

ROUTING SLIP – INTERNALTitle: **NorthPointe Addendum FY15**Purchasing Tracking #: **2015**Procurement Type: **RFB**Type of document: **Contract**Is this a renewal? Yes ☒ No ☐Annual Amount of contract: **861,125.00**Total Amount of contract: **861,125.00**Contract Term Dates: **7/1/2014** **6/30/2015**Contract Term with all extensions: **2 years with 5 1-year renewals.**Is this Intergovernmental? Yes ☐ No ☐

Please do not Decline this document unless you have conferred with either the Contract Administrator, Contract Manager or emailed the DocuSign Administrator at docdocusign@wi.gov and discussed changes.

DOCUMENT SUMMARY

Give a detailed description of the background, content and purpose of the document.

This represents our yearly renewal with Northpointe for the COMPAS application. Annual license, maintenance, and support total 745,075.00. Additional services include training hours, IT development hours, project management, and server hosting, totalling 116,050.00. All expenditures approved through the Reentry Executive Team. The documentation formalizes the agreement for these services as well as the yearly renewal.

Submitted by: **Jared Hoy**

Contract Administrator/Division Contact

Colleen Ward

Purchasing Contract Manager

DocuSigned by:

Jared Hoy

June 17, 2014

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DocuSigned by:

Colleen Ward

June 19, 2014

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APPROVED BY**Gloria J. Thomas**

Office of Legal Counsel

DocuSigned by:

Gloria J. Thomas

June 19, 2014

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DocuSigned by:

Dawn Woeshnick

DMS Bureau of Budget & Facilities Mgmt

Dawn Woeshnick

June 19, 2014

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DocuSigned by:

Cynda Solberg

DOC Purchasing Section Chief

Cynda Solberg

June 20, 2014

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DocuSigned by:

Scott D Legwold

Division Administrator (Originating Division)

Scott D Legwold

June 24, 2014

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DocuSigned by:

Stacey L Rolston

DMS Administrator

Stacey L Rolston

June 24, 2014

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DocuSigned by:

Edward F. Wall

Office of the Secretary

Edward F. Wall

June 25, 2014

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Other Instructions: (Attach comment, mailing instructions and issues if warranted.)

n/a

FISCAL YEAR 2015 COMPAS SERVICES AGREEMENT

Contract Number: C2015

Contract Period: The Agreement shall commence and be effective as of the date when all parties hereto have affixed their respective signatures below and shall continue in effect until June 30, 2015.

This Agreement (the "Contract" or "Agreement") is made and entered into for the term set forth above by and between NORTHPOINTE, INC. a Michigan Corporation, herein referred to as "Northpointe, or "Licensor", having its principal place of business at 1764 Forest Ridge Dr., Traverse City, MI 49686 and the Department of Corrections ("DOC") on behalf of the State of Wisconsin, herein referred to as "AGENCY" or "LICENSEE", having its principal place of business at P.O. Box 7925, Madison, WI 53707-7925.

WHEREAS, Northpointe markets and owns certain systems and software and/or is otherwise legally authorized to distribute other third-party software; and

WHEREAS, Northpointe licenses its COMPAS System (hereafter "COMPAS" or "COMPAS System") to and for the AGENCY under the terms and conditions of Contract C2015; and

WHEREAS, Northpointe has also proposed to perform certain other services related to the COMPAS System, as further described and provided for in this Agreement.

This Agreement, which comprises the entire agreement between the parties, is composed entirely of the following document, which is incorporated herein by reference and form an integral part hereof.

Exhibit A: WI DOC / Northpointe Professional Services Budget FY 2015

NOW, THEREFORE, the parties agree as follows:

Services. Subject to the terms and conditions of this Agreement, Northpointe will provide the AGENCY with those services described on **Exhibit A**. The AGENCY will pay Northpointe the fees set forth on **Exhibit A** for any such Services. The AGENCY shall reserve the right to adjust units of service based on need. The actual amount of services utilized will vary and be invoiced to the AGENCY upon completion of service.

1. FEES AND PAYMENT SCHEDULE

1.1 Fees. The AGENCY will pay Northpointe the services fees set forth on **Exhibit A** (WI DOC / Northpointe Professional Services Budget FY 2015).

1.2 Payment. Unless otherwise expressly provided in this Agreement, the AGENCY agrees to pay Northpointe within thirty (30) calendar days after the date of any invoice from Northpointe. Fees for Services will be billed as set forth on **Exhibit A**.

1.3 All payments will be sent to:

Northpointe Inc.
PO Box 203288
Dallas, TX 75320-3288

IN WITNESS WHEREOF, the Northpointe designated agent whose signature appears below, hereby warrants that he/she has been authorized to execute this Agreement on behalf of Northpointe and hereby accepts and binds Northpointe to the terms and conditions of this Agreement on this 19 day of June, 2014.

NORTHPOINTE INC:

**Department of Corrections, on behalf of the
State of Wisconsin:**

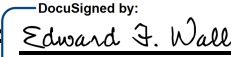
Name: Dave Wells

Name: Edward F. Wall

Title: General Manager

Title: Secretary

Signature: 
1F731F75BBA0424...

Signature: 
3C94C779D0F14CF...

Date: June 19, 2014

Date: June 25, 2014

Exhibit A***COMPAS FY15 Budget**

Contact: Jared Hoy
Phone: (608) 240-5010
Email: Jared.Hoy@wisconsin.gov
Project: WI DOC FY15 - Contract C2015

	Unit	Qty	Unit Price	Total
ANNUAL LICENSES, MAINTENANCE AND SUPPORT				
COMPAS Suite with Case Manager - Enterprise License w/ maintenance & support	1			\$725,000
Milwaukee Detention Classification Maintenance and Support				\$3,075
Workload Manager Maintenance and Support				\$17,000
Subtotal, Software Licenses, Maintenance and Support				\$745,075
FIXED COSTS				
Training Materials	User	2	\$200	\$400
Annual Hosting Fee		1		\$8,250
			<i>Discount Training Materials</i>	<i>-\$400</i>
Subtotal, Fixed Costs				\$8,250
PROFESSIONAL SERVICES				
Training Services	Hour	128	\$250	\$32,000
Training Prep	Hour	20	\$175	\$3,500
Software Development Customizations	Hour	400	\$150	\$60,000
Project Management	Hour	36	\$175	\$6,300
Subtotal, Professional Services				\$101,800
TRAVEL EXPENSES - PASS THROUGH				
Estimated Travel Costs - Pass Through	Trips	4	\$1,500	\$6,000
Subtotal, Travel Expenses				\$6,000
GRAND TOTAL				\$861,125

Prices do not include any applicable taxes

*The actual amount of services utilized will vary and be invoiced to WIDOC upon completion of service.

WIDOC reserves the right to adjust units of service based on funding availability and need.

Service delivery shall not commence until approval of WIDOC contract manager.

Service scope and definition is defined by the Statement of Work document titled "Wisconsin Department of Corrections Fiscal Year Services 2015". Approval of this Addendum includes approval of the scope definition provided by Northpointe for the pending services.



Statement of Work

Wisconsin Department of Corrections
FY 2015 Services

June 6, 2014



STATEMENT OF WORK

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Section 2

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STATEMENT OF WORK

SECTION 1: Introduction

Northpointe is pleased to partner with the Wisconsin Department of Corrections (Agency). This Statement of Work (SOW) identifies the tasks required to implement the contracted services for Fiscal Year 2015 as outlined within the Pricing Proposal and Northpointe's understanding of the requirements. This project is scheduled for July 1, 2014 – June 30, 2015.

To best facilitate service delivery, Northpointe will work with the responsible stakeholders from each of the Agency's critical business groups who will participate in delivery as the Agency's *Core Project Team*. The Agency, consistent with the scope of the project, will need to identify these stakeholders and include, where possible, a "vertical slice" of the organization, including front line, supervisory, mid-management, and leadership within the Agency as well as programmers, business analysts, trainers and project managers, from the technical areas of the agency as appropriate. The Agency will also need to appoint a Project Manager as the single point of contact for the project.

As determined appropriate by the software and services purchased, Northpointe will assign its project team to include subject matter expertise in policy consulting, technical consulting, training, and project management to ensure a high quality of delivery.



SECTION 2: Work Breakdown Structure

WBS 1.0 Project Management

Northpointe will provide project management services to oversee the delivery of contracted services. The Northpointe Project Manager (PM) will coordinate Northpointe project activities and is the Agency's first communication point for any issues arising during the project.

Northpointe will provide the following project management services through our PM:

- Review the Services within the Statement of Work and discuss the delivery timeline with the Wisconsin DOC Project Manager.
- Coordination of internal and external project resources and activities to ensure milestones are achieved as planned.
- Coordinate project tasks to minimize implementation time and costs, while taking into consideration resource and time constraints – including the Agency's resource availability.
- Serve as the main point of contact for the Agency's Project Manager.
- Provide project status.

Northpointe's PM will ensure that internal resources are coordinated and available consistent with the services purchased. This will include subject matter experts involving Information Technology, Training and Consultation. The Northpointe PM will monitor the project resources to ensure quality delivery of services and that the deliverables are completed in accordance with this Statement of Work.

Northpointe requires that the Agency appoint a Project Manager and identify the applicable functional and operational representatives for the Agency's Core Project Team members to support the scope of the project. The Agency's Project Manager will lead the Core Team and be responsible for the Agency's personnel resources and deliverables within the project. This team must have the authority to make decisions regarding the scope and details of the project for delivery purposes:

- The core team representatives should have complete knowledge and familiarity with the Agency's relevant operations and objectives, and will form the majority of the delivery team throughout the life of the project.
- The core team will assume the roles and execute the responsibilities required to accomplish the Agency's related tasks and deliverables identified within this Statement of Work.

Change Management Process

For the protection of all stakeholders involved, changes to the agreed-upon scope of the project must be managed carefully. Any change or modification to the SOW or existing production application will result in a **Change Control** and will be managed through the Change Management Process. The process defined within this section outlines the steps that will be taken when scope changes are requested.

Requests to add or remove functionality from the production application or this SOW will be represented within a specific Change Control form, regardless of the size or impact of the requested change. Although either party may request a change, documenting the change will be overseen by the Northpointe Project Manager.



The Change Control form will include the following items:

- a written description of the requirement modification/addition
- an estimated timeline for completion that includes revised deliverable dates and projected overall project completion based on the changes requested, if any
- specific financial charges (if any) related to the change, with associated billing terms noted

Joint approval of the Change Control form is **required** before work on the change can be scheduled and initiated. If a delay occurs in acquiring proper approvals, the Northpointe Project Manager will make adjustments to the Project Schedule to accommodate the delay and realign the completion dates for milestones. Each organization is responsible for accommodations to the project schedule resulting from delays they cause in the approval of the Change Control form.

Deliverables for Project Management Services

- 36 hours of Project Management [3 hours per month, delivered remotely].

WBS 2.0 Training

Northpointe will provide training services to the Agency based on the type of training needed during the fiscal year. Up to 128 service hours are reserved for training purposes; Northpointe will work with the Agency to define the training sessions needed in order to finalize a training approach. The training may include, but is not limited to, any of the Northpointe's existing training sessions defined, such as Basic software training, Ad Hoc software training, Basic Refresher training, Train the Trainer sessions, Train the Trainer Recertification sessions and Advanced training.

If training services are requested that will utilize the hours allotted within this Statement of Work, Northpointe will initiate the Change Management process in order to request additional time for service delivery.

The Northpointe training will:

- Provide standard electronic training materials to the Agency for distribution to each trainee.
- Provide trainees with the basic skills in the overall use of the COMPAS software.
- Be conducted either onsite or via WebEx (remotely) as requested by the Agency. Onsite training will be delivered in a computer lab provided by the Agency with each participant and the trainer having a computer terminal with internet access that can access the Northpointe Suite training site, should the training require individual participant computer access.
 - Up to 4 trips have been estimated by Northpointe to deliver onsite training services. Additional trips will require a Change Control Request to allocate necessary travel expenses.

Northpointe training materials assume all users are familiar with a Windows environment – the Northpointe training will not include any Windows or remedial computer training.

Deliverables for Training

- Training materials – 2 electronic copies to be delivered to the Agency prior to the training
- Up to 20 hours of training preparation (remote)
- Up to 128 hours of Training (onsite or remote, per Agency request).



WBS 3.0 Software Development - Customizations

Northpointe will work with the Agency to define all requested software customizations and work with the agency to finalize the design and functional requirements based on quarterly reports submitted by the Agency. The Agency's *Change Advisory Board (CAB)* will submit the written quarterly report/s to the Northpointe Project Manager to be reviewed in full by the technical project team. The Northpointe Project Manager will be responsible for managing the process within Northpointe and facilitating any necessary technical review meetings.

Northpointe will return a completed *Change Control Request* document within 2-4 weeks after the submission of the CAB. The *Change Control Request* outlines the tasks agreed to and prioritized by the Agency, including development time estimates and associated costs for implementing the changes.

The Agency will return the signed *Change Control Request* document once approved. The Northpointe Project Manager will then schedule the development tasks required to complete the CCR as agreed to.

All time spent in defining, designing, developing, testing and implementing software customizations will be tracked and billed to the Agency on a time and materials basis. Hours will not exceed 400 for the fiscal year as defined within this Statement of Work.

Deliverable for Software Development - Customizations

- Up to 400 hours total of customization work including design/development/QA/implementation tasks.

Travel Expenses

The estimated Northpointe travel expenses will be invoiced to the Agency as Time and Materials expenses. These charges will include all related airfare, lodging and automobile expenses, and meals (per diem). If last minute travel change requests are made by the Agency, the Agency will be responsible for reimbursing Northpointe for any related change fees or related expenses.

No additional travel expenses will be billed to the Agency without prior approval.

All on-site trips must be scheduled at least three weeks in advance.



Project Pricing

Pricing Summary

The following table summarizes the expenses pricing for this engagement. The active term of this engagement is **July 1, 2014 – June 30, 2015**.

	Unit	Qty	Unit Price	Total
FIXED COSTS				
Training Materials	User	2	\$200	\$400
Annual Hosting Fee		1		\$8,250
			<i>Discount Training Materials</i>	<i>-\$400</i>
Subtotal, Fixed Costs				\$8,250
PROFESSIONAL SERVICES				
Training Services	Hour	128	\$250	\$32,000
Training Prep	Hour	20	\$175	\$3,500
Software Development Customizations	Hour	400	\$150	\$60,000
Project Management	Hour	36	\$175	\$6,300
Subtotal, Professional Services				\$101,800
TRAVEL EXPENSES - PASS THROUGH				
Estimated Travel Costs - Pass Through	Trips	4	\$1,500	\$6,000
Subtotal, Travel Expenses				\$6,000

Billing Rules

- The following **Fixed Costs** will be billed as follows:
 - Training Materials – Billed to the Agency when delivered in full by Northpointe.
 - Annual Hosting Fee – Payment for Hosting Fees is due upon contract execution, and will be billed with the annual renewal for licenses and maintenance. All hosting fees are billed on an annual basis.
- All **Professional Service** and **Estimated Travel** fees will be billed on a time and materials basis. Northpointe will invoice monthly in arrears for all services delivered.
 - Travel fees are processed as a direct pass through to the Agency, and will be billed in full to the Agency based on actual expenses incurred.
- All pricing excludes applicable taxes, which are the responsibility of the Agency.
- If project is cancelled prior to completion, all effort and travel-related costs expended through the date of cancellation will be due and payable.
- Except as modified by this Statement of Work, the Professional Services are governed by the active Professional Services agreement with the Agency.



SECTION 3: Assumptions

General Assumptions

1. These services are priced on a time and materials basis unless noted otherwise within the *Project Pricing* section. Northpointe will invoice monthly in arrears for services delivered, which may be less than or greater than those estimates.
2. Northpointe's implementation estimates do not include installation and/or configuration of any computer hardware and peripheral equipment housed within the user's environment. The end user will be responsible for installing and configuring computer hardware and peripheral equipment.
3. Agency will have all of the necessary and appropriate personnel at all of the meetings for the purpose of defining and approving the requirements of the project.
4. Agency is responsible for TCP/IP connectivity from all client workstations to the necessary servers.
5. Agency will appoint a single point of contact for the duration of the project. This person should have project management responsibilities and decision-making authority for the Agency. This person will be the primary point of contact for Northpointe's Project Manager.
6. Based on availability, the Agency will make appropriate technical resources available to Northpointe, including but not limited to database administrators, application developers, network administrators and end users as needed.
7. Northpointe will provide on-site training to Agency in a classroom environment suitable for training. Agency will be responsible for providing and preparing the training facility to include a computer terminal with internet access for each participant and the presenter (should the training require it), a projector and screen, flip charts and a white board.
8. The training noted in the Scope of Work does NOT certify participants as trainers unless explicitly noted in the SOW. Northpointe is the only entity that can certify trainers to train others.
9. Training will be provided on consecutive days; training sessions assume back to back trainings to minimize travel days. Should the Agency request that training be provided on non consecutive days, the Estimated Travel Cost, for labor and travel expenses, may exceed the estimate provided.
10. A training day is eight (8) hours or less training provided on a single day. Unless expressly stated all training will be provided during normal business hours (8 am to 5 pm local time) and will be billed in eight hour increments.
11. This Statement of Work includes specific project parameters related to software customizations, interfaces, training and implementation. For additional services or customizations not included within the Statement of Work. Northpointe will provide additional scope statements with work/budget estimates for any other required work elements.



12. Agency and Northpointe will agree on scope, services, payment terms, and deliverables for all services prior to the Notice to Proceed.
13. This Statement of Work does not include any costs associated with 3rd party vendors or software that may be needed to complete the implementation of the work described herein.
14. Agency is responsible for all manual data entry and/or data scrubbing related to production data sets that are prohibited from being released to Northpointe technical resources.
15. In the event production data is not released to Northpointe for any and all Data Conversion projects, the Agency will assume all additional costs related to special handling needs for the technical staff. This includes any and all travel costs incurred for onsite data conversion tasks.
16. This Statement of Work is valid for Fiscal Year 2015: July 1, 2014 – June 30, 2015.

Project Management and Risk Factor Assumptions

17. The Agency project manager will be responsible for obtaining all required authorizations, approvals and/or signoffs by Agency related to project deliverables and project progression in a timeframe that is in alignment with the Project Schedule. Delays to this process, as well as any Agency tasks not completed within the Project Schedule timeframe, may be subject to the Change Order Management process. Delays will adversely impact targeted deadlines, and may include increased project fees required to maintain baseline Project Schedule activities.
18. Any scheduled Northpointe resource that is unable to proceed with assigned tasks due to a Agency initiated delay (ie. Lack of approvals, failure to deliver required elements such as data, design schemas, etc) may be reassigned to other work within the Northpointe queue. Northpointe will not provide unlimited resource availability for projects that are not progressing according to the agreed upon Project Schedule. If Northpointe resources are reassigned to other projects, the Agency project will be placed *on hold* until additional resources become available.
19. Agency is fully responsible for all integration efforts not described within this Statement of Work.
20. The Project Schedule is dependent on the Agency's input and is contingent upon the timely attainment of external milestones that are outside the control of Northpointe.
21. If Agency approvals are delayed for more than 10 business days for no clearly defined reason, Northpointe will consider the project *on hold* and will invoice for services rendered to that time.

Infrastructure Assumptions

22. Agency will provide a project work area and infrastructure at the centralized implementation location appropriate for the size of the combined Agency/Northpointe project team. This infrastructure should include desks, chairs, telephones, and workstations with network access to printers and to the Northpointe applications and implementation databases.
23. Access to all working environments must be made available to the project team throughout the project, including technical test, production and UAT application environments.



24. Workstation backups are the responsibility of the Agency. This includes the development and execution of the backups and recovery programs.
25. Agency's with an on-premise hosting solution assume the responsibility for applying software patches to all functional servers and client hardware. Northpointe personnel will not be responsible for these services.
26. Acquisition, installation, testing, support, and tuning of any additional required application software, hardware, DBMS, other software, peripherals and communications infrastructure will be the responsibility of Agency.
27. Agency will be responsible for deploying access to the system and for providing all supporting software, hardware, and connectivity for the servers.
28. The following information technology services are not included in this Statement of Work: network connections; telecommunications network(s); operating system, network administration; disaster recovery planning; the acquisition, installation, testing and tuning of any required hardware, operating software, peripherals and communications infrastructure.

Statement of Work Approval

Agency's Representative:

Name (print): _____

Position: _____

Signature: _____

Date: _____

Contractor's Representative:

Name (print): Dave Wells

Position: General Manager

Signature: _____

Date: _____

CONTRACT

COMPAS LICENSING AGREEMENT

Request for Proposal Number: SM-2015

Contract Number: C2015

Contract Period: The Contract shall commence and be effective as of the date when all parties hereto have affixed their respective signatures below and shall continue in effect for a period of two (2) years from that date (with five (5) possible one (1) year renewal contract extensions by mutual agreement between Northpointe and the AGENCY), unless earlier terminated in accordance with this Contract.

This Agreement (the "Contract" or "Agreement") is made and entered into for the term set forth above by and between NORTHPOINTE INSTITUTE FOR PUBLIC MANAGEMENT, INC. a Michigan Corporation, herein referred to as "Northpointe, or "Licensor", having its principal place of business at 1764 Forest Ridge Dr., Traverse City, MI 49686 and the Department of Corrections "DOC") on behalf of the State of Wisconsin, herein referred to as "AGENCY" or "LICENSEE", having its principal place of business at P.O. Box 7925, Madison, WI 53707-7925.

WHEREAS, Northpointe markets and owns certain systems and software and/or is otherwise legally authorized to distribute other third-party software; and

WHEREAS, Northpointe has proposed to license its COMPAS System (hereafter "COMPAS" or "COMPAS System") to and for the AGENCY under the terms and conditions of this Agreement; and

WHEREAS, Northpointe has also proposed to perform certain other services related to the COMPAS System, as further described and provided for in this Agreement.

This Contract, which comprises the entire agreement between the parties, is composed of all of the following documents, all of which are incorporated herein by reference and form an integral part hereof. When there are conflicts or disputes between the terms of this Contract and the terms of the following documents, the following precedence for all documents in descending order of priority shall be used to resolve said conflict or dispute:

- Contract C2015 (this main document, bearing signatures of both parties);
- Exhibit A "COMPAS System and Fees"
- Exhibit B "Statement of Work"
- Exhibit C "Maintenance and Support Service"
- Exhibit D "Hosting Services"
- Official State of Wisconsin Purchase Order
- DOA-3054 "Standard Terms and Conditions"
- DOA-3681 "Supplemental Standard Terms and Conditions for Procurement of Services"
- DOC's "Request for Proposal #SM-2015", dated July 24, 2009 as amended
- Contractor's Proposal, dated August 20, 2009 which was issued in response to RFP SM-2015

Notwithstanding anything to the contrary, in the event of a conflict between the terms of this Contract and any attachment or exhibit hereto, the terms of this Contract shall control.

NOW, THEREFORE, the parties agree as follows:

1. LICENSE AND USE

COMPAS System: The AGENCY shall be entitled to use the COMPAS System set forth below in accordance with the terms and conditions of the Agreement, and according to Option 2 of the Cost Proposal in Exhibit A, including without limitation, the restrictions indicated in this Exhibit.

1.1 License. Subject to the terms and conditions of this Agreement, including without limitation the AGENCY's payment of all applicable License Fees (as defined below), Northpointe hereby grants to the AGENCY and other Wisconsin criminal justice agencies/partners and the AGENCY hereby accepts from Northpointe a nonexclusive, nontransferable license, without the right to grant sublicenses, to use and benefit from the COMPAS System, in executable code form only, for which the AGENCY has paid the applicable License Fees, in accordance with this Agreement, the user manuals provided to the AGENCY with the COMPAS System in either electronic, online help files or hard copy format ("Documentation") and the limitations set forth in **Exhibit A**, if any, solely for the AGENCY's internal business purposes.

1.2 Restrictions. The AGENCY acknowledges that the COMPAS System and the structure, organization, and source code thereof constitute valuable trade secrets of Northpointe. Accordingly, except as expressly permitted in Section 1.1 or as otherwise authorized by Northpointe in writing, the AGENCY will not, and will not permit any third party to (a) modify, adapt, alter, translate, or create derivative works from the COMPAS System; (b) sublicense, lease, rent, loan, sell, distribute, make available or otherwise transfer the COMPAS System to any third party, (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the COMPAS System; or (d) otherwise use or copy the COMPAS System except as expressly allowed under Section 1.1 above. The AGENCY may make one (1) copy of the COMPAS System solely as necessary for archival or backup purposes.

1.3 Additional Materials. Unless otherwise expressly agreed to by the parties, the AGENCY shall provide and obtain for itself all hardware, software, services and technology necessary to operate the COMPAS System not owned or provided by Northpointe.

2. DELIVERY, ACCEPTANCE AND INSTALLATION

2.1 Delivery and Acceptance. If Northpointe is not hosting the COMPAS System for the AGENCY as provided in Section 4, Northpointe will deliver the COMPAS System to the AGENCY in accordance with the AGENCY's reasonable instructions. The COMPAS System will be deemed accepted upon the sign off by user acceptance testing..

2.2 Installation. Unless otherwise agreed to and set forth on **Exhibit A**, the AGENCY is responsible for installing the COMPAS System in accordance with the Documentation. The AGENCY will place the COMPAS System on an AGENCY,

county-wide network or internet website accessible by all concurrent users for which the AGENCY has paid the applicable License Fees.

- 2.3 **Customization.** Optional customization of the COMPAS System for the AGENCY ("Customization") may be performed by Northpointe upon request of the AGENCY. Additional costs for Customization will be agreed upon by the AGENCY and Northpointe.

3. MAINTENANCE AND SUPPORT; TRAINING; SERVICES

- 3.1 **Maintenance and Support.** Subject to the terms and conditions of this Agreement, including without limitation the AGENCY's payment of all applicable Maintenance and Support Fees (as defined below), Northpointe will provide the AGENCY with those maintenance and support services for the COMPAS System described on **Exhibit C** ("Maintenance and Support Services").
- 3.2 **Training.** Subject to the terms and conditions of this Agreement, Northpointe will provide the AGENCY with training services related to the COMPAS System as described on **Exhibit A**. Notwithstanding any training services provided to the AGENCY under this Agreement, Northpointe will not be liable for the AGENCY's use of the COMPAS System or any information obtained thereby, including any use that may be in violation of any laws or regulations.
- 3.3 **Additional Services.** Subject to the terms and conditions of this Agreement, Northpointe will provide the AGENCY with those additional services described on **Exhibit A**, if any ("Additional Services"). The AGENCY will pay Northpointe the fees set forth on **Exhibit A** for any such Additional Services.

4. HOSTING

If the AGENCY desires that Northpointe host the COMPAS System, then Northpointe will provide those resources necessary to host the COMPAS System for the AGENCY and provide certain related services as described on **Exhibit D** ("Hosting Services") to enable the AGENCY to utilize the COMPAS System pursuant to this Agreement. Hosting Services provided under this Agreement shall be provided on a month-to-month basis and can be terminated at any time should the client be ready to host the application in their own environment. Fees will be charged through the end of the month hosting services were terminated.

5. FEES AND PAYMENT SCHEDULE

- 5.1 **Fees.** The AGENCY will pay Northpointe the license fees set forth on **Exhibit A** ("License Fees"). The AGENCY will pay the fees for Maintenance and Support Services as set forth on **Exhibit A** ("Maintenance and Support Fees") and the fees set forth on **Exhibit A** for any Additional Services.
- 5.2 **Proration of Fees.** Should this Agreement be terminated prior to the completion of the initial two (2) year term or any one (1) year renewal term, except for termination of this Agreement due to breach of or non-compliance with this Agreement by the AGENCY, Northpointe will refund to the Agency all fees paid in advance, including

License Fees and fees for Maintenance and Support Services, on a prorated basis as set forth in Exhibit B, Statement of Work.

5.3 Payment. Unless otherwise expressly provided in this Agreement, the AGENCY agrees to pay Northpointe within thirty (30) calendar days after the date of any invoice from Northpointe. License Fees and Maintenance and Support Fees will be billed in full thirty (30) calendar days before the start of each new contract year. Fees for any Additional Services will be billed as set forth on **Exhibit A**. Fees exclude, and the AGENCY will make all payments of fees to Northpointe free and clear of, all applicable sales, use, and other taxes and all applicable export and import fees, customs duties and similar charges. Northpointe may charge interest on all late payments equal to one and one-half percent (1%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid. All payments will be sent to:

Northpointe Institute for Public Management
112 N. Rubey Dr. – Suite 135
Golden, CO 80403

5.4 Records and Reports. At all times during the term of this Agreement, and for at least three (3) years after any termination of this Agreement, the AGENCY will maintain complete and accurate records of all usage of the COMPAS System, and all other data reasonably necessary for verification of the AGENCY's compliance with the terms and conditions of this Agreement.

5.5 Northpointe shall comply with the reporting and auditing requirements of the Agency including, without limitation, the requirement that Northpointe retain all documents applicable to the Contract for a period of not less than three (3) years after the final Contract payment is made. Any required reports shall be forwarded to the Agency according to the schedule of the Agency.

6. TERM AND TERMINATION

6.1 Term. The term of this Agreement shall begin on the Effective Date, as provided for above, and continue until terminated as provided in this Section 6. Either party may give notice to the other party of its intent not to renew this Agreement for an additional one (1) year renewal term, following the initial two (2) year term or any one (1) year renewal term, by delivering sixty (60) days' prior written notice to the other party of such intent not to renew.

6.2 Termination. The Agency may terminate this Contract at any time, with or without cause, and without penalty by delivering sixty (60) days' prior written notice to Northpointe. Failure of the Agency to comply with the Contract terms, conditions, or specifications shall provide the sole cause for which Northpointe is entitled to terminate this Contract. Northpointe shall notify Agency in writing within thirty (30) days after Northpointe becomes aware of the alleged noncompliance with a complete description of the same. If Agency does not, within forty-five (45) days after its receipt of Northpointe's notice, either (i) effect a cure, or (ii) if the noncompliance is not one that can reasonably be cured within forty-five (45) days, develop a plan to cure the noncompliance and diligently proceed according to that plan until a cure is effected, then Northpointe may terminate this Contract for cause by written notice to Agency. Northpointe may not

terminate this Contract without cause unless express written consent to do so is provided by Agency.

6.3 Effects of Termination. Upon termination or expiration of this Agreement for any reason, any amounts, including pro-rated refunds as applicable, owed to the parties under this Agreement before such termination or expiration will be immediately due and payable. In addition, all licensed rights granted in this Agreement will immediately cease to exist, and the AGENCY must promptly discontinue all use of the COMPAS System, erase all copies of the COMPAS System from the AGENCY's computers, and return to Northpointe or destroy all copies of the COMPAS System, Documentation and other Northpointe Confidential Information in the AGENCY's possession or control. Sections 1.2, 3.2, 5.2, 5.3, 5.4, 5.5, 6.3, 7, 8.2, 9, 10, 11 and 12, together with any accrued payment obligations, will survive expiration or termination of this Agreement for any reason.

7. PROPRIETARY RIGHTS

7.1 Northpointe's Rights. The AGENCY acknowledges and agrees that the COMPAS System, Documentation and any Customization of the COMPAS System, and all worldwide copyrights, trademarks, service marks, trade secrets, patents, patent applications, know-how, moral rights, contract rights, and other proprietary rights therein, are the exclusive property of Northpointe and its suppliers and that this Agreement grants the AGENCY no title or right of ownership in the COMPAS System, Documentation and any Customization of the COMPAS System. All rights in and to the COMPAS System, Documentation and any Customization of the COMPAS System not expressly granted to the AGENCY in this Agreement are reserved by Northpointe and its suppliers. The AGENCY agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within the COMPAS System, Documentation, any Customization of the COMPAS System, or any related materials.

7.2 AGENCY's Rights. The AGENCY retains all right, title and interest in and to the AGENCY Data, and Northpointe acknowledges and agrees that it neither owns nor acquires any additional rights in and to the AGENCY Data not expressly granted by this Agreement. "AGENCY Data" means the data and content provided and generated by the AGENCY in the course of the AGENCY's use of the COMPAS System in accordance with this Agreement.

8. WARRANTY; DISCLAIMER

8.1 Warranty. Northpointe hereby warrants that it is either the sole owner of all right, title and interest in and to, or is authorized to license to the AGENCY, the COMPAS System being provided to the AGENCY under this Agreement. Northpointe further warrants that, for a period of 120 days from the date of this Agreement (the "Warranty Period"), the COMPAS system will perform substantially in accordance with the documentation provided by Northpointe in Northpointe's response to RFP #SM-2015, dated August 20, 2009. Upon completion of the warranty period the maintenance agreement found in Exhibit C will begin, which will ensure the application continues to function and perform as intended. Northpointe will, at its own option and expense, and as its sole obligation and AGENCY's exclusive remedy for any breach of this

warranty, use commercially reasonable efforts to either (a) correct any reproducible error that AGENCY reports to Northpointe in writing during the Warranty Period, or (b) replace the defective portion of the COMPAS System. Any such error correction or replacement provided to AGENCY will not extend the original Warranty Period. If Northpointe determines that it is unable to correct the error or replace the defective portion of the COMPAS System, Northpointe will refund to AGENCY all License Fees actually paid, in which case this Agreement and AGENCY's right to use the COMPAS System will terminate.

- 8.2 **Disclaimer.** EXCEPT AS SPECIFICALLY PROVIDED FOR IN SECTION 8.1, NORTHPOINTE MAKES NO WARRANTIES, EITHER EXPRESS, IMPLIED OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE COMPAS SYSTEM, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, WHICH ARE HEREBY DISCLAIMED. NORTHPOINTE DOES NOT WARRANT THAT THE AGENCY'S USE OF THE COMPAS SYSTEM WILL BE ERROR-FREE OR UNINTERRUPTED.

9. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST DATA, LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NORTHPOINTE'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE COMPAS SYSTEM, WHETHER IN CONTRACT OR TORT EXCEPT FOR INJURY OR BODILY HARM AS IT PERTAINS TO THE IMPLEMENTATION OF SOFTWARE OR ITS SUPPORT SERVICES, OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF LICENSE, MAINTENANCE AND SUPPORT FEES PAID TO NORTHPOINTE DURING THE EIGHTEEN (18) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. The AGENCY acknowledges that these limitations reflect the allocation of risk set forth in this Agreement and that Northpointe would not enter into this Agreement without these limitations on its liability, and the AGENCY agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. In addition, Northpointe disclaims all liability of any kind of Northpointe's licensors and suppliers.

10. INDEMNIFICATION

- 10.1 **Indemnity by Northpointe.** Northpointe will defend at its own expense any action against the AGENCY brought by a third party to the extent that the action is based upon a claim that the COMPAS System infringes any U.S. patents or any copyrights or misappropriates any trade secrets of a third party, and Northpointe will pay those costs and damages finally awarded against the AGENCY in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on the AGENCY (a) notifying Northpointe promptly in writing of such action, (b) giving Northpointe sole control of the defense thereof and any related settlement negotiations, and (c) cooperating and, at Northpointe's request and expense,

assisting in such defense. If the COMPAS System becomes, or in Northpointe's opinion is likely to become, the subject of an infringement claim, Northpointe may, at its option and expense, either (i) procure for the AGENCY the right to continue using the COMPAS System, (ii) replace or modify the COMPAS System so that it becomes non-infringing, or (iii) accept return of the COMPAS System, terminate this Agreement upon written notice to the AGENCY and refund the AGENCY the License Fees paid for the COMPAS System upon such termination, computed according to a thirty-six (36) month straight-line amortization schedule beginning on the Effective Date. Notwithstanding the foregoing, Northpointe will have no obligation under this Section 10.1 or otherwise with respect to any infringement claim based upon (a) any use of the COMPAS System not in accordance with this Agreement or for purposes not intended by Northpointe, (b) any use of the COMPAS System in combination with other products, equipment, software, or data not intended by Northpointe to be used with the COMPAS System (c) any use of any release of the COMPAS System other than the most current release made available to the AGENCY, or (d) any modification of the COMPAS System by any person other than Northpointe or its authorized agents or subcontractors.

10.2 Indemnity by Northpointe for Other Claims and Actions. Northpointe will indemnify, defend and hold harmless the State of Wisconsin and all of its officers, agents, and employees from all suits, actions, or claims of any character brought by a third party to the extent for or on account of any injuries or damages received by any persons or property resulting from Northpointe, or of any of its contractors, while performing work under this Agreement.

10.3 The State of Wisconsin shall provide liability protection for its officers, employees and agents while acting within the scope of their employment. The State further agrees to indemnify and hold harmless Northpointe, its directors, officials, agents and employees for any and all liability, including claims, demands, losses, costs, or damages to persons or property arising out of, or in connection with, or occurring in connection with, this Agreement where such liability is founded upon or grows out of acts or omissions of any of the State's officers, employees or agents while acting within the scope of their employment, where protection is afforded by §§893.82 and 895.46(1), of the Wisconsin Statutes.

11. CONFIDENTIALITY

11.1 Confidential Information. Each party (the "Disclosing Party") may from time to time disclose to the other party (the "Receiving Party") certain information regarding the business of the Disclosing Party and its suppliers, including technical, marketing, financial, employee, planning, and other confidential or proprietary information ("Confidential Information"). Any information that the Receiving Party knew, under the circumstances, was considered confidential or proprietary by the Disclosing Party will be considered Confidential Information of the Disclosing Party. The COMPAS System, including without limitation any routines, subroutines, directories, tools, programs, or any other technology included therein, shall be considered Northpointe's Confidential Information.

11.2 Protection of Confidential Information. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who

have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

11.3 Exceptions. The Receiving Party's obligations under Section 10.2 with respect to any Confidential Information of the Disclosing Party will terminate if such information: (a) was already known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

11.4 Return of Confidential Information. The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party upon the expiration or termination of this Agreement. Upon request from the Disclosing Party, the Receiving Party will certify in writing signed by an officer of the Receiving Party that it has fully complied with its obligations under this Section 11.4.

11.5 Confidentiality and the Health Insurance Portability Accountability Act.

Northpointe agrees to comply with all laws, rules and regulations regarding confidentiality of offender health information, including the federal Health Insurance Portability and Accountability Act (HIPAA) regulations (45 CFR, parts 160 & 164), federal Alcohol and Other Drug Abuse Patient Information regulations (42 CFR part 2), and by various Wisconsin laws including Ch. 51, Ch. 146 and Ch. 252, governing the confidentiality of medical, mental health, developmental disability, and alcohol and drug information

12. SECURITY AND CREDENTIAL REVIEW

The AGENCY requires that all persons providing services in its facilities and offices submit and pass criminal background and license/credential checks. History of arrests and/or convictions could disqualify an individual if deemed relevant to the position, service or site. Background checks will be conducted and paid for by the department, and records will be maintained on site, as well as copies of credentials and licenses

12.1 ACCESS TO DOC INSTITUTIONS

Execution of this contract may require access/entrance into DOC secure facilities. All contractor staff will be required to submit to a Criminal Background Check, which must be successfully completed prior to arrival. Although specific policies vary somewhat between facilities, the following will apply:

- All vehicles parked in DOC facility parking areas shall have keys removed, be kept locked and windows completely closed.
- Within the fence, contraband items are prohibited in the vehicle as well as on the person. Contraband items include but are not limited to drugs, tobacco products, cell phones, adult or pornographic materials, explosives and weapons (including pocket knives and razor knives, unless a part of an inventoried tool box.) Tool boxes should be inventoried prior to arrival to facilitate security staff accounting. Items may be left with security, however illegal items may not be returned.
- Contractor staff walking in may be required to pass through a metal detector and/or have all carry-in items x-rayed or searched.
- Fraternization with inmates is prohibited. Nothing is to be given to inmates (food, mail, money, newspapers or magazines, etc.) without authorization and nothing is to be received from inmates for removal or transport from the institution.

12.2 **EMPLOYEE IDENTIFICATION**

All contractors' employees, while working on DOC property, **must** wear a clearly displayed photo identification badge (provided by the Contractor at the Contractor's cost) showing they are employees of the contractor. Badges must be available but will not be required to be worn when protective clothing and respiratory protection is required.

13. GENERAL PROVISIONS

13.1 Notices. All notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by certified mail, return receipt requested, or delivered in person to whom it is to be given at the addresses set forth above or to such other addresses as a party may designate pursuant to this notice provision. Any notice given shall be deemed to have been received on the date on which it is delivered personally or if mailed, on the third business day following the mailing thereof.

13.2 Assignment. Neither the AGENCY nor Northpointe may assign or transfer, by operation of law or otherwise, any of its rights under this Agreement (including the license rights granted to the AGENCY to the COMPAS System), in whole or in part, to any third party, without prior written approval of the other party, which shall not unreasonably be withheld or delayed; except that Northpointe may assign this Agreement, without consent, to any successor to all or substantially all its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any attempted assignment or transfer in violation of the foregoing will be null and void.

13.3 Entire Agreement. This Agreement and the exhibits and schedules attached hereto constitute the entire agreement of the parties with respect to the subject matter hereof, and this Agreement supersedes all previous agreements, whether written or oral and all negotiations as well as any previous agreements presently in

effect between Northpointe and the Agency relating to the subject matter hereof. There shall be no modification, rescission, waiver, release or amendment of any provision of this Agreement, except by an express written amendment to this Agreement signed by authorized representatives of each of the parties hereto, and for the AGENCY by same person or persons, or their successors and/or expressly authorized designee(s), who signs the original Agreement. The terms of any purchase order or similar document submitted by the AGENCY to Northpointe will have no effect.

- 13.4 Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of Wisconsin, without regard to its principles of conflicts of law.
- 13.5 Compliance with Laws.** The AGENCY shall comply with all applicable export and import control laws and regulations concerning its use of the COMPAS System and, in particular, the AGENCY will not export or re-export the COMPAS System without all required government licenses and the AGENCY agrees to comply with the export laws, restrictions, national security controls and regulations of all applicable foreign agencies or authorities. The AGENCY agrees to defend, indemnify, and hold harmless Northpointe from and against any violation of any applicable laws or regulations by the AGENCY or any of its agents, officers, directors, or employees.
- 13.6 U.S. Government End Users.** If the AGENCY is a branch or agency of the United States Government, the following provision applies. The COMPAS System is comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 and are provided to the Government (a) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (b) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-3. *[NTD: this clause must be included in the agreement, based on the regulations cited in this section, because the AGENCY is a government agency, in order to ensure that the AGENCY is not able to claim any more rights in the COMPAS System than those provided under this agreement]*
- 13.7 Remedies.** Except as provided in Section 10.1, the parties' rights and remedies under this Agreement are cumulative. If any legal action is brought by a party to enforce this Agreement, the prevailing party may be entitled to receive its reasonable attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.
- 13.8 Waivers.** All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 13.9 Severability.** If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.
- 13.10 Construction.** The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."

IN WITNESS WHEREOF, the Northpointe designated agent whose signature appears below, hereby warrants that he has been authorized to execute this Agreement on behalf of Northpointe and hereby accepts and binds Northpointe to the terms and conditions of this Agreement on this _____ day of _____, 2010.

NORTHPOINTE INSTITUTE FOR
PUBLIC MANAGEMENT, INC.

By: Carla Newman
Signature: Carla Newman
Title: VP
Date: 7/8/10

Department of Corrections on
behalf of the State of Wisconsin

By: Rick Razumil
Signature: Rick Razumil
Title: Secretary
Date: 7/13/10

Exhibit A

COMPAS System and Fees

License Fees: The License Fees for the COMPAS System as of the Effective Date are listed below. The License Fees will be negotiated each year based on the package of product modules provided.

Maintenance and Support Fees: The Maintenance and Support Fees are annual fees that are payable in advance for each contract year in which Maintenance and Support Services are to be provided in accordance with the payment terms set forth in the Agreement. The Maintenance and Support Fees for each contract year are based on a percentage of the License Fees as listed below.

Proration of Fees: In the event of termination of this Agreement before the completion of the initial two (2) year term or any one (1) year renewal term, except for termination of this Agreement due to breach of or non-compliance with this Agreement by the AGENCY, Northpointe shall refund License Fees and Maintenance and Support Fees on a prorated basis.

COST PROPOSAL FORM

RFP # SM-2015 RISK AND NEEDS ASSESSMENT SOFTWARE TOOL

OPTION 2 – ANNUAL LICENSE AND MAINTENANCE FEE

Northpointe offers the Wisconsin DOC a COMPAS Enterprise Solution. The Enterprise solution offers unlimited access to an unlimited number of users in the Wisconsin Department of Corrections for the following COMPAS Modules:

COMPAS SUITE

- Assessment Modules
 - CORE
 - REENTRY
 - WOMEN
 - YOUTH
- Case Planning Module
 - Outcomes tracking
 - Assignment of Goals, Tasks and Activities
 - Service Provider database
- Assessment Narrative
- Typology Reports
- Ad Hoc Report Generator
- Case Supervision Review Instrument

- Third party assessments built into the software
 - Static-99
 - TCU Drug Screen
 - TCU Criminal Thinking Scale
 - VASOR
 - URICA
 - Mental Health Pre-Screener
 - Youth Detention Screener

1 ST Year License and Maintenance and Support	\$ 0
2 nd Year License and Maintenance and Support (20% Discount)	\$ 327,450
3 rd Year License, Maintenance and Support	\$ 392,940
4 th Year License, Maintenance and Support	\$ 392,940
5 th Year License, Maintenance and Support	\$ 392,940
6 th Year License, Maintenance and Support	\$ 409,313
7 th Year License, Maintenance and Support	\$ 409,313
License and Maintenance and Support Sub Total:	\$ 2,324,896

Cost Associated with Upgrades

Free – Included in
Cost of Maintenance

Implementation Costs:

(See Attached SOW for Detail)

Exhibit A Proposal Notes:

1. To encourage local buy-in, commitment and a coordinated effort with the WIDOC our proposed software license/purchase fees **include the use of the COMPAS Suite by other Wisconsin Criminal Justice Agencies/Partners at NO additional cost.** This provision allows for an unlimited number of users once the software goes live. However, the basic 2 day COMPAS training would be required for these other agencies and may require additional monies once the proposed training line item is depleted.
2. Northpointe has provided enterprise level solution for the COMPAS Suite. Previously, Northpointe had provided Wisconsin DOC cost estimates based on a specified number of users and with access to a limited number of software modules. However, based on information in the RFP, we feel our Enterprise solution with additional software modules and access to an unlimited number of users both within and outside of the DOC more specifically meet the needs of the Wisconsin DOC
3. Our proposal is designed to allow for best practices to be utilized in the rollout of the COMPAS Suite. Service dollars provided are capped and billed down as services are rendered; likewise software modules have been included to meet the user requirements as stated in the RFP. These price estimates are based on our previous experience with similar sized projects. Should Wisconsin DOC select Northpointe's proposal these costs can be reviewed to ensure we are in line with the implementation intentions of Wisconsin DOC.
4. Based on past experience almost all larger agencies request certain customized features to the application. As a result we include software customization as part of our implementation plan; however those line items are at the discretion of Wisconsin DOC and are not mandatory. Those line items have been clearly broken out in the Implementation budget detail.



WISCONSIN DEPARTMENT OF CORRECTIONS
COMPAS IMPLEMENTATION PROJECT

Statement of Work – DRAFT V. 4

June 11, 2010

PHASE I: 7/1/10 - 3/31/11

ITEMS	Start Date	End Date	Unit Pricing	Deliverables / Notes	Pricing
Implementation Planning / Support	7/1/2010	3/31/2011	\$18,000/mo.	Monthly Status Report - meeting notes/diagrams, discussions from onsite /offsite consulting and project management work	\$162,000
Software Set up and Config. on NPT Servers	7/1/2010	7/1/2010	Flat fee	WI able to access and use software	\$2,000
Region 5 Demonstration Training Plan	7/12/2010	7/30/2010	Flat fee	Accepted Training Plan	\$2,500
Region 5 Demonstration Training Curriculum Customizations	7/12/2010	8/13/2010	Bill Down at \$150/hr.	Accepted Curriculum	\$8,000
Software Customizations Prior to Phase I Rollout	7/1/2010	8/17/2010	If billed down based on time and materials and materials \$150/hr.	WI Sign off on Specifications Doc	\$5,000
- Spec Document				WI sign off on delivered customizations	
- Software Customizations / QA					
COMPAS Training - Region 5 Demonstration Sites	9/1/2010	9/30/2010	\$3,500/ per two day training	Completed Trainings	\$49,000
- COMPAS Training DCC- Reentry - (2 days)			No more than 25 per class	Completed Trainings	
- Ad Hoc Training - (1 day)				Completed Trainings	
- Supervisor Training - (2 days)				Completed Trainings	
MI Training / Coaching - Region 5 Demonstration Sites	8/1/2010	8/30/2010		Completed Trainings	(Equals 14 training sessions)
- Train Supervisors (2 days)				Completed Trainings	
- Supervisors Trained as Coaches (2 days)				Completed Trainings	
- MI Staff Training for All (2 days)				Completed Trainings	\$29,000
COMPAS T-4-T Training (2 weeks of time)	2/1/2011	3/31/2011	Flat Fee	Completed Trainings (Two Trainers)	
Training Materials	8/24/2010	9/30/2010	\$25/per person	100/units	
Phase I - Business Process Analysis for DAI	7/1/10	8/15/10	Flat fee	Design Plan for Process Evaluation	\$2,500
	8/16/10	9/30/10	Flat fee	Written Report of Process Evaluation	\$10,000
Phase I - Business Process Analysis for DJC	7/1/10	8/15/10	Flat fee	Design Plan for Process Evaluation	\$20,000
	8/16/10	9/30/10	Flat fee	Written Report for Process Evaluation	\$10,000
DAI / DJC Demonstration Training Plan	10/1/10	10/15/10	Flat fee	Accepted Training Plan	\$20,000
DAI / DJC Demonstration Training Curriculum Customizations	10/1/10	10/25/10	Bill Down at \$150/hr.	Accepted Training Curriculum	\$3,500
Software Customizations Prior to DAI/DJC Demonstration Rollout	9/1/10	11/15/10	If Billed down rates are \$150/hr.		\$7,500
- Spec Document				WI DOC Sign off on Spec Doc	
- Software Customizations / QA				WI Sign off on delivered customizations	

ITEMS	START DATE	END DATE	UNIT PRICING	DELIVERABLES / NOTES	PRICING
COMPAS Training – DAI / DIC Demonstration Sites	11/29/2010	12/30/2010			
- COMPAS Training DAI - Core - (2 days)				Completed Training	
- COMPAS Training DIC - Youth - (2 days)				Completed Training	
- Ad Hoc Training - (1 day)				Completed Training	\$59,500
- Supervisor Training - (2 days)				Completed Training	
MI Training / Coaching – DAI / DIC Demonstration Sites	1/1/2011	2/15/2010			(Equals 17 training sessions)
- Train Supervisors (2 days)			No more than 25 per class	Completed Training	
- Supervisors Trained as Coaches (2 days)				Completed Training	
- MI Staff Training for All (2 days)				Completed Training	
Training Materials			\$25/per person	Delivered Materials	\$2,500
Software Customizations Prior to Phase II Rollout	11/1/2010	3/15/2011			
- Spec Document			Bill Down at \$150/hr.	WI Sign off on Specifications Doc	\$5,000
- Software Customizations / QA				monthly report on work completed	\$10,000
- Write Test Cases / UA Testing				WI Sign off on UAT	\$5,000
- Documentation				WI Receives Documentation	\$3,000
Phase II Training Plan	2/1/2011	3/1/2011	Flat Fee	WI sign off on Phase II Training Plan	\$5,000
Phase II Training Prep	2/1/2011	3/15/2011	Flat Fee	Internal Northpointe Trainings and meetings to coordinate all staff that will be training during the Wisconsin statewide rollout	\$16,000
Phase II Curriculum Refinement	1/1/2011	3/15/2011	Bill Down at \$150/hr.	WI sign off on Phase II Curriculum	\$3,500
Set Up Software on WI Servers	3/15/2011	3/25/2011	Flat Fee	WI sign off on acceptance of App	\$3,000

PHASE II: 4/1/11 - 12/31/11

ITEMS	Start Date	End Date	Unit Pricing	Deliverables / Notes	Pricing
Implementation Planning / Support	4/1/2011	12/31/2011	\$18,000/month	Monthly Status Report - meeting notes/diagrams, discussions from onsite /offsite consulting and project management work	\$162,000
Region 5 Norming Study	4/1/2011	4/30/2011	Flat fee	Completed Study	\$9,000
COMPAS Training - Statewide Rollout	4/1/2011	6/30/2011		Completed Trainings	
COMPAS Training - Statewide Rollout	7/1/2011	9/30/2011	\$3,500 per 2 day training session	Completed Trainings	
COMPAS Training - Statewide Rollout	10/1/2012	12/31/2011		Completed Trainings	\$304,500
- COMPAS Training DCC - Reentry					
- COMPAS Training DAI - Core			No more than 25 people per class	Rollout Plan TBD	(Equals 87 training sessions)
- COMPAS Training DJC - Youth				Trainings are billed as they are completed	
- Ad Hoc Training					
- Supervisor Training					
MI Training / Coaching	5/1/2011	3/31/2012		Completed Trainings	
	5/1/2011	6/30/2011	\$3,500 per 2 day training session	Rollout Plan TBD	\$154,000
	7/1/2011	9/30/2011		Trainings are billed as they are completed	(Equals 44 training sessions)
	10/1/2011	12/30/2011			
	1/1/2012	3/31/2012			
Training Materials	4/1/2011	12/31/2010	\$25/per person	Delivered Materials - 1900/units	\$47,500
DAI / DJC - Norming Study (Two Studies)	7/1/11	8/15/11	Flat Fee	Completed Study	\$18,000
PSI Customization	1/1/2011	6/30/2011		Dates Subject to Change based on Priorities	
- Spec Documentation				Sign off on Spec Doc	\$6,500
- PSI Development / QA				Monthly report on work completed	\$32,000
- Write Test Cases / UA Testing			Bill Down at \$150/hr.	UAT signed off on and Accepted	\$6,500
- Documentation				WI Receives Documentation	\$3,000
YEAR 1 PHASE I TOTAL (7/1/10 - 3/31/11)					\$440,000
YEAR 1 PHASE II TOTAL (4/1/10 - 6/30/11)					\$166,000
YEAR 1 TOTAL					\$606,000
INCOMPLETE - YEAR 2 (6 months only) - PHASE II TOTAL (7/1/11 - 12/31/11)				Still building out Year 2 Services	\$577,000
Year 2 License Fee (7/1/11 - 6/30/12)				Based on Modules included in RFP	\$327,450

Exhibit C

Maintenance and Support Services

- 1.1 Northpointe, or its agents, shall provide support and maintenance services as described in this **Exhibit C** ("Maintenance and Support Services") for the COMPAS System. In consideration of the Maintenance and Support Services provided for in this **Exhibit C**, the AGENCY shall pay to Northpointe the Maintenance and Support Fees as set forth on **Exhibit A**. The Maintenance and Support Fees shall allow the AGENCY to access Northpointe's telephone services and support during normal business hours (8:00 A.M. - 5:00 P.M., E.S.T.) on a 5 day per week, Monday – Friday, basis excluding major holidays ("Maintenance and Support Hours"). Emergency maintenance may be accessed after normal business hours through Northpointe's established paging service available by dialing Northpointe's main office number (231-938-5959). The initial term for the provision of Maintenance and Support Services will begin on the Effective Date and continue for a period of one (1) year, unless the Agreement is terminated in accordance with its terms. Upon expiration of the initial term, the provision of Maintenance and Support Services will automatically renew on the anniversary of the Effective Date for additional one (1) year renewal terms, unless the AGENCY provides Northpointe with written notice of the AGENCY's intent not to renew the Maintenance and Support Services no later than sixty (60) days prior to the next anniversary of the Effective Date. The AGENCY may reinstate Maintenance and Support Services that have been terminated or allowed to lapse, by payment of a "Reinstatement Fee" equal to the Maintenance and Support Fees that would otherwise have been applicable (pursuant to this Agreement) for the period between the effective date of termination of Maintenance and Support Services and the effective date of reinstatement, plus, the annual Maintenance and Support Fees then applicable and commencing upon the effective date of reinstatement.
- 1.2 Northpointe will provide the following Maintenance and Support Services to the AGENCY:
 - 1.2.1 Technical services for the correction of any errors or malfunctions of the COMPAS System and interfaces;
 - 1.2.2 Support of COMPAS System upgrades
 - 1.2.3 Maintain the operational quality of the COMPAS System, and supply customization as agreed upon from time to time for the additional fees agreed upon by the parties;
 - 1.2.4 Provide assistance to the AGENCY in solving immediate problems, and to provide ongoing program support; and
 - 1.2.5 Provide user guidance based upon updates to the COMPAS System provided by Northpointe.
- 1.3 Additional services may be provided in Northpointe's reasonable discretion, at Northpointe's then-current time and material rates, and shall also be subject to the terms of this Agreement. No such services shall be provided nor shall the AGENCY

be liable for the cost of any such additional services without prior written authorization from the AGENCY. Such services may also include but are not limited to:

- 1.3.1 Necessary or requested on-site special services needs; these services may be provided when service can be scheduled at the AGENCY's site by Northpointe personnel. These services will be on a chargeable basis to the AGENCY for actual time, plus travel expense;
- 1.3.2 Additional training of the AGENCY's personnel.
- 1.3.3 Maintenance and Support Services beyond the scope of this Agreement, including services outside of the Maintenance and Support Hours.
- 1.4 Exceptions.
 - 1.4.1 Inquiries related to its interpretation of results or configuration decisions based on AGENCY policies and or procedures are NOT included in the Maintenance and Support Services. Additional consulting and or training services can be provided at additional cost to cover these discussions.
 - 1.4.2 Northpointe will provide the Maintenance and Support Services only for the most current release and the immediately preceding major release of the COMPAS System. Northpointe may elect to cease supporting a platform upon twelve (12) months notice to the AGENCY. Northpointe shall have no responsibility under this Agreement to fix any errors in the COMPAS System arising out of or related to the following causes: (a) the AGENCY's modification or combination of the COMPAS System (in whole or in part), (b) use of the COMPAS System in an environment other than any hardware and operating system platform which Northpointe supports for use with the COMPAS System ("Supported Environment"); or (c) hardware problems. Any corrections performed by Northpointe for such errors shall be made, in Northpointe's reasonable discretion, at Northpointe's then-current time and material rates.
 - 1.4.3 Northpointe applications are dependent on Microsoft technologies. As Microsoft technologies continuously mature and grow Northpointe has put forth the commitment to develop our products with each evolution. As standard practice Northpointe will support the new versions of Microsoft technology changes within 6 months of their release. Northpointe will discontinue support for any products or services where Microsoft has discontinued support for.
- 1.5 Northpointe will provide updates for the COMPAS System as and when developed for general release in Northpointe's sole discretion. Each update will consist of a set of programs and files made available on machine-readable media and will be accompanied by Documentation adequate to inform the AGENCY of the problems resolved and any significant operational differences resulting therefrom.
- 1.6 The AGENCY is responsible for undertaking the proper supervision, control and management of its use of the COMPAS System, including, but not limited to: (a) assuring proper Supported Environment configuration, COMPAS System installation and operating methods; and (b) following industry standard procedures

for the security of data, accuracy of input and output, and back-up plans, including restart and recovery in the event of hardware or software error or malfunction.

Exhibit D

Hosting Services

1. Hosting

1.1 - Hosting

Northpointe Institute for Public Management (from here forward Northpointe) will provide dedicated or shared server computers, with an Internet address for storage and access of Content and User Content, and the COMPAS Website. The Website, Content, and User Content must be "server-ready." Northpointe will provide bandwidth and storage. If Customer requires additional bandwidth or storage, Northpointe will negotiate in good faith to amend this Agreement unless Northpointe server computers cannot accommodate the requested bandwidth or storage.

1.2 - Backup.

Northpointe performs four full back ups a day. At the end of each day all back ups are ftp'd to an external facility where they are kept for 14 days. In addition at the end of each day all back ups are also ftp'd to internal Northpointe servers and again held for 14 days thus securing data in three separate locations. Should a system failure occur for any reason there would never be more than two hours worth of data lost.

1.3- Availability of Application

Access to the Application is 24/7. Northpointe will provide hosting services for the COMPAS system that use best practices and meet all standards for, among other matters, packet loss, accessibility, latency, availability, and throughput. In the case of a system failure the application can be brought back online with 2-4 hours of a system crash.

1.4 - Server/Network Computer Outages.

Northpointe will coordinate with the Customer scheduled server computer/network outages.

1.5 - Disclaimers.

Northpointe provides no equipment, software, or communication connections to Customer. Northpointe makes no representations, warranties or assurances that the Customer's equipment, software, and communication connections will be compatible with Northpointe hardware and service.

2. Ownership of Content.

All Content and User Content stored by Customer on Northpointe server computers shall at all times remain the property of Customer. Customer grants to Northpointe a non-exclusive, worldwide license to the Content and User Content only to the extent necessary for Northpointe to host the Website.

3. Data Confidentiality and Security

To maintain data confidentiality and security for hosted clients Northpointe employs both hardware and software solutions to protect your data. Our servers are housed in a managed and secure environment protected by a firewall to protect our hardware, while all passwords and social security numbers are encrypted to provide software level security. In addition, all our software applications can only be accessed by authorized Northpointe staff.

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Dave Well

Becky.kelderhouse@northpointeinc.com

Security Level: Email, Account Authentication
(None)

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Colleen Ward

Colleen.Ward@wi.gov

Security Level: Email, Account Authentication
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Gloria J. Thomas

gloria.thomas@wisconsin.gov

Security Level: Email, Account Authentication
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Dawn Woeshnick

Dawn.Woeshnick@wi.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

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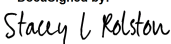
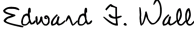
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Required hardware and software

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

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