Title: Northpointe COMPAS Software
Purchasing Tracking #: 410800-M13-RLH2015-RFP-01
Procurement Type: RFP
Type of document: Contract
Is this a renewal? Yes ☑ No ☐
Annual Amount of contract: 920,707.00
Total Amount of contract: 1,765,334.00
Contract Term Dates: 07/01/2015 - 06/30/2017
Contract Term with all extensions: Remaining 2 years of contract
Is this Intergovernmental? Yes ☑ No ☐

DOCUMENT SUMMARY

Renewal of contract with Northpointe for COMPAS Risk Assessment Software.
This renewal was started in 3/2015. Was delayed needing BTM review and OLC recommendations to add a BAA and interested party language changes.
FISCAL YEAR 2016 - 2017 COMPAS RENEWAL AGREEMENT

Contract Number:  410800-M13-RLH2015-RFP-01

Contract Period:  July 1, 2015 - June 30, 2017

This Agreement (the "Contract" or "Agreement") is made and entered into for the term set forth above by and between NORTHPOINTE, INC. a Delaware Corporation, herein referred to as "Northpointe, or "Licensor", having its principal place of business at 1764 Forest Ridge Drive, Suite A, 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 proprietary COMPAS System (hereafter "COMPAS" or "COMPAS System") to and for the AGENCY pursuant to the Contract Number C2015 between Northpointe and Agency effective July 13, 2010 ("Original Agreement");

WHEREAS, the purpose of this Agreement is to extend the term of the original master contract (C2015) for two years, beginning on July 1, 2015 and ending June 30, 2017 and add certain other services related to the COMPAS System, as further described and provided for in this Agreement.

This Renewal Agreement includes the following documents that are incorporated herein by reference and they form an integral part hereof.

- Original Agreement
- Exhibit A: WI DOC / Northpointe Renewal Budget FY 2016 – 2017
- Exhibit B: Statement of Work
- Exhibit C: Microsoft Azure Hosting Services

NOW, THEREFORE, the parties agree as follows:

1. Licenses. COMPAS licenses will be renewed pursuant to the terms within the Original Contract. Subject to the terms and conditions of the Original Contract and this Agreement, Northpointe will provide the AGENCY with Licenses, Maintenance and hosting as described on Exhibit A. The AGENCY will pay Northpointe the fees set forth on Exhibit A for all such Licenses, Maintenance and Hosting.

2. Services. Subject to the terms and conditions of this Agreement, Northpointe will provide the AGENCY with those services described on Exhibit B. The AGENCY will pay Northpointe the fees set forth on Exhibit A for any such Services. The AGENCY shall reserve the right to adjust units of service based on need. The actual amount of services utilized will vary and be invoiced to the AGENCY upon completion of service.
3. **Hosting.** Northpointe will provide the AGENCY with those hosting services described on Exhibit C. These services will replace the Hosting Services as defined in Original Agreement, Exhibit D, and page 18. As of July 1, 2015, Northpointe will construct and make available to the AGENCY the new Microsoft Azure Hosting Services; Northpointe will run the existing hosted environment (housed by LiquidWeb) and the new Microsoft Azure Hosting Services concurrently until August 31, 2015 to provide no disruption of service to the AGENCY.

4. **Fees and Payment.**
   a. **Fees.** The AGENCY will pay Northpointe the license and service fees set forth on *Exhibit A* (WI DOC / Northpointe Renewal Budget FY 2016 – 2017).

   b. **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 License, Maintenance and Hosting will be billed upon the execution of this Agreement as set forth on *Exhibit A*. Fees for Services will be billed as set forth on *Exhibit A*.

   c. All payments will be sent to:

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

IN WITNESS WHEREOF, the Northpointe designated agent whose signature appears below, hereby warrants that he/she has been authorized to execute this Agreement on behalf of Northpointe and hereby accepts and binds Northpointe to the terms and conditions of this Agreement as of the 1st day of July, 2015.

---

**NORTHPOINTE INC:**

Name: Brian Beattie  
Title: Chief Financial Officer  
Signature: __________________________  
Date: July 2, 2015

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

Name: Edward F. Wall  
Title: Secretary  
Signature: __________________________
## Exhibit A

**WI DOC / Northpointe Renewal Budget FY 2016 – 2017**

[Contract C2015]

<table>
<thead>
<tr>
<th>ANNUAL LICENSES, MAINTENANCE AND SUPPORT</th>
<th>Unit</th>
<th>Qty</th>
<th>Unit Price</th>
<th>7/1/15-6/30/16 Total</th>
<th>7/1/16-6/30/17 Total</th>
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</thead>
<tbody>
<tr>
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<td></td>
<td>$827,417</td>
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<table>
<thead>
<tr>
<th>PROFESSIONAL SERVICES - Time &amp; Materials</th>
<th>Hour</th>
<th>Qty</th>
<th>Unit Price</th>
<th>7/1/15-6/30/16 Total</th>
<th>7/1/16-6/30/17 Total</th>
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</thead>
<tbody>
<tr>
<td>Training Services</td>
<td></td>
<td>32</td>
<td>$170</td>
<td>$5,440</td>
<td>---</td>
</tr>
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<td></td>
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<td>Software Development Customizations</td>
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<td></td>
<td>60</td>
<td>$170</td>
<td>$10,200</td>
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</tr>
<tr>
<td>Technical Support Services</td>
<td></td>
<td>12</td>
<td>$170</td>
<td>$2,040</td>
<td>---</td>
</tr>
<tr>
<td><strong>Subtotal, Professional Services</strong></td>
<td></td>
<td></td>
<td></td>
<td>$91,290</td>
<td></td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>TRAVEL EXPENSES - PASS THROUGH</th>
<th>Trips</th>
<th>Qty</th>
<th>Unit Price</th>
<th>7/1/15-6/30/16 Total</th>
<th>7/1/16-6/30/17 Total</th>
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<tbody>
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<td>$2,000</td>
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<td></td>
<td>$2,000</td>
<td></td>
</tr>
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</table>

**Annual Totals:** $920,707 $844,627

**GRAND TOTAL** $1,765,334

Prices do not include any applicable taxes

### Notes

1. Intentionally Omitted
2. FY16 Services rate of $170 per hour will remain in effect through FY17 (7/1/16 - 6/30/17).
3. Payment for Annual License, Support and Maintenance and Hosting is due upon contract execution.
4. Payment term is net 30 days from invoice date.
5. Delays caused by client site or configuration issues may require rescheduling and/or Change Order for additional services and related travel costs.
6. Professional Services quoted are at a time and materials effort unless otherwise indicated. Actual effort, costs and expenses may be less than or greater than those estimated. Customer shall have no obligation to pay Northpointe more than the estimated price. Northpointe shall have no obligation to provide labor or incurred costs or expenses having a combined value more than the estimated price, even if the services have not been completed or the deliverables delivered, or the results expected by the customer have not been achieved. The parties may by mutual, written agreement increase the estimated price. Northpointe will invoice for Professional Services monthly in arrears based on actual services.
7. Northpointe assumes that the total hours listed within the proposal may be used for any of the estimated activities included. Quoted hours may be moved between tasks as necessary to complete service delivery.
8. Travel costs are estimates only; the actual travel costs may be greater than or less than the estimate provided. The customer is responsible for reimbursing Northpointe for all actual travel expenses incurred.
9. Customer will make available resources requested by Northpointe for assistance with and approval of project milestones & deliverables.
10. Customer is responsible for all required hardware, network and third party interfaces, software components and configuration.
11. Computer lab training services assume a maximum of fifteen students per class; Train the Trainer sessions will allow a maximum of ten participants, unless otherwise negotiated.
12. For the purposes of quotation Northpointe has assumed that some training will be provided on consecutive days. Should Customer request that training be provided on non consecutive days the Estimated Travel Cost, for labor and travel expenses, may exceed the estimate provided.
13. Unless expressly stated all training will be provided during normal business hours (8 am to 5 pm local time).
14. If project is cancelled prior to completion, all effort and travel-related costs expended through the date of cancellation will be due and payable.
15. Nothing in this Quote/Exhibit shall constitute a maximum or shall otherwise constrain an eventual quote, for some or all of its components.
16. Before work can be started, parties must agree on a Statement of Work and executed agreement providing for the terms and conditions.
Exhibit B: Northpointe Statement of Work
FY 2015-2016 Services

Statement of Work

Wisconsin Department of Corrections
FY 2016 Services

April 20, 2015
STATEMENT OF WORK

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WBS 3.0  Software Development Customizations 5
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Approval 10

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STATEMENT OF WORK

SECTION 1: Introduction

Northpointe is pleased to partner with the Wisconsin Department of Corrections (Agency). This Statement of Work (SOW) identifies the tasks required to implement the contracted services for Fiscal Year 2015 as outlined within the Pricing Proposal and Northpointe’s understanding of the requirements. This project is scheduled for July 1, 2015 – June 30, 2016.

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 staff 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.
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**
- 60 hours of Project Management [5 hours per month, delivered remotely].

**WBS 2.0 Training**

Northpointe will provide training services to the Agency based on the type of training needed during the fiscal year. Up to 32 service hours are reserved for training purposes; Northpointe will work with the Agency to define the training sessions needed in order to finalize a training approach. The training may include, but is not limited to, any of Northpointe’s existing training sessions defined, such as Basic software training, Ad Hoc software training, Basic Refresher training, Train the Trainer sessions, Train the Trainer Recertification sessions and Advanced Interpretation training.

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

The Northpointe training will:
- Provide standard electronic training materials to the Agency for distribution to each trainee.
- Be conducted either onsite or via WebEx (remotely) as requested by the Agency. Onsite training will be delivered in a computer lab provided by the Agency with each participant and the trainer having a computer terminal with internet access that can access the Northpointe Suite training site, should the training require individual participant computer access.
  - Up to 1 trip has been estimated by Northpointe to deliver onsite training services.
  - Additional trips will require a Change Control Request to allocate necessary travel expenses.

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

**Deliverables for Training**
- Training materials – 1 electronic copy to be delivered to the Agency prior to the training
- Up to 8 hours of training preparation (remote)
- Up to 32 hours of Training

**WBS 3.0 Software Development Customizations**

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

Northpointe will return a completed Enhancement Request Feedback form within 2-4 weeks after the submission of the CAB. The Enhancement Request Feedback form outlines the tasks agreed to and prioritized by the Agency, including development and testing time estimates required to implement the customizations.

The Agency will return the signed Enhancement Request Feedback form to the Northpointe Project Manager once approved. The Northpointe Project Manager will then schedule the development tasks required to complete the customization work as agreed to.

All time spent in defining, designing, developing, testing and implementing software customizations will be tracked and billed to the Agency on a time and materials basis. Hours will not exceed 425 for the fiscal year as defined within this Statement of Work.

**Deliverable for Software Development Customizations**
- Up to 425 hours of customization work including design/development/QA/implementation tasks.

**WBS 4.0 Technical Support**

Northpointe will provide technical support services to the Agency as requested during the fiscal year. Up to 12 service hours are reserved for technical support. The Agency will submit a technical support request to the Northpointe Project Manager when assistance with the technical environment is needed. This technical support work will be used for WI DOC Research website data refreshes, and will be performed by the Northpointe Development Operations Team.

This work will not include the standard software release upgrades that the Agency provides under the current Software License Agreement. This technical support work is beyond the scope of the standard upgrades performed, and will only be delivered upon request.

If technical support services are requested that will utilize more hours than what is defined within this Statement of Work, Northpointe will initiate the Change Management process in order to request additional time for service delivery.

**Deliverable for Technical Support**
- Up to 12 hours of technical support tasks (remote, 1 hour per month).

**Travel Expenses**

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

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

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

Pricing Summary
The following table summarizes the expenses pricing for this engagement. The active term of this engagement is **July 1, 2015 – June 30, 2016**.

<table>
<thead>
<tr>
<th>PROFESSIONAL SERVICES - Time &amp; Materials</th>
<th>Unit</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training Services</td>
<td>Hour</td>
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<td>$170</td>
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<td>Technical Support Services</td>
<td>Hour</td>
<td>12</td>
<td>$170</td>
<td>$2,040</td>
</tr>
</tbody>
</table>

**Subtotal, Professional Services** $91,290

<table>
<thead>
<tr>
<th>TRAVEL EXPENSES - PASS THROUGH</th>
<th>Unit</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Travel Costs - Pass Through</td>
<td>Trips</td>
<td>1</td>
<td>$2,000</td>
<td>$2,000</td>
</tr>
</tbody>
</table>

**Subtotal, Travel Expenses** $2,000

**GRAND TOTAL** $93,290.00

Billing Rules

1. All **Professional Services** and **Travel Expenses** will be billed on a time and materials basis. Northpointe will invoice monthly in arrears for all services delivered.
   - Travel fees are processed as a direct pass through to the Agency, and will be billed in full to the Agency based on actual expenses incurred.

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.

4. Except as modified by this Statement of Work, the Professional Services are governed by the active Professional Services agreement with the Agency.
SECTION 3: Assumptions

General Assumptions

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Agency is responsible for all manual data entry and/or data scrubbing related to production data sets that are prohibited from being released to Northpointe technical resources.

15. In the event production data is not released to Northpointe for any and all Data Conversion projects, the Agency will assume all additional costs related to special handling needs for the technical staff. This includes any and all travel costs incurred for onsite data conversion tasks.
16. Northpointe Inc. may not employ or engage a person to provide services under this Agreement who is on active probation, parole, extended supervision, lifetime supervision or an inmate who is supervised by Intensive Sanctions for any position where the primary duties and responsibilities involve contact or work with offenders/inmates OR involve access to offenders'/inmates' records or funds.

Northpointe Inc. shall implement policies and procedures to ensure that any employee or staff providing services under this Agreement have undergone criminal background checks and have been properly cleared prior to the delivery of such services. In hiring and retention decisions, Northpointe Inc. may consider records of pending criminal charges and convictions when it can be demonstrated that the circumstances of the offense substantially relate to the circumstances of the job or licensed activity.

Northpointe Inc. shall immediately inform the Department upon discovery of any criminal charge pending or conviction for any employee or staff providing services under this Agreement, subject to the employee’s consent. The DOC retains the right to bar that person’s entry into its facilities and or access to DOC records. DOC reserves the right to request reassignment of any existing staff/employee of Northpointe Inc. meeting any of the above qualifications so that they are not providing direct services to DOC offenders and or having direct access to DOC records. In the event that the employee does not consent, Northpointe Inc. will remove the employee from the DOC’s project.

17. This Statement of Work is valid for Fiscal Year 2015: July 1, 2015 – June 30, 2016.

Project Management and Risk Factor Assumptions

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

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

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

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

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

Infrastructure Assumptions

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

24. Workstation backups are the responsibility of the Agency. This includes the development and execution of the backups and recovery programs.

25. Agency’s with an on-premise hosting solution assume the responsibility for applying software patches to all functional servers and client hardware. Northpointe personnel will not be responsible for these services.

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

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

28. The following information technology services are not included in this Statement of Work: network connections; telecommunications network(s); operating system, network administration; disaster recovery planning; the acquisition, installation, testing and tuning of any required hardware, operating software, peripherals and communications infrastructure.
Exhibit B: Northpointe Statement of Work  
FY 2015-2016 Services

Exhibit C 
Northpointe Microsoft Azure Hosting Service Level Agreement  
[Contract C2015]

The general scope of services addressed by this Agreement includes the operation, maintenance, and support of the:

- Application and Database hosted under this agreement 
- Database security 
- Database Backup services, with retention 
- Data Center server operation.

Microsoft Azure Service Level Agreement

Microsoft’s Azure cloud platform is the hosting provider for Northpointe’s hosting services. Microsoft provides server hardware, scheduled maintenance services, and back-up utilities.

Microsoft guarantees its network uptime to be 99%. This guarantee assures that all major routing devices within the data center and internal network are reachable from the United States internet 99% of the time. Microsoft’s hosting SLA includes exclusions for scheduled maintenance, malicious attacks, and legal actions that may impact network uptime.

I. Server monitoring is in place to monitor server status and alert support resources when necessary. These monitors include Microsoft Antimalware (virus, spyware and other malicious software protection), Intrusion detection, Denial of service attacks, Transaction performance (i.e., query load time) and Uptime monitoring (regularly scheduled interval ping tests). Microsoft also operates a global 24x7 event and incident response team to mitigate threats from attacks and malicious activity identified or reported. All security incident responses are submitted and tracked for reference and follow-up by Northpointe personnel.

Northpointe Scope of Services

All of the services, functions, processes, and activities described below will be collectively described as the “Hosting Services” for purposes of this Agreement.

I. Network

Network refers to the Customer’s Virtual Network segregated from other Northpointe hosted systems. The Virtual Network will be configured using Azure services to provide a dedicated hosted environment for the Customer.

A. Database

Northpointe will provide the Customer with a unique login ID to a REPLICA TED SQL database server for web services updates. The replicated SQL database will be a copy of the Customer’s production database. Northpointe will allow direct read-only access to this replicated SQL database for retrieval of data (via SQL requests created and executed by the Customer). Northpointe will provide a copy of the SQL database schema to the Customer.

The customer will continue to receive a copy of the Ad-Hoc reporting database via SFTP on a daily basis.
The Customer will not be granted administration rights of the Virtual Network or any servers. No data write access, configuration or setup capabilities will be permissible in the Production environment with the unique login ID provided by Northpointe.

II. Application
Application refers to the Customer’s software licensed from Northpointe pursuant to the Software License terms outlined in master contract C2015. The Application is hosted by Northpointe pursuant to this Agreement.

III. Encryption
Encryption of the production database will be accomplished using Transparent Data Encryption (TDE). TDE is a built-in SQL Server protection utility. Full database encryption will be configured within the SQL Server database. Northpointe will be responsible for maintaining Encryption keys at all times. The Customer will be provided the Encryption key to decrypt the backup of the ad-hoc reporting database that is sent daily.

IV. Support Software
Support Software includes the operating system, utilities, database software, and necessary licenses required to operate the Application and is provided by Northpointe as part of the scope.

V. Backups
The Production Database will be backed up two times per day:
- Full back-up of Production database files executed at 7:00AM EST
- Full back-up of Production database files executed at 7:00PM EST
- Backups are physically stored in the assigned Microsoft data center within the US.
- Backup files are retained for 30 calendar days.
- A copy of the backup files are securely transferred on a daily schedule to an encrypted storage volume located in second storage location within the assigned Microsoft data center within the US.
- All backup files are stored electronically, on approved Microsoft servers within the US. No other media is used to backup, store, or secure offsite backups.

Hours of System Operations
The Application will be accessible and available to the Customer and capable of normal operating functions 24 hours a day, seven days a week, except for periods of Scheduled Maintenance and previously approved outages communicated by the hosting provider. Northpointe will not be responsible for inaccessibility arising from communications problems occurring anywhere beyond the Northpointe production server side of the router resident at the Microsoft Data Center.

Compliance Status – ISO 27001/27002 Certification
Microsoft is committed to annual certification against ISO/IEC 27001/27002:2013, an international information security standard. The ISO/IEC 27001/27002:2013 certificate validates that Microsoft has implemented the internationally recognized information security controls defined in this standard, including guidelines and general principles for initiating,
implementing, maintaining, and improving information security management within an organization.

Compliance is verified for the following:
- Cloud Services
- Virtual Networks
- Traffic Manager
- Active Directory
- Virtual Machines
- SQL Database Servers
- Storage

**Customer Responsibilities**
The Customer is responsible for:

- Assigning a primary and alternate Customer representative to coordinate all communications and activities related to Northpointe hosting services. These representatives should be authorized decision-makers.
- Providing user identification data and determining the appropriate security profile for each user account within the software application. Customer will control security at the Application level within all hosted environments.
- All printing activities. No print job will print at the Data Center and all physical printing requirements will be handled by the Customer. This includes the purchase and installation of printers at Customer's sites for the Application being utilized as defined in the Scope of Services.
- Installing, operating and maintaining all workstation software (and Customer's LAN, existing data communications configuration, hardware, or software required at the Customer's site) except as otherwise stipulated in the Scope of Services. Northpointe network and network responsibility extends from the data center hardware configuration (servers, routers) to the boundary of the Customer network.
- Requesting and scheduling all software release upgrades with Northpointe technical staff. This must be performed a minimum of once per contract year in order to maintain compliance with Northpointe's End of Life Software Policy.
- Testing application upgrades and/or application fixes applied by Northpointe to Applications used by Customer. Customer will test all software release updates and fixes prior to their introduction to the Production environment within a mutually agreed upon time frame. Approval to alter the hosted test and production environments is required by the Customer.
- Building separate web services to execute against the replicated SQL database for reporting purposes. The Customer will utilize JDBC connection as the connectivity tool.
DEPARTMENT OF CORRECTIONS

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made between the Wisconsin Department of Corrections ("Covered Entity") and Northpointe ("Business Associate"), collectively, the "Parties."

This Agreement is specific to those services, activities, or functions performed by the Business Associate on behalf of the Covered Entity when such services, activities, or functions are covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including all pertinent regulations (45 CFR Parts 160 and 164) issued by the U.S. Department of Health and Human Services. Services, activities, or functions covered by this Agreement include, but are not limited to: the services and procedures provided by Business Associate to Covered Entity identified under the Original Agreement, Renewal Agreement, and Exhibits A, B, and C. (collectively, "Underlying Contract")

This Agreement is effective between the Covered Entity and Business Associate beginning on the date when all parties have affixed their respective signatures to this agreement act and terminates any prior existing Business Associate Agreements between the two parties.

The Covered Entity and Business Associate agree to modify the Underlying Contract to incorporate the terms of this Agreement and to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 ("HITECH"), and all applicable implementing regulations, including, without limitation, the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule"), Notification in the Case of Breach Of Unsecured Protected Health Information ("Breach Notification Rule"), and the Security Standards for the Protection of Electronic Protected Health Information (the "Security Rule") found at Title 45, Parts 160 and 164 of the Code of Federal Regulations, dealing with the security, confidentiality, integrity and availability of protected health or health-related information, as well as breach notifications (all such laws and regulations shall be collectively referred to herein as "HIPAA"), addressing confidentiality, security and the transmission of individually identifiable health information created, used or maintained by the Business Associate during the performance of the Underlying Contract and after Contract termination. The parties agree that any conflict between provisions of the Underlying Contract and the Agreement will be governed by the terms of the Agreement.

1. DEFINITIONS

a. Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information ("PHI"), Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
b. **Specific definitions:**

   i. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Northpointe.

   ii. **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Wisconsin Department of Corrections.


2. **RESPONSIBILITIES OF THE BUSINESS ASSOCIATE**

   a. Business Associate shall not use or disclose PHI other than as permitted or required by the Agreement or as required by law, or as otherwise authorized in writing by the Covered Entity, if done by the Covered Entity.

   b. Unless otherwise limited herein, Business Associate may use or disclose PHI to the extent necessary for Business Associate's proper management and administrative services, to carry out legal responsibilities of Business Associate, and to provide data aggregation services relating to health care operations of the Covered Entity if required under the Agreement.

   c. **Minimum Necessary.** Business Associate shall not request, use or disclose more than the minimum amount of PHI necessary to accomplish the purpose of the Use, Disclosure, or request.

   d. **Subcontractors and Agents.** Business Associate shall in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information by requiring each subcontractor to agree in writing to the same restrictions and conditions as are imposed on Business Associate by this Agreement and applicable law.

   e. **Access to PHI:** At the direction of the Covered Entity, the Business Associate agrees to provide access, in accordance with 45 CFR 164.524, to any PHI held by the Business Associate, which Covered Entity has determined to be part of Covered Entity's Designated Record Set, in the time and manner designated by the Covered Entity. This access will be provided to Covered Entity, or (as directed by Covered Entity) to an Individual, in order to meet requirements under the Privacy Rule. All costs related to this shall be assumed by the Business Associate.

   f. **Amendment or Correction to PHI:** At the direction of the Covered Entity, the Business Associate agrees to amend or correct PHI held by the Business Associate, which the Covered Entity has determined is part of the Covered Entity's Designated Record Set, in the time and manner designated by the Covered Entity in accordance with 45 CFR 164.526. All costs related to this shall be assumed by the Business Associate.
g. **Audit:** The Business Associate agrees to make internal practices, books, and records available to the Covered Entity, or to the federal Secretary of Health and Human Services (HHS) in a time and manner determined by the Covered Entity or the HHS Secretary, or designee, for purposes of determining compliance with the HIPAA Rules. The Business Associate agrees to promptly notify the Covered Entity of communications with HHS regarding PHI and will provide the Covered Entity with copies of any PHI or other information the Business Associate has made available to HHS under this provision at the Covered Entity’s request.

3. **SAFEGUARDING PROTECTED HEALTH INFORMATION**
   a. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of PHI other than as provided for by the Agreement;
   b. Business Associate shall, at its own cost, review and modify its privacy and security safeguarding measures as needed to continue providing reasonable and appropriate protection of PHI and maintain documentation of privacy and security safeguarding measures as required by HIPAA.
   c. Business Associate shall cooperate in good faith in response to any reasonable requests from the Covered Entity to discuss, review, inspect, and/or audit Business Associate’s safeguards.

4. **IMPROPER USES OR DISCLOSURES, INCLUDING SECURITY INCIDENTS AND BREACHES**
   a. Business Associate shall report by telephone and in writing to Covered Entity any improper use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident within one (1) business day following the discovery of the improper use or disclosure, including breach or incident.
   (i) The notification shall be provided to:
       DOC HIPAA Compliance Officer
       Phone: 608 240-5152
       Email: DOCHIPAAABreachReport@wi.gov
   (ii) The improper use or disclosure of PHI, including a security incident and breach, shall be as “discovered” as of the first day on which the violation is known to the Business Associate or, by exercising reasonable diligence would have been known to the Business Associate.
   (iv) Notification reports, both oral and written, shall include the following:
       (1) The date of the improper use or disclosure;
       (2) The date of the discovery of the use or disclosure;
       (3) Each Individual whose PHI has been or is reasonably to have been accessed, acquired, or disclosed;
       (4) A complete description of the circumstances of the improper use or disclosure, including a brief description of probable causes of the improper use or disclosure;
The name of persons assigned to review and investigate the use;

A description of all PHI used or disclosed (such as a full name, social security number, date of birth, home address, account number);

The names of persons and organizations involved in the improper use, including a description of unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data;

A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized;

The actions the Business Associate has undertaken or will undertake to mitigate any harmful effect of the improper use or disclosure;

A corrective action plan that includes steps the Business Associate has taken or will take to prevent future similar incidents from occurring;

Any other details necessary to complete an assessment of the risk of harm to the Individual; and

Any other information requested by the Covered Entity related to the improper use or disclosure;

b. Business Associate shall be responsible to immediately investigate the improper use or disclosure, cooperate with Covered Entity in the investigation, and supplement the notice with additional information as it becomes available.

c. Business Associate shall report any attempted, unsuccessful Security Incident(s) of which the Business Associate becomes aware of in writing at the reasonable written request of the Covered Entity.

d. The Business Associate shall take immediate steps to mitigate any harmful effects of any improper or unauthorized use, disclosure, loss, improper use, of ePHI and/or PHI and Related Data. The Business Associate shall reasonably cooperate with the Covered Entity’s efforts to seek appropriate injunctive relief or otherwise prevent or curtail such threatened or actual breach, or to recover its Protected Health Information, including complying with a reasonable Corrective Action Plan and taking such steps as requested by the Covered Entity.

e. Notification of Breach by Business Associate. Upon request by the Covered Entity, Business Associate agrees to participate in, and to the extent requested by Covered Entity, provide the notification of Individuals, the media, and the Secretary of any Breach of Unsecured PHI. Business Associate agrees to pay actual costs for notification and of any associated mitigation incurred by the Covered Entity, such as credit monitoring, if the Covered Entity determines that the breach is significant enough to warrant such measures.

In that event, the Business Associate must obtain the Covered Entity’s approval of the time, manner and content of any such notifications, provide the Covered Entity with copies of the notifications, and provide the notifications within thirty
(30) days after discovery of the breach. The Business Associate shall have the burden of demonstrating to the Covered Entity that all notifications were made as required, including any evidence demonstrating the necessity of any delay beyond the 30 day calendar notification requirement to affected individuals after the discovery of the breach by the Covered Entity or Business Associate.

5. DISCLOSURES OF PROTECTED HEALTH INFORMATION BY BUSINESS ASSOCIATE
   a. The Business Associate agrees to document and make available to the Covered Entity, or (at the direction of the Covered Entity) to an Individual, such disclosures of PHI to respond to a proper request by the Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
   b. For each disclosure, Business Associate agrees that the following information will be recorded:
      (i) The date the PHI was disclosed;
      (ii) The name and address, if known, of the person or entity that the PHI was disclosed to;
      (iii) A brief description of the PHI disclosed; and
      (iv) A brief statement describing the purpose for the disclosure.
   c. For repetitive disclosures that the Business Associate makes to the same person or entity for a single purpose, the Business Associate will provide:
      (i) The disclosure information as specified in paragraph 5(b)(i-iv) of this Agreement for the first of such repetitive disclosures;
      (ii) The frequency, periodicity or number of such repetitive disclosures; and
      (iii) The date of the most recent of such repetitive disclosures.
   d. The Business Associate will make the record of disclosures available to the Covered Entity within five (5) business days after receiving a request by the Covered Entity.
   e. The Business Associate will retain the disclosure information for the six-year period preceding Covered Entity’s request for the disclosure information, or the date that the Business Associate began performing covered services, activities, or functions on behalf of the Covered Entity, whichever is later.
   f. The Business Associate is not required to track or record disclosures of PHI, or to provide an accounting of disclosures for PHI meeting the following conditions: Disclosures of PHI that are permitted under this Agreement, or otherwise expressly authorized by the Covered Entity in writing.
   g. Business Associate agrees to obtain a valid authorization or informed written consent from the Individual that is the subject of the PHI disclosure or a personal representative of such individual except for those exceptions listed in this Agreement or otherwise required by law.

6. TERM AND TERMINATION OF AGREEMENT
DEPARTMENT OF CORRECTIONS  
State of Wisconsin

a. The Business Associate and the Covered Entity agree that this Agreement becomes effective on the date all parties have affixed their respective signatures to the Underlying Contract.

b. The Business Associate agrees that if in good faith the Covered Entity determines that the Business Associate has materially breached any of its obligations under this Agreement, the Covered Entity at its sole discretion, may:
   (i) Exercise any of its rights to reports, access and inspection under this Agreement,
   (ii) Require the Business Associate to conduct monitoring and reporting, as the Covered Entity determines reasonably necessary to maintain compliance with this Agreement;
   (iii) Provide the Business Associate with a defined time period to cure the breach; and/or
   (iv) Terminate this Agreement immediately.

c. Before exercising any of these options, the Covered Entity will provide written notice of preliminary determination to the Business Associate describing the violation and the action the Covered Entity intends to take.

7. RETURN OR DESTRUCTION OF PROTECTED HEALTH INFORMATION

Upon termination, cancellation, expiration, or other conclusion of this Agreement as determined by the Covered Entity, the Business Associate shall, and shall ensure its Subcontractors that possess PHI or data derived from PHI, fulfill one of the following options with respect to PHI as directed by the Covered Entity:

a. Return PHI, and any Related Data, to the Covered Entity in customary industry form or medium as directed within the sole discretion of the Covered Entity at the Business Associate’s expense. No copies of such PHI and Related Data shall be retained. PHI and Related Data shall be returned as promptly as possible, but not after the effective date of conclusion of this Agreement or the Underlying Contract. Within five (5) days after the effective date of the conclusion of this Agreement or the Underlying Contract, Business Associate shall certify on oath in writing to Covered Entity that such return has been completed.

b. Destroy the PHI, and any Related Data, using technology or a methodology that renders the PHI, or Related Data, unusable, unreadable, or undecipherable to unauthorized individuals as specified by HHS in its guidance at: http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/breachguidance.html. Acceptable methods for destroying PHI or Related Data include: (A) paper, film, or other hard copy media shredded or destroyed in order that PHI or Related Data cannot be read or reconstructed; and (B) electronic media cleared, purged or destroyed consistent with the standards of the National Institute of Standards and Technology (NIST). Redaction as a method of destruction of PHI or Related Data is specifically excluded.

c. If Business Associate believes that the return or destruction of PHI or Related Data is not feasible, Business Associate shall provide written notification of the conditions that make return or destruction infeasible. If the Covered Entity agrees that return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to PHI and Related Data received from or created
on behalf of Covered Entity, and limit further uses and disclosures of such PHI and Related Data, for so long as Business Associate maintains the PHI. If the Covered Entity does not agree that destruction is infeasible, the Business Associate must return the PHI in the format and within time frame as determined by the Covered Entity at Business Associate’s expense.

8. MISCELLANEOUS PROVISIONS
   a. **State Law Compliance:** The Business Associate acknowledges that PHI from the Covered Entity may be subject to state confidentiality laws. Business Associate shall comply with the more restrictive protection requirements between state and federal law for the protection of PHI.
   b. **Automatic Amendment:** The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations, the HITECH Act, and other applicable laws relating to the security or confidentiality of Health Information. This Agreement shall automatically incorporate any change or modification to HIPAA and the HITECH Act as of the effective date of the change or modification. The Business Associate agrees to maintain compliance with all changes or modifications to HIPAA and the HITECH Act as required.
   c. **Interpretation of Terms or Conditions of Agreement:** Any ambiguity in this Agreement shall be construed and resolved in favor of a meaning that permits the Covered Entity and Business Associate to comply with HIPAA and the HITECH ACT.
   d. **Submission of Compliance Plan:** The Business Associate agrees that the Covered Entity may request a HIPAA compliance plan. If requested by the Covered Entity, the Business Associate agrees to provide periodic reports of the progress of the compliance plan. Further, the Business Associate agrees that the plan and progress reports will comply with the requirements of the Covered Entity.
   e. **Prohibition of Offshore Disclosure.** Nothing in this Agreement shall permit the Business Associate to share, use or disclose PHI in any form via any medium with any third party beyond the boundaries and jurisdiction of the United States without express written authorization from the Covered Entity.
   f. **Survival.** The obligations of Business Associate under this Section shall survive the termination of this Agreement.
   g. **Headings.** Paragraph Headings used in this Agreement are for the convenience of the Parties and shall have no legal meaning in the interpretation of the Agreement.
   h. **Capitalized terms.** Capitalized terms used in this Agreement, but not otherwise defined, shall have the same meaning as those terms in the Privacy Rule or the Security Rule.
IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed by their respective representatives.

DEPARTMENT OF CORRECTIONS
By: __________________________
Title: __________________________
Date: __________________________

BUSINESS ASSOCIATE
By: __________________________
Title: __________________________
Date: __________________________
## Certificate Of Completion

Envelope Number: 43C6DDB127194DAD98E3A2E05DBF5712
Status: Sent
Subject: 2015 FY 2016 - 2017 Northpointe Contract Renewal - Please sign
Source Envelope:
Document Pages: 25
Certificate Pages: 6
AutoNav: Enabled
Envelope Originator:
Envelopel Stamping: Enabled

### Record Tracking

Status: Original
7/2/2015 9:28:44 AM CT
Holder: Rebecca Hoefs
rebecca.hoefs@wisconsin.gov
Location: DocuSign

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

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