



**THE DIANA SCREEN®**  
**ACCESS LICENSE AND SCREENING SERVICES AGREEMENT**

THIS ACCESS LICENSE AND SCREENING SERVICES AGREEMENT, for an Abel Screening pre-employment child protection screen called The Diana Screen®, made and entered into as of the later of the two dates set forth beneath the signatures of the parties below (the “effective date”), by and between **ABEL SCREENING, INC.**, a Georgia corporation (hereinafter referred to as "ASI"), with its principal place of business at 1151 Harbor Bay Parkway, Suite 121, Alameda, CA 94502, and **WILLIAMSON COUNTY JUVENILE SERVICES**, (hereinafter referred to as "Licensee"), with its principal place of business at 200 Wilco Way, Georgetown, TX 78626.

W I T N E S S E T H:

WHEREAS, ASI has developed certain proprietary programs for gathering data to be processed by ASI in order to assist youth-serving agencies in assessing an applicant’s risk of sexual misconduct and ability to observe sexual boundaries with children and teens. THE DIANA SCREEN® is a risk reduction instrument that renders a pass or fail result.

THE DIANA SCREEN® utilizes information from the screen-taker’s responses to questions and provides a pass or fail result. THE DIANA SCREEN® is not a definitive screen; it is a screen to reduce sexual risk to children and teens. It should be used as one part of an agency’s overall application/interview/screening process. Screen-takers who receive a Fail result may be referred for a comprehensive evaluation to determine if the result was a false-positive or if the individual is a true risk for sexual misconduct with children and teens. This Internet accessible program is called THE DIANA SCREEN® (hereinafter referred to and interchangeably as the “THE DIANA SCREEN®” or “PROGRAM”);

WHEREAS, Licensee desires to license from ASI, and ASI is willing to grant Licensee a license with respect to THE DIANA SCREEN® and related materials on the terms and conditions provided below; and

WHEREAS, Licensee desires ASI, and ASI is willing, to process certain information gathered by Licensee through use of THE DIANA SCREEN® and related materials;

NOW, THEREFORE, in consideration of the promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

**1. Grant of License**

ASI hereby grants to Licensee a personal, non-exclusive, royalty-free, and non-transferable (subject to compliance with Licensee's obligations below) annual license to use THE DIANA SCREEN®, an Internet Accessible Software Application subject to the terms, conditions and limitations set forth herein (the "License"). (THE DIANA SCREEN® Program and any Information Sheets or Guides are sometimes referred to in this Agreement as the "Licensed Materials."). License is effective for one year.

**2. Scope of Use**

Licensee may not copy or otherwise reproduce THE DIANA SCREEN® program. Licensee shall not reverse-assemble, reverse-compile, or unlock THE DIANA SCREEN® in whole or in part for any reason. Licensee may relocate the Licensee location but shall promptly notify ASI in writing of the new location.

**3. Sublicensing**

Licensee shall **not** have the right to sublicense any of the Licensed Materials to others without the prior written permission of ASI.

#### 4. Access License Fee

In consideration for the grant of the License, Licensee shall pay ASI the sum of \$4,000.00 for up to 100 Diana Screens® for the term of July 1, 2024 to June 30, 2025 (the "License Fee"). **See Attachment A, incorporated herein, for the complete pricing structure.**

#### 5. Additional Fees

In consideration of this License, Licensee shall pay ASI for Set Up/Administration and Training fees. Pricing for all fees is located in Attachment A. Corresponding fees are due prior to the beginning of each contract year. Non-payment of fees may cause a suspension of screening ability.

#### 6. Acceptance of Program

Licensee shall have thirty (30) days following receipt from ASI of Program Access in which to accept or reject that THE DIANA SCREEN® operates substantially in accordance with the specifications and performance standards set forth in the Documentation described on said Schedule 1 (see page 8). In the event Licensee fails to reject THE DIANA SCREEN® within such thirty (30) day period by providing ASI with a notice of written rejection listing the alleged defect or noncompliance, THE DIANA SCREEN® program will be deemed accepted. In the event Licensee provides such written rejection notice, the parties agree to cooperate in good faith for a period not to exceed an additional thirty (30) days to attempt to resolve any acceptance issues.

#### 7. Enhancements

- (a) Should ASI enhance, modify, improve and/or rewrite THE DIANA SCREEN® program following the Acceptance Date, Licensee shall be entitled to utilize updates of THE DIANA SCREEN®. Enhancements made by ASI may be done without notice to Licensee.
- (b) Licensee may not enhance, modify, improve or rewrite THE DIANA SCREEN®. Should Licensee enhance, modify, improve and/or rewrite the Program at any time, Licensee agrees that any such enhancements, modifications, improvements, rewrites or additions to the Program by the Licensee shall become the sole property of ASI at no charge to ASI. ASI and Licensee agree that any modifications to or enhancements of the Program made by Licensee shall be works made for hire, and Licensee hereby transfers to ASI any and all interest Licensee may otherwise have in the Program or any such modifications thereto or enhancements thereof. Licensee shall execute any document or instrument reasonably necessary to establish or confirm ASI's ownership of the Program or any modifications thereto or enhancements thereof. ASI shall retain exclusive title to all Licensed Materials, including copies, translations, compilations and partial copies, if any.

#### 8. Technical Support

ASI shall make trained personnel available to Licensee's Primary Administrator by telephone during business hours (9:00 a.m. to 7:00 p.m. Eastern Time, Monday through Friday, holidays excepted; hereinafter referred to as a "Business Day") for a discussion of, and assistance in correcting, any problems perceived by Licensee to constitute defects, malfunctions, failures, bugs, misstatements and any and all other failures of the Program to conform to the Specifications. Such assistance will be rendered to Licensee at no cost for the term of this Agreement.

#### 9. Collection and Analysis of Screen Data

ASI agrees to analyze all data gathered from each screen-taker through use of the Licensed Materials by Licensee and submitted to ASI and to issue a written pass/fail report ("THE DIANA SCREEN® Report") identifying each screen-taker solely by an identification number to Licensee and for confidentiality thereon subject to each of the following conditions:

- (a) Licensee shall use the Licensed Materials and gather the required information with respect to each screen-taker in strict accordance with the Documentation.

- (b) Licensee shall submit such information to ASI, and not to any other person or entity, for analysis.
- (c) Only upper level management and/or human resources personnel can be considered a Primary Administrator who will have access to the Licensee's Account and Pass/Fail results with respect to each screen-taker and Licensee shall provide ASI with written documentation of this individual's "right to access." Use Attachment C to designate the person that is Licensee's "Primary Administrator:"

Licensee shall provide ASI written notice of any substitute Primary Administrator, providing and certifying as to the accuracy of the information indicated above with regard to such persons and authorizes ASI to verify this information for the purpose of screen security and confidentiality.

Subject to the foregoing conditions, ASI shall analyze data that is submitted to it by Licensee and that has been gathered from each screen-taker through use of and in accordance with all instructions contained in the Licensed Materials, and ASI shall make available THE DIANA SCREEN® Report to Licensee thereon within twenty-four (24) hours of delivery of such information ("Analysis Services") unless circumstances beyond the control of ASI interrupt, prohibit, or otherwise prevent the transfer of data via the Internet.

## **10. Confidentiality**

- (a) For purposes of this Agreement, "Confidential Information" shall mean information or material proprietary to ASI or designated as "Confidential Information" by ASI, and not generally known by non-ASI personnel, which Licensee may obtain knowledge of or access to as a result of its use of or exposure to THE DIANA SCREEN® Program, Licensed Materials, and the Documentation. The Confidential Information includes, but is not limited to, the following types of information or other information of a similar nature (whether or not reduced to writing): all documentation (including the Documentation and Licensed Materials) and other tangible or intangible discoveries, ideas, concepts, software, designs, drawings, specifications, techniques, models, information, source code, object code, diagrams, flow charts, procedures and "know-how" comprising all or any portion of the Program or the Documentation, or revealed to Licensee in connection with any negotiations or testing of the same. Confidential Information also includes any information described above that ASI obtains from another party that ASI treats as proprietary or designates as Confidential Information, whether or not owned or developed by ASI. Information publicly known and that is generally employed by the computer software industry or any profession at the time that Licensee learns of such information or knowledge shall not be deemed part of the Confidential Information.
- (b) Licensee shall not directly or indirectly disclose, display, provide, transfer or otherwise make available all or any part of the Confidential Information or the Licensed Materials to any person or entity at any time during the period in which Licensee has access to the Confidential Information and the Licensed Materials or thereafter, unless Licensee has received prior written permission from ASI. Licensee shall not make copies of the Confidential Information, the Licensed Materials or any portion thereof. At no time and under no circumstances shall Licensee reverse-engineer, decompile or disassemble the Program or the Confidential Information or attempt to use the Program in any form. Licensee shall allow only its designated employees to have access to the Confidential Information and the Licensed Materials. Licensee shall not provide access to the Confidential Information or the Licensed Materials to any third parties, including consultants and independent contractors.
- (c) Upon the termination of this Agreement in accordance with Section 12, Licensee shall return to ASI all Licensed Materials and all other materials of any nature whatsoever provided by ASI to Licensee. Upon the request of ASI, Licensee shall certify in writing that all Licensed Materials and other such materials have been returned to ASI. In addition, Licensee agrees to erase, delete or destroy any notes, magnetic media or other computer storage, including system backups that contain any Licensed Materials or Confidential Information copied or derived from Licensed Materials and the Confidential Information.
- (d) Licensee acknowledges that ASI, because of the unique nature of the Confidential Information and the Licensed Materials, would suffer irreparable harm in the event that Licensee breached its obligations under this Section 10, in that monetary damages would be inadequate to compensate ASI for such a breach. The parties agree that in such circumstances ASI shall be entitled, in addition to monetary relief, to injunctive

relief as may be necessary to restrain any continuing or further breach by Licensee, without the need to show or prove that ASI has sustained any actual damages.

- (e) ASI also acknowledges the importance of keeping the Licensee's information confidential. ASI has strict confidentiality procedures that insure confidentiality for all screen-takers. The screen-takers' information is sent to us--with no identifying information. Each screen is sent with two sets of numbers: the first number identifies the screen-taker; the second number identifies the agency giving the screen. No employee of ASI will have access to any name associated with any Diana Screen®. No data from the Licensee will be identified as the Licensee's data without the Licensee's permission. Only the Licensee can link that number and the screen-taker's name to their pass/fail result.

## **11. ASI Employees**

During the term of this Agreement and for twelve (12) months after any termination hereof, Licensee shall not solicit to employ or employ any person employed by ASI.

## **12. Termination**

Notwithstanding the otherwise noted terms of the license granted hereby, this Agreement shall terminate at the option of either party upon the failure of the other party to perform or observe any covenant or obligation set forth in this Agreement, (including the use or attempted use by Licensee of any party other than ASI to perform Analysis Services), each of which shall be deemed material, provided the non-performing party has been given written notice and thirty (30) days' opportunity to cure such failure and cure has not been effected within such period; provided, further, that in the event Licensee fails to pay for any Analysis Services requested hereunder, this Agreement shall not terminate and shall remain in full force, but ASI shall have no obligation to perform such services. Upon any termination of this Agreement or the license granted hereunder, Licensee shall cease using THE DIANA SCREEN® and shall return to ASI, or at ASI's direction, destroy the original and all copies of the Documentation and any other Licensed Materials provided by ASI, and, if such termination arises due to the actions of Licensee, Licensee shall not be entitled to any refund of the License Fee. The obligations of Licensee set forth in the sections of this Agreement entitled "Scope of License," "Title and Ownership" and "Confidentiality" shall continue in full force and effect upon any termination of this Agreement. Additionally, ASI shall have the right to terminate this agreement without cause during the term of this Agreement.

## **13. Customer Reference**

Licensee agrees to participate as a customer reference for the Licensed Materials by (a) allowing ASI to refer to Licensee as an account of ASI; (b) agreeing to be interviewed for at least one article that may be published in an industry, scientific or professional publication; and (c) allowing ASI to use Licensee's name on promotional materials.

## **14. Research and Development Use of Data**

ASI shall have the right to incorporate any and all data Licensee submits to ASI pursuant to this Agreement into ASI's own archival computer database, but without identifying the subject from whom such data was derived, for purposes of both future research regarding the understanding of sexual behavior in general and the future development of new behavioral or psychological screening products. The collected data will be archived for future use and when used will be used only in the aggregate with thousands of other responses collected from numerous treatment sites and/or youth-serving agencies across the United States. Licensee hereby consents to the use of such data for such purposes and releases ASI both from any liability or responsibility for such uses and from any claim upon ASI for financial remuneration with respect to the development and sale of any such products.

## 15. Screen-Taker Consent

Prior to administering any screen to such screen-taker contemplated by this Agreement, Licensee must inform the screen-taker of the consent they will grant via Internet signature that states:

### The Diana Screen® Consent

By clicking 'Next,' you are giving consent to take The Diana Screen®.

The Diana Screen® is a sexual risk screening tool to protect children. You will also be giving your consent for your answers, without your name or identifying information, to be collected for research purposes to protect children.

I agree to take The Diana Screen®.

I understand that:

- My answers to the questions will NOT be seen by anyone at this organization.
- My Diana Screen® will be identified by a number only. My name will NOT appear.
- My pass/fail results will be used as part of the organization's decision on whether I may work or volunteer.
- My answers will go to Abel Screening, Inc. in Atlanta, GA for scoring.
- Abel Screening, Inc. will use my answers without my name for research to protect children.
- I understand and agree that I won't sue Abel Screening, Inc.

Thank you for helping protect children.

## 16. Warranties

- (a) ASI warrants that THE DIANA SCREEN® shall, from the Acceptance Date and for a period of ninety (90) days thereafter, operate substantially in accordance with the specifications therefore set forth in the Documentation described on Schedule 1 hereto. In the event that THE DIANA SCREEN® Program is defective during such period, the Licensee shall provide ASI with written notice of the claimed defect, error, malfunction or "bug" (a "Defect") and information sufficient to permit ASI to recreate the Defect. ASI shall use its best efforts to cure said Defect within a reasonable period of time. This shall be the Licensee's sole and exclusive remedy. This warranty shall not apply if (i) the Program was not used in accordance with ASI's then-current published specifications; (ii) the Program was altered, modified or converted by the Licensee; or (iii) any other cause within the control of the Licensee caused the Defect. The foregoing warranty does not extend to the operation of the Program on any hardware configuration, or in any operating environment, other than the ASI's then current published specifications.
- (b) Licensee acknowledges that all data submitted to ASI in accordance with Section 9 will be compared by ASI with statistical information compiled from results of its own research on particular individuals and that, while it believes there may be a correlation between such information and similar data relating to other individuals, ASI DOES NOT WARRANT THAT THE LICENSED MATERIALS WILL MEET LICENSEE'S REQUIREMENTS OR THE STANDARDS OF MEDICAL OR PSYCHOLOGICAL PROFESSIONALS OR THAT ANY OF THE DIANA SCREEN® REPORTS DELIVERED TO LICENSEE BY ASI PURSUANT TO THE TERMS OF THIS AGREEMENT WILL BE SUITABLE FOR ANY PURPOSE OR ACCURATE AS A PREDICTOR OR INDICATOR OF ANY PSYCHOLOGICAL CONDITION. LICENSEE SHALL ASSUME ALL RISKS ASSOCIATED WITH ADOPTING THE LICENSED MATERIALS AND USING THE DIANA SCREEN® REPORTS IN LICENSEE'S ORGANIZATION. LICENSEE IS EXERCISING LICENSEE'S OWN JUDGMENT IN AGREEING TO SO USE THE LICENSED MATERIALS AND THE DIANA SCREEN® REPORTS, AND LICENSEE REPRESENTS TO ASI THAT LICENSEE OR THE PRIMARY ADMINISTRATOR VIEWING REPORTS, ADMINISTERING THE SCREEN, AND AUTHORIZING ADDITIONAL ADMINISTRATORS HAS THE TRAINING, SKILL AND JUDGMENT NECESSARY TO MAKE SUCH DETERMINATION.
- (c) ASI DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THIS PROGRAM WILL OPERATE ERROR-FREE OR THAT THE PROGRAM WILL OPERATE UNINTERRUPTEDLY OR THAT IT WILL OPERATE IN COMBINATION WITH OTHER PROGRAMS (EXCEPT AS

PERMITTED BY ASI'S THEN-CURRENT PUBLISHED SPECIFICATIONS) OR THAT ALL PROGRAM DEFECTS ARE CORRECTABLE. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **17. Limitation of Liability**

EXCEPT AS WARRANTED BY ASI IN SECTION 16 HEREOF, ASI SHALL HAVE NO LIABILITY TO LICENSEE OR ANY OTHER INDIVIDUAL OR ENTITY, WHETHER OR NOT CONNECTED WITH LICENSEE, INCLUDING ANY PROSPECTIVE OR CURRENT VOLUNTEER, EMPLOYEE, CLIENT OR CUSTOMER OF LICENSEE, FOR ANY CLAIM, LOSS OR DAMAGE OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH PERFORMANCE OF THIS AGREEMENT OR ARISING OUT OF OR IN CONNECTION WITH (A) THE DEFICIENCY OR INADEQUACY OF THE LICENSED MATERIALS OR THE DIANA SCREEN® REPORTS FOR ANY PURPOSE, WHETHER OR NOT KNOWN OR DISCLOSED TO LICENSEE; (B) THE USE OR PERFORMANCE OF THE LICENSED MATERIALS, THE DIANA SCREEN® REPORTS OR ANY FILES, DATA OR COMPUTER SYSTEMS RELATED THERETO OR USED IN CONNECTION THEREWITH; (C) ANY INTERRUPTION OR LOSS OF SERVICE OR USE OF THE LICENSED MATERIALS, OR ANY FILES, DATA OR OTHER COMPUTER SYSTEMS; (D) ANY PROGRAM FAILURE; OR (E) ANY LOST PROFITS OR SALES, BUSINESS, CIVIL OR OTHER INCIDENTAL, CONSEQUENTIAL OR SPECIAL LOSS OR DAMAGES OF ANY KIND OR NATURE RESULTING FROM THE FOREGOING. EXCEPT FOR ACTIONS BROUGHT UNDER PARAGRAPH (a) OF SECTION 18 BELOW ENTITLED "INDEMNIFICATION," AND EXCEPT FOR CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE RESULTING DIRECTLY FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ASI, ASI'S LIABILITY FOR ALL CLAIMS THAT ARISE OUT OF THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE LICENSE FEE PAID BY LICENSEE TO ASI FOR PROGRAM ACCESS.

## **18. Indemnification**

- (a) Notwithstanding Section 17 hereof, entitled "Limitation of Liability," ASI shall indemnify and hold Licensee harmless from any damages or costs incurred by Licensee for any action based on any infringement of a patent or copyright as a result of Licensee's use of THE DIANA SCREEN® if: (a) Licensee notifies ASI promptly in writing of any such claim or suit against Licensee, cooperates fully with ASI, and permits ASI to defend or settle such claim or suit on behalf of Licensee; (b) Licensee did not use THE DIANA SCREEN® with other software except as permitted by ASI's then-current published specifications; and (c) Licensee complied with all the material terms and conditions of this Agreement. If the use of the Program is enjoined as a result of such action, ASI shall use its best efforts: (x) to obtain for Licensee the right to continue using the Program; or (y) to modify the Program so that it no longer infringes but possesses its original functionality. In the event that, despite the exercise of its best efforts, ASI is unable to effect either (x) or (y), it shall refund to Licensee that portion of the aggregate license access fee hereunder with respect to the Program which the number of whole months following the date on which the infringement first occurred bears to twelve (12) months. Notwithstanding the foregoing, ASI shall have no liability for any claims arising out of (a) the use of the Program where the infringement arises out of a modification created by Licensee; or (b) any infringement caused by the use of the Program in combination with any third-party product that is not approved by ASI. THIS PARAGRAPH STATES THE SOLE LIABILITY OF ASI FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND AND IS IN LIEU OF ANY OTHER WARRANTY AGAINST SUCH INFRINGEMENT, EXPRESS, STATUTORY, OR IMPLIED.
- (b) ASI shall not be responsible for any failure by Licensee to use professional care in the use and validation of the results produced by the Program and THE DIANA SCREEN® Reports including Licensee's failure to keep THE DIANA SCREEN® Reports confidential. Licensee shall indemnify and hold harmless ASI, its officers, directors, employees, successors and assigns from and against any and all claims, liabilities, costs and damages arising out of or in any manner connected with Licensee's medical or professional malpractice and negligence, violations of privacy, defamation, and employment laws, or willful misconduct causing personal injury or property damage to ASI.

**19. Applicable Law**

This Agreement shall be governed by the laws of the State of Texas.

**20. Entire Agreement**

This Agreement and the Schedules attached hereto constitute the entire agreement between the parties with respect to the subject matter contained herein and supersede all prior agreements, representations, negotiations, and understandings between the parties.

**21. Amendments**

No amendment to this Agreement shall be effective unless it is in writing signed by the parties hereto.

**22. Headings Not Controlling**

Headings used in this Agreement are for reference only and shall not be deemed a substantive part of this Agreement.

**23. Assignment**

ASI may assign all ASI's rights and obligations under this Agreement to a successor-in-interest to all or substantially all of ASI's Software, Programs, Assessment and Reports business, provided that such assignee agrees in writing to perform all of the assignor's obligations under this Agreement. This Agreement shall not be assignable by Licensee without ASI's written consent. Subject to the foregoing, this Agreement shall be binding upon the parties' respective successors and assigns.

**24. Non-Waiver**

The provisions of this Agreement, including this paragraph, may be modified or waived only in writing signed by the party affected by the modification or waiver. No waiver with respect to any portion of this Agreement shall apply to any other portion of this Agreement, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any party, and no failure, omission, delay or forbearance by any party in exercising such party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Agreement.

**25. Notices**

Any notice to be given under the terms of this Agreement shall be in writing. The notice shall be considered delivered, if by hand, on the date of delivery, if by facsimile transmission, on confirmation (including telephonic) of receipt, and, if by regular mail, by first-class mail on the date of deposit with the United States Postal Service. Such notices shall be addressed to the receiving party or an officer thereof at the address set forth at the beginning of this Agreement or at any place where hand delivery is accomplished.

**26. Duplicate Originals**

This Agreement may be executed in duplicate, each of which shall be deemed an original, but both of which together shall constitute one instrument.

**27. Texas Prompt Payment Act Compliance**

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1

shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

**28. County's Right to Audit**

ASI agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of ASI which are directly pertinent to the services to be performed and amounts expended under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. ASI agrees that County shall have access during normal working hours to all necessary ASI facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give ASI reasonable advance notice of intended audits.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties have caused this Agreement to be duly authorized and executed.

**"ASI": ABEL SCREENING, INC.**

By: Whitney Gabriel  
Name: Whitney Gabriel  
Title: Chief Operating Officer  
Date Accepted: 6/12/2024

**"LICENSEE": WILLIAMSON COUNTY JUVENILE SERVICES**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Date Accepted: \_\_\_\_\_

**DESCRIPTION OF SCHEDULES**

**Schedule 1** - Description of Documentation and other materials.

*To be supplied by ASI (the "ASI – Provided Materials")*

- THE DIANA SCREEN® Questionnaire Software for Adults via Internet Access utilizing unique log in and password
- ASI Instructional Materials and Guides (the "Documentation")
- Miscellaneous Supplies

**Schedule 2** - Current Computer Environment Specifications:

- Internet Browsers Supported:
  - Google Chrome
  - Microsoft Edge
  - Firefox 2.0 or later
  - Safari 3 or later
  - Opera 9 or later
  - Other: JavaScript MUST be enabled
- Wi-Fi NOT recommended



**ATTACHMENT A**  
**ABEL SCREENING, INC.**

**The Diana Screen® License Agreement**  
**Cost Quote For Williamson County Juvenile Services**  
**May 21, 2024**

The pricing structure for The Diana Screen® is as follow:

**One Year Agreement: Contract Date July 1, 2024 to June 30, 2025**

Access License Fee for up to 100 Diana Screens®	\$ 4,000.00
Initial Set-up Fee† per location/subsite administering screens (\$299 x 1)	\$ 299.00
Required Training: Multi-Agency Webinar Training (\$125 x 2)	\$ 250.00
<b>Total*</b>	<b>\$ 4,549.00</b>

Individual Diana Screens administered beyond the 100 screens purchased above will be billed monthly as used @ \$45.00 per screen.

Alternatively, prior to administering the last of the above pre-purchased Diana Screens®, Williamson County Juvenile Services may contact Abel Screening, Inc. to purchase a bulk of 25 or more Diana Screens® @ \$40.00 per screen. Individual Diana Screens administered beyond the additional bulk screens purchased above will be billed monthly as used @ \$45.00 per screen.

The above pre-purchased or additional bulk purchases of Diana Screens® must be used by the end of the one-year license term and will not roll-over into another term.

Both the English and Spanish language versions of The Diana Screen® are included in this cost quote.

Additional required training as needed (see below).

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**Required Training** - Screen Administration and Best Pre-Hire Employment Practices

Available Training Options:

In-Person, On-Site Training for Unlimited Trainees, not including expenses	\$ 2,500.00
Private Agency Webinar, for up to 10 Trainees, Per Training	\$ 1,500.00
Multi-Agency Webinar, Per Person	\$ 125.00

**Additional Locations/Subsites**

Additional locations/subsites added mid-contract:

Initial Set-up Fee per location/subsite administering screens	\$ 299.00
Reinstated location/subsite administering screens	\$ 199.00

Also Available:

Better Boundaries Training, not including expenses	\$ 2,500.00
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\*Contract Fees are due before the first day of the contract.

†There is an Initial Setup Fee or an Annual Administration Fee for each location or subsite that will be administering The Diana Screen®.

This Cost Quote is valid for thirty (30) days from the date indicated above.