIAL PROVISIONS

- 4.01 Confidentiality and Security: Contractor agrees that its employees will comply with state and federal law and with Williamson County Juvenile Services' policies regarding the confidentiality of student records and identifying information. Contractor agrees that any information regarding juveniles produced or otherwise derived from this contract shall remain confidential and subject to release only by permission of Williamson County Juvenile Services.
- 4.02 Compliance with Other Laws: Contractor shall comply with all applicable federal, state and local laws, including laws governing labor, equal employment opportunity, safety and environmental protection. Contractor shall make itself familiar with and at all times shall observe and comply with all federal, state and local laws, ordinances and regulations which in any manner affect performance under this Contract.
- 4.03 Indemnification: Contractor agrees to fully indemnify, hold harmless and defend County, its agents, officers and employees against any and all obligations, demands, liabilities, claims, loss or damages, including damages for personal injury or death, arising out of or relative to Contractor's performance of services described herein or Contractor's proposal

or caused by acts or neglect of Contractor's agents or employees in connection with the performance of this contract.

- 4.04 Venue and Applicable Law: In any legal action arising under this contract, the laws of the State of Texas shall apply and venue will be in Williamson County, Texas.

SECTION V.
NON-ASSIGNMENT

- 5.01 This agreement may not be assigned by Contractor without the prior written consent of the County.

SECTION VI.
INDEPENDENT CONTRACTOR

- 6.01 It is expressly agreed and understood between the parties hereto that Contractor, his servants, agents, and employees are at all times independent contractors and shall not be employees of the County for any purpose whatsoever.

SECTION VIII.
ENTIRETY

- 7.01 This contract contains the entire agreement between the parties hereto and no representation, inducements, promises, agreements, oral or otherwise between the parties not embodied herein shall be of any force or effect.

EXECUTED in duplicate original copies this ____ day of _____, 2015.

WILLIAMSON COUNTY, TEXAS

CONTRACTOR:
NOBLE SOFTWARE GROUP, LLC

By: Judge Michael Jergins, Chairman
Williamson County Juvenile Board

Diana Norris

By: Diana Norris
Title: President

Proposal

Noble Implementation

Agency: Williamson County Juvenile Probation

Date: August 12, 2015

Prepared for: Scott Matthew



Noble

Noble Software Group, LLC

Communication

Please direct all correspondence regarding this statement of work to:

Diana Norris

title: President

email: dnorris@noblesg.com

phone: (979) 248-6568

Aaron Picton

title: Chief Financial Officer

email: apicton@noblesg.com

phone: (530) 276-8487

Summary

Noble is offering the Noble Assessment Platform to Williamson County as a cloud-based service hosted by Noble. The Platform will be delivered with the following assessments: PACT Pre and PACT Full Screen, MAYSI-II, and PREA, and the TJJD Exit Plan.

Deliverables

Deliverable 1: Noble Assessment Platform

Noble will provision a license for the Noble Assessment Platform for 45 users within Williamson County Probation. The Platform will be provisioned with the following automated assessments:

- PACT Pre
- PACT Full
- Residential PACT
- PREA
- MAYSI-II

The Assessment Platform allows for an unlimited number of subjects and assessments to be completed by users. Additionally, case planning functionality is included in the platform and allows for unlimited case plans to be completed. Eight standard case plans based on the PACT are included with the product at no extra charge, plus the TJJD Exit Plan.

Every installation of Noble's Assessment Platform comes standard with our forms designer. This is the same tool Noble Engineers use to build Noble's assessments, and it's available at no charge to users within your agency. This powerful tool allows the creation of custom forms and assessments by your own agency staff that are

instantly made available to users. This allows for custom data capture without expensive vendor calls for customization services.

The Assessment Platform comes with documentation and licenses to allow for optional integration with the system-of-record in Williamson County, JCMS. This integration is designed to save time and avoid data entry errors by allowing for single-sign on into the platform, automatic transfer of subject demographic information, and automatic entry of criminal history information. Use of this integration service is completely optional, however, and there is no separate cost associated with activating integration services.

Cloud-based installation of Noble Assessment Platform

Noble will provide the license, hosting, and on-going maintenance of the Assessment Platform within Noble's data center. The application contains an identical set of functionality to the on-premise installation, but all provisioning of servers, application maintenance, upgrades, and database maintenance are handled by Noble.

Requirements

Client computers need to be running Internet Explorer 9 or later to access and utilize the assessment platform and have Adobe Reader installed for the viewing of reports within the system.

Deliverable 2: Training

Noble will send a professional trainer onsite for trainings. Trainings are priced per day of instructor training, and all travel expenses are included in the daily rate for the training. A breakdown of suggested trainings and a proposed schedule for each of the user counts follows. Additional training is available at the rate of \$2,200 per day, and all training expenses are included in the daily rate.

- **Stakeholder Training** – This is a four-hour session held on-site at Williamson County. Judges, prosecutors, law enforcement, and other stakeholders within the juvenile justice community are invited to learn about the implementation process of evidence-based practices, as well as the impact on the services provided to youth within their community. This training time is scheduled to occur along with another implementation training session.
- **Implementation Training** – Implementation trainings are scheduled with key staff members within the Williamson organization. The training is broken up into an initial three-day training and a single follow-up one-day training session. Participants will receive intensive training on the application of the assessment tools and will provide interactive feedback on the business rules that will guide the implementation process.
- **Assessment and Case Plan Training** – This two-day session is designed for line staff and supervisors to learn the assessment tools and the eight guiding principles of effective interventions. Case Plan training includes modules on effective interviewing and the creation of case plans that are actionable,

effective, and meaningful in the lives of offenders and their families. This class has a maximum size of 25 participants.

- **Assessment and Case Plan Refresher Training** – This one-day session is scheduled to fall approximately three months after the go-live date of the application. The curriculum is designed to help maintain fidelity to the assessment model and refresh attendees on core principles after critical experience has been gained. Like the initial assessment training, this class has a 25 student limit.

Training Schedule

Training	Days
Stakeholder	Included / Concurrent
Implementation	4
Assessment and Case Planning	4
Refresh	2

Requirements

Williamson County will need to provide a suitable training facility for the number of staff trained. All participants will need access to a computer with an internet connection, Microsoft Internet Explorer 9 or later, and Adobe Reader. Internet access for the instructor is required.

Summary of Costs

The costs listed are based on the assumptions and requirements listed. Additional costs may apply should those assumptions and requirements not hold true.

For cloud-based installations, a yearly hosting fee is incurred.

45 Users

A summary of costs for 45 users hosted in Noble's cloud-based environment is presented.

Deliverable	Summary	Price
		Cloud-Based
Deliverable 1	Noble Assessment Platform, 45 Users	\$26,133
Deliverable 2	Training	\$22,000
Maintenance	Maintenance for Assessment Platform	n/a
Total 1st Year		\$48,133
Total Following Years		\$26,133

Approval Process

Please send a copy of this signed agreement via email to Aaron Picton (apicton@noblesg.com) and your assigned representative, Diana Coates (dcoates@noblesg.com).

Signatures

Approved Deliverables

Please check all approved items from this list.

- ☐ Deliverable 1
- ☐ Deliverable 2

Signatures

The undersigned certifies that he/she agrees to the proposal and terms of this document and is authorized to encumber Client into legal, valid, and binding agreement.

Client	Noble Software Group
	Diana Norris
Name	Name Diana Norris
Signature	Signature Sept 29, 2015
Date	Date