

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

25-538

SAP Number

4400014933

Probation Department

Department Contract Representative	<u>Juan Preciado</u>
Telephone Number	<u>(909) 387-6162</u>
Contractor	<u>Evident Change (formerly National Council on Crime and Delinquency)</u>
Contractor Representative	<u>Katie Meyer</u>
Telephone Number	<u>(800) 306-6223</u>
Contract Term	<u>August 1, 2020 – July 31, 2026</u>
Original Contract Amount	<u>\$750,000</u>
Amendment Amount	<u>\$171,315</u>
Total Contract Amount	<u>\$921,315</u>
Cost Center	<u>4810001000</u>
Grant Number (if applicable)	<u></u>

AMENDMENT NO. 1 TO CONTRACT FOR ASSESSMENT SERVICES

IT IS HEREBY AGREED AS FOLLOWS:

The following is Amendment No. 1 to Contract No. 4400014933 between San Bernardino County and Evident Change for Correctional Assessment and Intervention System (CAIS) and Juvenile Assessment and Intervention System (JAIS) Assessments.

1. SECTION A. DEFINITIONS, SUBSECTION A.3 is amended to read as follows:

Evident Change (formerly National Council on Crime and Delinquency) – A not-for-profit criminal justice research and policy organization that provides case management systems, data analysis and management, continuous quality improvement analysis, training and technical assistance, including research and evaluation to the justice community.

2. SECTION A. DEFINITIONS, SUBSECTION A.5 is added to read as follows:

Community Solutions Inc. (CSI) – A partnering agency that provides Program Administration Services to the Probation Department to manage treatment, rehabilitative, educational and vocational services.

3. SECTION B. CONTRACTOR RESPONSIBILITIES, SUBSECTION B.4 is amended to read as follows:

Contractor shall provide the CAIS and JAIS Training and/or Technical Assistance, listed on Attachment A, which includes the following:

B.4.1 CAIS and JAIS Subscription.

B.4.2 CAIS/JAIS combined systems qualification training for CSI (up to 20 participants, one session): one week in-person.

B.4.3 CAIS/JAIS training for new Probation trainers/power users (10-15 participants): one day.

B.4.4 Refresher for current Probation CAIS/JAIS trainers/power users: one day.

4. SECTION B. CONTRACTOR RESPONSIBILITIES, SUBSECTION B.7 is amended to read as follows:

The right to access the CAIS/JAIS instruments is jurisdiction and agency specific. Probation, Community Solutions, Inc., and their authorized employees may access and use the CAIS/JAIS instruments. CSI's use and access of CAIS and JAIS is restricted to their work under contract with the San Bernardino County Probation Department. Use and access beyond this scope must be negotiated in separate, additional agreements.

5. SECTION D. TERM OF CONTRACT is amended to read as follows:

This Contract is effective as of August 1, 2020 and expires July 31, 2026 but may be terminated earlier in accordance with provisions of this Contract.

6. SECTION E COUNTY RESPONSIBILITIES, SUBSECTION E.2 is amended to read as follows:

County may not act as a relay allowing access to the CAIS/JAIS instruments to any third party jurisdiction, agency, individual, or business, except for the authorized employees of Community Solutions, Inc.

7. SECTION F FISCAL PROVISIONS, SUBSECTION F.1 is amended to read as follows:

The maximum amount of payment under this Contract shall not exceed \$921,315 and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

8. SECTION J NOTICES is amended to read as follows:

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

County of San Bernardino
Probation Department
175 W. 5th Street
San Bernardino, CA 92415

Evident Change
717 John Nolen Drive
Madison, WI 53713

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph

9. ATTACHMENT A – PRICE SHEET is replaced with Attachment A – Price Sheet attached hereto and hereby incorporated herein.

- 10. ATTACHMENT B - Levine Act - Campaign Contribution Disclosure** (formerly referred to as Senate Bill 1439) is added and is attached hereto and hereby incorporated herein.

Contractor has disclosed to the County using Attachment B – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

- 11.** All other terms and conditions of Contract No. 4400014933 remain in full force and effect.
- 12.** This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this Contract Amendment to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: JUN 18 2025
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

By *Lynna Monell*
Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County
SAN BERNARDINO
Deputy
SAN BERNARDINO COUNTY, CA

EVIDENT CHANGE

(Print or type name of corporation, company, contractor, etc.)

By ► *Mindy Rowland*
47470F40741B4DC
(Authorized signature - sign in blue ink)

Name Mindy Rowland
(Print or type name of person signing contract)

Title CLOO
(Print or Type)

Dated: 6/2/2025

Address 717 John Nolen Drive
Madison, WI 53713

FOR COUNTY USE ONLY

Approved by Legal Form
► *Jolena Grider*
Jolena Grider, Deputy County Counsel
Date 6/3/2025

Reviewed for Contract Compliance
► _____
Date _____

Reviewed by Department
Approved by
► *Tracy Reece*
Tracy Reece, Chief Probation Officer
Date 6/3/2025

ATTACHMENT A Price Sheet

CAIS AND JAIS SUBSCRIPTION FEES*	AUGUST 1, 2025 - JULY 31, 2026
CAIS Subscription	\$72,395
JAIS Subscription	\$26,595
Total CAIS and JAIS Subscription Costs	\$98,990

*Fees are subject to a 5% annual increase.

The Cost of CAIS and JAIS requisite training is also subject to an annual increase of 5%. The on-site training opportunities listed below are those agreed upon through conversations with Probation.

PROPOSED TRAINING AND FEES	
TRAINING	COST
CAIS/JAIS combined systems qualification training for CSI (30 participants, two sessions): one week each	\$42,555
CAIS/JAIS training for CSI trainers/power users: three days	\$14,885
CAIS/JAIS training for new Probation trainers/power users (10-15 participants): one day	\$14,885
Total Estimated Training Costs	\$72,325



ATTACHMENT B

Levine Act –

Campaign Contribution Disclosure

(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidiary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), “shared management and control” can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: EVIDENT CHANGE
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
Yes ☒ If yes, skip Question Nos. 3-4 and go to Question No. 5 No ☐
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: **N/A**
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded (“closed corporation”), identify the major shareholder(s):
N/A
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒ If **no**, please skip Question No. 10.

Yes ☐ If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.