Routing the FY14 Northpointe COMPAS Services Agreement. Our annual contract for License and Maintenance ($731,000) has already been renewed. This agreement outlines the additional services requested of Northpointe. Services consist of consulting, project management, and software development. In addition to the agreement, the Elaborated Statement of Work from Northpointe is attached.

Other Instructions: (Attach comment, mailing instructions and issues if warranted.)
FISCAL YEAR 2014 COMPAS SERVICES AGREEMENT

Contract Number: C2015

Contract Period: The Agreement shall commence and be effective as of the date when all parties hereto have affixed their respective signatures below and shall continue in effect until June 30, 2014.

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

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

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

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

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

Exhibit A: WI DOC / Northpointe Professional Services Budget FY 2014

NOW, THEREFORE, the parties agree as follows:

1. FEES AND PAYMENT SCHEDULE

1.1 Fees. The AGENCY will pay Northpointe the services fees set forth on Exhibit A (WI DOC / Northpointe Professional Services Budget FY 2014)
1.2 Payment. Unless otherwise expressly provided in this Agreement, the AGENCY agrees to pay Northpointe within thirty (30) calendar days after the date of any invoice from Northpointe. Fees for Services will be billed as set forth on Exhibit A.

1.3 All payments will be sent to:

Northpointe Institute for Public Management
PO Box 203288
Dallas, TX 75320-3288

IN WITNESS WHEREOF, the Northpointe designated agent whose signature appears below, hereby warrants that he has been authorized to execute this Agreement on behalf of Northpointe and hereby accepts and binds Northpointe to the terms and conditions of this Agreement on this 16 day of 7, 2013.

Northpointe, Inc.

By: ________________________________
Title: ________________________________
Date: 9/16/13

Department of Corrections on behalf of the State of Wisconsin

By: ________________________________
Title: ________________________________
Date: ________________________________
# Exhibit A

## COMPAS FY14 Services

*WI DOC / Northpointe Initial Professional Services Budget FY 2014*

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*The actual amount of services utilized will vary and be invoiced to WIDOC upon completion of service. WIDOC reserves the right to adjust units of service based on funding availability and need. Service delivery shall not commence until approval of WIDOC contract manager.*
Statement of Work

Wisconsin Department of Corrections
FY 2014 Services

September 20, 2013
STATEMENT OF WORK

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Travel Expenses
Project Pricing

Section 3
Assumptions

Execution
SECTION 1: Introduction

Northpointe is pleased to partner with the Wisconsin Department of Corrections (Agency). This Statement of Work (SOW) identifies the tasks required to implement the contracted services for Fiscal Year 2014 as outlined within the Pricing Proposal and Northpointe’s understanding of the requirements. This project is scheduled for July 1, 2013 – June 30, 2014.

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

As determined appropriate by the software and services purchased, Northpointe will assign its project team to include subject matter expertise in policy consulting, technical consulting, training, and project management to ensure a high quality of delivery.
SECTION 2: Work Breakdown Structures

WBS 1.0 Project Management

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

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

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

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

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

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

Change Management Process

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

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

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

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

**Deliverables for Project Management Services**
- 36 hours of Project Management [3 hours per month]

**WBS 2.0 Professional Services - Consulting**

Consistent with the services outlined in the Pricing Proposal, Northpointe will provide on-site consulting to fully inform the Agency’s use and effective implementation of the Northpointe Suite Software from the perspectives of policy, practice, science and technology. The purpose is to continue to align decision making practices with the technology and inform those decisions with the best information available in order to meet the Agency’s goals.

**Deliverables for Consulting**
- One General Consulting 2-Day session, on-site

**WBS 3.0 Software Development - Customizations**

Northpointe will work with the Agency to define all requested software customizations and work with the agency to finalize the design and functional requirements.

All time spent in defining, designing, developing, testing and implementing software customizations will be tracked and billed to the Agency on a time and materials basis. Hours will not exceed 220 for the fiscal year as defined on the Price Proposal.

**Deliverable for Software Development - Customizations**
- Up to 220 hours total of customization work including design/development/QA/implementation tasks

**3.1 Milwaukee JICS Conversion**

This development project involves converting the desktop JICS Jail Classification software currently in use at the Milwaukee Secure Detention Facility (MSDF) to the web-based COMPAS Classification software built into the COMPAS 8 software suite currently in use by the Agency.

Current inmate data will be scheduled for conversion to the COMPAS Classification application; historical data is not included in the scope for this project.
The COMPAS Classification module will be activated on the Wisconsin DOC production site for the Milwaukee Jail use only.

Project includes:
- Data conversion of current inmates
- 8 hours of user training on software mechanics
- 4 hours of software configuration support

Deliverables for Milwaukee JICS Conversion
- JICS Desktop data conversion to COMPAS Classification software

3.2 JSOAP Enhancements
This software development project includes modifying the scoring rules of the JSOAP-II juvenile sex offender assessment tool that exists in the current COMPAS production site. The primary change involves breaking the tool into four key areas which can be scored independently of one another. Each scale will be active (to be completed) or inactive (not to be completed) on the basis of COMPAS user responses to specific questions pertaining to the scale.

Project includes:
- JSOAP tool development changes with four primary sections defined
- Testing of JSOAP scoring rules
- Implementation to the Agency UAT environment

Deliverables for JSOAP Enhancements
- Modified JSOAP tool within COMPAS Suite software

WBS 4.0 Research
Risk Scale Norm Study
Once a statistically viable number of COMPAS assessments have been completed for each of the three WI DOC sub-population the norm studies will assess the scale cutting points for the General Recidivism Risk and Violent Recidivism Risk scales in the Core and Reentry COMPAS applications in use by the Agency.

Northpointe’s research staff will compare the distributions of the General Recidivism Risk and Violent Recidivism Risk scales in the Agency’s study samples with the distributions of the COMPAS risk scales in the national Core Composite and Reentry Norm groups. The study results will indicate whether any changes to the current national COMPAS cut points for the Core or Reentry COMPAS application are appropriate in the Agency’s COMPAS without any adverse consequences.

Deliverables for Research
- 1 Reentry DAI Norm Study
- 1 Core DAI Norm Study
- 1 Core DCC Norm Study
- All research is performed remotely; Northpointe estimates 60 hours per study.
Travel Expenses

All Northpointe travel expenses have been quoted with individual service delivery tasks per the Price Proposal. No additional travel expenses will be billed to the Agency without prior approval.

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

Pricing Summary

The following table summarizes the Professional Services expenses pricing for this engagement.

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<td></td>
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</tr>
</tbody>
</table>

1. Except as modified by this Statement of Work, the Professional Services are governed by the active Professional Services agreement with the Agency.

2. All pricing excludes applicable taxes, which are the responsibility of the Agency.

3. If project is cancelled prior to completion, all effort and travel-related costs expended through the date of cancellation will be due and payable.
SECTION 3: Assumptions

General Assumptions

1. These services are priced on a **fixed price** basis unless noted otherwise within the Project Pricing. Northpointe will invoice monthly in arrears for services delivered, which may be less than or greater than those estimates.

2. Northpointe’s implementation estimates do not include installation and/or configuration of any computer hardware and peripheral equipment housed within the user’s environment. The end user will be responsible for installing and configuring computer hardware and peripheral equipment.

3. Agency will purchase all hardware and software required for implementation based upon Northpointe’s ‘Minimum Client Requirements’, including any and all hardware and software needed for client machines.

4. Agency will have all of the necessary and appropriate personnel at all of the meetings for the purpose of defining and approving the requirements of the project.

5. Agency is responsible for TCP/IP connectivity from all client workstations to the necessary servers.

6. Agency will appoint a single point of contact for the duration of the project. This person should have project management responsibilities and decision-making authority for the Agency. This person will be the primary point of contact for Northpointe’s Project Manager.

7. Agency will make appropriate technical resources available to Northpointe, including but not limited to database administrators, application developers, network administrators and end users as needed.

8. Northpointe will provide on-site training to Agency in a classroom environment suitable for training. Agency will be responsible for providing and preparing the training facility to include a computer terminal with internet access for each participant and the presenter; a projector and screen, flip charts and a white board.

9. The training noted in the Scope of Work does NOT certify participants as trainers unless explicitly noted in the SOW. Northpointe is the only entity that can certify trainers to train others.

10. Training will be provided on consecutive days; training sessions assume back to back trainings to minimize travel days. Should the Agency request that training be provided on non consecutive days, the Estimated Travel Cost, for labor and travel expenses, may exceed the estimate provided.

11. A training day is eight (8) hours or less training provided on a single day. Unless expressly stated all training will be provided during normal business hours (8 am to 5 pm local time).

12. This Statement of Work includes specific project parameters related to software customizations, interfaces, training and implementation. For additional services or customizations not included within the Statement of Work, Northpointe will provide additional scope statements with work/budget estimates for any other required work elements.

13. Agency and Northpointe will agree on scope, services, payment terms, and deliverables for all services prior to the Notice to Proceed.

14. This Statement of Work does not include any costs associated with 3rd party vendors or software that may be needed to complete the implementation of the work described herein.

15. Agency is responsible for all manual data entry and/or data scrubbing related to production data sets that are prohibited from being released to Northpointe technical resources.
16. In the event production data is not released to Northpointe for any and all Data Conversion projects, the Agency will assume all additional costs related to special handling needs for the technical staff. This includes any and all travel costs incurred for onsite data conversion tasks.

17. This Statement of Work is valid for 120 days.

Project Management and Risk Factor Assumptions

18. The Agency project manager will be responsible for obtaining all required authorizations, approvals and/or signoffs by Agency related to project deliverables and project progression in a timeframe that is in alignment with the Project Schedule. Delays to this process, as well as any Agency tasks not completed within the Project Schedule timeframe, may be subject to the Change Order Management process. Delays will adversely impact targeted deadlines, and may include increased project fees required to maintain baseline Project Schedule activities.

19. Any scheduled Northpointe resource that is unable to proceed with assigned tasks due to a Agency initiated delay (ie. Lack of approvals, failure to deliver required elements such as data, design schemas, etc) may be reassigned to other work within the Northpointe queue. Northpointe will not provide unlimited resource availability for projects that are not progressing according to the agreed upon Project Schedule. If Northpointe resources are reassigned to other projects, the Agency project will be placed on hold until additional resources become available.

20. Agency is fully responsible for all integration efforts not described within this Statement of Work.

21. The Project Schedule is dependent on the Agency’s input and is contingent upon the timely attainment of external milestones that are outside the control of Northpointe.

22. If Agency approvals are delayed for more than 10 business days for no clearly defined reason, Northpointe will consider the project on hold and will invoice for services rendered to that time.

Infrastructure Assumptions

23. Agency will provide a project work area and infrastructure at the centralized implementation location appropriate for the size of the combined Agency/Northpointe project team. This infrastructure should include desks, chairs, telephones, and workstations with network access to printers and to the Northpointe applications and implementation databases.

24. Access to all working environments must be made available to the project team throughout the project, including technical test, production and any additional UAT application environments.

25. System, server, and workstation backups are the responsibility of the Agency. This includes the development and execution of the system backups and recovery programs.

26. Agency personnel assume the responsibility for applying software patches to all functional servers and client hardware.

27. Acquisition, installation, testing, support, and tuning of any additional required application software, hardware, DBMS, other software, peripherals and communications infrastructure will be the responsibility of Agency.

28. Agency will be responsible for deploying access to the system and for providing all supporting software, hardware, and connectivity for the servers.

29. The following information technology services are not included in this Statement of Work: network connections; telecommunications network(s); operating system, network and database.
administration; disaster recovery planning; the acquisition, installation, testing and tuning of any required hardware, operating software, peripherals and communications infrastructure.

Execution

Agency's Representative:

Name (print): 

Position:

Signature:

Date:

Contractor's Representative:

Name (print): DAVE WEIS

Position: GENERAL MANAGER

Signature:

Date: 9/23/13
Certificate of Completion

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- Certificate Pages: 5
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Initials: 0

Envelope Originator:
- DocuSign Administrator
- 3099 East Washington Ave.
- Madison, WI 53707
- docdocusign@wi.gov
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Scott Butcher
scott.butcher@wisconsin.gov
Purchasing Agent

Roland Couey
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Cynda Solberg
cynda.solberg@wisconsin.gov
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Consumer Disclosure:
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Terri Rees
Terri.ReeS@WI goV
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| Consumer Disclosure | |
|---------------------| |

epic.org/algorithmic-transparency/crim-justice/
CONSUMER DISCLOSURE
From time to time, Wisconsin Department of Corrections (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the Â“I agreeÂ” button at the bottom of this document.

Getting paper copies
At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.25 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent
If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind
If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign Â“Withdraw ConsentÂ” form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically
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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: DOCPurchasingHelpdesk@wi.gov

To advise Wisconsin Department of Corrections of your new e-mail address
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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:
  i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
  ii. send us an e-mail to DOCPurchasingHelpdesk@wi.gov and in the body of such request you must state your e-mail address, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

** Required hardware and software **

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

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

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

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