

## SECOND AMENDMENT

### TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

between

County of Santa Barbara

and

Northpointe, Inc., doing business in California as equivalent and as Northpointe Software, Inc.

This is the Second Amendment (hereafter referred to as “Second Amendment”) to Agreement, BC 23220 (hereafter Agreement), by and between the County of Santa Barbara (County) and Northpointe, Inc. doing business in California as equivalent and as Northpointe Software (CONTRACTOR) for the provision of risk and need assessment instrument software training, a multi-pronged research study, software subscriptions, maintenance and support services.

**WHEREAS**, County and Contractor desire to amend SECTION 2, “NOTICES” to update Contractor’s address to reflect its current business location;

**WHEREAS**, County and Contractor desire to amend SECTION 4, “TERM” to extend the performance period from the current end date of no later than November 30, 2025 to an end date no later than June 30, 2027, to allow for completion of a multi-prong research study, extend license subscriptions, maintenance, hosting, and add migration support and training services;

**WHEREAS**, County and Contractor desire to amend the Agreement by deleting the existing Statement of Work in its entirety and replacing it with a revised Statement of Work that retains the three-part research study, updates software licensing, maintenance, hosting, and subscriptions, revises the scope of professional training services, adds migration support for COMPAS-R, and authorizes the Chief Probation Officer to make certain changes to the Agreement that will not constitute an amendment to the Agreement.

**WHEREAS**, County and Contractor desire to amend Exhibit B, “PAYMENT ARRANGEMENTS”, Section A, to increase the total contract amount to \$481,275

**WHEREAS**, County and Contractor desire to amend the Agreement by deleting the existing Exhibit B, Attachment B-1, “SCHEDULE OF FEES” in its entirety and replacing it with a revised exhibit to increase the contract total by \$192,023, and the Grand Total to \$481,275 due to services added.

**WHEREAS**, this Second Amendment incorporates the terms and conditions set forth in the Agreement approved by the County of Santa Barbara on, November 28, 2023, BC23220 and the First Amendment to the Agreement approved by the County of Santa Barbara on March 18, 2025.

**NOW, THEREFORE**, this Agreement is amended as follows:

1. Section 2, NOTICES, is amended to update Contractor's address to reflect its current business location and contract managers as follows:

To CONTRACTOR: General Manager  
Northpointe, Inc. d/b/a equivalent  
2014 Champions Gateway  
Suite 301  
Canton, OH 44708

Copy to:  
Taylor Smith  
Contract Manager  
2014 Champions Gateway  
Suite 301  
Canton, OH 44708  
[legal@equivant.com](mailto:legal@equivant.com)

2. Section 4, TERM, is amended to reflect the extended contract period as follows:  
CONTRACTOR shall commence performance on December 1, 2023 and end performance upon completion, but no later than June 30, 2027 unless otherwise directed by COUNTY or unless earlier terminated.
3. EXHIBIT A, STATEMENT OF WORK, is amended in its entirety by removing it and replacing it with a revised Statement of Work that retains the three-part research study subsection (II), updates software licensing, maintenance, hosting, and subscriptions subsection (III) , revises the scope of professional training services subsection (I), retains the terms and conditions previously subsection (IV) and now subsection (V), adds migration support for COMPAS-R in subsection (IV) , and authorizes the Chief Probation Officer to make certain changes to the Agreement that will not constitute an amendment to the Agreement in section (VI) as follows:
  - I. CONTRACTOR shall provide professional training services related to its Northpointe Suite Software to COUNTY during the term of the Agreement to include the following:
    - a. CONTRACTOR shall create a customized curriculum and training materials for COUNTY that is aligned with current COUNTY workflow and its use of CONTRACTOR's Correctional Offender Management Profiling for Alternative Sanctions (COMPAS) and COMPAS-Revised (COMPAS-R) risk and need assessment instrument.
    - b. CONTRACTOR shall provide COUNTY staff with up to six (6) onsite COMPAS/COMPAS-R training days, eight (8) hours per day, delivered over two onsite visits. Each visit will include multiple consecutive training days.
    - c. CONTRACTOR shall provide COUNTY remote COMPAS-R training sessions, delivered in 2- or 4-hour increments, not to exceed a total of 24 hours.
    - d. CONTRACTOR shall provide electronic materials to COUNTY no less than 14 days prior to scheduled onsite trainings for COUNTY's review and distribution to training participants.
  - II. CONTRACTOR shall provide COUNTY a 3-part research study during the term of the Agreement to include the following:

- a. CONTRACTOR shall provide COUNTY with a 'Need Scales COMPAS Core Norm' analysis to examine distribution for each scale in COUNTY data and compare the distribution to that of the default COMPAS norm group.
- b. CONTRACTOR shall provide COUNTY with a COMPAS and COMPAS-R Core GRRS Correlation analysis. This analysis will give an estimate of how well the COMPAS GRRS and COMPAS-R Summative GRRS correlate in the data.
- c. CONTRACTOR shall provide COUNTY with a 'Need Scales COMPAS and COMPAS-R Core Comparison' analysis to compare the results from the COMPAS Core Norm to the COMPAS-R to determine if the COUNTY would have better predictive ability.
- d. CONTRACTOR shall provide COUNTY with findings on the extent the COMPAS vs. COMPAS-R distinguishes recidivists from non-recidivists and which tool improves predictive validity for COUNTY including clinical utility and discrimination ability.
- e. CONTRACTOR shall be responsible for all required data extraction from CONTRACTOR hosted database and provide quality assurance review of COUNTY data.
- f. CONTRACTOR shall provide COUNTY a report of how COUNTY 'Need Assessment COMPAS Core Norm' scales are performing to include, if any, cut points that need to be adjusted and provide recommendations for adjustments by gender, race, ethnicity, if appropriate;
- g. CONTRACTOR shall provide COUNTY documentation of how well the COMPAS-R performs in comparison to the COMPAS.
- h. CONTRACTOR shall obtain criminal arrest records from the Department of Justice and shall create a mechanism for parsing those records to answer the COMPAS item: "How many times has this person been sentenced to jail for 30 days or more as an adult?". CONTRACTOR shall parse the criminal arrest records one-time and only for this one COMPAS item, and shall provide a statistical summary to COUNTY of COMPAS assessment scores before and after parsing.

- III. CONTRACTOR shall provide its Northpointe Suite Software including license, maintenance, and hosting during the term of the Agreement to include the following:
- a. 95 Annual NPS Assessment Plan: COMPAS/COMPAS-R subscriptions
  - b. Annual Software Maintenance and Support
  - c. 5 Northpointe Quality Assurance subscriptions
  - d. Annual Hosting on a dedicated server

- IV. CONTRACTOR shall provide COUNTY remote support for COMPAS-R migration. Migration support shall only be utilized if the research study demonstrates that the revised tool provides increased predictive validity compared to the existing tool. Support services to include the following:
- a. Present configuration options to COUNTY and finalize settings in no more than three COMPAS-R agency-specific assessments.
  - b. Migrate COUNTY's standard COMPAS assessment to COMPAS-R
  - c. Customize COUNTY tool tips for each assessment
  - d. Provide consultation on assessment best practices delivered by a CONTRACTOR subject-matter expert and/or representative from the CONTRACTOR's Research Department.
  - e. Deliver documentation including a user-guide for end-users and an agency-specific training curriculum for use during COMPAS-R remote training sessions.

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

a. LICENSE AND USE

- i. License. Subject to the terms and conditions of this Agreement, including without limitation the COUNTY's payment of all applicable annual License, Maintenance, and Hosting Fees (as defined in Attachment B-1), CONTRACTOR hereby grants to the COUNTY and the COUNTY hereby accepts from CONTRACTOR a nonexclusive, nontransferable license, during the Term without the right to grant sublicenses, to use the Software, in executable code form only, for the number of users for which the COUNTY has paid the applicable annual License Fees, in accordance with this Agreement, the user manuals provided to the COUNTY with the Software in either electronic, online help files or hard copy format ("Documentation") and with the limitations set forth in Exhibit B-1, if any, solely for the COUNTY's internal business purposes.
- ii. Restrictions. The COUNTY acknowledges that the Software and the structure, organization, and source code thereof constitute valuable trade secrets of CONTRACTOR. Accordingly, except as expressly permitted in Section i. above or as otherwise authorized by CONTRACTOR in writing, the COUNTY 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 i. above. The COUNTY may make one (1) copy of the Software solely as necessary for archival or backup purposes.
- iii. Additional Materials. Unless otherwise expressly agreed to by the parties, the COUNTY shall provide and obtain for itself all hardware, software, services and technology necessary to operate the Software not owned or provided by CONTRACTOR.

b. SUPPORT; TRAINING; ADDITIONAL SERVICES

- i. Support. CONTRACTOR, or its agents, shall provide support services as described in this Exhibit A "Statement of Work" for the Software.
- ii. Training. CONTRACTOR will provide the COUNTY with training services related to the Software as described in this Exhibit A section I. Only COUNTY personnel trained by CONTRACTOR or otherwise certified by CONTRACTOR are authorized to train others within the COUNTY 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 COUNTY under this Agreement, CONTRACTOR will not be liable for the COUNTY's use of the Software or any information obtained thereby, including any use that may be in violation of any laws or regulations.
- iii. Hosting. CONTRACTOR will provide the COUNTY with those hosting services described on Exhibit A section IV(e), if any ("Hosted Services"). The COUNTY

will pay CONTRACTOR the fees set forth on Exhibit B-1 for any such Hosted Services. Hosting fees are annual fees that are payable in advance for each contract year as described on Exhibit B-1.

c. WARRANTY

- i. Limited Warranty. CONTRACTOR warrants for a period of ninety (90) days following the date of delivery of the Software to COUNTY that the Software will substantially operate according to the specifications set forth in the User Guide Documentation. If it is determined by COUNTY that the Software does not substantially operate according to such specifications, subject to the terms of this subsection c(i), CONTRACTOR shall 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. COUNTY shall report all errors or other defects in the Software to CONTRACTOR immediately upon their discovery. It is acknowledged that the Software is inherently complex and may contain errors and CONTRACTOR cannot and does not guarantee to correct all such errors. The remedies set forth in this Section c. constitute COUNTY's sole and exclusive remedy for breach of this Warranty. The Software contains third party assessments for use by the COUNTY. CONTRACTOR 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 COUNTY acknowledges that no representations have been made.
- ii. No other Warranties. CONTRACTOR 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 COUNTY under this agreement, including support. CONTRACTOR 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.

d. SUPPORT SERVICES

- i. CONTRACTOR, or its agents, shall provide support services as described in this Exhibit A section IV(d) for the Software. The COUNTY will have access to CONTRACTOR's support services during normal business hours (8:00 A.M. - 5:00 P.M., E.S.T.), Monday through Friday, excluding published holidays ("Support Hours"). The initial term for the provision of Support Services will be concurrent with the term of the CONTRACTOR license as set forth in the Agreement, unless the Agreement is terminated in accordance with its terms.
- ii. CONTRACTOR will provide the following Support Services to the COUNTY:
  1. Correction of confirmed defects in the Software, based upon deviations from documented software functionality in accordance with Exhibit A section IV subsection (c) (i);
  2. Documentation updates via published Release Notes;
  3. Assistance in resolving issues with Software.
- iii. Response Times and Availability. The Customer Care Department is the primary means of communication between the COUNTY and CONTRACTOR regarding all CONTRACTOR software issues. Customer Care provides the most efficient means to track, manage, and resolve all CONTRACTOR software issues. The following table provides information on CONTRACTOR's categorization of issues.

Priority	Criteria
<p><b><u>Urgent</u></b> Extremely Severe Business Impact</p>	<p>Issue results in broad disruption or degradation of production environment services (not caused by the COUNTY's hardware or environment) causing a severe business impact to the COUNTY, and for which no acceptable workaround exists, including where:</p> <ul style="list-style-type: none"> <li>- A core business function is prevented from being carried out; or</li> <li>- An issue results in a disruption or degradation for multiple core business functions that affect one or more of the COUNTY's business groups.</li> </ul>
<p><b><u>High Serious Business Impact</u></b></p>	<p>An error or Software issue related to a core system or business function that causes a serious business impact to the COUNTY by impeding the normal intended use of the software but allowing processing to continue in a restricted manner, and for which there is no known system</p>
<p><b><u>Normal Moderate Business Impact</u></b></p>	<p>A software operational error related to a core system or business function that causes a moderate to low business impact to the COUNTY but does not cause a serious impediment to the normal intended use of the software, and for which a system workaround may exist; or questions about how to use the application.</p>
<p><b><u>Low Little or No Business Impact</u></b></p>	<p>System functionality is largely correct except for minor, display or cosmetic errors with non-core functions of the software that causes little or no business impact to the COUNTY. Includes requests for documentation changes or corrections.</p>

1. Response Time. CONTRACTOR will respond as quickly as possible to each request, but uses the response time targets for Average First Reply Time, during the defined hours of operation, provided in the table below. First Reply Time is defined as the time it takes an CONTRACTOR Customer Care Agent to respond to COUNTY's request for assistance.

	Average First Reply Time Target	Average Resolution Time Target
Urgent	1 hour	As soon as possible, but no more than 24 hours
High	8 business hours	48 hours (not including development or release time)
Normal	2 business days	5 business days (not including development or release time)
Low	2 business days	Mutually agreed time or scheduled for future release

2. Resolution Time. Resolution time will vary depending on the severity and complexity of the reported problem. Resolution time is defined as the time it takes CONTRACTOR to sufficiently remedy the problem or return the system to operational status. Resolution may mean that a temporary fix has been provided to correct a problem until a permanent solution can be delivered. Average Resolution Time targets are provided in the table above. Elapsed time for development effort is not included in Resolution time.
- iv. Exceptions.
    1. Inquiries related to interpretation of results or configuration decisions based on COUNTY policies and/or procedures are NOT included in the Support Services.
    2. CONTRACTOR will provide the Support Services only for the most current release and the immediately preceding major release of the Software. CONTRACTOR may elect to cease supporting a platform upon twelve (12) months' notice to the COUNTY. CONTRACTOR 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 COUNTY'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 CONTRACTOR supports for use with the Software ("Supported Environment"); (c) hardware problems; or (d) any force majeure event or cause beyond the reasonable control of CONTRACTOR.
  - v. CONTRACTOR will provide updates for the Software as and when developed for general release at CONTRACTOR's sole discretion.
    1. CONTRACTOR hosted: COUNTY 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. CONTRACTOR will perform the software update within its hosted environment upon approval. Documentation (Northpointe Suite Release Notes) will be made available to inform the COUNTY of software modifications.
    2. On-premise hosted: COUNTY will request the software update to be performed. CONTRACTOR will build the software installation package necessary to update the COUNTY's active Test/Production environments. Each update will consist of a set of files made available electronically and will be accompanied by Documentation (Northpointe Suite Release Notes) adequate to inform the COUNTY of software modifications. The COUNTY will be responsible for performing all on-premise software updates.
  - vi. The COUNTY 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 data inputs and outputs, and back-up plans, including restart and recovery in the event of hardware or software error or malfunction.
- e. HOSTING SERVICES

i. CONTRACTOR utilizes the Amazon Web Services (AWS) GovCloud platform for all hosted services. The general scope of services addressed by this Exhibit A “Statement of Work” section IV(e) 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.

*Amazon Web Services Service Level Agreement (SLA)*

AWS GovCloud platform is the hosting provider for CONTRACTOR’s hosting services. AWS provides secured data centers within the United States, server hardware, scheduled maintenance services, replication options, back-up utilities and service utilities needed for monitoring and penetration testing.

AWS will use commercially reasonable efforts to make the services available for each AWS region with a Monthly Uptime Percentage of at least 99.99%. This Service Commitment stipulates that major routing devices within the AWS operated data center and internal network are reachable from the United States internet 99.99% of the time. AWS’s hosting SLA includes exclusions for scheduled maintenance, malicious attacks, and legal actions that may impact network uptime.

*Amazon SLA Exclusions*

The Service Commitment does not apply to any unavailability, suspension or termination an included service, or any other service performance issues: (i) caused by factors outside of Amazon’s reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of the applicable Included service; (ii) that result from any actions or inactions of COUNTY or any third party, including failure to acknowledge a recovery volume; (iii) that result from COUNTY’S equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Amazon’s direct control); or (iv) arising from our suspension or termination of COUNTY’S right to use the applicable service in accordance with this Agreement. If availability is impacted by factors other than those used in Amazon’s Monthly Uptime Percentage calculation, then Amazon may issue a service credit considering such factors at their discretion.

- ii. CONTRACTOR’s Scope of Hosting Services. All of the services, functions, processes, and activities described below will be collectively described as the “Hosting Services” for purposes of this Exhibit A section IV(e)(I)-(IV).
1. Application. Application refers to the COUNTY’S Northpointe Suite Software licensed from CONTRACTOR pursuant to the Software License described in section IV(a). The Application is hosted by CONTRACTOR pursuant to this Exhibit A section IV(e).
  2. Support Software. Support Software includes the operating system, utilities, database software, monitoring services and necessary licenses required to operate the Application and is provided by CONTRACTOR as part of the scope.

- a. Monitoring includes Maintenance and Performance monitors on bandwidth access (connectivity), server up time and processing stability, unauthorized access, and back door attacks.
3. Backups. The Production Database will be backed up as outlined here:
  - a. Full back-up of Production and Test database files executed each Sunday: 10:00 PM EST
  - b. Differential back-up of Production and Test database files executed nightly at 10:00PM EST
  - c. Transaction log back-up of Production database files executed every 5 minutes. (Test databases are not configured for full transaction logs.)
  - d. Backups are physically stored in the assigned AWS data center.
  - e. Backup files are retained for 14 calendar days.
  - f. An image of all data and backup drives are securely transferred daily at 6:00AM EST to an encrypted storage volume located in a second storage location within the assigned data center.
  - g. All backup files are stored electronically, on approved servers. No other media is used to backup, store, or secure offsite backups.
4. Maintenance Schedule
  - a. Maintenance is scheduled and delivered by CONTRACTOR technical engineers. Maintenance refers to the maintaining all CONTRACTOR host servers that house application software and databases. Hosted servers may not be available to the COUNTY during regularly scheduled maintenance windows; maintenance activities are mandatory. The CONTRACTOR maintenance schedule is set as follows:
    - i. The first Sunday of every month from 9PM to 12PM EST (*Windows and Security Updates*)
    - ii. Hours of System Operations. The Application will be accessible and available to the COUNTY 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. CONTRACTOR will not be responsible for inaccessibility arising from communications problems occurring anywhere beyond the CONTRACTOR production server side of the router resident at the AWS data center.
    - iii. Compliance Status. AWS GovCloud platform (U.S.) allows customers at the state, local and federal level to adhere to ITAR, FedRamp/FISMA High and DoD SRG impact levels 2, 4 and 5. All AWS published compliancy certifications can be referenced directly at: <https://aws.amazon.com/compliance/programs/>
  - iii. The COUNTY is responsible for:
    1. Assigning a primary and alternate COUNTY representative to coordinate all communications and activities related to CONTRACTOR's hosting services. These representatives should be authorized decision-makers with appropriate technical capabilities.

2. Providing user identification data and determining the appropriate security profile for each user account within the software application. COUNTY will control security at the Application level within all hosted environments.
3. All printing activities. No print job will print at the data center and all physical printing requirements will be handled by the COUNTY. This includes the purchase and installation of printers at COUNTY's sites for the Application being utilized as defined in the Statement of Work.
4. Installing, operating and maintaining all workstation software (and COUNTY's Local Area Network (LAN), existing data communications configuration, hardware, or software required at the COUNTY's site) except as otherwise stipulated in the Statement Work.  
CONTRACTOR's network and network responsibility includes the data center hardware configuration (servers, routers) to the boundary of the COUNTY network. Internet bandwidth and uptime from the COUNTY'S entry point (physical location/s) is the responsibility of the COUNTY.
5. Requesting and scheduling all software release upgrades with CONTRACTOR's technical staff. This must be performed a minimum of once per contract year in order to maintain compliance with CONTRACTOR's standard software support agreement.
6. Testing application upgrades and/or application fixes applied by CONTRACTOR to Applications used by COUNTY. COUNTY will test all software release updates and fixes prior to their introduction to the CUSTOMER's Production environment within a mutually agreed upon time frame. Approval to alter the hosted test and production environments is required by the COUNTY.

iv. The following pertains to all CUSTOMER systems hosted by CONTRACTOR:

1. **Confidentiality, Integrity, Availability (CIA).** CONTRACTOR shall protect the Confidentiality, Integrity, and Availability (CIA) of all COUNTY Data ensuring extra levels of security. All COUNTY information must remain private and permit redaction of protected information before publication. Audit trails cannot be altered.
2. **Breach Notification.** CONTRACTOR agrees that upon discovery of unauthorized access to COUNTY Data, CONTRACTOR shall notify COUNTY both orally and in writing. In no event shall the notification be made more than forty-eight (48) hours after CONTRACTOR knows unauthorized access has or may have occurred. In the event of an unauthorized access, CONTRACTOR agrees to reasonably coordinate with COUNTY to investigate the occurrence.
3. **Data .** All COUNTY data will remain in the 48 contiguous states at all times.

VI. CONTRACTOR and COUNTY agree that mutually agreed upon written changes to the agreement including authorizing additional services, amending program staffing requirements, amending service locations, and adding program goals, outcomes, and measures and reallocation of funds between funding sources may be authorized by the Chief Probation Officer or designee in writing and will not constitute an amendment to this agreement. CONTRACTOR and COUNTY agree that line-item budget changes to Attachment B-1 of the Agreement in an amount not to exceed 10% of the stated line-item budgeted amounts for each service may be authorized by the Chief Probation Officer or designee in writing and will not constitute an amendment to this agreement.

4. Section A of EXHIBIT B, "PAYMENT ARRANGEMENTS", is amended in its entirety as follows:

A. For Contractor services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$481,275.

5. EXHIBIT B, Attachment B-1, Schedule of Fees, is amended in its entirety by deleting the existing Exhibit B, Attachment B-1, and replacing it with a revised exhibit to incorporate the added services and costs for years three and four as follows:

**Amended Attachment B-1  
Schedule of Fees**

Professional Services, Training, Subscriptions, Maintenance & Support, Hosting

Beginning: 12/1/2023  
Ending: 6/30/2027

AGENCY: County of Santa Barbara  
PI: Chris Kamin

Expense Categories	Year 1 (12/1/2023- 11/30/2024)	Year 2 (12/1/2024- 11/30/2025)	Year 3 (12/1/2025- 11/30/2026)	Year 4 (12/01/2026- 6/30/2027)
<b>Annual License, Maintenance, and Hosting Fees</b>				
98 Annual COMPAS Core Risk/Needs with Non-Compliance Tool License	\$38,710	\$41,420		
5 Annual Ad Hoc Licenses	\$1,185	\$1,268		
Annual Software Maintenance and Support	\$8,777	\$9,391		
Northpointe Quality Assurance (5 user subscriptions)	\$1,929	\$2,025		
Annual Hosting Fee	\$11,291	\$12,081		
95 Annual NPS Assessment Plan: COMPAS/COMPAS-R subscriptions, including Maintenance and Support(\$750/license)			\$71,250	\$43,641
5 Northpointe Suite Quality Assurance Subscriptions			\$5,000	\$3,063
Annual Hosting – Amazon GovCloud Dedicated Server			\$12,685	\$7,769
<b>Subtotal Annual License, Maintenance and Hosting Fees<sup>1</sup></b>	<b><u>\$61,892</u></b>	<b><u>\$66,185</u></b>	<b><u>\$88,935</u></b>	<b><u>\$54,473</u></b>
<b>Training Services<sup>2</sup></b>				

Onsite 'Introduction to COMPAS' training (includes travel costs) per 12-hour class	\$18,600	\$18,600		
Onsite 'COMPAS Refresher' training (includes travel costs) per 12-hour class	\$18,600	\$18,600		
Onsite COMPAS/COMPAS-R Training (Four [4] training days, eight [8] hours per day; one [1] trip — includes travel costs)			\$14,160	
Onsite COMPAS/COMPAS-R Training (Two [2] training days, eight [8] hours per day; one [1] trip — includes travel costs)				\$8,830
Remote COMPAS-R training (2 or 4 hour sessions) not to exceed 24 hours				\$10,865
<b>Subtotal Training Services</b>	<b><u>\$37,200</u></b>	<b><u>\$37,200</u></b>	<b><u>\$14,160</u></b>	<b><u>\$19,695</u></b>
<b>3 Part Research Study</b>				
3 Part Research Study Kickoff	\$23,985			
3 Part Research Study Data Extract Complete	\$15,990			
3 Part Research Study Report Delivery	\$31,980			
3 Part Study Report Presentation	\$7,995			
COMPAS one-item parsing and statistical summary		\$6,825		
<b>Subtotal 3 Part Research Study</b>	<b><u>\$79,950</u></b>	<b><u>\$6,825</u></b>		
<b>Remote COMPAS-R Migration Support</b>				
Remote COMPAS-R software configuration			\$3,280	
Remote consultation not to exceed 40 hours on local conversion to the COMPAS-R			\$8,200	
Agency-specific user guide and COMPAS-R training curriculum			\$3,280	

<b>Subtotal Remote COMPAS-R Migration Support</b> * Fees to be paid only if services are utilized per Section IV of the Scope of Work.			<b><u>\$14,760</u></b>	
<b>Total Annual</b>	<b>\$179,042</b>	<b>\$110,210</b>	<b>\$117,855</b>	<b>\$74,168</b>
<b>GRAND TOTAL</b>	<b>\$ 481,275</b>			

1. Annual license, maintenance, and hosting fees are billed annually, in advance and are non-refundable.
2. Training and Research Study Services are billed at the end of the month in which the services were delivered.

4. Ratifications. The terms and provisions set forth in this Second Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and Exhibit(s). The terms and provisions of the Agreement, as expressly modified and superseded by this Second Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.
5. Counterparts. This Second Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

**IN WITNESS WHEREOF**, the parties have executed this Second Amendment to the Agreement for services of Independent Contractor between County of Santa Barbara and Northpointe, Inc. doing business in California as equivalent to be effective on the date executed by COUNTY.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: \_\_\_\_\_  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Laura Capps, Chair  
Board of Supervisors

Date \_\_\_\_\_

**RECOMMENDED FOR APPROVAL: PROBATION**

By:  \_\_\_\_\_  
Holly L. Benton, Chief  
Department Head

**CONTRACTOR:**

**equivalent**

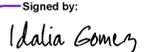
By:  \_\_\_\_\_  
Authorized Representative

Name Patrick Laney

Title General Manager

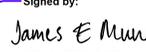
**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By:  \_\_\_\_\_  
Deputy County Counsel

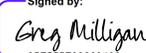
**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By:  \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

Gregory Milligan, ARM  
Risk Manager

By:  \_\_\_\_\_  
Risk Management