



April 19, 2016

Customer Information

Customer Name **Webb County Juvenile Probation**

Customer Address **Attn: Melissa Mojica
Webb County Juvenile Probation
111 Camino Nuevo Road
Laredo, Texas 78043**

Customer Phone **(956) 523-5601**

NCTI Technical Assistance

NCTI's Technical Assistance prepares agencies to adhere to the practices of an Evidence-Based Program. NCTI will develop a Technical Assistance training specifically for the Webb County Juvenile Probation Department. The training will be delivered on-site to assist Crossroads Facilitators with program fidelity and any specific issues that are identified. NCTI will determine program needs through a survey, which will be sent to program administrators and Crossroads facilitators within Webb County Juvenile Probation. NCTI will develop the custom, Technical Assistance training using the feedback from the surveys, as well as the needs identified by the department. Through the survey, facilitators will have the opportunity to let NCTI know what is working for them, and what areas in which they would like additional assistance. In addition to assisting with facilitator issues and program fidelity, NCTI will also inform participants of updates in Evidence Based Practices (EPB) that may have occurred since their training.

During the on-site Technical Assistance Training, participants will:

- Gain an understanding of NCTI cognitive curricula delivery within the Department.
- Discuss appropriate referrals for NCTI cognitive programs, and how referring staff members can learn about and stay involved in their referral's learning with Cog Talk.
- Learn about program fidelity oversight, to ensure Evidence Based Practices and NCTI principles are followed and the curricula is delivered in accordance with the NCTI model, which includes:
 - NCTI model Cognitive-Based Curricula delivery method
 - Offender and Facilitator Assessments (Pre and Post Test, Facilitator Assessment)
 - Facilitator Evaluation Form
 - Webinars available to assist facilitators

Number of NCTI Trainers

One

Training Date(s) & Time(s)

June 1, 2016, 8:30am to 4:30 pm

Training Location

Laredo, Texas

Training Facility

Webb County Juvenile Probation
111 Camino Nuevo Road
Laredo, TX 78043

Training Materials Fee

Included in training fee

Training Fee

\$10,675.00

Participants

Up to 25 participants.

Travel/Hotel Expenses

\$0

TOTAL INVESTMENT:

\$10,675

Payment Terms

The Training Fees, and Travel Expense are payable as follows:

Total Training Investment due no later than 30 days after the training (the "Due Date").

Trainer(s)

NCTI has many skilled training personnel and recognizes that Customer may prefer having a certain trainer(s) present the Training. NCTI shall use its best efforts to confer with Customer before the Training and fulfill Customer's request for a specific trainer; provided, however, that the final choice of the trainer(s) shall be made at NCTI's sole discretion.

Cancellation Policy

Should the Customer cancel between 8 and 14 days prior to the first day of the Training, the Customer is subject to a service charge of 30% of the Training Fee plus any Travel Expenses NCTI has incurred. Should the Customer cancel 7 days or less prior to the first day of the Training, the Customer is subject to a service charge of 50% of the Training Fee plus any Travel Expenses NCTI has incurred.

Video/Audio Tape

Customer is prohibited from making any audio tape, video tape, or other form of reproduction of the visual, audio or other component of the Training or any portion thereof for any purpose whatsoever.

Attorneys' Fees

In the event of any litigation or other proceeding concerning this Agreement, the prevailing party shall be entitled to recover court costs, attorneys' fees, expert witness fees, and other related expenses incurred by the prevailing party as determined by the arbitrator or the court without assistance from a jury.

Finance Charge

Customer shall pay NCTI a finance charge on any unpaid balance at the rate of one and one-half percent (1 1/2%) per month (or the maximum lawful rate, if less) beginning on the Due Date.

Successors and Assigns

This Agreement shall be binding on, and shall inure to the benefit of Customer and NCTI and their respective heirs, legal representatives, successors and assigns.

Governing Law

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Arizona. NCTI and Customer agree to submit to the jurisdiction of the courts in Maricopa County, Arizona.

Entire Agreement

This Agreement contains the entire understanding and agreement concerning the Training. No other representations, promises, or agreements, oral or written, not herein contained, shall be of any force and effect. Any modification or waiver of any term of this Agreement, including modification or waiver of this term, must be in writing and signed by the party to be bound by such modification or waiver.

Notice

All notices, demands, and communications given under this Agreement ("Notice") shall be in writing and delivered personally or sent in the United States mail, postage prepaid, addressed as follows:

If to NCTI: **NCTI**
 Gary A. Bushkin, President
 319 East McDowell Road, Suite 200
 Phoenix, AZ 85004-1534

Customer Address **Webb County Juvenile Probation**
 Melissa Mojica
 111 Camino Nuevo Road
 Laredo, TX 78043

or at such other address as a party may from time to time designate by Notice hereunder. Notice shall be deemed received upon delivery in person, or if mailed, at midnight on the third business day after the date of mailing.

Waiver

No waiver of any provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof.

Dated effective as of the date and year first written above.

NATIONAL CURRICULUM & TRAINING INSTITUTE, INC.
An Arizona corporation

By _____ Date _____
Gary A. Bushkin, President

WEBB COUNTY JUVENILE PROBATION

By _____ Date _____
Melissa Mojica, Chief Juvenile Probation Officer