



## SOFTWARE LICENSE & MAINTENANCE AGREEMENT

This Agreement is made and entered into as of June 1, 2019 (the "Effective Date") by and between **Northpointe, Inc. d/b/a equivant**, a Delaware Corporation, having its principal place of business at 1764 Forest Ridge Drive, Suite A, Traverse City, MI 49686 ("equivant") and **Laramie County Treatment Courts**, herein referred to as "CUSTOMER" or "LICENSEE," having its principal place of business at 309 W 20th St., Cheyenne, WY 82001.

Pursuant to this Agreement, equivant is licensing its Northpointe Suite Software (hereafter "Software") and providing related services to the CUSTOMER under the terms and conditions of this Agreement;

### 1. LICENSE AND USE

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

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

1.3 **Additional Materials.** Unless otherwise expressly agreed to by the parties, the CUSTOMER shall provide and obtain for itself all hardware, software, services and technology necessary to operate the Software not owned or provided by equivant.

### 2. DELIVERY, ACCEPTANCE AND INSTALLATION

2.1 **Delivery and Acceptance.** If equivant is not hosting the Software for the CUSTOMER as provided in Section 3.4, equivant will deliver the Software to the CUSTOMER in accordance with the CUSTOMER's reasonable instructions. The Software will be deemed accepted upon delivery.



2.2 **Installation.** Unless otherwise agreed to and set forth on *Exhibit A*, the CUSTOMER is responsible for installing the Software in accordance with the Documentation.

3. MAINTENANCE AND SUPPORT; TRAINING; ADDITIONAL SERVICES

3.1 **Maintenance and Support.** equivant will provide the CUSTOMER with those maintenance and support services described on *Exhibit B* ("Maintenance and Support Services").

3.2 **Training.** equivant will provide the CUSTOMER with training services related to the Software as described on *Exhibit A* and *WBS 5.0 Professional Services-Training*, in the Statement of Work. Only CUSTOMER personnel trained by equivant or otherwise certified by equivant are authorized to train others within the CUSTOMER on the use of the Software. The certification is annual and must be renewed to maintain this authorization. Notwithstanding any training services provided to the CUSTOMER under this Agreement, equivant will not be liable for the CUSTOMER's use of the Software or any information obtained thereby, including any use that may be in violation of any laws or regulations.

3.3 **Additional Services.** equivant will provide the CUSTOMER with those services described on *Exhibit A*, if any. The CUSTOMER will pay equivant the fees set forth on *Exhibit A* for any such Services. Additional Services may be added by mutual agreement pursuant to an amendment or signed Statement of Work referencing this Agreement.

3.4 **Hosting.** equivant will provide the CUSTOMER with those hosting services described on *Exhibit C*, if any ("Hosted Services"). The CUSTOMER will pay equivant the fees set forth on *Exhibit A* for any such Hosted Services. Hosting fees are annual fees that are payable in advance for each contract year as described on *Exhibit A*.

4. FEES AND PAYMENT SCHEDULE

4.1 **Fees.** The CUSTOMER will pay equivant the fees set forth on *Exhibit A*. All Fees are non-refundable. Fees are due within thirty (30) calendar days of the Effective Date of this Agreement.

4.2 **Payment.** The CUSTOMER agrees to pay equivant within thirty (30) calendar days after the date of any invoice from equivant. Fees for any Services will be billed as set forth on *Exhibit A*. Fees exclude, and the CUSTOMER will make all payments of fees to equivant free and clear of, all applicable sales, use, and other taxes and all applicable export and import fees, customs duties and similar charges. equivant may charge interest on all late payments equal to one and one-half percent (1½%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid. equivant shall bill CUSTOMER by detailed invoice submitted to Laramie County Clerk, Finance Office. No payment shall be made before the last signature is affixed to this Agreement.

4.3 **Audit Rights.** Upon ten (10) days written prior notice, equivant will have the right to have an independent audit firm inspect the CUSTOMER's records relating to the

CUSTOMER's use of the Software, and access and query the CUSTOMER's equipment on which the Software is operating, in order to verify the CUSTOMER's compliance with the terms and conditions of this Agreement. The audit will be performed during the CUSTOMER's normal business hours. The costs of the audit will be paid by equivant, unless the audit reveals that the CUSTOMER has (i) failed to strictly comply with the restrictions set forth in Section 1 or (ii) underpaid the amounts owed to equivant by five percent (5%) or more, in which case the CUSTOMER will reimburse equivant for all reasonable costs and expenses incurred by equivant in connection with such audit. The CUSTOMER will promptly pay to equivant any amounts shown by any such audit to be owing plus interest as provided in Section 4.2. Such audits will be conducted no more than once in any period of six (6) consecutive months.

## 5. TERM AND TERMINATION

5.1 **Term.** The initial term of this Agreement is for twelve months ("Initial Term"). After the Initial term, this Agreement will automatically renew for one year periods unless terminated, in writing, in accordance with this Agreement. EITHER PARTY MAY CHOOSE TO TERMINATE THE AGREEMENT FOR ANY REASON AT THE END OF A CONTRACT YEAR BY GIVING SIXTY DAYS PRIOR NOTICE OF SUCH INTENT. equivant shall provide CUSTOMER with thirty (30) day notice of renewal price, provided however that such renewal price for license and maintenance, for the modules licensed in this agreement, shall not be increased by more than 10% over the prior year's price. Further, parties may mutually agree on Additional Services at the time of renewal or such other times as mutually agreed.

5.2 **Termination.** Either party shall have the right to terminate this Agreement if the other party is in material default hereunder, which default cannot be cured, or which being capable of cure has not been cured within sixty (60) calendar days of the non-breaching party's written notice of such default or such additional cure period as the non-breaching party may authorize.

5.3 **Effects of Termination.** Upon termination or expiration of this Agreement for any reason, any amounts owed to equivant under this Agreement before such termination or expiration will be immediately due and payable, all licensed rights granted in this Agreement will immediately cease to exist, and the CUSTOMER must promptly discontinue all use of the Software, erase all copies of the Software from the CUSTOMER's computers, and return to equivant or destroy all copies of the Software, Documentation and other equivant Confidential Information in the CUSTOMER's possession or control. Sections 1.2, 3.2, 4.2, 4.3, 5.3, 6, 7.2, 8, 9, 10 and 11, together with any accrued payment obligations, will survive expiration or termination of this Agreement for any reason.

## 6. PROPRIETARY RIGHTS

6.1 **equivant's Rights.** The CUSTOMER acknowledges and agrees that the Software, Documentation and any Customization of the Software, and all worldwide copyrights, trademarks, service marks, trade secrets, patents, patent applications, know-how, moral rights, contract rights, and other proprietary rights therein, are the exclusive



property of equivant and its suppliers and that this Agreement grants the CUSTOMER no title or right of ownership in the Software, Documentation and any Customization of the Software. All rights in and to the Software, Documentation and any Customization of the Software not expressly granted to the CUSTOMER in this Agreement are reserved by equivant and its suppliers. The CUSTOMER agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within the Software, Documentation, any Customization of the Software, or any related materials.

- 6.2 **CUSTOMER's Rights.** The CUSTOMER retains all right, title and interest in and to the CUSTOMER Data, and equivant acknowledges and agrees that it neither owns nor acquires any additional rights in and to the CUSTOMER Data not expressly granted by this Agreement. "CUSTOMER Data" means the data and content provided by the CUSTOMER in the course of the CUSTOMER's use of the Software in accordance with this Agreement.

## 7. WARRANTY

- 7.1 **Limited Warranty.** Equivant warrants for a period of ninety (90) days following the date of delivery of the Software to CUSTOMER that the Software will substantially operate according to the specifications set forth in the Documentation. If it is determined by CUSTOMER that the Software does not substantially operate according to such specifications, equivant may, at its option and expense, apply commercially reasonable efforts to designing, coding and implementing programming changes to the source code to correct reproducible errors or correcting misstatements and omissions in the User Guide documentation. Licensee shall report all errors or other defects in the Software to equivant immediately upon their discovery. It is acknowledged that the Software is inherently complex and may contain errors and equivant cannot and does not guarantee to correct all such errors. The remedies set forth in this Section 7 constitutes CUSTOMER's sole and exclusive remedy for breach of this Warranty. The Software contains third party assessments for use by the CUSTOMER. Equivant has no proprietary claim on these assessments and therefore disclaims any and all liability, including any express or implied warranties, whether oral or written, for such third party assessments. The customer acknowledges that no representations have been made.

- 7.2 **No other Warranties.** equivant makes no other warranties, whether express, implied, or statutory regarding or relating to the software or the documentation, or any materials or services furnished or provided to customer under this agreement, including maintenance and support. Equivant specifically disclaims all implied warranties of merchantability and fitness for a particular purpose with respect to the software, documentation and said other materials and services, and with respect to the use of any of the foregoing.

## 8. LIMITATION OF LIABILITY

IN NO EVENT WILL EQUIVANT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST DATA, LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE

GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF EQUIVANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EQUIVANT'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE COMPAS SYSTEM, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO EQUIVANT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. The CUSTOMER acknowledges that these limitations reflect the allocation of risk set forth in this Agreement and that equivant would not enter into this Agreement without these limitations on its liability, and the CUSTOMER agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. In addition, equivant disclaims all liability of any kind of equivant's licensors and suppliers.

## **9. INDEMNIFICATION**

- 9.1 Indemnity by equivant.** equivant will defend at its own expense any action against the CUSTOMER brought by a third party to the extent that the action is based upon a claim that the Software infringes any U.S. patents or any copyrights or misappropriates any trade secrets of a third party, and equivant will pay those costs and damages finally awarded against the CUSTOMER in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on the CUSTOMER (a) notifying equivant promptly in writing of such action, (b) giving equivant sole control of the defense thereof and any related settlement negotiations, and (c) cooperating and, at equivant's request and expense, assisting in such defense. If the Software becomes, or in equivant's opinion is likely to become, the subject of an infringement claim, equivant may, at its option and expense, either (i) procure for the CUSTOMER the right to continue using the Software, (ii) replace or modify the Software so that it becomes non-infringing, or (iii) accept return of the Software, terminate this Agreement upon written notice to the CUSTOMER and refund the CUSTOMER the License Fees paid for the Software upon such termination, computed according to a thirty-six (36) month straight-line amortization schedule beginning on the Effective Date. Notwithstanding the foregoing, equivant will have no obligation under this Section or otherwise with respect to any infringement claim based upon (a) any use of the Software not in accordance with this Agreement or for purposes not intended by equivant, (b) any use of the Software in combination with other products, equipment, software, or data not intended by equivant to be used with the Software (c) any use of any release of the Software other than the most current release made available to the CUSTOMER, or (d) any modification of the Software by any person other than equivant or its authorized agents or subcontractors. THIS SECTION STATES EQUIVANT'S ENTIRE LIABILITY AND THE CUSTOMER'S EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS.

10. CONFIDENTIALITY

- 10.1 **Confidential Information.** Each party (the “Disclosing Party”) may from time to time disclose to the other party (the “Receiving Party”) certain information regarding the business of the Disclosing Party and its suppliers, including technical, marketing, financial, employee, planning, and other confidential or proprietary information (“Confidential Information”). Any information that the Receiving Party knew or should have known, under the circumstances, was considered confidential or proprietary by the Disclosing Party will be considered Confidential Information of the Disclosing Party. The Software, including without limitation any routines, subroutines, directories, tools, programs, or any other technology included therein, shall be considered equivant’s Confidential Information.
- 10.2 **Protection of Confidential Information.** The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party’s duty hereunder. The Receiving Party will protect the Disclosing Party’s Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.
- 10.3 **Exceptions.** The Receiving Party’s obligations under Section 10.2 with respect to any Confidential Information of the Disclosing Party will terminate if such information: (a) was already known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party’s Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party’s request and expense, in any lawful action to contest or limit the scope of such required disclosure.
- 10.4 **Return of Confidential Information.** The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party’s possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party upon the expiration or termination of this Agreement. Upon request from the Disclosing Party, the Receiving Party will certify in writing signed by an officer of the Receiving Party that it has fully complied with its obligations under this Section 10.4.

- 10.5 **Confidentiality of Agreement.** Neither party will disclose any terms of this Agreement to anyone other than its attorneys, accountants, and other professional advisors except (a) as required by law or (b) pursuant to a mutually agreeable press release or (c) in connection with a contemplated transfer of such party's business permitted by Section 11.2 (provided that any third party to whom the terms of this Agreement is to be disclosed signs a confidentiality agreement reasonably satisfactory to the other party).
- 10.6 Notwithstanding the above provisions, equivant recognizes that the duties and obligations of CUSTOMER with respect to this Section may be limited and controlled by the operation of State or Federal law regarding the disclosure of publicly held records. equivant agrees that CUSTOMER shall not be held in breach or default of this Agreement in the event release of information related to this Agreement and its subject matter is released in accordance with and pursuant to any applicable law or regulation, including, but not limited to, the Wyoming Public Records Act, Wyo. Stat. § 16-4-201 et seq., as amended. equivant further agrees that it bears the sole responsibility for demonstrating in any court or other forum that the information designated as 'proprietary trade secrets' in this Section is in fact confidential, and not subject to disclosure."

## 11. GENERAL PROVISIONS

- 11.1 **Notices.** All notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by certified mail, return receipt requested, or delivered in person to whom it is to be given at the addresses set forth above or to such other addresses as a party may designate pursuant to this notice provision. Any notice given shall be deemed to have been received on the date on which it is delivered personally or if mailed, on the third business day following the mailing thereof.
- 11.2 **Assignment.** Neither the CUSTOMER nor equivant may assign or transfer, by operation of law or otherwise, any of its rights under this Agreement (including the license rights granted to the CUSTOMER to the Software), in whole or in part, to any third party, without prior written approval of the other party, which shall not unreasonably be withheld or delayed; except that equivant may assign this Agreement, without consent, to any successor to all or substantially all its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any attempted assignment or transfer in violation of the foregoing will be null and void.
- 11.3 **Entire Agreement.** This Agreement (10 pages) and the exhibits and schedules attached hereto (3 pages) constitute the entire agreement of the parties with respect to the subject matter hereof, and this Agreement supersedes all previous agreements, whether written or oral and all negotiations as well as any previous agreements presently in effect between the Provider and the Agency relating to the subject matter hereof. There shall be no modification, rescission, waiver, release or amendment of any provision of this Agreement, except by an express written amendment to this Agreement signed by authorized representatives of each of the parties hereto, and for the CUSTOMER by same person or persons, or their

successors and/or expressly authorized designee(s), who signs the original Agreement. The terms of any purchase order or similar document submitted by the CUSTOMER to equivant will have no effect.

**11.4 Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of Wyoming, without regard to its principles of conflicts of law. If any dispute arises between the parties from or concerning this Agreement and Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District of Wyoming. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement and Addendum.

**11.5 Dispute Resolution.** The parties will seek a fair and prompt negotiated resolution within ten (10) days of the initial notice of the dispute ("Dispute"). If the Dispute has not been resolved after such time, the parties may escalate the issue to more senior levels.

Nothing herein shall prevent either party from seeking a preliminary or permanent injunction to preserve the status quo or prevent irreparable harm during the arbitration process.

**11.6 Compliance with Laws.** Both parties shall comply with all applicable export and import control laws and regulations concerning its use of the Software and, in particular, the CUSTOMER will not export or re-export the Software without all required government licenses and the CUSTOMER agrees to comply with the export laws, restrictions, national security controls and regulations of all applicable foreign agencies or authorities.

**11.7 Force Majeure.** Except for any payment obligations, neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder for any cause which is beyond the reasonable control of such party.

**11.8 U.S. Government End Users.** If the CUSTOMER is a branch or agency of the United States Government, the following provision applies. The Software is comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 and are provided to the Government (a) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (b) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-3.

**11.9 Remedies.** Except as provided in Section 9.1, the parties' rights and remedies under this Agreement are cumulative. The CUSTOMER acknowledges that the Software contains valuable trade secrets and proprietary information of equivant, that any actual or threatened breach of Section 1 will constitute immediate, irreparable harm to equivant for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is



brought by equivant to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

- 11.10 **Waivers.** All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 11.11 **Severability.** If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.
- 11.12 **Construction.** The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."
- 11.13 **Independent Contractor.** The relationship between equivant and CUSTOMER is one where equivant is an independent contractor and not an employee of the CUSTOMER. equivant is not eligible for Laramie County Employee benefits and shall be treated as an independent contractor for federal tax filing purposes. Equivant assumes responsibility for its personnel and will make all deductions required of employers by state, federal and local laws. Equivant is free to contract with others.
- 11.14 **Discrimination.** All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.
- 11.15 **ADA Compliance.** All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.
- 11.16 **Governmental/Sovereign Immunity.** CUSTOMER does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, CUSTOMER fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.
- 11.17 **Third Parties.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.
- 11.18 **Conflict of Interest.** CUSTOMER and equivant affirm, to their knowledge, no equivant employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity

which would constitute a conflict of interest relative to this Agreement.

- 11.19 Force Majeure.** Neither party shall be liable to perform under this Agreement and Addendum if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.
- 11.20 Limitation on Payment.** If funds are not allocated and available for the continuance of the services provided by equivant, the Agreement may be terminated by CUSTOMER at the end of the period for which funds are available. CUSTOMER shall notify equivant at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if CUSTOMER knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to CUSTOMER in the event this provision is exercised, and CUSTOMER shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit CUSTOMER to terminate this Agreement in order to acquire similar services from another party.
- 11.21 Notices.** All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended as such parties' address listed herein, or when personally delivered to such party. A party may change its address for notice hereunder by giving written notice to the other party.

**[Signatures Appear On Following Page]**



IN WITNESS WHEREOF, the equivalent designated agent whose signature appears below, hereby warrants that he has been authorized to execute this Agreement on behalf of equivalent and hereby accepts and binds equivalent to the terms and conditions as of the Effective Date.

equivalent

CUSTOMER

Name: Becky Kelderhouse

Name: \_\_\_\_\_

Title: General Manager

Title: \_\_\_\_\_

Signature: *Becky Kelderhouse*

Signature: \_\_\_\_\_

Date: May 10, 2019

Date: \_\_\_\_\_

Please list the appropriate **Billing** contact information if different from above:

Contact Name: Laramie County Clerk, Finance Office Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Please list the correct **Project Lead** contact information if different from above:

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

RECEIVED AND APPROVED AS  
TO FORM ONLY BY THE  
DEPUTY LARAMIE COUNTY  
ATTORNEY



**EXHIBIT A**

**Software—License, Maintenance and Support Fees**

**Software:** The CUSTOMER shall be entitled to use the Software set forth below in accordance with the terms and conditions of the Agreement, including, without limitation, the restrictions indicated in this Exhibit.

**License Fees:** The License Fees for the Software are annual fees that are payable in advance for each contract year and are listed below. The License Fees will be negotiated each year based on the number of users and the package of product modules provided.

**Maintenance and Support Fees:** The Maintenance and Support Fees are annual fees that are payable in advance for each contract year in which Maintenance and Support Services are to be provided. The Maintenance and Support Fees will be negotiated each year based on the number of users and the package of product modules provided.

**Additional Services:** Additional Services are billed as delivered unless otherwise agreed. Expenses are billed at actual cost as incurred.

**CONTRACT TERM: June 1, 2019 – May 31, 2020**

Project: Northpointe Suite COMPAS Core, Ad-Hoc, and Implementation	Qty	Unit Price	Total
<b>ANNUAL SUBSCRIPTION FEES</b>			
Northpointe Suite COMPAS Core (1 bundle of 5 use licenses)	1	\$2,750	\$2,750
AdHoc Report Generator (1 bundle of 5 use licenses)	1	\$0	\$0
<b>Subtotal, Annual Software Subscription</b>			<b>\$2,750</b>

**EXHIBIT B**

**Maintenance and Support Services**

- 1.1 equivant, or its agents, shall provide support and maintenance services as described in this **Exhibit B** ("Maintenance and Support Services") for the Software. In consideration of the Maintenance and Support Services provided for in this **Exhibit B**, the CUSTOMER shall pay to equivant the Maintenance and Support Fees as set forth on **Exhibit A**. The Maintenance and Support Fees shall allow the CUSTOMER to access equivant's telephone support during normal business hours (8:00 A.M. - 5:00 P.M., E.S.T.), Monday through Friday, excluding published holidays ("Maintenance and Support Hours"). The initial term for the provision of Maintenance and Support Services will be concurrent with the term of the equivant license as set forth on **Exhibit A**, unless the Agreement is terminated in accordance with its terms. Upon expiration of the initial term, and CUSTOMER agreement to negotiated Maintenance and Support Fees for the new term, the provision of Maintenance and Support Services will automatically renew for additional one (1) year renewal terms, unless the CUSTOMER provides equivant with written notice of the CUSTOMER's intent not to renew the Maintenance and Support Services no later than sixty (60) days prior to the next anniversary of the Effective Date. The CUSTOMER may reinstate Maintenance and Support Services that have been terminated or allowed to lapse by payment of a "Reinstatement Fee" equal to the Maintenance and Support Fees that would otherwise have been applicable (pursuant to this Agreement) for the period between the effective date of termination of Maintenance and Support Services and the effective date of reinstatement, plus, the annual Maintenance and Support Fees then applicable and commencing upon the effective date of reinstatement.
- 1.2 equivant will provide the following Maintenance and Support Services to the CUSTOMER:
- 1.2.1 Correction of errors or malfunctions of the Software;
  - 1.2.2 Documentation updates via Release Notes, based upon upgrades to Software;
  - 1.2.3 Updates to Software, if any, per Customer request;
  - 1.2.4 Assistance in resolving issues with Software; and
- 1.3 equivant may provide additional services for additional fees that shall also be subject to the terms of this Agreement. No such services shall be provided nor shall the Customer be liable for the cost of any such additional services without prior written authorization from the Customer. These additional services will be provided on a chargeable basis, using standard services rates, to the Customer for actual time, plus travel expense (including cancellation or change fees in connection with travel if CUSTOMER cancels or reschedules services after travel has been booked by equivant). Such services may include but are not limited to:
- 1.3.1 On-site Services as mutually agreed

- 1.3.2 Training the Customer's personnel on the use of the software
- 1.3.3 Services outside of normal support hours
- 1.4 Exceptions.
  - 1.4.1 Inquiries related to interpretation of results or configuration decisions based on CUSTOMER policies and/or procedures are NOT included in the Maintenance and Support Services.
  - 1.4.2 equivant will provide the Maintenance and Support Services only for the most current release and the immediately preceding major release of the Software. equivant may elect to cease supporting a platform upon twelve (12) months' notice to the CUSTOMER. equivant shall have no responsibility under this Agreement to fix any errors in the Software arising out of or related to the following causes: (a) the CUSTOMER's modification or combination of the Software (in whole or in part), (b) use of the Software in an environment other than any hardware and operating system platform which equivant supports for use with the Software ("Supported Environment"); or (c) hardware problems. Any corrections performed by equivant for such errors shall be made, in equivant's reasonable discretion, at equivant's then-current time and material rates.
- 1.5 equivant will provide updates for the Software as and when developed for general release at equivant's sole discretion. The Customer will request the software update to be performed, and will approve the modifications necessary to the active Test/Production environments when an update is required. Each update will consist of a set of files made available electronically and will be accompanied by Documentation (Release Notes) adequate to inform the CUSTOMER of the problems resolved and any significant operational differences resulting there from.
- 1.6 The CUSTOMER is responsible for undertaking the proper supervision, control and management of its use of the Software, including, but not limited to: (a) assuring proper Supported Environment configuration, Software installation and operating methods; and (b) following industry standard procedures for the security of data, accuracy of input and output, and back-up plans, including restart and recovery in the event of hardware or software error or malfunction.



## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of June 1, 2019 (the “Effective Date”) by and between **Northpointe, Inc. d/b/a equivant**, a Delaware Corporation, having its principal place of business at 1764 Forest Ridge Drive, Suite A, Traverse City, MI 49686 (“equivant”) and **Laramie County Treatment Courts**, having its principal place of business at 309 W 20th St., Cheyenne, WY 82001 (Customer).

### 1. SERVICES.

This Agreement shall apply each time Customer engages equivant to provide services. All services provided will be described in an equivant quotation or a mutually agreed upon “Statement of Work” (“SOW”) as applicable (hereinafter referred to as “Services”).

### 2. TERMS

- 2.1 **Requests for Service, Quotes, and Orders.** Customer shall sign and return this agreement for the initial order for Services. All subsequent orders for Services must specify equivant’s quotation (if any), and reference the Services requested and invoice address. All orders are subject to acceptance by equivant.
- 2.2 **Prices.** The prices charged for Services purchased under this Agreement will be equivant’s then current charges for such services or as quoted by equivant. If the Services are being performed on a time and materials basis, any estimates provided by equivant are for planning purposes only.
- 2.3 **Additional Fees; Taxes.** Customer is exempt from sales and use taxes pursuant to Wyo. Stat. Ann. § 39-15-105 as amended.
- 2.4 **Invoicing and Payment.** Customer’s payment terms will be net thirty (30) days from the date of invoice. equivant shall bill Customer by detailed invoice submitted to Laramie County Clerk, Finance Office. No payment shall be made before the last signature is affixed to this Agreement.
- 2.5 **Term.** This Agreement will begin on the effective date stated above and will continue until terminated in accordance with its terms. Each SOW will continue for the term stated therein, unless otherwise terminated pursuant to this Agreement.
- 2.6 **Termination.** Either party may terminate this Agreement by providing at least thirty (30) days prior written notice to the other. Termination of the Agreement will not terminate any outstanding SOWs and the terms of this Agreement will survive such termination to the extent that such terms are incorporated into any outstanding SOWs. Either party may terminate an individual SOW if the other party commits a material breach of such an agreement and the breach is not cured within thirty (30) days of receipt of written notice from the injured party. Termination of one or more SOW will not terminate this Agreement. Upon termination, all rights and obligations of the parties under this Agreement will automatically terminate except for rights of action accruing prior to termination, payment obligations and any obligations that expressly or by implication are intended to survive termination.



### **3. PROPRIETARY RIGHTS**

equivant will retain exclusive ownership in all deliverables created by equivant hereunder and will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed by equivant under this Agreement. equivant will also retain all intellectual property rights with respect to the tools and/or software that equivant uses to deliver the Services. Subject to payment in full for the applicable Services, equivant grants Customer a perpetual, non-exclusive, non-transferable, royalty-free right to use the deliverables solely for Customer's internal use.

### **4. EXPORT; REGULATORY REQUIREMENTS**

Customer acknowledges that the Services sold under this Agreement, which may include technology and software, are subject to the customs and export control laws and regulations of the United States ("U.S.") and may also be subject to the customs and export laws and regulations of the country in which the Services are rendered and/or received. Customer agrees to abide by those laws and regulations. Customer further represents that any software provided by Customer and used as part of the Services contains no encryption or, to the extent that it contains encryption, such software is approved for export without a license. If Customer cannot make the preceding representation, Customer agrees to provide equivant with all of the information needed for equivant to obtain export licenses from the United States government and to provide equivant with such additional assistance as may be necessary to obtain such licenses. Notwithstanding the foregoing, Customer is solely responsible for obtaining any specific licenses relating to the export of software if a license is needed. equivant may also require export certifications from Customer for Customer provided software. equivant's acceptance of any order for Services is contingent upon the issuance of any applicable export license required by the United States Government; equivant is not liable for delays or failure to deliver Services or a product resulting from Customer's failure to obtain such license or to provide such certification.

### **5. CUSTOMER RESPONSIBILITIES**

It is the Customer's responsibility to backup data on Customer's system. EQUIVANT WILL NOT BE RESPONSIBLE FOR LOSS OF OR DAMAGE TO DATA OR LOSS OF USE OF ANY COMPUTER OR NETWORK SYSTEMS. Customer acknowledges that equivant's performance and delivery of the Services are contingent upon: (i) Customer providing safe and hazard-free access to its personnel, facilities, equipment, hardware, software, network and information and (ii) Customer's timely decision-making, notification of relevant issues or information and granting of approvals and/or permission. Customer will promptly obtain and provide to equivant any required licenses, approvals or consents necessary for equivant's performance of the Services. Information disclosed by Customer pursuant to a separate Nondisclosure Agreement ("NDA") signed by both parties will be protected under the terms of the NDA. Customer acknowledges that any information or data disclosed or sent to equivant that is not protected under a separate NDA is not confidential or proprietary to Customer.

### **6. LIMITED WARRANTY & LIMITATION OF LIABILITY**

**6.1 Limited Warranty.** EQUIVANT WARRANTS THAT SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS



# **equivant**

EXPRESSLY STATED IN THE PRECEDING SENTENCE, EQUIVANT MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY RELATING TO THIRD PARTY PRODUCTS OR THIRD PARTY SERVICES; ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING SERVICES; ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES OR THE RESULTS OF ANY RECOMMENDATION EQUIVANT MAY MAKE; AND, ANY IMPLIED WARRANTIES CONCERNING THE PERFORMANCE, MERCHANTABILITY, SUITABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE DELIVERABLES OR OF ANY SYSTEM THAT MAY RESULT FROM THE IMPLEMENTATION OF ANY RECOMMENDATION EQUIVANT MAY PROVIDE.

**6.2 Limitation of Liability.** NEITHER CUSTOMER, EQUIVANT NOR EQUIVANT'S SUBCONTRACTORS WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED BY EQUIVANT EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EQUIVANT SHALL NOT HAVE LIABILITY FOR (I) LOSS OF INCOME, PROFIT, OR SAVINGS, WHETHER DIRECT OR INDIRECT, (II) LOST OR CORRUPTED DATA OR SOFTWARE, OR (III) PRODUCTS NOT BEING AVAILABLE FOR USE. EXCEPT FOR CLAIMS THAT THE SERVICES (EXCLUDING THIRD PARTY PRODUCTS) CAUSED BODILY INJURY (INCLUDING DEATH) DUE TO EQUIVANT'S NEGLIGENCE OR WILLFUL MISCONDUCT, EQUIVANT'S TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY SERVICES PURCHASED PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM DURING THE PRIOR TWELVE MONTH PERIOD.

## **7. INDEMNIFICATION**

equivant agrees to indemnify the Customer from liabilities, claims, or damages for personal injuries, death or damages to tangible property arising from third party claims directly connected from negligent acts or omissions of equivant during the performance of this Agreement.

## **8. MISCELLANEOUS ITEMS**

**8.1 Assignment; Subcontracting.** Unless otherwise provided in the SOW, Customer may not assign this Agreement without the prior written consent of equivant. equivant has the right to hire subcontractors to perform the Services provided that equivant shall remain responsible for the performance of Services under this Agreement, or to assign Services to its affiliates.

**8.2 Entire Agreement; Severability.** This Agreement (6 pages), with attachments (Statement of Work, 12 Pages) is the entire agreement between equivant and Customer with respect to its subject matter and supersedes all prior oral and written understandings, communications or agreements between equivant and Customer. No amendment to or modification of this Agreement, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both

# equivant

parties. If any provision of this Agreement is void or unenforceable, the remainder of this Agreement will remain in full force and will not be terminated.

- 8.3 Independent Contractor.** The parties are independent contractors. Neither party will have any rights, power or authority to act or create an obligation, express or implied, on behalf of another party except as specified in this Agreement.
- 8.4 Force Majeure.** Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.
- 8.5 Dispute Resolution.** The parties will seek a fair and prompt negotiated resolution within ten (10) days of the initial notice of the dispute. If the dispute has not been resolved after such time, the parties will escalate the issue to more senior levels. Nothing herein shall prevent either party from seeking a preliminary or permanent injunction to preserve the status quo or prevent irreparable harm during the negotiation process or diminish the respective rights of the parties to pursue any and all remedies available in law and/or equity at any time.
- 8.6 Notices.** To give notice under this Agreement, the notice must be in writing and sent by postage prepaid first-class mail, receipted courier service, facsimile telecommunication or electronic mail to the address which appears below each party's signature below or to such other address as any party shall specify by notice in writing to the other party and will be effective upon receipt.
- 8.7 Section Headings.** The section headings contained in this Agreement are inserted for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 8.8 Governing Law, Jurisdiction and Language.** The parties mutually understand and agree that this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or subject matter hereof, any suite or proceeding at law or in equity shall be brought in a court of competent jurisdiction in the State of Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to equivant and to Customer in executing this Agreement. This provision is not intended nor shall it be construed to waive Customer's governmental immunity as provided in this Agreement.
- 8.9 Limitation Period.** Neither party may institute any action in any form arising out of this Agreement more than two (2) years after the cause of action has arisen, or in the case of nonpayment, more than two (2) years from the date of last payment.

# equivant

- 8.10 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.
- 8.11 **Additional Services and Expenses.** When Agency requests additional Services, these services will be on a chargeable basis to the Customer for actual time, plus travel expenses.
- 8.12 **Confidentiality.** The parties acknowledge and agree that the Agreement may be treated as a "public record" under the Wyoming Public Records Act. The Customer agrees to notify equivant in the event that the Customer receives a request to disclose the Agreement. The Customer further agrees not to oppose equivant's efforts to maintain confidentiality of the terms of the Agreement..
- 8.13 **Discrimination.** All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.
- 8.14 **ADA Compliance.** All parties agree they will not discriminate against any individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.
- 8.15 **Governmental/Sovereign Immunity.** Customer does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, Customer fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.
- 8.16 **Third Parties.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement and addendum shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.
- 8.17 **Conflict of Interest.** Customer and equivant affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of equivant, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.
- 8.18 **Force Majeure.** Neither party shall be liable to perform under this Agreement and Addendum if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

# equivant

**8.19 Limitation on Payment.** If funds are not allocated and available for the continuance of the services provided by equivant, the Agreement may be terminated by Customer at the end of the period for which funds are available. Customer shall notify equivant at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if Customer knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to Customer in the event this provision is exercised, and Customer shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit Customer to terminate this Agreement in order to acquire similar services from another party.

**8.20 Notices.** All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

**8.21 Compliance with Law.** The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

## 9. SERVICE AGREEMENT PRICING

Project: Northpointe Suite COMPAS Core, Ad-Hoc, and Implementation

	Qty	Unit Price	Total
<b>PROFESSIONAL SERVICES - FIXED FEE</b>			
Implementation Package *includes Travel fees			\$18,745
<b>Subtotal, Professional Services</b>			<b>\$18,745</b>
<b>GRAND TOTAL</b>			<b>\$18,745</b>
Prices do not include any applicable taxes			



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CUSTOMER

Name: Becky Kelderhouse

Name: \_\_\_\_\_

Title: General Manager

Title: \_\_\_\_\_

Signature: *Becky Kelderhouse*

Signature: \_\_\_\_\_

Date: May 10, 2019

Date: \_\_\_\_\_



# eQuivant

## Statement of Work

Laramie County Treatment Courts

November 9, 2018

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## SECTION 1: Getting Started

equivant is pleased to partner with the Laramie County Treatment Courts (Agency). This Statement of Work (SOW) identifies the tasks required to implement this project based on the software and services in the approved Price Proposal and equivant's understanding of all requirements.

equivant will utilize the total number of hours listed within this Statement of Work as needed for any of the estimated activities included herein. Identified hours in the *Work Breakdown Structure* may be moved between tasks as necessary to complete service delivery.

### equivant Responsibilities

Upon execution of the contract, an equivant Project Manager will be assigned. The equivant Operations Division will process the contract and prepare for project launch within two weeks of contract execution, dependent upon equivant service team availability. The equivant Project Manager will coordinate kick-off tasks and assign the equivant project team. Circumstances may necessitate changes to the tasks and/or time estimates, at which time equivant and the Agency will, in good faith, discuss these changes and any potential adjustments in tasks, time or costs per the approved change management process outlined herein.

### Agency Responsibilities

The Agency will identify their internal stakeholders and include all management, end user and IT resources necessary to complete the software installation, configuration and consulting work outlined in this Statement of Work.

The Agency will also be responsible for contacting and/or securing any third party resources required to build/test/implement interfaces to systems beyond the boundary of the Northpointe Suite application; equivant does not schedule or manage any third party resources as part of this project scope. This includes all Agency technical personnel that may be assigned to interface or broker development efforts. equivant will work directly with the Agency's appointed Project Manager for resource coordination when necessary.

Upon contract execution, the Agency will prepare for project launch by coordinating all stakeholders, scheduling the project kick-off call with the equivant PM and reviewing the scope in detail.



## SECTION 2: Work Breakdown Structures

### **WBS 1.0 Professional Services - Project Management**

equivant will provide project management services and oversight to execute a project schedule for the project's requirements, including the management of applicable resources. The equivalent Project Manager (PM) will coordinate equivalent project activities and is the Agency's first communication point for any issues arising during the project.

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

- Host a kickoff conference call between the equivalent team and the Agency to review the services within the Statement of Work and discuss the project schedule.
- Coordination of internal and external project resources and activities to ensure milestones are achieved as planned within the project schedule.
- Serve as the main point of contact for the Agency's Project Manager.
- Monitor project activities within the budget parameters and issue Change Control Requests when activities exceed contracted limits.
- Provide schedule updates for task progress and budget status.

equivant requires that the Agency appoint a Project Manager and identify all required resources that will be assigned on the Agency's Project Team. The Agency's Project Manager will 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 design and implementation purposes.

#### **Change Management Process**

Any change or modification to the SOW, functionality or response of the application will result in a Change Control and will be managed through the Change Management Process. The scope of a project is defined by the SOW. Requests to change the scope of the project by adding or editing requirements will be represented within a specific *Change Control Request* 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 equivalent Project Manager. Joint approval of the *Change Control Request* form is required before work on the change is scheduled and initiated by the equivalent project team.

#### **Risk Assessment and Mitigation Planning**

It is the responsibility of both the Agency and equivalent to monitor and communicate all known risks during the project. Risks are monitored and evaluated for the purpose of proactively addressing any potential delays that could impact the Project Schedule and damage expectations. Therefore, risks are reviewed on a regular basis.

#### ***Deliverables for Project Management Services***

- Up to 25 hours of Project Management services

## **WBS 2.0 Professional Services - Software Installation and Testing**

### **Agency Hosted Software Installation**

The Agency will ensure the proper system infrastructure (server/s) is in place and functional to support the Northpointe Suite software, based upon the equivalent approved *Hardware and Software Requirements*. equivalent will assist the Agency with the Northpointe Suite installation once the Agency has confirmed the setup of their Test environment.

The Agency will perform the software installation on the Agency owned **Test and Production** servers, with assistance from equivalent, as follows:

- The *Test* server will be setup and configured first, upon acceptance of this Statement of Work. Building and utilizing a Test server is a project requirement. The test environment will be used by the project teams for *all* service delivery tasks outlined within this Statement of Work.
  - Third party vendors must also provide access to their own test environment as required for system testing and all related interface testing as defined within this Statement of Work. *equivalent will not execute interface testing within a production environment.*
  - equivalent is not responsible for the setup or configuration of any third party vendors' systems, network access or interface configuration. The Agency assumes all responsibility for ensuring its vendor/s are meeting project requirements.
- The Agency will duplicate its own test environment, including the Agency's software configuration setup, in order to create the *Production* environment (includes both the application and database). The Agency will accomplish this prior to providing *Go Live* approval to equivalent. equivalent cannot schedule resources for *Go Live* until the Production environment has been installed and verified for use by the Agency and its third party JMS vendor.

The Agency will procure and install a web server device and will ensure that the web server/s are ready for software installation. The Agency will also provide the required operating software - including licenses, media, and documentation - for all client machines. equivalent will not be responsible for designing, setting up, configuring or supporting any Agency network infrastructure, security settings or communication protocols.

equivalent may require a remote support connection to the Test and Production environments for technical support during installation. The Agency is responsible for installing all server hardware and resolving any network configuration issues that arise as a result of the server operating system installation in order to connect the server to the Agency's Wide Area Network. The Agency is responsible for working with all third party vendors to ensure that third party systems are configured correctly for communications with the Northpointe Suite.

**Minimum Client Requirements:** Windows 7; Internet Explorer 9, 11 or Chrome; Adobe Reader 9.

**Client Hardware Suggestions:** System hardware should meet or exceed Microsoft minimums for the operating system installed; Graphics card and monitor that will support 1024 by 768 pixels screen resolution. The Agency is responsible for installing and configuring all client-side software.

### **Agency Hosted System Testing**

Within each of the hosted environments, the Agency will conduct a test to validate that the software is installed and will verify:

- The application is accessible via approved browser connection
- The ADMIN user can login successfully
- The creation of: (1) a scale set; and (2) a case plan
- The ability to create and print: (1) an assessment and (2) an Alternative Screening

- The ability to access the Ad Hoc Report Generator module.

#### Software Maintenance, Support & Upgrades

The Agency is responsible for documenting an Upgrade Procedure to follow when equivalent makes new software releases available over time. equivalent releases up to four (4) Northpointe Suite software versions per calendar year. It is recommended that the Agency document the procedure for testing and accepting software upgrades released by equivalent, and for making new versions of the system documentation available to all Agency locations. equivalent will not install a new software release in a Production environment without approval from the Agency.

#### *Deliverable for Software Installation and Testing*

- Up to 12 hours for software installation services:
  - Installation of contracted Software Licenses

### **WBS 3.0 Professional Services – Consulting**

Business and workflow analysis consulting are included in the scope of this project. This effort focuses on the Agency’s business processes and the existing design of daily Agency operations. The equivalent team will review how these process designs impact the *Northpointe Suite* assessment setup and module implementation. In addition, equivalent will assist with selecting which assessment scales are needed for day to day use.

The equivalent team will meet with the Agency to discuss and define the Agency’s internal work processes. The Agency will be required to define organization structure, staff and security rules and detail policy related to decision making. This workflow analysis session will inform the software configuration efforts, and allow the team to identify and find solutions to specific problem areas noted by the Agency.

#### *Deliverables for Consulting Services*

- Up to 8 hours workflow analysis consulting (onsite, back to back session with configuration and training services)

### **WBS 4.0 Professional Services - Software Configuration**

The Northpointe Suite has approximately 400 decision points included in the configuration sections of the software, allowing for custom setup in many areas. equivalent delivers the software with many of the configurable fields pre-populated with common criminal justice default values to simplify the process for new implementations. The configuration support work included in this project provides the Agency with an overview of the configuration options and assists with the key decisions required for Go Live.

Software configuration is primarily the Agency’s responsibility.

equivalent will facilitate configuration setup with the Agency based on licensed software modules. Configuration setup will focus on the assessment scales, key functions and workflow needs as identified during the workflow analysis consulting. Software configuration will assist the Agency through the decision making process on system design to ensure alignment between the software application and the Agency’s business workflow needs.

#### *Deliverables for Software Configuration Support*

- Up to 16 hours of Software Configuration support:
  - 4 hours remote delivery prior to onsite configuration session (via WebEx)

- 8 hours onsite, delivered back to back with consulting delivery
- 4 hours remote delivery post onsite configuration trip (via WebEx).

### **WBS 5.0 Professional Services - Training**

equivant will provide its standard two-day Northpointe Suite Basic Risk/Needs and Ad Hoc reporting software training to the Agency. This training will be performed within the Agency's UAT environment and test data will be incorporated for teaching purposes.

Training services will not be provided by equivant until the Agency's consulting and initial software configuration activities are complete per this Statement of Work.

The equivant training will:

- Provide standard electronic training materials to the Agency for distribution as needed to participants.
- Provide trainees with the basic navigation skills in the Northpointe Suite software.
- Provide guidance for how to translate the COMPAS assessment.
- Guide interpretation of the COMPAS report.
- Guide Interpretation of the assessment informational elements.
- Guide users in navigating the Ad Hoc Report Generator module:
  - Includes building a new report
  - Includes review of the "My Saved Reports" versus software standard reports.

equivant training materials assume all users are familiar with a Windows environment – the equivant training will not include any Windows or remedial computer training. The user training will be conducted in a computer lab setting that is provided by the Agency with each participant and the trainer having a computer terminal with internet access that can access the Northpointe Suite UAT site.

#### ***Deliverables for Training***

- Up to 4 hours of training preparation (remote)
  - Training Manual – 1 electronic copy to be delivered to the Agency prior to the training session
- Up to 12 hours of Northpointe Suite Basic Risk/Needs software and Ad Hoc reporting training (one and a half days onsite, back to back delivery)

### **WBS 6.0 Professional Services – Go Live Support**

As part of planning and preparing for go-live, equivant will conduct one planning meeting with the Agency to assess readiness, and discuss go-live and any cut-over activities. The Agency will also receive Customer Care support information and all Agency information will be set up in the equivant online Portal (Zendesk) prior to Go Live.

When the Agency commences live operations, equivant will schedule one (1) staff to provide remote "go live" assistance for the first three business days of production use of the Software.

#### ***Deliverables for Go Live Support***

- Up to 4 hours of go live support (remote)

**Travel Expenses**

All equivalent travel expenses are included in the Fixed Fee project pricing. Travel charges include all related charges for airfare, lodging and transportation, meals and automobile expenses related to onsite Agency trips. If last minute travel change requests are made by the Agency, the Agency will be responsible for reimbursing equivalent for any related change fees or related expenses.

1 onsite trip is included in the scope of this project.

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

## SECTION 3: Project Pricing

### Pricing Summary

The following table summarizes the Professional Services pricing for this engagement:

PROFESSIONAL SERVICES - FIXED FEE			
Implementation Package * includes Travel Fees			\$18,745
Subtotal, Professional Services			\$18,745
<b>GRAND TOTAL</b>			<b>\$18,745</b>
Prices do not include any applicable taxes			

1. All pricing excludes applicable taxes, which are the responsibility of the Agency.
2. If project is cancelled prior to completion, all effort and travel-related costs expenses through the date of cancellation will be due and payable.

### Payment Milestones

This project is a **fixed fee engagement**. All invoices for services delivered will be issued based upon pre-defined milestones outlined in this section.

Upon milestone completion, equivalent will issue an invoice in the amount assigned for the completed milestone. Invoices will be sent to the Agency per equivalent's monthly billing cycle. Note that one to many milestones may be billed in one billing cycle.

This project will use the following milestone payment schedule:

ID	Milestone Description	Payment Due
1.0	Project Kick-Off Complete	\$4,875
2.0	Software Installation – Test Complete	\$2,340
3.0	Consulting & Config Session Complete	\$6,070
4.0	Training Complete	\$3,120
5.0	Software Configuration Complete	\$1,560
6.0	Production Go Live Complete	\$780
<b>GRAND TOTAL</b>		<b>\$18,745</b>

## SECTION 4: Assumptions

### General Assumptions

1. These services are priced on a fixed fee basis.
2. equivalent'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 equivalent'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 equivalent's Project Manager.
7. Agency will make appropriate technical resources available to equivalent, including but not limited to agency administrators, supervisors, network/IT resources and end users as needed.
8. equivalent 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. equivalent is the only entity that can certify trainers to train others.
10. This Statement of Work includes specific project parameters related to interfaces, training and implementation. For additional services or customizations not included within the Statement of Work. equivalent will provide additional scope statements with work/budget estimates for any other required work elements.
11. Agency and equivalent will agree on scope, services, payment terms, and deliverables for all services prior to the Notice to Proceed.
12. 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.
13. Agency is responsible for all manual data entry and/or data scrubbing related to production data sets.
14. In the event production data is not released to equivalent 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.
15. This Statement of Work is valid for 120 days.

### **Project Management and Risk Factor Assumptions**

16. 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.
17. Any scheduled equivalent resource that is unable to proceed with assigned tasks due to an Agency initiated delay (i.e. Lack of approvals, failure to deliver required elements such as data, design schemas, etc.) may be reassigned to other work within the equivalent queue. equivalent will not provide unlimited resource availability for projects that are not progressing according to the agreed upon Project Schedule. If equivalent resources are reassigned to other projects, the Agency project will be placed *on hold* until additional resources become available.
18. Agency is fully responsible for all integration efforts not described within this Statement of Work.
19. 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 equivalent.
20. If Agency approvals are delayed for more than 10 business days for no clearly defined reason, equivalent will consider the project *on hold* and will invoice for services rendered to that time.

### **Infrastructure Assumptions**

21. Access to all working environments must be made available to the project team throughout the project, including technical test and production environments.
22. System, server, and workstation backups are the responsibility of the Agency. This includes the development and execution of all system backups and disaster recovery programs.
23. Agency personnel assume the responsibility for applying software patches to all functional servers and client hardware.
24. 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.
25. Agency will be responsible for deploying access to the system and for providing all supporting software, hardware, and connectivity to the servers.
26. 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.