

**City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685**

FOURTH AMENDMENT

THIS AMENDMENT (the “Fourth Amendment”) is made as of March 8, 2016, in the City and County of San Francisco, State of California, by and between: Northpointe Inc. (successor in interest to Northpointe Institute for Public Management), hereinafter referred to as “Contractor,” and the City and County of San Francisco, a municipal corporation, hereinafter referred to as “City,” acting by and through its Director of the Office of Contract Administration, hereinafter referred to as “Purchasing”.

Recitals

WHEREAS, on or about March 7, 2011, the City and Contractor entered into a Software License and Services Agreement, including all Appendices thereto (“Prime Contract Agreement”), under which Contractor agreed, inter alia, to develop and deliver a Case Management System (“CMS”) to the City;

WHEREAS, between March 7, 2011, and January 14, 2013, a dispute arose between the City and Contractor regarding Contractor’s failure to deliver the CMS;

WHEREAS, the City and Contractor have settled this dispute and the San Francisco Board of Supervisors has approved such settlement by Resolution No. 150636 (“Settlement Agreement” attached hereto as Attachment 1 to Appendix A.1);

WHEREAS, the Settlement Agreement calls for (a) amendment of the Prime Contract Agreement to delete the CMS, including all related terms and work, in its entirety, from the Prime Contract Agreement; and (b) amendment of the Prime Contract Agreement to add delivery by Contractor to the City of the Alternative Deliverables, valued at \$1,232,101.00, as detailed in Appendix A.1 and Attachment 1 thereto (“Alternative Deliverables”);

WHEREAS, the City and Contractor desire to modify the Agreement pursuant to the terms and conditions of the Settlement Agreement;

NOW, THEREFORE, the parties agree as follows:

1. Definitions.

- a. **Agreement.** Shall mean the Agreement dated March 7, 2011, between Contractor and the City, as amended by the:
 - 1) Assignment and Assumption dated January 23, 2012
 - 2) First Amendment dated August 30, 2012
 - 3) Second Amendment dated January 14, 2013
 - 4) Third Amendment dated June 1, 2013
 - 5) Fourth Amendment dated March 8, 2016.

- b. **Alternative Deliverables:** Those Deliverables, valued at \$1,232,101.00, as detailed in Appendix A.1 (Statement of Work), and Attachment 1 (Settlement Agreement) thereto.
- c. **Licensed Software:** “The Licensed Software,” detailed in Appendix A.1 and Attachment 1 thereto, and, at Acceptance of this Project, all of the required enhancements, modifications or tailoring as described in the Requirements Specification and Project V&V Plan
- d. **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:

2.a. Section 3. Term of the Agreement; City Options currently reads as follows:

3. Term of the Agreement; City Options.

a. Term of the Agreement. Subject to Section 6 (License), the license granted under this Agreement shall commence upon the Effective Date of the Agreement and shall continue for a period of five (5) years, as outlined in Appendix B, Calculation of Charges, unless sooner terminated in accordance with the provisions of this Agreement. Upon the Effective Date of this Agreement, Contractor shall grant web based access to its COMPAS Application to an unlimited number of Users of the San Francisco Adult Probation Department for the duration of the Licensed Software's configuration and development period (as detailed in Appendix A, Statement of Work). Upon final acceptance of the Licensed Software (issuance and signing, by both City and Contractor, of the Final Verification and Validation Report), the 365 day Warranty Period shall commence. At the expiration of the Warranty Period, the Software Maintenance and Support Services will start for a period of three years or until the term of the license expires, which ever occurs first.

b. City Options. City shall, in addition, have the right to exercise either of the following options at City's sole and absolute discretion:

(1) To extend the Software Licensing, Software Maintenance and Support Services for up to four (4) additional years, so that the total term of the Agreement does not exceed nine years, at the price per year equal to the price under the fifth year of the current Agreement; or

(2) To extend the Agreement by purchasing a perpetual license for a one-time fee of three hundred and thirty thousand dollars and no cents (\$330,000.00), which price shall include the Software Maintenance and Support for the year of purchase. City shall have the option to extend the Software Maintenance and Support Services for up to four (4) additional years. Ongoing maintenance and support fees shall be charged on a yearly basis at a rate of thirty thousand dollars and no cents (\$30,000.00) with an annual increase in each year not to exceed 5% of the previous year's fee. These maintenance and support fee increases shall not exceed a total of 15% increase over any consecutive five year period.

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

3. Term of the Agreement.

a. Term of the Agreement. Subject to Section 6 (License), the term of this Agreement shall be extended for an additional period of five (5) years, through March 7, 2021, unless sooner

terminated in accordance with the provisions of Section 14 and/or Appendix A.1 and Attachment 1 thereto.

b. Term of the Licenses.

i. Northpointe Suite Perpetual License: Subject to the terms and conditions of this Agreement, and as detailed in Appendix A.1 and Attachment 1 thereto, Contractor grants to City a non-exclusive, non-transferable, royalty free, perpetual license to access and use the Northpointe Suite for 150 users that are members of City's Adult Probation Department (APD), Behavioral Health Court, Leaders in Community Alternatives (LCA) and SF Forensic Institute. The Northpointe Suite Perpetual License includes access to the COMPAS API Data Exchange web services.

ii. COMPAS Offline Annual License: Subject to the terms and conditions of this Agreement, and as detailed in Appendix A.1 and Attachment 1 thereto, Contractor grants to City a non-exclusive, non-transferable, royalty free, term license through March 7, 2021, to access and use the COMPAS Offline Annual License for up to 150 users.

iii. SyncShare Annual License: Subject to the terms and conditions of this Agreement, and as detailed in Appendix A.1 and Attachment 1 thereto, Contractor grants to City a non-exclusive, non-transferable, royalty free, term license through March 7, 2021, to access and use the SyncShare Annual License, 1 Agency Exchange.

c. City Options – Subject to Board Approval. Subject to formal approval by the San Francisco Board of Supervisors acting in its sole discretion, City shall, in addition, have the right to exercise an option to extend this Agreement and each term license up to five (5) additional years, at the price(s) agreed to in Appendix A.1 and Attachment 1, thereto.

2.b. Section 6.a, paragraph 1, and 6.j, Licensed Software, currently read as follows:

6. Licensed Software

a. Grant of License. Subject to the terms and conditions of this Agreement, Contractor grants to City the term, non-exclusive, non-transferable license, as described in Section 3a., "Term of the Agreement," to access and use the Licensed Software either by connection to Contractor's online hosting server during the course of the development project and prior to completion of the deliverables. Upon completion and acceptance of the Application deliverables of this Project, the Licensed Software shall be installed in the City's local server. City shall have access to the Licensed Software through any web-browser enabled computer given access by the City, so long as the total number of Users does not exceed the number of active individual licenses held by the City, except during the development project period where the City shall be allowed an unlimited number of Users. The user licenses are per user specific, one license one user and they are not to be shared. The licensing does not impact the number of servers or CPU's. The City is free to install the Application on multiple servers for disaster recovery, back up or redundancy purposes, testing/staging environments, training sites or other business needs at no extra charge. However, should additional individuals need access to the Application to

perform those duties additional user licenses would need to be purchased. The City at any time may purchase additional user licenses to meet the needs of the City at the yearly per user fees indicated in Appendix B, Calculation of Charges. City acknowledges and agrees that the Licensed Software is the proprietary information of Contractor and that this Agreement grants City no title or right of ownership in the Licensed Software. This limited term license grants City the following rights:

- 1) To use the programs provided by Contractor in whole or in any part thereof;
- 2) To train all users in the effective use of the Software;
- 3) To install, uninstall, or re-install the Software as many times as necessary to ensure that the programs are running properly;
- 4) To copy user manuals, for the exclusive use by City Users, in whole or in part and to make "cheat sheets" or other outlined material to assist users in learning or using the Software;
- 5) To receive upgrades, updates, bug fixes, new versions, supplements, or enhancements from Contractor within the provisions of any maintenance Agreements in force between City and Contractor.

* * *

j. Option for Free On-Line Access to COMPAS Application. On completion and acceptance of all project deliverables, as specified in this Agreement, Contractor shall provide the option to all CCSF JUSTIS Program member departments to access, at no fee, the COMPAS on-line hosted Application for one year. This will allow other criminal justice City departments to access and test the Application for their own business use. Such option must be exercised through a written modification to this Agreement. Following the one-year of free access all those wanting access will need to purchase a user license at fees detailed in Appendix B, Calculation of Charges.

Such section is hereby amended to read as follows:

6. Licensed Software

a. Grant of Term and Perpetual Licenses. Subject to the terms and conditions of this Agreement and as detailed in Appendix A-1 and Attachment 1 thereto, Contractor grants to City;

- (i) Northpointe Suite perpetual, non-exclusive, non-transferable license for 150 users to access and use that Licensed Software;
- (ii) COMPAS Offline annual, non-exclusive, non-transferable license for 150 users to access and use that Licensed Software; and
- (iii) SyncShare annual, non-exclusive, non-transferable license, 1 Agency exchange to access and use that Licensed Software.

Upon completion and acceptance of each Alternative Deliverable of this Project, the associated Licensed Software shall be installed on the premises designated by the City. As specified in Appendix A.1 and Attachment 1 thereto, City shall have access to the Licensed Software through any compatible web-browser enabled computer, so long as the total number of Users does not exceed the number of active individual licenses held by the City.

The user licenses are user specific, one license per user and they are not to be shared. The licensing does not impact the number of servers or CPU's. The City is free to install the Application on multiple servers for disaster recovery, back up or redundancy purposes, testing/staging environments, training sites or other business needs at no extra charge. However, should the number of production users exceed 150 (not including users in other environments), then additional user licenses would need to be purchased from the Contractor. City acknowledges and agrees that the Licensed Software is the proprietary information of Contractor and that this Agreement grants City no title or right of ownership in the Licensed Software. The term and perpetual licenses identified in Appendix A.1 and Attachment 1 thereto grant City the following rights:

- 1) To use the programs provided by Contractor in whole or in any part thereof;
- 2) To train all users in the effective use of the Software, with the exception of specified limitations with regard to training in the use of Women's COMPAS;
- 3) To install, uninstall, or re-install the Software as many times as necessary to ensure that the programs are running properly;
- 4) To copy user manuals, for the exclusive use by City, in whole or in part and to make "cheat sheets" or other outlined material to assist users in learning or using the Software;
- 5) To receive upgrades, updates, bug fixes, new versions, supplements, or enhancements from Contractor within the provisions of any maintenance Agreements in force between City and Contractor.

* * *

j. Option for Free On Line Access to COMPAS Application: Not Used.

2.c. Section 15, Training, currently reads as follows:

15. Training. Contractor will provide up to 10 days of training in the manner, quality and quantity of time specified in Appendix A in the use and operation of the Licensed Software at the location identified by the San Francisco Adult Probation Department. Upon request by the City, Contractor will provide additional training at its current best government rates.

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

15. Training. Contractor will provide training as specified in Appendix A.1, Attachment 1 thereto and to be detailed in NPP.

2.d. Section 19, Payment, currently reads as follows:

19. Payment. 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:

19. Payment. Payment shall be made in accordance with Appendix A.1, Attachment 1 thereto, and Appendix B.2.

2.e. Section 36, Notice to the Parties, currently reads as follows:

36. Notice to the Parties. Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, and e-mail, and shall be addressed as follows:

To City: Ms. Wendy S. Still
Chief Adult Probation Officer
San Francisco Adult Probation Department
880 Bryant Street, Room 200, San Francisco, CA 94103
wendy.still@sfgov.org; fax: (415) 553-1717

To Contractor: Northpointe Institute for Public Management
C/O: Brian Mattson, Vice President
112 N. Rubey Dr.
Golden, CO 80403
bmattson@npipm.com; fax: (303) 216-9459

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice. Any notice of default must be sent by an overnight delivery service.

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

36. Notice to the Parties/Executives. Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, and e-mail, and shall be addressed as follows:

To City: Ms. Karen L. Fletcher
Chief Adult Probation Officer
San Francisco Adult Probation Department
880 Bryant Street, Room 200, San Francisco, CA 94103
karen.fletcher@sfgov.org; fax: (415) 553-1717

To Contractor: Northpointe Inc.
Attn: Becky Kelderhouse

1764 Forest Ridge Drive, Suite A
Traverse City, MI 49686
becky.kelderhouse@NorthPointeInc.com
Toll: 888.221.4615
Direct: 231.714.0166

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice. Any notice of default must be sent by an overnight delivery service.

2.f. Appendix A (Statement of Work). Notice to the Parties Appendix A is replaced in its entirety by Appendix A.1., attached hereto and fully incorporated herein. Each reference in the Agreement to Appendix A shall hereinafter be understood and agreed to reference Appendix A.1 and Attachment 1 thereto. Each reference in the Agreement to Phases I, II, and III (or the equivalent), shall hereinafter be understood and agreed to reference PHASES 1 through 16, and their subordinate SETS, as detailed in Appendix A.1, and Attachment 1 thereto. City and Contractor each expressly understands and agrees that this Fourth Amendment (1) deletes the Case Management System ("CMS"), including all related terms and work, in its entirety, from the Agreement, and (2) adds delivery by Contractor to the City of the Alternative Deliverables detailed in Appendix A.1, and Attachment 1 thereto.

2.g. Appendix B.1 (Calculation of Charges). Notice to the Parties Appendix B.1 is replaced in its entirety by Appendix B.2., attached hereto and fully incorporated herein. Each reference in the Agreement to Appendix B and/or Appendix B.1 shall hereinafter be understood and agreed to reference Appendix B.2.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Fourth Amendment.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

Recommended by:

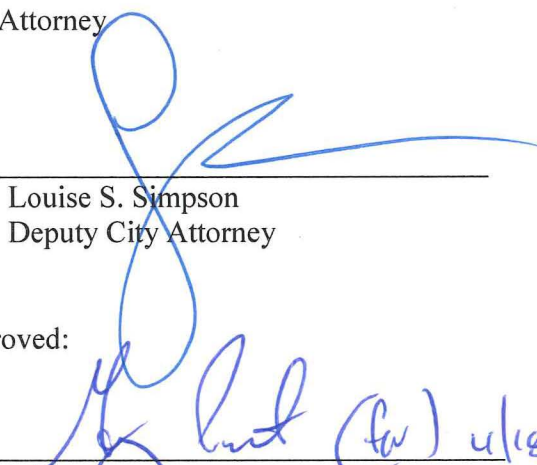


Karen L. Fletcher
Chief Adult Probation Officer
San Francisco Adult Probation Department

Approved as to Form:

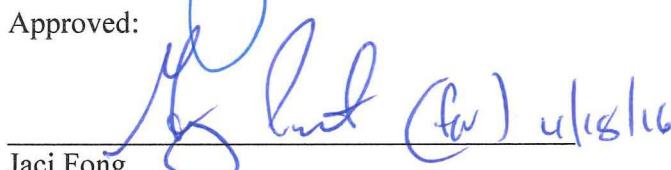
Dennis J. Herrera
City Attorney

By:



Louise S. Simpson
Deputy City Attorney

Approved:



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

CONTRACTOR

Northpointe Inc.



Brian Beattie, Chief Financial Officer

Northpointe Inc.
1764 Forest Ridge Drive, Suite A
Traverse City, MI 49686

City vendor number: 83611

Appendices:

Appendix A.1

Appendix B.2

APPENDIX A.1: STATEMENT OF WORK

February 29, 2016

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I. PURPOSE OF FOURTH AMENDMENT

City and Contractor each expressly understands and agrees that the purpose of this Fourth Amendment is to implement the settlement memorialized in Attachment 1, hereto: (1) to delete the Case Management System ("CMS"), including all related terms and work, in its entirety, from the Agreement, and (2) to add delivery by Contractor to the City of the Alternative Deliverables detailed in PHASES 1 through 16, below.

Contractor understands and agrees that time is of the essence and that Contractor's failure to comply with any and all schedule requirements set forth herein may be deemed an event of default, upon ten days written notice by City.

II. PHASES AND SETS OF THE PROJECT

The Alternative Deliverables will be requested and delivered in the PHASE and SET format. The PHASEs are numbered from PHASE 1 to PHASE 16, but may be requested and delivered in a non-sequential manner. The sequence of the PHASEs will be determined by the City and Contractor Project Managers. Each PHASE is divided into SETs and may be combined and/or conducted simultaneously. The details for delivery and acceptance of the SETs and PHASEs are and/or will be defined in this Appendix A.1, and as subsequently developed in the Narrative Project Plan (NPP), and Project Verification and Validation (V&V) Plan(s), as more fully described herein. Upon City's request, Contractor and City shall commence work for the PHASEs and SETs described below.

III. ALTERNATIVE DELIVERABLES

Northpointe COMPAS Suite:

PHASE 1 Delivery of the Northpointe Suite Perpetual Licenses for 150 users that are members of Adult Probation Department (APD), Behavioral Health Court, Leaders in Community Alternatives (LCA) and SF Forensic Institute. Northpointe Suite Perpetual Licensed software package to be delivered to City for implementation on the City instances (Training and Production) and supported in accordance with this Agreement. The terms of Attachment 1, Exhibit 1, Section 1 have been identified as Phase 1 and the following SET:

SET 1.1 – Northpointe Suite Perpetual Licenses for 150 users

PHASE 2 Hosting Services. The terms of Attachment 1, Exhibit 1, Section 2 have been identified as Phase 2 and the following SET:

SET 2.1 – Deployment, maintenance and monitoring of the APD COMPAS Training and Production instances within the Northpointe owned data center for up to 90 days maximum from March 8, 2016, the effective date of the Fourth Amendment.

PHASE 3 Integration - Data Exchanges. Connections (WebService Interfaces) between Northpointe Suite (COMPAS) and APD's New Case Management System. The terms of Attachment 1, Exhibit 1, Section 3 have been identified as Phase 3 and divided into the following SETS:

SET 3.1 – COMPAS Assessments (COMPAS Core and Women)

SET 3.2 – COMPAS Assessment (Reentry)

SET 3.3 – COMPAS Secondary Screening/Assessments (Static 99, Stable2007, Acute 2007, VASOR)

SET 3.4 – COMPAS Secondary Screening Assessments (DVSI, TCU-Drug Screen, NIJ Mental Health/CMHS)

SET 3.5 – COMPAS Secondary Screening Assessments (UNCOPE, URICA, TCU-Criminal Thinking Scale)

SET 3.6 – COMPAS Case Supervision Review

PHASE 4 Northpointe Suite Support and Maintenance. The terms of Attachment 1, Exhibit 1, Section 4 have been identified as Phase 4 and the following SET:

SET 4.1 – Northpointe shall provide software support and maintenance for the Northpointe Suite/COMPAS, for the duration of this Agreement as specified in the Fourth Amendment and Attachment 1 thereto.

PHASE 5 Product Development (Customizations for the COMPAS software). -

The terms of Attachment 1, Exhibit 1, Section 5 have been identified as Phase 5 and divided into the following SETS:

SET 5.1 – Case Plan for the DVSI.

SET 5.2 – Case Plan for the Acute 2007.

SET 5.3 – Case Plan for the Stable 2007.

SET 5.4 – Case Plan for the Community Mental Health.

SET 5.5 – Case Plan for the TCU Drug Screen.

SET 5.6 – Case Plan for the TCU Criminal Thinking.

SET 5.7 – Case Plan for the Static 99R.

SET 5.8 – Case Plan for the VASOR.

SET 5.9 – Case Plan for the NIJ.

SET 5.10 – Case Plan for the URICA.

SET 5.11 – Case Plan for the UNCOPE.

SET 5.12 – Case Plan for the COMPAS Case Supervision Review.

SET 5.13 – PSI Acute2007

SET 5.14 – PSI Stable 2007

SET 5.15 – PSI for DVSI

SET 5.16 – PSI for Community Mental Health,

SET 5.17 – PSI for TCU Drug Screen,

SET 5.18 – PSI for TCU Criminal Thinking,

SET 5.19 – PSI for Static 99R,

SET 5.20 – PSI for VASOR,

SET 5.21 – PSI for NIJ Mental,

SET 5.22 – PSI for URICA,

SET 5.23 – PSI for UNCOPE,

SET 5.24 – PSI for COMPAS Case Supervision Review

SET 5.25 – Custom Fields - City's Request 1

SET 5.26 – Custom Fields - City's Request 2

SET 5.27 – Custom Fields - City's Request 3

SET 5.28 – Custom Fields - City's Request 4

SET 5.29 – Custom Fields - City's Request 5

PHASE 6 COMPAS Reports. The terms of Attachment 1, Exhibit 1, Section 6 have been identified as Phase 6 and divided into the following SETS:

SET 6.1 – Reports identified in Attachment A hereto as detailed in Dave Wells' email dated 2/24/15

- SET 6.2 – Ad-Hoc report for Acute2007
- SET 6.3 – Ad-Hoc report for Stable2007
- SET 6.4 – Ad-Hoc report for Static 99R
- SET 6.5 – Ad-Hoc report for Secondary screenings
- SET 6.6 – Updates and addition to NP standard reports: "...standard reports get updated/added
NP shall provide the updated and added reports to APD via standard scheduled
COMPAS software releases."
- SET 6.7 – APD requested Ad-Hoc report 1
- SET 6.8 – APD requested Ad-Hoc report 2
- SET 6.9 – APD requested Ad-Hoc report 3
- SET 6.10 – APD requested Ad-Hoc report 4
- SET 6.11 – APD requested Ad-Hoc report 5
- SET 6.12 – APD requested Ad-Hoc report 5
- SET 6.13 – APD requested Ad-Hoc report 6
- SET 6.14 – APD requested Ad-Hoc report 7
- SET 6.15 – APD requested Ad-Hoc report 8
- SET 6.16 – APD requested Ad-Hoc report 9
- SET 6.17 – APD requested Ad-Hoc report 10

PHASE 7 Migration of APD's data from Northpointe/COMPAS to APD's new Case Management System. The terms of Attachment 1, Exhibit 1, Section 7 have been identified as Phase 7 and the following SET

- SET 7.1 – APD's data migration

PHASE 8 COMPAS Technical Training for APD's IT Staff. The terms of Attachment 1, Exhibit 1, Section 8 have been identified as Phase 8 and divided into the following SET:

- SET 8.1 – IT Staff Training – "Northpointe (NP) shall provide up to a total of 25 hours of remote technical training with APD's IT staff for IT related topics (system configuration, installation, DB structure, Ad-hoc reporting)."

PHASE 9 COMPAS Officer (User) Training. The terms of Attachment 1, Exhibit 1, Section 9 have been identified as Phase 9 and divided into the following SETS:

- SET 9.1 – Risk/Needs Assessment "New Employee" (min 2 days/8hours per day),
- SET 9.2 – Risk/Needs "Employee Refresher" (min 1day/8hours per day)
- SET 9.3 – Women's COMPAS "New Employee" or "Employee Refresher" - 1 day/8hours a day.
- SET 9.4 – Training For Trainers (T4T) trainings

PHASE 10 COMPAS Secondary Assessment Training for APD's Staff. The terms of Attachment 1, Exhibit 1, Section 10 have been identified as Phase 10 and the following SET:

- SET 10.1 – Northpointe (NP) shall provide up to 32 hours of training via WebEx (scheduled from 1.5 to 4 hours per session) on the software navigation and general use of the secondary screenings, their integration with Case Plan and PSI (if required)

PHASE 11 COMPAS Training for Trainers (T4T) for APD's Staff. Northpointe will deliver up to three standard on-site Training for Trainers (T4T) sessions, three (3) days each as defined in Attachment 1, Exhibit 1, Section 11. The terms of Attachment 1, Exhibit 1, Section 11 have been identified as Phase 11 and divided into the following SETS:

- SET 11.1 – Northpointe to deliver one on-site, 3-day Training For Trainers (T4T) – Training Session 1.

SET 11.2 – Northpointe to deliver one on-site, 3-day Training For Trainers (T4T) – Training Session 2.

SET 11.3 – Northpointe to deliver one on-site, 3-day Training For Trainers (T4T) – Training Session 3.

Northpointe New Products

PHASE 12 Northpointe COMPAS Offline Annual License . The COMPAS Offline module is a stand-alone module of the Northpointe Suite that contains a restricted subset of the full Suite application. COMPAS Offline allows for creating and uploading data for existing offenders in environments where network access is not accessible. The terms of Attachment 1, Exhibit 1, Section 12 have been identified as Phase 12 and divided into the following SETS:

SET 12.1 – Northpointe to deliver one COMPAS Offline annual license for up to 150 users for five (5) years and such software will be supported in accordance with this Agreement.

SET 12.2 – Northpointe to assist with the configuration and setup of the COMPAS application to activate the COMPAS Offline module (remotely).

SET 12.3 – Northpointe to package COMPAS Offline software installer for delivery to the City's IT Staff. Installation to be performed on stand-alone City user hardware for up to 150 users by City IT Staff.

PHASE 13 Northpointe COMPAS SyncShare Annual License, 1 Agency Exchange. As specified in Attachment 1, Exhibit 1, Section 13: "Northpointe COMPAS SyncShare Annual License, 1 Exchange. SyncShare is a Northpointe tool that gives Northpointe Suite users the ability to access person data from outside City's production instance of COMPAS. The terms of Attachment 1, Exhibit 1, Section 13 have been identified as Phase 13 and divided into the following SETS:

SET 13.1 – Northpointe to deliver one COMPAS SyncShare annual license for 1 Agency exchange and such software will be supported in accordance with this Agreement.

SET 13.2 – Northpointe to assist with the configuration and setup of the COMPAS application to activate the COMPAS SyncShare module (remotely).

SET 13.3 – Northpointe to package COMPAS SyncShare software module for delivery to the APD IT Staff. Installation to be performed on APD hardware for up to 150 users to allow data sync with one other agency.

PHASE 14 Technical, Consulting and Training Services, for Northpointe New Products (COMPAS Offline and SyncShare). Northpointe will provide additional technical consulting and/or training services related to the new product implementations, as requested and approved by the APD Project Manager as defined in Attachment 1, Exhibit 1, Section 14. The terms of Attachment 1, Exhibit 1, Section 14 have been identified as Phase 14 and divided into the following SETS:

SET 14.1 – SyncShare Administrator Training: SyncShare Set-up, system configuration support of the Northpointe SyncShare software up to 6 hours via remote WebEx session.

SET 14.2 – SyncShare Training for Trainers (T4T) with end user training up to 4 hours via remote WebEx session.

SET 14.3 – COMPAS Offline (Northpointe Suite Offline) Training - System Admin Installation training, set-up and support up to 8 hours via WebEx.

SET 14.4 – COMPAS Offline T4T end user training up to 4 hours via WebEx

SET 14.5 – COMPAS Offline (Northpointe Suite Offline) and SyncShare installation on APD server, with acceptance by APD per Northpointe and APD agreed upon acceptance criteria.

Globally Applicable

PHASE 15 Technical and Consulting Services. The terms of Attachment 1, Exhibit 1, Section 15 have been identified as Phase 15 and the following SET:

SET 15.1 – As specified in Attachment 1, Exhibit 1, Section 15: “Northpointe (NP) shall provide up to 160 hours of on-site or remote software customization services (e.g., design, technical meetings, implementation) over 5 years, as determined by APD Project Manager.”

PHASE 16 Travel – 12 trips. Northpointe shall provide up to twelve (12) on-site trips as specified in Attachment 1, Exhibit 1, Section 16. The terms of Attachment 1, Exhibit 1, Section 16 have been identified as Phase 16 and divided into the following SETS:

SET 16.1 – Trip 1
SET 16.2 – Trip 2
SET 16.3 – Trip 3
SET 16.4 – Trip 4
SET 16.5 – Trip 5
SET 16.6 – Trip 6
SET 16.7 – Trip 7
SET 16.8 – Trip 8
SET 16.9 – Trip 9
SET 16.10 – Trip 10
SET 16.11 – Trip 11
SET 16.12 – Trip 12

IV. OVERALL PROJECT APPROACH

A. City Drafts NPP for All PHASES/SETS:

As appropriate, following signing of this Fourth Amendment, City will draft NPP. NPP related tasks are to be completed in collaboration with Contractor. Both parties shall sign the initial and each successive published version of the NPP to indicate agreement of its contents.

The NPP may include details of any required Project elements to be determined (TBD), including: further definition of the Project approach, organization, roles and responsibilities; a detailed Project schedule with known milestones, task assignments, deliverables and deliverable dates; sub-plans, communication plan and required status reports; Project scope and risk management; description of methods and tools to be used; detailed descriptions of features with its activities, and requirements for any other deliverable Project documents, as well as the plan for interim and/or Final Acceptance of the Project by the City.

The NPP will remain flexible to be modified in various ways throughout the lifecycle of the Project, as requirements change and/or issues surface during Project design and/or Alternative Deliverables. The NPP will be kept current with the status of the Project, and will reflect the most current overview of the Project at any given time in the lifecycle. The final version of the NPP at the time of Project delivery becomes the basis, along with the final version of the V&V Plan of each PHASE of the Project, for final verification and validation of each PHASE's Alternative Deliverable(s).

B. City Drafts Project V&V Plan for All PHASES/SETS:

As appropriate, following signing of NPP, City shall draft a Project V&V Plan for each PHASE(s) and SET(s) of the Project. Contractor shall assist in completing the content of this document in collaboration

with the City and both Parties shall sign the initial and each successive published version of the V&V Plan to indicate agreement of its content. The V&V Plan will be updated during the Project lifecycle as requirements are developed and modified and/or if issues surface. The V&V Plan defines the methods and procedures to be used to verify, and ensure the physical presence of the required functionalities and other deliverables; and to test and/or validate the quality, according to Requirement Specifications and Acceptance criteria.

The V&V Plan may contain:

1. **Project Requirements Specifications and Tracking Matrix** is the list of all Alternative Deliverable(s) requirements for the defined PHASE(s) and SET(s), each with its defined Acceptance criteria, which are categorized and numbered for traceability;
2. **Acceptance Test Plan** is developed in collaboration with the Contractor, which specifies the activities that will be used to validate the fitness of the completed Alternative Deliverable(s) for operational use, and provide the basis for formal Acceptance of the Alternative Deliverable(s) by the City; and
3. **Go Live Sub-Plan** is developed in collaboration with the Contractor, specifies the required tasks to prepare for the deployment of the PHASE(s)/SET(s).

C. Contractor Provides System Requirements for All PHASE(s)/SET(s):

Within 15 business days of the commencement of work on each PHASE/SET and at City's request, Contractor shall provide City with written documentation of any hardware, software, system, and applications requirements for that PHASE(s)/SET(s) ("System Requirements"). Contractor's System Requirements shall accurately describe the components needed for an operational production platform and Contractor will assist with issues related to City's installation and configuration of the Alternative Deliverables in accordance with this Agreement.

V. DEVELOPMENT/CUSTOMIZATION PROJECT APPROACH FOR PHASES 3, 5, 7 AND 15

A. AGILE Development Methodology for Development/Customization Phases 3, 5, 7, and 15:

The City and Contractor will follow the AGILE development methodology and work closely in the development of the requirements and custom features for Software Application(s) for the Alternative Deliverables identified in PHASES 3, 5, 7 and 15 (Development/Customization). The requirements, design, development, deployment, migration and acceptance of these PHASES will be planned as a series of iterations that allow incremental delivery of features and functionalities.

B. Iterative Process for Requirement Specifications for Development/Customization Phases 3, 5, 7, and 15:

City shall provide Business Requirements to Contractor for each PHASE and, as appropriate, each SET. Based upon such Business Requirements, Contractor shall provide Requirement Specifications and appropriate tracking documents for each PHASE and, as appropriate, each SET for City's review and written approval. Such Requirement Specifications and tracking documents must be delivered to City within 30 calendar days of City's delivery of the Business Requirements to Contractor, unless otherwise agreed by City and Contractor.

C. Iterative Process for Design Documents for Development/Customization Phases 3, 5, 7, and 15:

Unless otherwise agreed by City and Contractor, Contractor shall develop and deliver Design Documents in satisfaction of the approved Requirement Specifications for each PHASE and, as appropriate, each SET

for City's review and written approval. Such Design Documents must be delivered to City in accordance with NPP.

VI. DEVELOPMENT/CUSTOMIZATION PROCESS FOR PHASE 5 ALTERNATIVE DELIVERABLES

Contractor's standard release schedule shall apply to Contractor's release to City of PHASE 5 Alternative Deliverables, on the conditions that:

1. Within 30 days after execution of this Fourth Amendment and once per quarter as needed, City and Contractor shall meet to develop a written schedule for release of PHASE 5 SET(s) consistent with Contractor's standard quarterly release dates ("PHASE 5 Schedule"), to be further defined and/or updated in NPP. Upon City's written approval of Contractor's Design Documents, Contractor shall release the requested Alternative Deliverables to City per the PHASE 5 Schedule, unless otherwise agreed by City and Contractor.
2. Contractor agrees that remediation of any subsequently identified discrepancies and/or City changes shall be corrected/ implemented outside of Contractor's standard release schedule within 15 business days of City's written Deficiency Notice, unless otherwise agreed by City and Contractor.
3. Concurrent with each Alternative Deliverable release, Contractor shall provide the following, in electronic format all to be downloaded from Contractor's release site. (1) Packaged Alternative Deliverable(s); (2) detailed Deployment instructions for installation and configuration of the Packaged Alternative Deliverable(s), and (3) Final training instructions that reflect the Packaged Alternative Deliverable(s)' non-custom features and functionalities for the City's review and feedback. Contractor shall provide all assistance required for the successful deployment of each Packaged Alternative Deliverable(s) and will provide additional final Deployment instructions as needed.

VII. DEVELOPMENT/CUSTOMIZATION OF PHASE 3 ALTERNATIVE DELIVERABLES - INTERFACES

Project Development/Customization of PHASE 3 Alternative Deliverables shall be planned as a series of Iterations for each SET within a PHASE.

A. Delivery Schedule:

1. Within 30 calendar days after execution of this Fourth Amendment and once per quarter as needed, City and Contractor shall meet to develop a written schedule for release of PHASE 3 SET(s) consistent with Contractor's standard quarterly release dates ("PHASE 3 Schedule"), to be further defined and/or updated in NPP. Upon City's written approval of Contractor's Requirement Specifications and/or Design Documents, as agreed by the Parties, Contractor shall release the requested Alternative Deliverables to City per the PHASE 3 Schedule, unless otherwise agreed by City and Contractor;

2. Contractor agrees that remediation of any subsequently identified discrepancies shall be corrected/implemented outside of Contractor's standard release schedule within 15 business days of City's written Deficiency Notice, unless otherwise agreed by City and Contractor.
3. Contractor agrees that implementation of any subsequently identified City changes shall be implemented in the form of a hot patch in accordance with the following priority schedule, unless otherwise agreed by the Parties:

Priority	Criteria	Avg. Resolution Targets
PRIORITY 1 (Urgent) Down Production System	<p>This type of problem is considered the most critical: the full production system has failed and users are unable to login on a production server. These calls are handled immediately and all appropriate Managers are notified.</p> <p>Customer contact is maintained until Northpointe and the Customer reach a viable resolution.</p>	Responses is as soon as possible (within an hour of notification). Work continues on resolution – target typically within 24 hours including hot patch as needed.
PRIORITY 2 (High) Critical Business Process Function is Unavailable	<p>A P2 problem occurs when critical tasks cannot be performed in the production system, but the error does not impair essential operations. Processing can still continue in a restricted manner.</p> <p>The primary goal is to eliminate functional limitations or restrictions to those key portions of the system that adversely impact operation of the production system.</p>	Response within 8 business hours. Resolution within 48 hours (not including development or release time for full release and/or hot patch)
PRIORITY 3 (Normal) Normal Priority	<p>These calls make up over 90% of calls to Customer Care.</p> <p>P3 issues cover topics such general usage information, interface 'annoyances', non-business critical defects, and general "how-to" questions regarding the application and/or interfaces.</p>	Response within 2 business days. Resolution scheduled for next software release.

4. Before the PHASE 3 Schedule release date(s), development/customization of PHASE 3 Alternative Deliverables shall be planned as a series of Iterations for each PHASE 3 SET.

B. Contractor's Hosted Test Instances:

Once the complete functionalities of a SET are developed, if requested by the City, the Contractor shall deploy the SET on the Contractor's "Hosted Test" instance, and perform functional and integration testing to ensure compliance with the Requirement Specifications and Contractor's Design Documents, as appropriate. The Contractor's SET(s) testing result shall comply with the Requirement Specifications and Contractor's Design Documents and achieve a pass rate to be detailed and mutually agreed upon by the Parties in the NPP and V&V Plan, for each SET(s), before the SET(s) Review meeting with the City.

Contractor's Hosted Test Instance must duplicate a snapshot of City's production COMPAS environment. City shall package and deliver the snapshot to Contractor as mutually agreed by City and Contractor.

C. SET(s) Review Meeting(s):

After the functionalities of a SET(s) have been developed, deployed, and/or tested, at City's or Contractor's request, the Contractor shall conduct SET(s) Review Meeting(s) with the City to demonstrate that the design and development of the SET(s) complies with the Requirement Specifications and Contractor's Design Documents. Based on the outcome of this meeting:

1. City will document all issues, discrepancies, and/or departures from the Requirement Specifications and/or Contractor's Design Documents ("Deficiency Notice").
2. Within 15 business days of the City's written Deficiency Notice, Contractor shall correct all discrepancies, unless otherwise agreed by City and Contractor.
3. Upon completion of all corrective work Contractor will re-test the SET(s) and hold another SET(s) review meeting to discuss the fixes with the City.

D. City's Review of Testing on Contractor's Hosted Test Instance:

For verification and validation, City may review testing on Contractor's Hosted Test instance, via a process that will be detailed in NPP, and will document any errors, discrepancies, design flaws, and/or departures from the Requirement Specifications, Contractor's Design Documents, NPP, and/or V&V Plan. The City's Project Manager will provide written notice of discrepancies to Contractor's Project Manager ("Deficiency Notice"). Contractor shall correct all deficiencies within 15 business days of City's written Deficiency Notice, unless otherwise agreed by City and Contractor.

Following the City's review of each SET(s), the Phase 3 Alternative Deliverable(s) shall be released in accordance with the Phase 3 Schedule.

E. Contractor Provides Packaged Alternative Deliverable, Deployment Instructions, and Draft Training Instruction:

Concurrent with each Phase 3 Alternative Deliverable release, Contractor shall provide the following, in electronic format all to be downloaded from Contractor's release site. (1) Packaged Alternative Deliverable(s); (2) detailed Deployment Instructions for installation and configuration of the Packaged Alternative Deliverable(s), and (3) Final training instructions that reflect the Packaged Alternative Deliverable(s)' features and functionalities for the City's review and feedback. The Final Deployment and training instructions must provide complete, clear and simple instructions for the installation, configuration, administration, and operational use of the Packaged Alternative Deliverable(s). Contractor shall provide all assistance required for the successful deployment of each Packaged Alternative Deliverable(s) and will provide additional Final Deployment instructions as needed.

F. City's V&V and Interim Acceptance Testing on City's Hosted Test:

Following delivery of the Packaged Alternative Deliverable(s), the City will perform V&V, including Interim Acceptance Testing on City's Hosted Test Instance. Interim Acceptance Testing for each SET requires a 100% compliance pass rate with the Requirement Specifications and Contractor's Design Documents, to be detailed in the NPP and V&V Plan, for each SET. Otherwise the process of testing/fixing will continue, until the required 100% test pass rate is achieved and City provides Contractor with written notification of a passing test result.

The City's Project Manager will provide written notice of test result discrepancies to Contractor's Project Manager ("Deficiency Notice"). Contractor shall correct all deficiencies within 15 business days of City's written Deficiency Notice, unless otherwise agreed by City and Contractor.

Within 10 business days of receipt of written notification of the 100% passing test result, and before start of production, Contractor shall deliver the any training instructions updates in electronic format all to be downloaded from Contractor's release site.

G. Additional Business Requirements:

In the event that City requests additional Business Requirements to be included after completion of City's V&V and Interim Acceptance Testing on City's Hosted Test Instance, the City may direct Contractor to expend hours from PHASE 15 to update the Requirements Specifications, Contractor's Documents, incorporate the change(s), and retest to the City's satisfaction. This work shall be released in Contractor's

next standard release schedule, unless otherwise agreed by City and Contractor per the updated Phase 3 Schedule.

Interfaces that have interdependencies with other SET(s) and/or PHASE(s) may require Contractor to modify a previously completed SET(s) and/or PHASE(s) in order to achieve the overall desired integrated functionality, City's Operational goals, Requirements Specifications, and/or Contractor's Design Documents. Such modifications shall not require expenditure of PHASE 15 consulting hours or any additional expense of the City.

H. City's Go-Live Testing:

Upon completion of City's V&V and Interim Acceptance Testing on City's Hosted Test Instance, City shall deploy the Packaged Alternative Deliverable(s) on the City's Production Instance. City's functional and integration testing shall be considered complete when the test achieves a 100% compliance pass rate with the Requirement Specifications and Contractor's Design Documents, to be detailed in the NPP and V&V Plan, for each SET(s). Otherwise the process of testing/fixing will continue, until the required 100% test result is achieved.

Upon achieving 100% testing pass rate for the Package Alternative Deliverable(s) on the City's Production Instance, the City will Go-Live and begin its Production use.

City will provide Contractor 15 business days written notice before Go-Live. It is anticipated that the Go-Live for each Packaged Alternative Deliverable(s) will most likely occur during weekends, and/or non-business hours. The Contractor shall provide the Go-live support during this time.

I. Final Acceptance Phase 3:

Upon City's Acceptance and Production use of the last SET within PHASE 3, City will commence Final Acceptance. Contractor must achieve Final Acceptance within Ninety (90) calendar days following City's last deficiency notice for PHASE 3. Upon City's Acceptance and Production use of the last SET within PHASE 3, all fixes and/or resolutions shall be verified and validated according to the Final V&V Plan. Upon resolution of all outstanding issues, and successful completion of the Final V&V Checklist, City shall issue the Final V&V Report to indicate Acceptance and conclusion of PHASE 3.

PHASE 3 shall be deemed accepted if the City does not issue a deficiency notice within the later of 90 calendar days of the City's Go-Live of the last SET or 90 calendar days after Contractor has delivered the final fixes and/or resolutions of any deficiency notice for the last SET after Go-Live. Following Final Acceptance of PHASE 3, Contractor shall provide ongoing support as detailed in the Agreement.

VIII. DEVELOPMENT/CUSTOMIZATION OF PHASE 7 ALTERNATIVE DELIVERABLE - MIGRATION

Project Development/Customization of the PHASE 7 Deliverable shall be defined and developed for a one-time production Go-Live event. This work will not be subject to Contractor's standard quarterly release schedule.

A. Contractor's Hosted Test Instances:

Once PHASE 7 is developed, the Contractor shall deploy it on Contractor's Hosted Test Instance. The data export will be validated per the Requirement Specifications and Contractor's Design Documents, as appropriate. The Contractor's SET testing result shall achieve a 100 % compliance pass rate with the Requirement Specifications and Contractor's Design Documents, as appropriate, to be detailed in the NPP and V&V Plan, for the SET before the SET Review Meeting(s) with the City, and the third-party CMS vendor as appropriate.

Contractor's Hosted Test Instance must duplicate a snapshot of City's production COMPAS environment. City shall package and deliver the snapshot to Contractor as mutually agreed by City and Contractor.

B. SET(s) Review Meeting(s):

After the functionalities of the SET have been developed, deployed, and/or tested, at City's or Contractor's request, the Contractor shall conduct SET Review Meeting(s) with the City to demonstrate that the design and development of the SET comply with the Requirement Specifications and/or Contractor's Design Documents, as appropriate. Based on the outcome of such meeting(s):

1. City will document all issues, discrepancies, and/or departures from the Requirement Specifications and/or Contractor's Design Documents ("Deficiency Notice)."
2. Within 15 business days of the City's written Deficiency Notice, Contractor shall correct all discrepancies, unless otherwise agreed by City and Contractor.
3. Upon completion of all corrective work Contractor will re-test the SET and hold another SET review meeting to discuss the fixes with the City.

C. Contractor Provides Packaged Alternative Deliverable, Deployment Instructions, and Draft Training Instruction:

Upon City's written request, Contractor shall provide the following, in electronic format all to be downloaded from Contractor's release site. (1) The Packaged Alternative Deliverable; (2) detailed Deployment instructions for installation and configuration of the Packaged Alternative Deliverable. Contractor shall provide all assistance required for the successful deployment of the Packaged Alternative Deliverable and will provide additional Deployment instructions as needed.

D. City's V&V and Interim Acceptance Testing on City's Hosted Test Instance:

Following delivery of the Packaged Alternative Deliverable, the City will perform V&V, including Interim Acceptance Testing on City's Hosted Test Instance. Interim Acceptance Testing requires a 100% compliance pass rate with the Requirement Specifications and Contractor's Design Documents, to be detailed in NPP and V&V Plan. Otherwise the process of testing/fixing will continue, until the required 100% test pass rate is achieved and City provides Contractor with written notification of a passing test result.

The City's Project Manager will provide written notice of test result discrepancies to Contractor's Project Manager ("Deficiency Notice"). Contractor shall correct all deficiencies within 15 business days of City's written Deficiency Notice, unless otherwise agreed by City and Contractor.

E. Additional Business Requirements:

In the event that City requests additional Business Requirements to be included after completion of City's V&V and Interim Acceptance Testing on City's Hosted Test Instance, the City may direct Contractor to expend hours from PHASE 15 to update the Requirement Specifications, Contractor's Design Documents, incorporate the change(s), and retest to achieve a 100% compliance pass rate with the updated Requirement Specifications and Contractor's Design Documents, to be detailed in NPP and V&V Plan.

F. City's Go-Live Testing:

Upon completion of City's V&V and Interim Acceptance Testing on City's Hosted Test Instance, City shall deploy the Packaged Alternative Deliverable on the City's Production Instance. City's functional and integration testing shall be considered complete when the test achieves a 100% compliance pass rate with the Requirement Specifications and Contractor's Design Documents, to be detailed in the NPP and V&V Plan. Otherwise the process of testing/fixing will continue, until the required 100% test result is achieved.

City will provide Contractor 15 business days written notice before Go-Live. It is anticipated that the Go-Live for each Package Deliverable(s) will most likely occur during weekends, and/or non-business hours. The Contractor shall provide Go-live support during this time.

G. Final Acceptance Phase 7:

Upon City's Acceptance and Production use of PHASE 7, City will commence Final Acceptance. Contractor must achieve Final Acceptance within Ninety (90) calendar days following City's last deficiency notice for PHASE 7. Upon City's Acceptance and Production use of PHASE 7, all fixes and/or resolutions shall be verified and validated according to the Final V&V Plan. Upon resolution of all outstanding issues, and successful completion of the Final V&V Checklist, City shall issue the Final V&V Report to indicate Acceptance and conclusion of PHASE 7.

PHASE 7 shall be deemed accepted if the City does not issue a deficiency notice within the later of 90 calendar days of the City's Go-Live of PHASE 7 or 90 calendar days after Contractor has delivered the final fixes and/or resolutions of any deficiency notice for PHASE 7 after Go-Live.

IX. DEVELOPMENT/CUSTOMIZATION OF PHASE 15 ALTERNATIVE DELIVERABLES

PHASE 15 Alternative Deliverables are not yet determined. The City and Contractor shall detail develop/customization of PHASE 15 Alternative Deliverables in NPP and V&V Plan. The process for expenditure of PHASE 15 hours shall be detailed and tracked in NPP and/or V&V Plan.

X. PHASE 1, 2, 4, 6, 8-14 and 16 ALTERNATIVE DELIVERABLES

A. Packaged Alternative Deliverable (PHASE 1, 12 and 13):

1. For Packaged Alternative Deliverables, Contractor shall provide the following, in electronic format all to be downloaded from Contractor's release site. (1) Packaged Alternative Deliverable(s); (2) detailed Deployment Instructions for installation and configuration of the Packaged Alternative Deliverable(s), and (3) Final training instructions that reflect the Packaged Alternative Deliverable(s)' non-custom features and functionalities for the City's review and feedback. The final Deployment and training instructions must provide instructions for the installation, configuration, administration of the Packaged Alternative Deliverable(s). Contractor shall provide all assistance required for the successful deployment of each Packaged Alternative Deliverable(s) and will provide additional Final Deployment instructions as needed.
2. Following delivery of the Packaged Alternative Deliverable(s), the City will deploy and perform V&V on each Packaged Alternative Deliverable on the City's Hosted Test Instance. City's functional and integration testing shall be complete when the test achieves a 100% compliance pass rate with the Requirement Specifications and Contractor's Design Documents, to be detailed in the NPP and V&V Plan. Otherwise the process of testing/fixing will continue, until the required 100% test result is achieved.
3. The City's Project Manager will provide written notice of discrepancies to Contractor's Project Manager ("Deficiency Notice"). Contractor shall correct all deficiencies within 15 business days of City's written Deficiency Notice, unless otherwise agreed by City and Contractor.

4. Upon completion of City's V&V and achievement of a 100% test pass rate on the City Hosted Test Instance, City shall deploy the Packaged Alternative Deliverable(s) on the City's Production Instance. City's functional and integration testing shall be considered complete when the test achieves a 100% compliance pass rate with the Requirement Specifications and Contractor's Design Documents, to be detailed in the NPP and V&V Plan. Otherwise the process of testing/fixing will continue, until the required 100% test result is achieved.

5. Upon achieving 100% testing pass rate for the Packaged Alternative Deliverable(s) on the City's Production Instance, the City will Go-Live and begin its Production use. City will provide Contractor 15 business days written notice before Go-Live. It is anticipated that the Go-Live for each Packaged Alternative Deliverable(s) will most likely occur during weekends, and/or non-business hours. The Contractor shall provide Go-live support during this time.

6. Upon City's Acceptance and Production use of a PHASE, City will commence Final Acceptance. Contractor must achieve Final Acceptance within Ninety (90) calendar days following City's last deficiency notice for a PHASE. Upon City's Acceptance and Production use of a PHASE, all fixes and/or resolutions shall be verified and validated according to the Final V&V Plan. Upon resolution of all outstanding issues, and successful completion of the Final V&V Checklist, City shall issue the Final V&V Report to indicate Acceptance and conclusion of a PHASE.

A PHASE shall be deemed accepted if the City does not issue a deficiency notice within the later of 90 calendar days of the City's Go-Live of a PHASE or 90 calendar days after Contractor has delivered the final fixes and/or resolutions of any deficiency notice for the a PHASE after Go-Live. Following Final Acceptance of a PHASE, Contractor shall provide ongoing support as detailed in the Agreement.

B. Hosting Services (PHASE 2):

City shall be deemed to have finally accepted hosted services upon either (1) expiration of the required hosting duration; or (2) earlier upon written notice by the City.

C. Reports, Maintenance, Support, Training, Travel (PHASE 4, 6, 8 – 11, 14, 16):

City shall detail the testing and Acceptance criteria and/or verification and validation process for all remaining Alternative Deliverables in NPP and V&V Plan.

XI. SECURITY

A. Physical Security:

1. Contractor shall provide written verification and written evidence that all Contractor staff assigned to this Project have been fingerprinted and have successfully passed an FBI criminal history background check. Contractor shall sign Non-Disclosure Agreement as detailed in paragraph 33, "Proprietary or Confidential Information of City," of the License Agreement.
2. When on City premises, Contractor staff assigned to the Project shall wear their company identification badges at all times. The City will require Contractor to provide a letter of clearance on behalf of each Contractor staff member assigned to this Project stating that the Company has found each person to be suitably skilled for the tasks assigned and to be reliable; that each has signed a non-disclosure agreement regarding privacy of San Francisco data and other proprietary materials or intellectual property; and that résumé verifications have been completed.

B. Information Security for Hosted Instances:

1. Contractor shall be responsible for properly establishing security for City's data within the Application on all Contractor's hosted instances, to ensure that such security is conformant and compliant with, applicable local, California or Federal Department of Justice standards, such as CLETS and 28 C.F.R. Part 23 governing security of criminal justice or related similar data, and the requirements of HIPAA (Appendix C-1, Business Associate Addendum) regarding medical or health history data security. Contractor will provide guidance regarding the implementation of controls for the data's access and use. Contractor agrees to host City's Application Instances on servers secured with the HTTPS protocols.
2. Contractor shall provide for adequate System Administrator and end-user file back-up procedures as part of the installation of the required Instances of the Application Software, and for supplying all back-up media (i.e., tape) required for existing and new programs and data while installed and operated on Contractor's servers. Following installation by Contractor of the Application on the City's designated server(s) and approval of the installation by the City, City will be responsible for System file backup and restoration of its data, and provision of required storage media.

C. Return/Destruction of City Data:

1. At any time during the term of this Agreement within 30 calendar days of a written request by the City, and/or within 30 calendar days after the termination or expiration of this Agreement, Contractor shall provide the City with a complete copy, or any requested parts, of the City's hosted data in the database backup file format.
2. At any time during the term of this Agreement, City may request in writing the destruction of all or part(s) of the City's data, hosted on any of the Contractor's sites including, but not limited to Contractor's backups of the City's data. Within 30 calendar days of the receipt of City's written request, Contractor shall destroy City's data and shall provide written verification of the destruction of such City data.
3. Within 30 calendar days after of the termination or expiration of this Agreement unless otherwise directed by the City, Contractor shall destroy all of the City's data, hosted on any of the Contractor's sites including, but not limited to Contractor's backups of the City's data and shall provide written verification of the destruction of such City data.

Attachment 1

SETTLEMENT AGREEMENT AND FULL AND FINAL RELEASE

SETTLEMENT AGREEMENT AND FULL AND FINAL RELEASE

This Settlement Agreement and Full and Final Release ("Settlement Agreement") is entered into by and between the City and County of San Francisco ("City") and Northpointe, Inc. ("Contractor") (collectively "Parties"), as of May 26, 2015 ("Effective Date").

RECITALS

WHEREAS, on or about March 7, 2011, the City and Contractor entered into a Software License and Services Agreement, including all Appendices thereto ("Prime Contract Agreement"), under which Contractor agreed, *inter alia*, to develop and deliver a Case Management System ("CMS") to the City;

WHEREAS, between March 7, 2011, and January 14, 2013, Contractor failed to deliver a CMS to the City;

WHEREAS, on or about January 14, 2013, City authorized Contractor to enter into a Software License and Maintenance Agreement with Homeland Justice Systems, Inc. ("Sub-Contractor") for the benefit of the City ("Third-Party Beneficiary Contract"), under which Sub-Contractor undertook to deliver the CMS;

WHEREAS, to date no CMS has been delivered to the City and as a result a dispute exists between the City and Contractor regarding Contractor's failure to deliver the CMS to the City ("Dispute");

WHEREAS, the City and Contractor now wish to resolve this Dispute, without an admission of liability by Contractor;

WHEREAS, this Settlement Agreement calls for (a) amendment of the Prime Contract Agreement to delete the CMS, including all related terms and work, in its entirety, from the Prime Contract Agreement; and (b) amendment of the Prime Contract Agreement to add delivery by Contractor to the City of the Alternative Deliverables, valued at \$1,232,101.00, as detailed in Exhibit I, attached hereto ("Alternative Deliverables");

WHEREAS, this Settlement Agreement authorizes the City to reassert its claim for an apportioned dollar value equal to the value of any item in Exhibit I that City has requested, but Contractor fails to deliver;

WHEREAS, this Settlement Agreement also calls for: (a) Contractor's termination of the Third-Party Beneficiary Contract at no cost to the City; (b) Receipt by City of an express written waiver and release of all claims by Contractor and Sub-Contractor against the City under the Third-Party Beneficiary Contract; and (c) written authorization by Contractor and Sub-Contractor for the City to copy, use, grant access to, and/or share with any future City CMS vendor any and all CMS screenshots, requirements, and/or requirements-related documents developed to date, pursuant to Section 5.b. of the Third-Party Beneficiary Contract.

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

TERMS OF THE SETTLEMENT AGREEMENT

I. Conditions:

a. **Board Approval:** The City and Contractor each understands and agrees that this Settlement Agreement is contingent upon the formal adoption of a Resolution authorizing the settlement by the San Francisco Board of Supervisors ("Board") acting in its sole discretion.

b. **Termination of Third-Party Beneficiary Contract:** The City and Contractor each also understands and agrees that this Settlement Agreement is contingent upon

City's receipt from Contractor and Sub-Contractor a fully executed original (in counterparts) of a Termination Document, including each of the following terms, within 15 calendar days of the Effective Date of this Settlement Agreement:

(a) **Termination of Third-Party Beneficiary Contract for Convenience:**

Termination of the Third Party Beneficiary Contract at no cost to the City;

(b) **Full and Final Release of Claims by Contractor and Sub-Contractor:** An express written waiver and release of all claims by Contractor and Sub-Contractor against the City under the Third-Party Beneficiary Contract;

(c) **Release of Restriction on Use:** A release of restriction on use authorizing the City the right to copy, use, grant access to, and/or share with any future City CMS vendor any and all CMS screenshots, requirements, and/or requirements-related documents developed to date, pursuant to Section 5.b. of the Third-Party Beneficiary Contract.

Once executed, the Termination Document will be attached to this Settlement Agreement as Exhibit 2.

2. **Consideration:** Subject to the conditions set forth above, the City and Contractor agree to settle this Dispute by (a) amendment of the Prime Contract Agreement to delete the CMS, including all related terms and work, in its entirety, from the Prime Contract Agreement; and (b) amendment of the Prime Contract Agreement to add delivery by Contractor to the City of the Alternative Deliverables, within a reasonable time frame requested by the City, in its sole discretion, by written request.

3. **Release By The City:**

a. **Release:** Except as set forth in Section 3.b, below, for good and valuable consideration described herein, the City agrees to fully and forever release and discharge Contractor, and its officers, directors, employees, attorneys and agents from all actions, causes of action, damages and claims that arise from the Dispute.

b. **Exception:** Contractor understands and agrees that the City may rescind the Release set forth in Section 3.a, above, and reassert its claim for an apportioned dollar value equal to the value of any one or more of the Alternative Deliverables that City has requested, but Contractor fails to deliver.

4. **Release By Contractor:** For good and valuable consideration described herein, Contractor agrees to fully and forever release and discharge the City, together with its elective and/or appointive boards, agents, servants, employees, consultants, departments, commissioners, attorneys, officers and agents from all actions, causes of action, damages and claims that arise from the Dispute, including under the Third-Party Beneficiary Agreement.

5. **Indemnity:** Contractor shall indemnify, hold harmless and defend City, its boards and commissions, and all of its officers, agents, members, employees, authorized representatives, assignees and transferees from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and/or liabilities that may be asserted against the City by any of Contractor's subcontractors of any tier (including Sub-Contractor) and/or suppliers, and/or any other third party, for any and all services, labor, materials, supplies and/or equipment used, or contemplated, to be used in the performance of work involved in the Dispute, including under the Third-Party Beneficiary Contract.

6. **Sole Modification:** Except as expressly modified by this Settlement Agreement (including amendment of the Prime Contract Agreement as set forth in Section 2, above), all of the terms and conditions of the Prime Contract Agreement shall remain unchanged and in full force and effect. All rights of the City and obligations of Contractor shall survive execution of this Settlement Agreement.

REPRESENTATIONS

7. **No Assignment:** Each Party represents that it has not assigned or transferred, or agreed to assign or transfer, or attempted to assign or transfer, to any third party or entity (including without limitation any insurer) any interest in the matters being settled herein.

8. **Civ. Code § 1542 Waiver:** Each Party certifies that it has read Section 1542 of the California Civil Code, which provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

As to the matters released in this Settlement Agreement, each Party specifically waives any benefit or right under California Civil Code Section 1542 and each assumes all risks of claims, known or unknown, heretofore or hereafter, arising from this waiver.

9. **Entire Agreement:** Each Party acknowledges that this Settlement Agreement contains and constitutes the entire agreement between the City and Contractor regarding the Dispute settled herein.

10. **Terms Contractual:** The terms of this Settlement Agreement are contractual and not a mere recital. The headings are for convenience only and do not limit or alter the described paragraphs in any manner.

11. **Representation by Counsel:** Each Party affirms and acknowledges that it has read and fully appreciates and understands the words, terms, conditions and provisions of this Settlement Agreement, is fully and entirely satisfied with the same, has been represented by legal counsel of its choice in the negotiation, preparation and execution of this Settlement Agreement, has conferred with its counsel prior to the execution of this Settlement Agreement and has executed this Settlement Agreement voluntarily and of its own free will and act. Each Party, by its execution of this Settlement Agreement, further represents that it has reviewed each term of this Settlement Agreement with its legal counsel, and that hereafter shall not deny the validity of this Settlement Agreement on the ground that it did not have full and adequate legal counsel.

12. **No Admission of Liability:** No aspect of this Settlement Agreement or the settlement which led to it is intended to be nor at any time shall be construed, deemed, or treated in any respect as an admission by the City or Contractor of liability for any purpose.

13. **Severability:** If any of the provisions of this Settlement Agreement or the application thereof is held to be invalid, its invalidity shall not affect any other provision or application of this Settlement Agreement to the extent that such other provision or application can be given effect without the invalid provision or application, and to this end, the provisions of this Settlement Agreement are declared and understood to be severable.

14. **Attorneys Fees and Costs:** Each Party shall bear its own legal expenses and costs incurred in connection with this Dispute and Settlement Agreement.

15. **Fully Negotiated:** Each Party represents and warrants that this Settlement Agreement and the settlement which led to it have been fully negotiated with the assistance of counsel and should not be construed more strictly against one Party than another.

16. **Authority to Execute and Bind:** Each Party represents and warrants that each of the persons executing this Settlement Agreement on its behalf has full and complete legal authority to do so and thereby bind the Party on behalf of which this Settlement Agreement is

executed, with the exception that the City's execution of the Settlement Agreement is subject to approval of the San Francisco's Board of Supervisors acting in its sole discretion.

17. **Choice of Law:** This Settlement Agreement shall be construed and enforced in accordance with the laws of the State of California.

18. **Counterparts:** This Settlement Agreement Full and Final Release may be signed in counterparts. Faxed signatures shall be deemed to be original signatures.

IT IS SO AGREED:

July May 7, 2015

CITY AND COUNTY OF SAN FRANCISCO

By: *Karen L. Fletcher*

KAREN L. FLETCHER

Chief Adult Probation Officer

CITY AND COUNTY OF SAN FRANCISCO

July May 2, 2015

NORTHPOINTE, INC.

By: *[Signature]*

Its: *[Signature]*

Approved as to Form

July May 8, 2015

CITY AND COUNTY OF SAN FRANCISCO

By: *[Signature]*

LOUISE S. SIMPSON

Deputy City Attorney

Attorneys for CITY AND COUNTY OF SAN FRANCISCO

May ___, 2015

TRAPEZE SOFTWARE GROUP INC.

By: _____

SANDRA MCFARLAND

Senior Counsel,

Attorneys for Northpointe, Inc.

END OF DOCUMENT

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18. **Counterparts:** This Settlement Agreement Full and Final Release may be signed in counterparts. Faxed signatures shall be deemed to be original signatures.

IT IS SO AGREED:

May __, 2015

CITY AND COUNTY OF SAN FRANCISCO

By: _____

KAREN L. FLETCHER

Chief Adult Probation Officer

CITY AND COUNTY OF SAN FRANCISCO

July ~~15~~ 2, 2015

NORTHPOINTE, INC.

By: _____

Its: TONIA M. ABER

Approved as to Form

May __, 2015

CITY AND COUNTY OF SAN FRANCISCO

By: _____

LOUISE S. SIMPSON

Deputy City Attorney

Attorneys for CITY AND COUNTY OF SAN FRANCISCO

July 2, 2015

May __, 2015

TRAPEZE SOFTWARE GROUP INC.

By: _____

SANDRA MCFARLAND

Senior Counsel,

Attorneys for Northpointe, Inc.

END OF DOCUMENT

Exhibit 1
of
City and Northpointe Settlement Agreement

Sections	Items	Title	Description	Amount (for 5 year term)
Northpointe COMPAS Suite:				
	1	Northpointe Suite Perpetual Licenses for 150 users that are members of Adult Probation Department (APD), Behavioral Health Court, Leaders in Community Alternatives (LCA) and SF Forensic Institute. (No 1)	<p>Northpointe Suite Perpetual License for 150 users for APD, Behavioral Health Court, LCA and SF Forensic Institute (APD's sex offender treatment contractor) users only (including Data Exchange WebServices Interfaces between COMPAS and APD's New CMS to accept and send data)</p> <p>- Northpointe(NP)/APD applicable Current Software License Agreement; Appendix A, Section 7.1 " The Licensed Software."</p> <p>Functionality includes (<u>as currently developed</u>):</p> <p>COMPAS Assessment Modules</p> <p>Core; Reentry; Women</p> <p>\$ COMPAS Integrated Case Plan</p> <p>\$ Secondary Screenings:</p> <ul style="list-style-type: none"> • Static 99R, VASOR, TCU-Drug Screen, TCU- Criminal Thinking Scale, COMPAS Case Supervision Review, URICA, Stable 2007, Acute 2007, DVSI, NIJ Mental Health, UNCOPE <p>\$ Ad Hoc Report Generator</p> <p>\$ Service Providers functionality</p> <p>\$ Event Log</p> <p>\$ Case Information:</p> <ul style="list-style-type: none"> • case summary, • legal status, • assessed needs, • sex offender case information, • program tracking, • case notes • case termination, drug testing, case Eligibility, Associated cases, Case Outcomes, Documents, timelines, aggravation circumstances, Mitigation circumstances, restitution, conditions <p>\$ Scheduling:</p> <ul style="list-style-type: none"> • offender scheduling (includes some community service scheduling), • case worker/agent scheduling <p>\$ Work and Education History</p> <p>\$ Demographics:</p>	<p>\$330,000</p> <p>(This is the amount of perpetual Licenses and 5 year term does not apply)</p>

			<ul style="list-style-type: none"> • physical description, • contact information, • personal contacts, • any alias, • gang membership, • miscellaneous demographic information, • sex offender registration, Military History and other screens under Person Summary in COMPAS APD's site. <p>§ Charges/Court/Pretrial:</p> <ul style="list-style-type: none"> • current charge information, • bail/bond information, • modified charges, • docket information, • pre-trial release, • failure to appear <p>§ Operations:</p> <ul style="list-style-type: none"> • batch drug testing, <p>§ Medical History:</p> <ul style="list-style-type: none"> • medical provider, • insurance information, • treatment history, • substance abuse, • medication information. <p>§ Accounting:</p> <ul style="list-style-type: none"> • fines & costs, • program/testing fees, • residential inmate accounts <p>§ Print Packet</p> <p>§ Documents</p> <ul style="list-style-type: none"> - NAVIGATION AND SYSTEM TOOLS - HOME PAGE FEATURES and functionalities - Search Functionality and Features - Administration Modules - Configured NP's HELP functionality. NP should provide the updated HELP content as it gets updated. - NP shall provide notifications to APD when the new releases become available via Northpointe's Development Release Schedule on an annual basis; this schedule is posted to the Northpointe Knowledge Base (https://courtviewjusticesolutions.zendesk.com/forums) for easy accessibility by APD at any time. - PSI Module - Family Impact Statement 	
	2	Hosting Services for Item #1 above	Northpointe shall provide up to 3 months of hosting services as necessary if the City's own hosting is not ready for "go live" by the time the new agreement goes into effect.	\$3,868
	3	Integration - Data Exchange Connections (WebService Interfaces) between Northponte Suite (COMPAS) and APD's New Case Management System (No.1)	<p>Northpointe (NP) shall develop WebService interfaces to allow data exchange between APD's New Case management System (CMS) and Northpointe's COMPAS</p> <ol style="list-style-type: none"> 1. NP shall provide standard Web Service (API) to accept standard key offender identifiers from APD's new CMS. 2. NP shall build WebService interface to send the data from NP to APD's CMS. This interface will include all the fields that are listed in Assessment Summary, Narrative, Personalized Narrative, Supervision Recommendation screens for COMPAS Core, Women, reentry Assessments and Secondary Assessments (Static 99R, VASOR, TCU- Drug Screen, TCU- Criminal Thinking Scale, COMPAS Case Supervision Review, URICA, Stable 2007, Acute 2007, DVSI, NIJ Mental Health, UNCOPE). 	\$126,000 (this is estimated value, but it's included in Northpointe Suite)

	4	Northpointe Suite Support and Maintenance (No. 4)	<p>Northpointe (NP) shall provide Software support and Maintenance for Northpointe Suite/COMPAS with upgrades in accordance with the Software License Agreement (Contract) Sections 11, 12 and 13 and include the following:</p> <ol style="list-style-type: none"> 1. For 150 Perpetual Licenses 2. Support for Web Service interfaces (Send and Accept) interfaces between Northpointe Suite/COMPAS and APD's new CMS. This item will be included in Section 13 of the amended Software License Agreement (Contract). <p>6th year of Maintenance and Support for Northpointe Suite/COMPAS and Web Service Interfaces is \$36,225. The annual increase in each consecutive year shall not exceed 5% of the previous year's fee.</p>	\$134,033
	5	Product Development (Customizations for the COMPAS software) (No. 12)	<ol style="list-style-type: none"> 1. Northpointe (NP) shall provide secondary screenings integration with the Case Plan and Presentence Investigation (PSI) functionality for the following: DVSI, Accute 2007, Stable 2007, Community Mental Health, TCU Drug Screen, TCU Criminal Thinking, Static 99R, and VASOR, NIJ Mental, URICA, UNCOPE, COMPAS Case Supervision Review including their summary assessment scores, narratives and comments. Custom secondary screener narratives and layout, e.g. Static 99R example, will require APD to provide NP with the narrative boiler plate, layout and rules for attaching the narrative to the screening instrument's score. 2. Northpointe shall provide integration into the PSI template and PSI validation for up to 25 custom fields. APD will group the fields in up to 5 requests over the first 3 years period. The number of fields per request may vary, but will not exceed 25 fields and no more than 5 requests over the first 3 years period. If APD exceeds this then NP will charge APD at the rate of \$200/hr for additional custom fields development not to exceed 15 requested custom fields per request and 16 hours per request to complete. 	\$54,400
	6	COMPAS Reports (No. 13)	<p>Northpointe (NP) shall provide the reports specified in the list of reports identified in Attachment A hereto as detailed in Dave Wells' email dated 2/24/15 and other standard Ad-Hoc reports. In addition, APD will require Ad-Hoc reports for Acute2007, Stable2007, Static 99R and other Secondary screenings. As the standard reports get updated/added NP shall provide the updated and added reports to APD via standard scheduled COMPAS software releases. NP shall provide assistance to APD in developing 10 COMPAS Adhoc Report Generator data reports over 5 years period.</p>	\$42,000
	7	Migration of APD's data from Northpointe/COMPAS to APD's new Case Management System (No. 15)	<p>During APD's data migration phase for APD's new CMS, APD, NP, and APD's new CMS vendor will collaborate to develop data extraction specifications. Northpointe shall be responsible for delivering Database (sql) scripts to export all APD's data from COMPAS consistent with the extraction specifications.</p>	\$40,000
	8	COMPAS Technical Training for APD's IT Staff (No. 16)	<p>Northpointe (NP) shall provide up to a total of 25 hours of remote technical training with APD's IT staff for IT related topics (system configuration, installation, DB structure, Ad-hoc reporting).</p>	\$5,000

	9	COMPAS Officer Training (No. 17)	Northpointe (NP) shall provide up to 20 days of on-site trainings: 1. Risk/Needs Assessment "New Employee" (min 2 days/8hours per day), 2. Risk/Needs "Employee Refresher" (min 1day/8hours per day) 3. Women's COMPAS "New Employee" or "Employee Refresher" - 1 day/8hours a day. 4. Training For Trainers (T4T) trainings Training and project support will be consolidated where possible to maximize the efficiency of each trip and meet APD's training and projects requirements.	\$50,000
	10	COMPAS Secondary Assessment Training for APD's Staff (No. 18)	Northpointe (NP) shall provide up to 32 hours of training via WebEx (scheduled from 1.5 to 4 hours per session) on the software navigation and general use of the secondary screenings, their integration with Case Plan and PSI (if required)	\$6,400
	11	COMPAS Training for Trainers (T4T) for APD's Staff (No. 19)	Northpointe (NP) shall provide up to three standard on-site Training For Trainers (T4T) 3-day COMPAS navigation and use trainings (3 trips). T4T instructions will include NP's lesson plan for training on all COMPAS tools. NP will teach APD T4T staff how to be instructors for these tools. NP will provide the electronic copies of the material with subsequent updates. The T4T training will include, in part, the training on the science and EBP behind the Tool, assessment administration, interpretation, case plan development and software navigation. APD's goal is for NP to conduct certification training for APD designated staff to become certified instructors on Northpointe Suite. NP shall issue certification certificates upon successful completion of the training.	\$22,500
Northpointe New Products				
	12	Northpointe COMPAS Offline Annual License (The offline feature for the Northpointe Suite is a restricted subset of the full Northpointe Suite application that allows for creating and updating data for existing offenders in environments where network access is not available.) (No. 5)	Northpointe (NP) shall provide COMPAS Offline Annual License for 150 users for five years. Northpointe COMPAS Offline 6th year license \$33,850 (Includes maintenance) for minimum of 150 users. The annual increase in each consecutive year shall not exceed 5% of the previous year's fee.	\$169,250

	13	Northpointe COMPAS SyncShare Annual License, 1 Exchange (SyncShare is a new Northpointe tool that gives Northpointe Suite users the ability to access person data from outside COMPAS and non-COMPAS agencies.) (No.6)	Northpointe (NP) shall provide SyncShare Annual License, 1 Agency Exchange, for five years. Northpointe COMPAS SyncShare 6th year license \$29,250 (Includes maintenance). The annual increase in each consecutive year shall not exceed 5% of the previous year's fee.	\$146,250
	14	Technical, Consulting and Training Services, for new Products (COMPAS Offline and SyncShare) (No.9)	Northpointe (NP) shall provide Technical, Consulting and Training Services to include: 1. SyncShare Admin training - set-up, configuration support of the NP SyncShare software up to 6 hours via Webex 2. SyncShare Training for Trainers (T4T) end user training up to 4 hours via Webex 3. COMPAS Offline (Northpointe Suite Offline) Training - System Admin Installation training, set-up and support up to 8 hours via Webex 4. COMPAS Offline T4T end user training up to 4 hours via Webex 5. COMPAS Offline (Northpointe Suite Offline) and SyncShare installation on APD server, with acceptance by APD (NP and APD need to agree on definition of acceptance); APD IT will install software on laptops/tablets.	\$12,400
Globally Applicable				
	15	Technical and Consulting Services (No.9)	Northpointe (NP) shall provide up to 160 hours of on-site or remote software customization services (e.g., design, technical meetings, implementation) over 5 years, as determined by APD Project Manager	\$32,000
	16	Travel - 12 trips (No. 14)	Northpointe (NP) shall provide up to 12 on-site trips to support the following: 1. Risk/Needs Assessment "New Employee" (min 2 days/8hours per day), 2. Risk/Needs "Employee Refresher" (min 1day/8hours per day) 3. Women's COMPAS "New Employee" or "Employee Refresher" - 1 day/8hours a day. 4. Training For Trainers (T4T) training 5. General project support, e.g. technical and project support meetings Training and project support will be consolidated where possible to maximize the efficiency of each trip. All travel requires a minimum 3 weeks notice. In case APD requires additional trips after 12th trip, any travel expenses (airfare, lodging, meals and automobile expenses) are to be pre-approved by the City prior to NP's travel to allow reimbursement by the City.	\$58,000
Total				\$1,232,101

TERMINATION OF THIRD PARTY BENEFICIARY CONTRACT

This Termination Document and Full and Final Release ("Termination Document") is by and between Northpointe, Inc. ("Contractor") and Homeland Justice Systems, Inc. ("Sub-Contractor") for the benefit of the City and County of San Francisco ("City") (collectively "Parties"), as of ~~May XX~~ ^{July 8}, 2015 ("Effective Date").

RECITALS

WHEREAS, on or about March 7, 2011, the City and Contractor entered into a Software License and Services Agreement, including all Appendices thereto ("Prime Contract Agreement"), under which Contractor agreed, *inter alia*, to develop and deliver a Case Management System ("CMS") to the City;

WHEREAS, between March 7, 2011, and January 14, 2013, Contractor failed to deliver a CMS to the City;

WHEREAS, on or about January 14, 2013, City authorized Contractor to enter into a Software License and Maintenance Agreement with Homeland Justice Systems, Inc. ("Sub-Contractor") for the benefit of the City ("Third-Party Beneficiary Contract"), under which Sub-Contractor undertook to deliver the CMS;

WHEREAS, to date no CMS has been delivered to the City and as a result the Parties wish (1) to terminate the Third-Party Beneficiary Contract for convenience, at no cost to the City, including (2) an express written waiver and release of all claims by Contractor and Sub-Contractor against the City under the Third-Party Beneficiary Contract, and (3) written authorization by Contractor and Sub-Contractor for the City to copy, use, grant access to, and/or share with any future City CMS vendor any and all CMS screenshots, requirements, and/or requirements-related documents developed to date, pursuant to Section 5.b of the Third-Party Beneficiary Contract.

NOW, THEREFORE, the Parties agree as follows:

TERMS OF AGREEMENT

1. **Termination of Third-Party Beneficiary Contract for Convenience:** Each Party understands, agrees, and intends for this Termination Document to terminate the Third-Party Beneficiary Contract for the convenience of the Parties, at no cost to the City.

a. **Governing Provisions:** Pursuant to Section 23 of the Third-Party Beneficiary Contract, each Party understands and agrees that termination of the Third-Party Beneficiary Contract "shall be governed by the 'Termination' provisions of the Prime Contract Agreement ('Section 14')".

b. **Waiver of Thirty-Day Notice:** Contractor and Sub-Contractor each expressly waives the requirement under Section 14.b of the Prime Contract Agreement that Termination for Convenience be made on "thirty (30) days written notice. . . ." Rather, Contractor and Sub-Contractor each understands and agrees that Termination for Convenience of the Third-Party Beneficiary Contract shall be effective as of the date set forth above upon full execution of this Termination Document.

c. **Waiver of Compensation:** Contractor and Sub-Contractor each further expressly waives the requirement under Section 14.b of the Prime Contract Agreement that, "In the event of such termination, Contractor will be paid for those services performed, equipment ordered, and costs incurred . . . up to the date of termination." Rather, Contractor and Subcontractor each understands and agrees that Termination for Convenience of the Third-Party Beneficiary Contract shall be at no cost to the City of any kind.

2. **Full and Final Release of Claims by Contractor and Sub-Contractor:**

Contractor and Sub-Contractor each agrees to fully and forever release and discharge the City, together with its elective and/or appointive boards, agents, servants, employees, consultants, departments, commissioners, attorneys, officers and agents from all actions, causes of action, damages and claims arising out of or related to the Third-Party Beneficiary Contract.

a. **Civ. Code § 1542 Waiver:** The Contractor and Sub-Contractor each certifies that it has read Section 1542 of the California Civil Code, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

As to the matters released in this Termination Document, the Contractor and Subcontractor each specifically waives any benefit or right under California Civil Code Section 1542 and each assumes all risks of claims, known or unknown, heretofore or hereafter, arising from this waiver.

b. **Indemnity:** Contractor and Sub-Contractor shall indemnify, hold harmless and defend City, its boards and commissions, and all of its officers, agents, members, employees, authorized representatives, assignees and transferees from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and/or liabilities that may be asserted against the City by any other third party, for any and all services, labor, materials, supplies and/or equipment used, or contemplated, to be used in the performance of work under the Third-Party Beneficiary Contract.

3. **Release of Restriction on Use:** Contractor and Sub-Contractor each expressly authorizes the City to copy, use, grant access to, and/or share with any future City CMS vendor any and all CMS screenshots, requirements, and/or requirements-related documents developed to date, pursuant to Section 5.b. of the Third-Party Beneficiary Contract.

REPRESENTATIONS

4. **No Assignment:** Each Party represents that it has not assigned or transferred, or agreed to assign or transfer, or attempted to assign or transfer, to any third party or entity (including without limitation any insurer) any interest in the matters being settled herein.

5. **Entire Termination Document:** Each Party acknowledges that this Termination Document contains and constitutes the entire agreement between the Parties regarding termination of the Third-Party Beneficiary Contract.

6. **Headings:** The terms of this Termination Document are contractual and not a mere recital. The headings are for convenience only and do not limit or alter the described paragraphs in any manner.

7. **Representation by Counsel:** Each Party affirms and acknowledges that it has read and fully appreciates and understands the words, terms, conditions and provisions of this Termination Document, is fully and entirely satisfied with the same, has been represented by legal counsel of its choice in the negotiation, preparation and execution of this Termination Document, has conferred with its counsel prior to the execution of this Termination Document and has executed this Termination Document voluntarily and of its own free will and act. Each of the Parties, by its execution of this Termination Document, further represents that it has reviewed each term of this Termination Document with its legal counsel, and that hereafter shall not deny the validity of this Termination Document on the ground that it did not have full and adequate legal counsel.

8. **No Admission of Liability:** No aspect of this Termination Document or the settlement which led to it is intended to be nor at any time shall be construed, deemed, or treated in any respect as an admission by any of the Parties of liability for any purpose.

9. **Severability:** If any of the provisions of this Termination Document or the application thereof is held to be invalid, its invalidity shall not affect any other provision or application of this Termination Document to the extent that such other provision or application can be given effect without the invalid provision or application, and to this end, the provisions of this Termination Document are declared and understood to be severable.

10. **Attorneys's Fees and Costs:** Each Party shall bear its own legal expenses and costs incurred in connection with this Termination Document.

11. **Fully Negotiated:** Each Party represents and warrants that this Termination Document and the settlement which led to it have been fully negotiated with the assistance of counsel and should not be construed more strictly against one party than another.

12. **Authority to Execute and Bind:** Each Party represents and warrants that each of the persons executing this Termination Document on its behalf has full and complete legal authority to do so and thereby bind the Party on behalf of which this Termination Document is executed.

13. **Choice of Law:** This Termination Document shall be construed and enforced in accordance with the laws of the State of California.

14. **Counterparts:** This Termination Document may be signed in counterparts. Emailed signatures shall be deemed to be original signatures.

IT IS SO AGREED:

July May 7, 2015

CITY AND COUNTY OF SAN FRANCISCO

By:

Its:

Karen L. Fletcher

Karen Fletcher, Chief Administrative Probation Officer

July May 1, 2015

NORTHPOINTE, INC.

By:

Its:

[Signature]

General Manager

May 31, 2015

HOMELAND JUSTICE SYSTEMS, INC.

By:

Its:

[Signature]

CEO

Approved as to Form

May 31, 2015

July 8, 2015

CITY AND COUNTY OF SAN FRANCISCO

By:

LOUISE S. SIMPSON

Deputy City Attorney

Attorneys for CITY AND COUNTY OF SAN FRANCISCO

July 1
~~May~~ __, 2015

TRAPEZE SOFTWARE GROUP INC.

By: _____

SANDRA MCFARLAND
Senior Counsel,
Attorneys for Northpointe, Inc.

May __, 2015

By: _____

Counsel,
Attorneys for Homeland Justice Systems, Inc.

END OF DOCUMENT

Fudym, Bella (ADP)

From: Fudym, Bella (ADP)
Sent: Monday, July 06, 2015 2:30 PM
To: 'jatalla@HomelandJustice.com'
Cc: Jackson, Sharon (ADP); Simpson, Louise (CAT) (louise.simpson@sfgov.org)
Subject: Termination Document

Hi Joe,

Today, I received the hard-copy with your original signature on the Termination Document for the Third Party Beneficiary Agreement.

However, this document does not include an approval by counsel on your behalf.

This confirms the City's understanding that Homeland Justice Systems (HJS) is not represented by counsel, and therefore that no legal counsel will be approving the Termination Document on HJS' behalf.

Nonetheless, by executing the agreement, you acknowledge your full understanding and agreement to all of the terms and conditions of the Termination Document.

If this is incorrect please advise immediately.

Thank you very much for your cooperation and consideration in this regard.

Bella

Bella Fudym

IT Project Director
Adult Probation Department
City & County of San Francisco

415-558-2421 (office)
bella.fudym@sfgov.org

Hall of Justice
850 Bryant St., Room 200
San Francisco, CA 94103

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

[Settlement of Unlitigated Claim - Northpointe, Inc. - City to Receive \$1,232,101 in Services]

Resolution approving settlement of the unlitigated claim in favor of the City and County of San Francisco against Northpointe, Inc., for delivery of approximately \$1,232,101 in deliverables under the parties' existing Software License and Services Agreement, and an amendment and extension of that agreement.

WHEREAS, in March 2011, the City and software developer Northpointe, Inc., ("Northpointe") entered into a Software License and Services Agreement ("Prime Contract Agreement"), under which Northpointe agreed to develop and deliver a Case Management System ("CMS") to the City for use by the Adult Probation Department ("APD"); and

WHEREAS, Between March 2011 and June 2015, Northpointe attempted, but failed to deliver a CMS to the City; and

WHEREAS, Northpointe has agreed to the settlement of this matter, on the following terms:

- (a) The parties will amend the Prime Contract Agreement to delete the CMS, including all related terms and work, in its entirety, from the Prime Contract Agreement;
- (b) The parties will amend the Prime Contract Agreement to add delivery by Northpointe to the City of Alternative Deliverables, valued at \$1,232,101, and to extend the term by five years from the effective date of the Amendment;
- (c) Northpointe and its CMS Subcontractor will provide an express written waiver and release of all claims against the City; and
- (d) Northpointe and its CMS Subcontractor will provide written authorization for the City to copy, use, grant access to, and/or share with any future City CMS vendor

any and all CMS screenshots, requirements, and/or requirements-related documents developed to date; and

WHEREAS, Northpointe and the City agree that each should bear its own costs and fees; and

WHEREAS, APD recommends the settlement; now, therefore, be it

RESOLVED, That pursuant to Administrative Code, Section 10.24, the Board of Supervisors hereby authorizes the City Attorney to settle and compromise the claim by the City against Northpointe, Inc., as described herein.

1 APPROVED:

2 DENNIS J. HERRERA
3 City Attorney

4 Elaine O'Neil
5 ELAINE O'NEIL
6 Deputy City Attorney
7 Construction and Public Contracting Team
8 Leader

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City Attorney
BOARD OF SUPERVISORS

RECOMMENDED:

SAN FRANCISCO ADULT PROBATION
DEPARTMENT

Karen L. Fletcher
KAREN L. FLETCHER
Chief Adult Probation Officer
CITY AND COUNTY OF SAN FRANCISCO

Page 3



City and County of San Francisco

Tails

Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 150636

Date Passed: July 21, 2015

Resolution approving settlement of the unlitigated claim in favor of the City and County of San Francisco against Northpointe, Inc., for delivery of approximately \$1,232,101 in deliverables under the parties' existing Software License and Services Agreement, and an amendment and extension of that agreement.

July 09, 2015 Government Audit and Oversight Committee - RECOMMENDED..

July 21, 2015 Board of Supervisors - ADOPTED

Ayes: 10 - Avalos, Breed, Christensen, Cohen, Farrell, Kim, Mar, Tang, Wiener
and Yee
Excused: 1 - Campos

File No. 150636

I hereby certify that the foregoing
Resolution was ADOPTED on 7/21/2015 by
the Board of Supervisors of the City and
County of San Francisco.

Angela Calvillo
Angela Calvillo
Clerk of the Board

[Signature]
Mayor

7/30/15
Date Approved

Attachment A
Dave Wells email dated 2/24/2015



Attachment A – List of reports from Dave Wells email dated 2/24/2015

Ad Hoc Standard Reports Risk/Needs/Case Planning Modules

Statistical Report: Useful in determining the percentage of high risk offenders with drug problems who are amenable to treatment.

Report Summary		Create	Actions
Name:	High Risk, High Substance Abuse Need, Motivated for Drug Treatment?	Type:	Statistical Summary
Created:	12/22/2014 1:50 PM	Modified:	
Elements:	Assessments		
Description:	Useful in determining the percentage of high risk offenders with drug problems who are amenable to treatment.		

Conditions		Create	Actions
Condition			Delete
Core Overall Risk Scores General Recidivism Risk Score Equal To High			
And (Core Criminogenic Need Scores Substance Abuse Score Equal To Highly Probable)			

Content		Actions
Content		Delete
Core Substance Abuse Assessment Answers: CC WANT RX D		

Roster Report: Useful for triage in making drug treatment referrals.

Report Summary		Create	Actions
Name:	High Risk, High Substance Abuse Need and Motivated for Drug Treatment	Type:	Roster
Created:	12/22/2014 1:35 PM	Modified:	
Elements:	Person Summary, Assessments		
Description:	Useful for triage in substance abuse treatment referral.		

Conditions		Create	Actions
Condition			Delete
Core Overall Risk Scores General Recidivism Risk Score Equal To High			
And (Core Criminogenic Need Scores Substance Abuse Score Equal To Highly Probable)			
And (Core Substance Abuse Assessment Answers Do you think you would benefit from getting treatment for drugs? Equal To Yes)			

Content		Actions
Content		Delete
Offenders: Last Name		
Offenders: First Name		
Offenders: Date Created		

Attachment A – List of reports from Dave Wells email dated 2/24/2015

Statistical Report: Useful in determining the percentage of high risk offenders with substance abuse problems who are amenable to alcohol treatment.

Report Summary		Create	Actions
Name:	High Risk, High Substance Abuse Need, Motivated for Alcohol Treatment?	Type:	Statistical Summary
Created:	12/22/2014 1:57 PM	Modified:	
Elements:	Assessments		
Description:	Useful in determining the percentage of high risk offenders with substance abuse problems who are amenable to alcohol treatment.		
Conditions		Create	Actions
Condition			
Core Overall Risk Scores General Recidivism Risk Score Equal To High			
And (Core Criminogenic Need Scores Substance Abuse Score Equal To Highly Probable)			
Content		Actions	
Content			
Core Substance Abuse Assessment Answers: CC WANT RX A			

Roster Report:

Useful for triage in referrals to high-intensity alcohol treatment.

Report Summary		Create	Actions
Name:	High Risk, High Substance Abuse Need and Motivated for Alcohol Treatment	Type:	Roster
Created:	12/22/2014 1:43 PM	Modified:	
Elements:	Person Summary, Assessments		
Description:	Useful for triage in referrals to high-intensity alcohol treatment.		
Conditions		Create	Actions
Condition			
Core Overall Risk Scores General Recidivism Risk Score Equal To High			
And (Core Criminogenic Need Scores Substance Abuse Score Equal To Highly Probable)			
And (Core Substance Abuse Assessment Answers Do you think you would benefit from getting treatment for alcohol? Equal To Yes)			
Content		Actions	
Content			
Offenders: Last Name			
Offenders: First Name			
Offenders: Date Created			

Statistical Report: Useful in understanding the degree to which dual diagnosis treatment is required

Report Summary		Create	Actions
Name:	Percentage of Substance Abusers with a Mental Health Issue	Type:	Statistical Summary
Created:	12/22/2014 2:27 PM	Modified:	
Elements:	Assessments, Screenings		
Description:	Useful in understanding the degree to which dual diagnosis treatment is required.		
Conditions		Create	Actions
Condition			
Core Criminogenic Need Scores Substance Abuse Score Equal To Highly Probable			
Content		Actions	
Content			
Correctional Mental Health Screenings: Correctional Mental Health Score			

Attachment A – List of reports from Dave Wells email dated 2/24/2015

Roster Report: Useful in identifying offenders in need of dual diagnosis services

Report Summary Create Actions			
Name:	Dual Diagnosis: Drug and Mental Health Issues	Type:	Roster
Created:	12/22/2014 2:18 PM	Modified:	12/22/2014 2:19 PM
Elements:	Person Summary, Assessments, Screenings		
Description:	Useful in identifying offenders in need of dual diagnosis services		

Conditions Create Actions	
Condition	
Correctional Mental Health Screenings Correctional Mental Health Score Equal To Refer for further Mental Health Evaluation	Delete
And (Core Criminogenic Need Scores Substance Abuse Score Equal To Highly Probable)	Delete

Content Actions	
Content	
Offenders: Last Name	Delete
Offenders: First Name	Delete

Statistical Report: Useful in determining capacity to treat a high risk population with cognitive treatment needs.

Report Summary Create Actions			
Name:	Percentage of High Risk Offenders with Cognitive Treatment Needs	Type:	Statistical Summary
Created:	12/22/2014 2:38 PM	Modified:	12/22/2014 2:42 PM
Elements:	Assessments		
Description:	Useful in determining capacity to treat a high risk population with cognitive treatment needs.		

Conditions Create Actions	
Condition	
Core Overall Risk Scores General Recidivism Risk Score Equal To High	Delete

Content Actions	
Content	
Core Criminogenic Need Scores: Cognitive Behavioral Score	Delete

Roster Report: Useful in determining appropriate referrals to cognitive/behavioral treatment.

Report Summary Create Actions			
Name:	High Risk Offenders with a Cognitive Need.	Type:	Roster
Created:	12/22/2014 2:45 PM	Modified:	
Elements:	Person Summary, Assessments		
Description:	Useful in determining appropriate referrals to cognitive/behavioral treatment.		

Conditions Create Actions	
Condition	
Core Overall Risk Scores General Recidivism Risk Score Equal To High	Delete
And (Core Criminogenic Need Scores Cognitive Behavioral Score Equal To Highly Probable)	Delete

Attachment A – List of reports from Dave Wells email dated 2/24/2015

Statistical Report: Useful in determining the percentage of high risk offenders who also score high on the Static-99R.

Report Summary Create Actions			
Name:	High Risk, High Sex Offender Treatment Need	Type:	Statistical Summary
Created:	12/22/2014 2:52 PM	Modified:	12/22/2014 2:55 PM
Elements:	Assessments, Screenings		
Description:	Useful in determining the percentage of high risk offenders who also score high on the Static-99R.		

Conditions Create Actions	
Condition	Delete
Core Overall Risk Scores General Recidivism Risk Score Equal To High	

Content Actions	
Content	Delete
Static-99 R Screenings: Static-99 R Score	

Roster Report: Useful in identifying those offenders in greatest need of sex offender treatment.

Report Summary Create Actions			
Name:	High Risk/High Sex Offender Need	Type:	Roster
Created:	12/22/2014 2:57 PM	Modified:	
Elements:	Person Summary, Assessments, Screenings		
Description:	Useful in identifying those offenders in greatest need of sex offender treatment.		

Conditions Create Actions	
Condition	Delete
Core Overall Risk Scores General Recidivism Risk Score Equal To High	
And (Static-99R Screenings Static-99R Score Equal To High)	

Content Actions	
Content	Delete
Offenders: Last Name	
Offenders: Full Name	

Statistical Report: Useful in understanding treatment capacity needed for anger management programming.

Report Summary Create Actions			
Name:	Percentage of High Violent Risk Population in Need of Anger Management Intervention	Type:	Statistical Summary
Created:	12/22/2014 3:08 PM	Modified:	
Elements:	Assessments		
Description:	Useful in understanding treatment capacity needed for anger management programming.		

Conditions Create Actions	
Condition	Delete
Core Overall Risk Scores Violent Recidivism Risk Score Equal To High	

Content Actions	
Content	Delete
Core Criminogenic Need Scores: Anger Score	

Attachment A – List of reports from Dave Wells email dated 2/24/2015

Roster Report: Useful in identifying violence-prone individuals for anger management intervention.

Report Summary		Create	Actions
Name:	High Violence Risk Offenders in Need of Anger Management Intervention	Type:	Roster
Created:	12/22/2014 3:13 PM	Modified:	
Elements:	Person Summary, Assessments		
Description:			

Conditions		Create	Actions
Condition			Delete
Core Overall Risk Scores Violent Recidivism Risk Score Equal To High			
And (Core Criminogenic Need Scores Anger Score Equal To Highly Probable)			

Content		Actions
Content		Delete
Offenders: Last Name		
Offenders: First Name		

Statistical Report: Useful in determining the percentage of the population with housing insecurity/homelessness.

Report Summary		Create	Actions
Name:	Percentage of Population with Stable vs. Unstable Housing	Type:	Statistical Summary
Created:	12/23/2014 10:17 AM	Modified:	12/23/2014 10:21 AM
Elements:	Assessments		
Description:	Useful in determining the percentage of the population with housing insecurity/homelessness.		

Conditions		Create	Actions
No conditions found			

Content		Actions
Content		Delete
Core Residential Instability Assessment Answers: CC L DRIFT		

Roster Report: Useful in identifying those offenders without stable housing.

Report Summary		Create	Actions
Name:	Homeless Offenders	Type:	Roster
Created:	12/22/2014 3:18 PM	Modified:	12/22/2014 3:19 PM
Elements:	Person Summary, Assessments		
Description:	Useful in identifying those offender without stable housing.		

Conditions		Create	Actions
Condition			Delete
Core Residential Instability Assessment Answers Do you have a regular living situation an address where you usually stay and can be reached? Equal To No			

Content		Actions
Content		Delete
Offenders: Last Name		
Offenders: First Name		

Attachment A – List of reports from Dave Wells email dated 2/24/2015

Statistical Report: Useful in determining the percentage of offenders with limited or no recent job history.

Report Summary Create Actions			
Name:	Employment History Past 12 Months	Type:	Statistical Summary
Created:	12/23/2014 9:44 AM	Modified:	12/23/2014 9:47 AM
Elements:	Assessments		
Description:	Useful in determining the percentage of offenders with limited or no recent job history.		
Conditions Create Actions			
No conditions found			
Content Actions			
Content			
Core Vocational/ Education Assessment Answers: CC JOB LAST YEAR			

Roster Report: Useful in identifying those who are unemployed and have a recent history of unemployment.

Report Summary Create Actions			
Name:	Offender Population by Job History (Past 12 Months) and Current Employment Status	Type:	Roster
Created:	12/23/2014 9:50 AM	Modified:	12/23/2014 9:57 AM
Elements:	Person Summary, Assessments		
Description:	Useful in identifying those who are unemployed and have a recent history of unemployment.		
Conditions Create Actions			
No conditions found			
Content Actions			
Content			
Offenders: Last Name			
Offenders: First Name			
Core Vocational/ Education Assessment Answers: CC JOB LAST YEAR			
Core Vocational/ Education Assessment Answers: CC JOB			

Statistical Report: Useful for viewing offender population by educational attainment.

Report Summary Create Actions			
Name:	Offender Education Profile	Type:	Statistical Summary
Created:	12/23/2014 10:03 AM	Modified:	
Elements:	Assessments		
Description:	Useful for viewing offender population by educational attainment.		
Conditions Create Actions			
No conditions found			
Content Actions			
Content			
Core Vocational/ Education Assessment Answers: CC HIGHGRADE			

Attachment A – List of reports from Dave Wells email dated 2/24/2015

Roster Report: Useful in identifying those in need of educational services.

Report Summary Create Actions			
Name:	Population by Educational Level	Type:	Roster
Created:	12/23/2014 10:07 AM	Modified:	12/23/2014 10:08 AM
Elements:	Assessments, Person Summary		
Description:	Useful in identifying those in need of educational services.		
Conditions Create Actions			
No conditions found			
Content Actions			
Content			
Delete			
Offenders: Last Name			
Offenders: First Name			
Core Vocational/ Education Assessment Answers: CC HIGH SCHOOL			
Core Vocational/ Education Assessment Answers: CC HIGHGRADE			

Statistical Report: Useful for viewing the population by percentage of each supervision level recommended by the risk assessment.

Report Summary Create Actions			
Name:	Supervision Level Recommended by Risk Level	Type:	Statistical Summary
Created:	12/23/2014 10:48 AM	Modified:	12/23/2014 11:50 AM
Elements:	Assessments		
Description:	Useful for viewing the population by percentage of each supervision level recommended by the risk assessment.		
Conditions Create Actions			
No conditions found			
Content Actions			
Content			
Delete			
Assessments: Recommended Supervision Level			

Statistical Report: Useful for viewing the population by percentage of each supervision level approved.

Report Summary Create Actions			
Name:	Actual Supervision Level Approved	Type:	Statistical Summary
Created:	12/23/2014 11:24 AM	Modified:	12/23/2014 11:52 AM
Elements:	Assessments		
Description:	Useful for viewing the population by percentage of each supervision level approved.		
Conditions Create Actions			
No conditions found			
Content Actions			
Content			
Delete			
Assessments: Actual Supervision Level Override			

Attachment A – List of reports from Dave Wells email dated 2/24/2015

Statistical Report: Useful in comparing the supervision level recommended by the risk assessment with the actual supervision level approved.

Report Summary Create Actions			
Name:	Recommended Supervision Level vs. Actual Supervision Level	Type:	Statistical Summary
Created:	12/23/2014 11:39 AM	Modified:	12/23/2014 11:42 AM
Elements:	Assessments		
Description:	Useful in comparing the supervision level recommended by the risk assessment with the actual supervision level approved.		

Conditions Create Actions	
No conditions found	

Content Actions	
Content:	Delete
Assessments: Recommended Supervision Level	
Assessments: Actual Supervision Level Override	

Roster Report: Useful in identifying cases in which the supervision level was over-ridden, and the over-ride reason

Report Summary Create Actions			
Name:	Population by Assessment-Recommended, Officer-Recommended and Approved Supervision Level	Type:	Roster
Created:	12/23/2014 11:27 AM	Modified:	12/23/2014 11:27 AM
Elements:	Assessments, Person Summary		
Description:	Useful in identifying cases in which the supervision level was over-ridden, and the over-ride reason.		

Conditions Create Actions	
No conditions found	

Content Actions	
Content:	Delete
Offenders: Last Name	
Offenders: First Name	
Assessments: Screener Name	
Assessments: Case Number	
Assessments: Screening Date	
Assessments: Recommended Supervision Level	
Assessments: Screener Supervision Level Override	
Assessments: Screener Override Reason	
Assessments: Actual Supervision Level Override	
Assessments: Actual Override Reason	

Statistical Report: Useful in equitably distributing the workload.

Report Summary Create Actions			
Name:	Number and Percentage of Assessments Completed Per User	Type:	Statistical Summary
Created:	12/23/2014 12:30 PM	Modified:	12/23/2014 12:32 PM
Elements:	Assessments		
Description:	Useful in equitably distributing the workload.		

Conditions Create Actions	
No conditions found	

Content Actions	
Content:	Delete
Assessments: Screener Name	

Attachment A – List of reports from Dave Wells email dated 2/24/2015

Roster Report: Useful in determining the types of assessments each User is conducting per supervision level.

Report Summary Create Actions			
Name:	Assessments Completed Per User by Assessment Type and Supervision Level	Type:	Roster
Created:	12/23/2014 12:39 PM	Modified:	12/23/2014 1:33 PM
Elements:	Assessments		
Description:	Useful in determining the types of assessments each User is conducting per supervision level.		
Conditions Create Actions			
No conditions found			
Content Actions			
Content			
Assessments: Screener Name			Delete
Assessments: Scale Set			
Assessments: Date Created			
Assessments: Recommended Supervision Level			
Assessments: Actual Supervision Level Override			

Statistical Reports: Helpful in gaining a better understanding as to why assessments go without being completed/calculated.

Report Summary Create Actions			
Name:	Incomplete Assessments by Non-Completion Reason	Type:	Statistical Summary
Created:	12/23/2014 12:46 PM	Modified:	12/23/2014 12:47 PM
Elements:	Assessments		
Description:	Helpful in gaining a better understanding as to why assessments go without being completed/calculated.		
Conditions Create Actions			
No conditions found			
Content Actions			
Content			
Assessments: Non- Complete Reason			Delete

Attachment A – List of reports from Dave Wells email dated 2/24/2015

Roster Report: Useful in identifying individuals for which the assessment is incomplete, by user and reason for the incomplete assessment.

Report Summary		Create	Actions
Name:	Roster of Incomplete Assessments, by User, with Non-completion Reason		Type: Roster
Created:	12/23/2014 12:54 PM	Modified:	12/23/2014 12:55 PM
Elements:	Person Summary, Assessments		
Description:	Useful in identifying individuals for which the assessment is incomplete, by user and reason for the incomplete assessment.		

Conditions		Create	Actions
No conditions found			

Content		Actions
Content		Delete
Offenders: Last Name		
Offenders: First Name		
Assessments: Screener Name		
Assessments: Screening Date		
Assessments: Scale Set		
Assessments: Status		
Assessments: Non- Complete Reason		

Statistical Report: Useful in informing treatment plans per type.

Report Summary		Create	Actions
Name:	Full Core Assessments by Typology Assignment		Type: Statistical Summary
Created:	12/23/2014 1:08 PM	Modified:	12/23/2014 1:10 PM
Elements:	Assessments		
Description:	Useful in informing treatment plans per type.		

Conditions		Create	Actions
No conditions found			

Content		Actions
Content		Delete
Assessments: Typology Score Class		

Roster Report: Useful in assigning offenders to treatment informed by their Typology assignment.

Report Summary		Create	Actions
Name:	Typology Assignment Per Offender		Type: Roster
Created:	12/23/2014 1:14 PM	Modified:	
Elements:	Person Summary, Assessments		
Description:	Useful in assigning offenders to treatment informed by their Typology assignment.		

Conditions		Create	Actions
No conditions found			

Content		Actions
Content		Delete
Offenders: Last Name		
Offenders: First Name		
Assessments: Typology Score Class		

Attachment A – List of reports from Dave Wells email dated 2/24/2015

Roster Report: Useful in identifying cases in which an assessment was completed but no case plan written, by supervision level.

Report Summary Create Actions

Name:

Assessment Completed but No Case Plan, per Supervision Level

Type:

Roster

Created:

12/23/2014 1:27 PM

Modified:

Elements:

Person Summary, Assessments, Case Planning

Description:

Useful in identifying cases in which an assessment was completed but no case plan written, by supervision level.

Conditions Create Actions

No conditions found

Content Actions

Content

Delete

Offenders: Last Name

Offenders: Full Name

Assessments: Status

Case Plan Master: Date Created

Assessments: Recommended Supervision Level

Assessments: Actual Override Reason

Statistical Report: Useful in gauging the success rate in addressing need areas in case planning.

Report Summary Create Actions

Name:

Case Plan Needs Successfully Addressed

Type:

Statistical Summary

Created:

12/23/2014 1:45 PM

Modified:

12/23/2014 1:48 PM

Elements:

Case Planning

Description:

Useful in gauging the success rate in addressing need areas in case planning.

Conditions Create Actions

No conditions found

Content Actions

Content

Delete

Case Plan Need: Need Addressed

Roster Report: Useful in creating waiting lists for treatment services by risk and need scores.

Report Summary Create Actions

Name:

Need Areas per Offender

Type:

Roster

Created:

12/23/2014 1:51 PM

Modified:

12/23/2014 1:55 PM

Elements:

Person Summary, Case Planning, Assessments

Description:

Useful in creating waiting lists for treatment services by risk and need scores.

Conditions Create Actions

No conditions found

Content Actions

Content

Delete

Offenders: Last Name

Offenders: Full Name

Case Plan Need: Need Name

Case Plan Need: Score Text

Core Overall Risk Scores: General Recidivism Risk Score

Attachment A – List of reports from Dave Wells email dated 2/24/2015

Statistical Report: Useful in gaining a better understanding of the primary need areas being addressed most often in case planning.

Report Summary Create Actions			
Name:	Most Common Need Areas Addressed in Case Planning	Type:	Statistical Summary
Created:	12/23/2014 2:03 PM	Modified:	12/23/2014 2:06 PM
Elements:	Case Planning		
Description:	Useful in gaining a better understanding of the primary need areas being addressed most often in case planning.		
Conditions Create Actions			
No conditions found			
Content Actions			
Content			
Case Plan Need: Need Name			

Statistical Report: Useful in tracking the frequency with which specific default goal language is used in case planning.

Report Summary Create Actions			
Name:	Most Common Goals Used in Case Planning	Type:	Statistical Summary
Created:	12/23/2014 2:11 PM	Modified:	
Elements:	Case Planning		
Description:	Useful in tracking the frequency with which specific default goal language is used in case planning.		
Conditions Create Actions			
No conditions found			
Content Actions			
Content			
Case Plan Goal: Goal Text			

Roster Report: Useful for quick audits of case planning quality.

Report Summary Create Actions			
Name:	Goal and Task Language in each Offender's Case Plan, per Risk and Need Level.	Type:	Roster
Created:	12/23/2014 2:17 PM	Modified:	12/23/2014 2:20 PM
Elements:	Person Summary, Assessments, Case Planning		
Description:	Useful for quick audits of case planning quality.		
Conditions Create Actions			
No conditions found			
Content Actions			
Content			
Offenders: Last Name			
Offenders: First Name			
Core Overall Risk Scores: General Recidivism Risk Score			
Case Plan Need: Need Name			
Case Plan Need: Score Text			
Case Plan Goal: Goal Text			
Case Plan Task: Task Text			

Attachment A – List of reports from Dave Wells email dated 2/24/2015

Statistical Report: Useful in gaining an overall view of how often case planning tasks are completed successfully, and the primary reasons for failure to successfully complete tasks.

Report Summary Create Actions			
Name:	Case Plan Task Outcomes	Type:	Statistical Summary
Created:	12/23/2014 2:22 PM	Modified:	12/23/2014 2:28 PM
Elements:	Case Planning		
Description:	Useful in gaining an overall view of how often case planning tasks are completed successfully, and the primary reasons for failure to successfully complete tasks.		
Conditions Create Actions			
No conditions found			
Content Actions			
Content			
Case Plan Task: Completion Code			

Roster Report: Useful in determining the frequency with which case plans are updated, per User.

Report Summary Create Actions			
Name:	Case Plans Updated	Type:	Roster
Created:	12/23/2014 2:51 PM	Modified:	12/23/2014 2:52 PM
Elements:	Case Planning		
Description:	Useful in determining the frequency with which case plans are updated, per User.		
Conditions Create Actions			
No conditions found			
Content Actions			
Content			
Case Plan Master: Created By			
Case Plan Master: Date Created			
Case Plan Master: Updated By			
Case Plan Master: Date Updated			

Statistical Report: Useful in identifying and addressing common triggers.

Report Summary Create Actions			
Name:	Common Triggers Per Need Area	Type:	Statistical Summary
Created:	12/23/2014 2:55 PM	Modified:	
Elements:	Case Planning		
Description:	Useful in identifying and addressing common triggers.		
Conditions Create Actions			
No conditions found			
Content Actions			
Content			
Goal Triggers: Goal Trigger			
Case Plan Need: Need Name			

Appendix B.2

Calculation of Charges

Contractor understands and agrees that no payment is due for the Alternative Deliverables detailed in Appendix A.1 and Attachment 1 thereto.

Contractor further understands and agrees that the City may request additional Deliverables by further amendment as mutually agreed.