

FIRST AMENDMENT

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

between

County of Santa Barbara

and

Northpointe, Inc. doing business in California as equivalent and as Northpointe Software, Inc.

This is the First Amendment (hereafter referred to as "First Amendment") to Agreement, BC 23220 (hereafter Agreement), by and between the County of Santa Barbara (County) and Northpointe, Inc. doing business in California as equivalent and as Northpointe Software, Inc. (CONTRACTOR) for the provision of risk and need assessment instrument software training, a multi-pronged research study, and software subscriptions, maintenance and support services.

WHEREAS, the Agreement is effective through November 30, 2025;

WHEREAS, County and Contractor desire to amend EXHIBIT A, "STATEMENT OF WORK," **Section II** adding subsection 'h' for one-time services needed for the completion of a multi-prong research study.

WHEREAS, County and Contractor desire to amend Exhibit B, "PAYMENT ARRANGEMENTS", Section A, to increase the total contract amount to \$289,252.

WHEREAS, County and Contractor desire to replace in its entirety Exhibit B, Attachment B-1, "SCHEDULE OF FEES," to add expense "COMPAS one-time parsing and statistical summary" to Year 2 in the amount of \$6,825 for the added one-time services, and increase the total annual amount for Year 2 to \$110,210, and the Grand Total to \$289,252.

WHEREAS, this First Amendment incorporates the terms and conditions set forth in the Agreement approved by the County of Santa Barbara on, November 28, 2023, BC23220.

NOW, THEREFORE, this Agreement is amended as follows:

1. Section II, of EXHIBIT A, STATEMENT OF WORK, is amended in its entirety to add subsection h, as follows:
 - II. CONTRACTOR shall provide COUNTY a 3-part research study during the term of the Agreement to include the following:
 - a. CONTRACTOR shall provide COUNTY with a 'Need Scales COMPAS Core Norm' analysis to examine distribution for each scale in COUNTY data and compare the distribution to that of the default COMPAS norm group.
 - b. CONTRACTOR shall provide COUNTY with a COMPAS and COMPAS-R Core GRRS Correlation analysis. This analysis will give an estimate of how well the COMPAS GRRS and COMPAS-R Summative GRRS correlate in the data.

- c. CONTRACTOR shall provide COUNTY with a 'Need Scales COMPAS and COMPAS-R Core Comparison' analysis to compare the results from the COMPAS Core Norm to the COMPAS-R to determine if the COUNTY would have better predictive ability.
- d. CONTRACTOR shall provide COUNTY with findings on the extent the COMPAS vs. COMPAS-R distinguishes recidivists from non-recidivists and which tool improves predictive validity for COUNTY including clinical utility and discrimination ability.
- e. CONTRACTOR shall be responsible for all required data extraction from CONTRACTOR hosted database and provide quality assurance review of COUNTY data.
- f. CONTRACTOR shall provide COUNTY a report of how COUNTY 'Need Assessment COMPAS Core Norm' scales are performing to include, if any, cut points that need to be adjusted and provide recommendations for adjustments by gender, race, ethnicity, if appropriate;
- g. CONTRACTOR shall provide COUNTY documentation of how well the COMPAS-R performs in comparison to the COMPAS.
- h. CONTRACTOR shall obtain criminal arrest records from the Department of Justice and shall create a mechanism for parsing those records to answer the COMPAS item: "How many times has this person been sentenced to jail for 30 days or more as an adult?". CONTRACTOR shall parse the criminal arrest records one-time and only for this one COMPAS item, and shall provide a statistical summary to COUNTY of COMPAS assessment scores before and after parsing.

2. Section A of EXHIBIT B, "PAYMENT ARRANGEMENTS", is amended in its entirety as follows:

A. For Contractor services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$289,252.

3. EXHIBIT B, Attachment B-1, Schedule of Fees, is replaced in its entirety as follows:

**Amended Attachment B-1
Schedule of Fees**

Professional Services, Training, Subscriptions, Maintenance & Support, Hosting

Beginning: 12/1/2023
Ending: 11/30/2025

AGENCY: County of Santa Barbara
PI: Chris Kamin

| Expense Categories | Year 1 (12/1/2023-11/30/2024) | Year 2 (12/1/2024-11/30/2025) |
|--|----------------------------------|----------------------------------|
| | Requested Amount | Requested Amount |
| Annual License, Maintenance, and Hosting Fees | | |
| 98 Annual COMPAS Core Risk/Needs with Non-Compliance Tool License | \$38,710 | \$41,420 |
| 5 Annual Ad Hoc Licenses | \$1,185 | \$1,268 |
| Annual Software Maintenance and Support | \$8,777 | \$9,391 |
| Northpointe Quality Assurance (5 user subscriptions) | \$1,929 | \$2,025 |
| Annual Hosting Fee | \$11,291 | \$12,081 |
| Subtotal Annual License, Maintenance and Hosting Fees¹ | <u>\$61,892</u> | <u>\$66,185</u> |
| | | |
| Training Services² | | |
| Onsite 'Introduction to COMPAS' training (includes travel costs) per 12-hour class | \$18,600 | \$18,600 |
| Onsite 'COMPAS Refresher' training (includes travel costs) per 12-hour class | \$18,600 | \$18,600 |
| Subtotal Training Services | <u>\$37,200.00</u> | <u>\$37,200.00</u> |
| | | |
| 3 Part Research Study | | |
| 3 Part Research Study Kickoff | \$23,985 | |
| 3 Part Research Study Data Extract Complete | \$15,990 | |
| 3 Part Research Study Report Delivery | \$31,980 | |
| 3 Part Study Report Presentation | \$7,995 | |
| COMPAS one-item parsing and statistical summary | | \$6,825 |
| Subtotal 3 Part Research Study | <u>\$79,950.00</u> | <u>\$6,825</u> |
| | | |
| Total Annual | \$179,042 | \$110,210 |
| | | |
| GRAND TOTAL | \$ 289,252 | |

1. Annual license, maintenance, and hosting fees are billed annually, in advance and are non-refundable.
2. Training and Research Study Services are billed at the end of the month in which the services were delivered.

- 4. Ratifications. The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and Exhibit(s). The terms and provisions of the Agreement, as expressly modified and superseded by this First Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.
- 5. Counterparts. This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement for services of Independent Contractor between County of Santa Barbara and Community Solution Incorporated to be effective on the date executed by COUNTY.

ATTEST:

COUNTY OF SANTA BARBARA:

Mona Miyasato
 County Executive Officer
 Clerk of the Board

By: _____
 Deputy Clerk

By: _____
 Laura Capps, Chair
 Board of Supervisors

Date _____

RECOMMENDED FOR APPROVAL: PROBATION

CONTRACTOR:

equivant

Signed by:
 By: Holly L. Benton
 Holly L. Benton, Chief
 Department Head

Signed by:
 By: Patrick Laney
 Authorized Representative

Name _____

Title _____

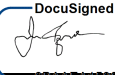
APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By:  Signed by:
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Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By:  DocuSigned by:
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Deputy

APPROVED AS TO FORM:

Gregory Milligan, ARM
Risk Manager

By:  Signed by:
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Risk Management