

**City and County of San Francisco  
Office of Contract Administration  
Purchasing Division**

**Third Amendment**

THIS AMENDMENT (this "Amendment") is made as of June 1, 2013 in San Francisco, California, by and between Northpointe, Inc. ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

**RECITALS**

WHEREAS, City and Contractor have entered into the Agreement (as defined below);  
and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to modify the scope of work and increase the contract amount;

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 4050/10-11 on June 17, 2013;

NOW, THEREFORE, Contractor and the City agree as follows:

**1. Definitions.** The following definitions shall apply to this Amendment:

**a. Agreement.** The term "Agreement" shall mean the Agreement dated March 7, 2011 between Contractor and City, as amended by the:

Assignment and Assumption Agreement,	date January 23, 2012
First amendment,	dated August 30, 2012,
First amendment modified milestones with payment schedule of Appendix A, and	
Second amendment,	dated January 14, 2013,
Second amendment modified milestones with payment schedule of Appendix A and	
approved the use of Subcontractors, and	
Third amendment,	date June 1, 2013.

**b. Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**2. Modifications to the Agreement.** The Agreement is hereby modified as follows:

**a. Section 19.** Section 19. Payment, of the Agreement currently reads as follows:

During the configuration/development period, the invoices shall be sent to the San Francisco Adult Probation Department upon approval of the milestones specified in Appendix A and subsequent annual billing for licensing fees after the 365 days Warranty Period as specified in Appendix A, *Statement of*

*Work* and Appendix B, *Calculation of Charges*. The City reserves the right to negotiate City and County wide Site License user fee. Compensation shall be due and payable within 45 days of the date of invoice. In no event shall the amount of this Agreement exceed six hundred seventy nine thousand three hundred dollars and no cents (\$679,300.00). The breakdown of costs associated with this Agreement is based on the milestones as specified in Appendix A *Statement of Work* and the annual maintenance and support fees as specified in Appendix B *Calculation of Charges*. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until Licensed Software and services required under this Agreement are received from Contractor and approved by the San Francisco Adult Probation Department as being in accordance with this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

**Such section is hereby amended in its entirety to read as follows:**

During the configuration/development period, the invoices shall be sent to the San Francisco Adult Probation Department upon approval of the milestones specified in Appendix A and subsequent annual billing for licensing fees after the 365 days Warranty Period as specified in Appendix A, *Statement of Work* and Appendix B, *Calculation of Charges and Appendix B-1, Addendum to Calculation of Charges*. The City reserves the right to negotiate City and County wide Site License user fee. Compensation shall be due and payable within 45 days of the date of invoice. In no event shall the amount of this Agreement exceed seven hundred sixty-eight thousand nine hundred and fifty dollars and no cents (\$768,950.00). The breakdown of costs associated with this Agreement is based on the milestones as specified in Appendix A *Statement of Work* and the annual maintenance and support fees as specified in Appendix B *Calculation of Charges and Appendix B-1, Addendum to Calculation of Charges*. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until Licensed Software and services required under this Agreement are received from Contractor and approved by the San Francisco Adult Probation Department as being in accordance with this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

**b. Appendix A.** Appendix A: Statement of Work is hereby amended to add the Contract Addendum-Third Amendment (set forth below), which includes additional training (section 2.7.1), a new deliverable milestone (section 8.1, milestone 12), and an additional time and cost estimate table (section 9.2.1) as follows:

**Contract Addendum – Third Amendment**

**Section 2.7 User and Administrator Training.** The following section is added by this Third Amendment to Section 2.7 User and Administrator Training:

**2.7.1 New Employee and Refresher Training**

Contractor shall provide 'New Employee' and 'Employee Refresher' trainings when requested by the City. Contractor shall prepare and schedule the trainers, prepare planning documents for the trainers to utilize during the training sessions, and prepare the content for each training session to meet the City's training requests. The City shall have the option to request the following training sessions:

- **COMPAS Risk/Needs Assessment Training**
  1. 'New Employee' Training is a minimum of 2 days training session (8 hours per day).
  2. 'Employee Refresher' Training is a minimum of 1 day training session (8 hours per day)
- **COMPAS Women's Risk/Needs (Gender Responsive) Assessment Training**



1. 'New Employee'/'Employee Refresher' Training is a minimum of 1 day training session (8 hours per day).
- o **COMPAS Secondary Assessment/Screening Trainings (various secondary assessment tools)**
  1. COMPAS Secondary Assessment/Screening trainings may range from 1.5 to 4 hours per session based on the number of assessment/screening trainings selected by the City. As a guideline, no more than 3 secondary assessment/screening trainings per a 1.5 hour session shall be scheduled.

**Training Assumptions:**

- o The COMPAS Assessment/Screening and COMPAS Women's (Gender Responsive) Trainings shall be conducted via classroom instruction with onsite trainer; the maximum participants per training session are 25 participants.
- o Secondary Assessment Training shall be conducted via WebEx Training and the maximum participants per training session are 25 participants.
- o Any exception to the number of participants per session requires mutual prior approval by City and Contractor.
- o The training programs shall be conducted in English.
- o All training materials shall be delivered electronically; no less than 2 business days prior to training session; no printing costs shall be associated with this training plan.
- o Onsite training shall be conducted in a computer lab setting with each participant and the trainer having a computer terminal with access to the appropriate training site.
- o The City will provide and prepare the training facility with a computer station, including internet access for each participant and the trainer, a projector, screen, flip chart and white board.
- o The City will provide the necessary and appropriate personnel at all of the training sessions for the purpose of defining and addressing any specific business process questions that may arise.
- o Contractor's training materials assume all users are familiar with a Windows environment – the training shall not include any Windows or remedial computer training.
- o Contractor shall provide qualified trainers with at least 1 year of Northpointe Inc.'s COMPAS assessment and screening training experience.
- o Trainings shall focus on all functionality of the software. Scientific scoring logic used to construct the tools will not be part of the trainings.

Contractor's training travel budget is not to exceed eleven thousand three hundred and fifty dollars and no cents (\$11,350.00). Training travel expenses (airfare, lodging, meals and automobile expenses) are to be pre-approved by the City and invoiced to the City as defined in Appendix B of this agreement. The City acknowledges that once the travel expenses budget is exhausted, Contractor shall not conduct further on-site training sessions unless and until the parties agree to add more funding to that budget item.

**Section 8.1, Milestones with Payment Schedules.** The following milestone is added by this Third Amendment to the list of Milestones included in Appendix A, section 8.1:

Milestone #	Estimated Duration (Business Days)	Milestones	Payment Amount
12	COMPAS 13.8 release (August 19, 2013)	<u>Implementation of COMPAS Criminal History Custom Fields</u> as described in Attachment # 1: "Change Control Request Form - PSI Custom Fields Modification". Upon the City approval of Milestone #12 (milestone sign-off) the payment will be	\$15,700

		authorized by the City.	
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**Section 9.2, Time and Cost Estimate Table.** The following table is added by this Third Amendment to the Time and Cost Estimate Table set forth in Appendix A, section 9.2:

**9.2.1 Additional Time and Cost Estimate Table**

LINE ITEMS	ESTIMATED TIME	PRICE
Milestone # 12 (Implementation of COMPAS Criminal History Custom Fields)	13.8 COMPAS application release (8/19/2013)	\$15,700
<b>New Employee and Refresher Training</b>		
COMPAS Risk/Needs Assessment/Screening and Women's Risk/Needs (Gender Responsive) Onsite Trainings	20 days (8-hours per day)	\$50,000
COMPAS Secondary Assessment/Screening WebEx Trainings	63 hours	\$12,600
Pre-Approved Travel, not to exceed		\$11,350
<b>Total Third Amendment Expenditures</b>		<b>\$89,650</b>

c. **Appendix B.** Appendix B is hereby amended to include additional charges attached to this Third Amendment and labeled "Appendix B-1, *Addendum to Calculation of Charges*".

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after June 1, 2013.

**4. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

**CITY**

Recommended by:



**Wendy S. Still, MAS**  
**Chief Adult Probation Officer**  
**Adult Probation Department**

**CONTRACTOR**

**Northpointe, Inc.**



**Dave Wells**  
**General Manager**  
**1764 Forest Ridge Dr.**  
**Traverse City, MI 49686**

City vendor number: **85589**

Approved as to Form:

Dennis J. Herrera  
City Attorney

By:



**Jana Clark**  
**Deputy City Attorney**

Approved:



**Jaci Fong**  
**Director of the Office of Contract**  
**Administration, and Purchaser**

**APPENDIX B-1**  
**ADDENDUM TO CALCULATION OF CHARGES**

In accordance with Section 19 of this Agreement, the Contractor's total compensation under this Agreement is detailed in Appendix B, *Calculation of Charges* and below, inclusive of all costs required to complete the work specified in Appendix A. In no event shall the total costs under this Agreement exceed the amount provided in Section 19 of this Agreement.

<b>Time Frame</b>	<b>Notes</b>	<b>Price</b>
From August, 2013 to City's sign-off on Milestone #12	Milestone #12 (As detailed in Appendix A, Section 8.1 and Section 9.2.1)	Total: \$15,700
From June 01, 2013 to the End of this Agreement term*	New Employee and Refresher Training (Appendix A, section 2.7.1 and Section 9.2.1)	Total: \$73,950
<b>Total additional charges</b>		<b>\$89,650</b>

\* In accordance with Sections 2.7.1 New Employee and Refresher Training and 9.2.1 Additional Time and Cost Estimate Table of this Third Amendment, the City will request multiple training sessions from June 1, 2013 until the end of the term of this Agreement. Contractor shall invoice the City for training sessions and training travel expenses once each training session has been requested and approved by the City, and Contractor has provided the training session.



**Attachment # 1: Change Control Request Form – PSI Custom Field Modification**

Project: COMPAS – PSI

SFAPD Project Manager: Bella Fudym

Northpointe Project Manager: Becky Kelderhouse

TITLE: PSI CUSTOM FIELDS



**REQUEST INITIATION**

Requestor: Bella Fudym

Phone #: 415-558-2421

Email: [bella.fudym@sfgov.org](mailto:bella.fudym@sfgov.org)

Date Submitted: 3/28/13

System/Product/Service Name:

Add sorting feature to custom fields in interface and report for all criminal history records.

Version #: 1.0

**CONFIGURATION ITEM:** Software: ☒ Firmware: ☐ Hardware: ☐ Documentation: ☐

**CHANGE TYPE:** New Requirement: ☒ Requirement Change: ☐ Design Change: ☐

**REASON:** Legal: ☐ Market: ☐ Performance: ☐ Customer Request: ☒ Defect: ☐

**PRIORITY:** Emergency: ☐ Urgent: ☒ Routine: ☐

**Date Required:** \_\_\_/\_\_\_/\_\_\_ [UNKNOWN]

**CHANGE DESCRIPTION:** (Detail functional and/or technical information. Use attachment if necessary for Storyboard details and additional functionality.)

Criminal History currently does not provide sorting functionality *by date*. This prohibits SFAPD officers from listing the offender's arrest information sequentially by arrest date. Officers cannot view the data appropriately to meet the requirements of the court, which is to view the arrest history in order by date – not by the date that the record was added to the application.

Northpointe will design and develop a code change to the application so the Criminal History records can be sorted by the DATE field. The change will be implemented on the user interface and the output report. Both the interface and the report are custom designed for SFAPD; the application code change will modify the way the custom fields are coded and queried within the application. The DATE field will be available for extraction from the database when a production data dump is needed.

[Associated to outstanding Fogbugz Case #3369.]

**Attachments:** Yes / **No**

**ESTIMATES**

**Total Hours:** 70 Development/QA Hrs + PM

**Estimated Start Date:** June 2013

**Total Cost:** \$15,700

**Project Impact Analysis Needed:** Yes / **No** (If yes, include impact on budget, resources, schedule, risk etc.)

**APPROVALS:** Change Approved: ☒ Change Not Approved: ☐ Hold (Future Enhancement): ☐

1. Signature  (Wendy S. Still, Chief Adult Probation Officer) Date: 06/03/2013

2. Signature 

Date: 6/24/13

June 1, 2013

Change Control SFAPD

Attachment # 1