

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Northwoods Consulting Partners, Inc.

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: access to the Traverse software for a content collection and case discovery system that is integrated with case data for Family & Children's and Adult & Aging Services.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 1,353,480.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from December 10, 2022 to December 9, 2025, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 ~~The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.~~ Refer to Exhibit H

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: See page 11(a) for a list of Exhibits

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5.0 PERFORMANCE STANDARDS:


- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR’s agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

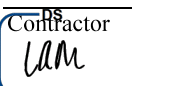
6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

TERMINATION: Refer to Exhibit H

- 7.01 ~~During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.~~





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7.02 ~~The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.~~

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

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INDEMNIFICATION: Refer to Exhibit H

~~CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.~~

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

Agreement Under \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers’ Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer’s Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers’ compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail

coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Lori A. Medina, Director	Nick Patel, Chief Financial Officer
Name and Title	Name and Title
1000 S. Main St., Suite 301, Salinas, CA 93901	5200 Rings Road, Dublin, OH, 43017
Address	Address
831-755-4430	614-266-4017
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 Counterparts.

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 Form: Delivery by E-Mail or Facsimile.

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

Northwoods Consulting Partners, Inc.

By:

Contracts/Purchasing Officer

Contractor/Business Name *

Date:

DocuSigned by:
Lori L. Medina
Department Head (if applicable)
11/30/2022 | 12:34 PM PST

By:

DocuSigned by:

(Signature of Chair, President, or Vice-President)

Name and Title

Date: 10/28/2022 | 7:53 AM PDT

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By:

DocuSigned by:
Anne Brenton
County Counsel

By:

DocuSigned by:
Nick Patel
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Name and Title

Date: 10/28/2022 | 12:37 PM CDT

Date: 10/31/2022 | 1:22 PM PDT

Approved as to Fiscal Provisions

By:

DocuSigned by:
Jennifer Forsyth
Auditor/Controller

Date: 11/1/2022 | 11:30 AM PDT

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By:

Risk Management

Date:

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

Northwoods Consulting Partners, Inc.
5010-278

LIST OF EXHIBITS

Northwoods Consulting Partners, Inc.

Exhibit A	Additional Terms
Exhibit B	Terms of Service
Exhibit C	Ongoing Support
Exhibit D	Service Level Agreement
Exhibit E	Scope of Work
Exhibit F	Quote
Exhibit G	Payment Terms
Exhibit H	Modifications to Standard Agreement



Additional Terms

1. Definitions. As used in this Agreement, the following definitions apply to capitalized terms:
 - a) "Aggregate/Anonymous Data" means: (i) data generated by aggregating County Data with other data so that the results are non-personally identifiable with respect to County or County customers; and (ii) anonymous learning, logs, and data regarding the use of the Services.
 - b) "Charges" means the amounts to be paid by County for the right to use the Software, for Services provided to County, and for hardware or other Third Party Products under the terms of this Agreement. The Charges are described in Exhibit and the payment schedule for these Charges are defined in Exhibit.
 - c) "Documentation" means Northwoods' electronic user guides, documentation, and help and training materials, as updated from time to time.
 - d) "Northwoods Software" means the Compass®, Traverse®, or other proprietary Northwoods-branded, computer programs, in object code form, and their associated documentation. Exhibit lists separately the various modules and quantities (where applicable) of Northwoods Software made available to County and Exhibit contains the terms of use applicable to the Northwoods Software.
 - e) "Service Level Agreement" or "SLA" defines the terms under which Northwoods will offer the Services, as defined in Exhibit.
 - f) "Services" means the Software and professional services that are ordered by and paid by County.
 - g) "Software" means collectively Northwoods Software and any Third Party Products.
 - h) "Statement of Work" means the detailed work plan for the initial implementation, attached hereto as Exhibit.
 - i) "Support Services" means the maintenance and support services to be provided by Northwoods in accordance with Exhibit.
 - j) "Third Party Products" means any product or software program acquired by Northwoods from an outside vendor on County's behalf under the terms of this Agreement. Exhibit lists separately the various Third Party Products made available to County.
 - k) "County Data" means electronic data and information submitted by County or for County to the Services or collected and processed by or for County using the Services.
 - l) "County Database" means a collection of data records that are maintained as a single logical area that is used, accessed, or acted upon by County.
2. County acknowledges and understands that the output of Northwoods Software is not intended to replace human discretion, decision-making or research, but is to be used as a guidance tool only. For avoidance of doubt, Traverse is a commercially available, proprietary software product, owned exclusively by Northwoods and is being provided to County as a service. Therefore, Traverse is not an "original computer program" produced in the course of or under this Agreement.
3. Ownership.
 - a) Aggregate/Anonymous Data. County agrees that Northwoods will have the right to generate Aggregate/Anonymous Data.
 - b) Notwithstanding anything to the contrary herein, the Parties agree that Northwoods may use Aggregate/Anonymous Data ONLY for the business purpose of developing and improving Northwoods' Traverse products and related services to the Traverse application during or after the term of this Agreement. Example: Northwoods may use this data to perform Supervisory training of Machine learning algorithms and improving AI components of Traverse.
 - c) Northwoods may NOT use the County's Aggregate/ Anonymous Data or Demographic information to create, sell and or freely distribute reports or other materials to third parties or other entities, educational organizations, foundations, affiliates, agents, and entity partners that Northwoods may have ownership or marketing alliances or current and prospective business partners.
 - d) Northwoods will not distribute Aggregate/Anonymous Data in a manner that personally identifies the County or County's customers.
 - e) County's Aggregate/Anonymous Data collected may be transferred in connection with a business transition - for example, if Northwoods merges with another entity, is acquired by another entity, or sells a portion of its assets, however, the restriction on Aggregate/ Anonymous data usage will continue to be in effect.



4. Feedback. If County elects to provide any feedback, suggestions, comments, improvements, ideas, or other information to Northwoods regarding the Service(s) ("Feedback"), County acknowledges that the Feedback is not confidential, and County authorizes Northwoods to use that Feedback without restriction and without payment to County. Accordingly, County hereby grant to Northwoods a nonexclusive, royalty-free, fully-paid, perpetual, irrevocable, transferable, and fully sublicensable right to use the Feedback in any manner and for any purpose. Northwoods acknowledges and agrees that County makes no representations or warranties regarding feedback, including County's right, if any, to grant the foregoing license. Feedback is provided by County as-is without warranties of any kind, and any feedback used by Northwood will be used at Northwoods sole risk and liability.
5. Privacy. County is aware and agree that Northwoods may, as part of the normal operation and support of the Services, collect information related to the use of the Services, through tracking and other technologies. Northwoods does so to gather usage statistics and information about the effectiveness of our Services for the purpose of improving user experience.
6. Publicity. County authorizes Northwoods to identify County as a client, and to use County's name and logo in any of Northwoods' advertising copy, promotional material, and/or press releases, but only if Northwoods gives County advance notice thereof and County agrees in advance as to the content and planned usage of such materials.
7. Limited Warranty.
 - a) Northwoods warrants the Software will substantially conform in all material respects with the applicable Documentation. Northwoods will correct any problems or defects in accordance with the Support Services provisions set forth in Exhibit .
 - b) Northwoods further represents and warrants that it has all rights required to provide the Services to County and that to the best of Northwoods' knowledge neither the Software nor the Services infringe upon or violate the United States patent rights of any third party or the copyright or trade secret rights of any third party.
 - c) If any modifications, additions, or alterations of any kind or nature are made to the Software by County or anyone acting with County consent or under County direction, all warranties will immediately terminate.
 - d) NORTHWOODS HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, WHETHER IN RELATION TO THE SOFTWARE, HARDWARE, OR THE PROVISION OF ANY SERVICES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY TRADE USAGE OR COURSE OF DEALING.
8. Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNTS PAID BY COUNTY HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY COUNTY HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. NEITHER PARTY IS LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, LOST REVENUE, OR LOSS OF REPUTATION OR GOODWILL, WHETHER BASED ON BREACH OF CONTRACT, TORT, PRODUCT LIABILITY, OR OTHERWISE, EVEN IF AP ARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGE. NOTWITHSTANDING THE FOREGOING, THE LIMITATION OF LIABILITY IN THIS SECTION 11 WILL NOT LIMIT LIABILITY FOR INDEMNITY OBLIGATIONS AND CONFIDENTIALITY CLAIMS BROUGHT UNDER THIS AGREEMENT.
9. Security Controls PII Data: Northwoods agrees to be bound by confidentiality and information security controls that govern the protection and safe storage of PII Data as it is uploaded or entered in the system. These technical/policy security controls are published by different organizations including but not limited to, California Department of Human Services (DHCS), California Department of Social Services (CDSS), Social Security Administration (SSA), U.S. Department of Agriculture (USDA), and the California Department of Justice and policy standards/frameworks such as those described in the Health Insurance Portability and Accountability Act (HIPAA), the California Statewide Information Management Manual and or Federal Technical System Security Requirements. From time to time, during the term of this agreement the County may request the additional compliance of new technical requirements and controls in order to meet Federal, State laws and regulations that govern and protect



PII/CWSCMS/CMIPS Client Data. The County will communicate any new applicable security controls being requested by State/Federal entities within 30 days of being notified, and the Contractor shall in good faith effort work with County on a plan for compliance.

10. Data Breach:

- a) Northwoods shall perform bi-annual security/vulnerability tests/scans of the application and AWS environment and mitigate any issues found promptly. Northwoods agrees to take reasonable steps to ensure that County's information is kept in a private confidentially secure manner, including but not limited to auditing and verifying that AWS S3 containers containing County data under Northwoods control are not publicly accessible and are secured according to industry standards.
- b) Northwoods agrees to utilize AWS regions in the United States and agrees not to host any County data outside of the United States This includes assuring that only staff that are residents or citizens of the US have access to the County's Data.
- c) Northwoods agrees to use industry accepted tools and services to ensure the security of the Traverse environment including, but not limited to, National Vulnerability Database, vulnerabilities published by the Software vendors (Adobe, Oracle, Java, Microsoft, etc.) and take appropriate controls to limit or reduce Security risks.
- d) Northwoods on a yearly basis shall provide assurances to County that security vulnerability tests/scans, server OS patches, MongoDB patches, Microsoft SQL patches, and any other 3rd party software patches have been applied. The notification shall include the number of high-risk vulnerabilities identified that were not remediated and any risk mitigation steps taken.
- e) Northwoods shall notify the county in writing after the discovery of any successful unauthorized computer intrusion attack that results in a suspected "Data Security Breach" as defined by California Civil code as expediently as possible and without unreasonable delay, consistent with the legitimate needs of law enforcement via email to the following email address security@Co.monterey.ca.us and 501-InformationSecurity@Co.monterey.ca.us. The notification shall, at the least, include date/time of attack, IP addresses involved (if known), number of data records involved, attack vector, and mitigation strategies deployed, police or FBI-ic3 report numbers (if reported) and the contact information for Northwood's security team or incident management team for further follow up by county personnel.

11. Data Availability. Upon receipt of a termination notice and within ninety (90) days of the date of termination of this Agreement by either Party, Contractor will make County's Data available to County for export or download. Specifically, within 30 days of the date of termination, Contractor will provide County with an encrypted storage container i.e., usb hard drive containing 1) all data stored in the database in a format that is comparable to a relational database backup; and 2) all other content in the original format in which it was collected (e.g., jpeg or mp3) at no additional cost to County. Contractor would make available the Application for the remaining 60 days in a read only to County for the purposes to test the data files, perform verification, validation and data integrity of the files received. For all reasons that lead to termination, after ninety days from the date of termination, Contractor will have no obligation to maintain or provide County Data, and will thereafter delete or destroy all copies of County Data in Contractor's possession or control, unless legally prohibited. Contractor will provide County with a statement certifying to County that all data has been destroyed from all Cloud platforms and any ancillary Contractor or its partner systems.

(end of Exhibit A)



Terms of Service

1. USAGE GRANT:

(a) Northwoods grants to County, for the term of this Agreement, a non-exclusive, non-assignable (except as herein provided), non-transferable, right to use the Northwoods Software (as defined in the Software as a Service Agreement), solely for use by County internally, and only for capturing, storing, processing and accessing County Data. County shall not make any use of the Northwoods Software in any manner not expressly permitted in this Attachment B.

(b) County acknowledge and understand that the Northwoods Software is available for use only during the Initial Term plus any Option Terms (as defined in the Software as a Service Agreement).

(c) County agree: (1) not to remove any Northwoods' notices in the Northwoods Software or Documentation; (2) not to sell, transfer, rent, lease or sub-license the Software or Documentation to any third party; (3) not to alter or modify the Northwoods Software or Documentation; and (4) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Northwoods Software; and 5) not to prepare derivative works from the Northwoods Software or Documentation.

(d) County may not assign, transfer or sublicense all or part of County rights without the prior written consent of Northwoods; provided that Northwoods agrees that such consent shall not be unreasonably withheld in the case of any assignment by County of County rights in their entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of County assets that assumes in writing all of County obligations and duties under this Attachment B.

(e) The Northwoods Software may be bundled with software owned by third parties. Such third party software is available for use solely within the Northwoods Software and is not to be used on a stand-alone basis. Notwithstanding the above, County acknowledge that the Northwoods Software may include open source software governed by an open source license, in which case the open source license may grant County additional rights to such open source software.

2. OWNERSHIP:

(a) Northwoods and its licensors retain all right, title, and interest in and to the Software and related documentation and materials, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the Software. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software are transferred to County. County agree that nothing in this Agreement or associated documents gives County any right, title or interest in the Software, except for the limited express rights granted in this Attachment B.

(b) County are (i) responsible for the accuracy, quality, and legality of County Data (as defined in the Software as a Service Agreement) and the means by which County acquired County Data, and (ii) must use commercially reasonable efforts to prevent unauthorized access to or use of the Northwoods Software, and notify Northwoods promptly of any such unauthorized access or use.

3. INTERNET ACCESS:

In order to use the Services, County must have or must obtain access to the World Wide Web, either directly or through devices that access Web-based Content. County must also provide all equipment necessary to make (and maintain) such connection to the World Wide Web.



4. PASSWORDS, ACCESS, AND NOTIFICATION:

County will provide and assign unique password and user names to each authorized user. County acknowledge and agree that County are prohibited from sharing passwords and or user names with unauthorized users. County will be responsible for the confidentiality and use of County (including County employees') passwords and user names. County agree to notify Northwoods if County become aware of any loss or theft or unauthorized use of any of County passwords, user names, and/or account number.



EXHIBIT C Ongoing Support

ONGOING SUPPORT.

- a. Support Center Access. Ongoing support services are provided via Northwoods Support Center and generally will be available during the hours of 7:00 a.m. to 5:00 p.m., in the applicable time zone for the Subscriber, Monday through Friday, excluding Northwoods' holidays, or as otherwise provided by Northwoods to its end users in the normal course of its business, either by telephone or email.
- b. Product Documentation and Videos. All product documentation related to Traverse is available through the application's help feature. Fully searchable and regularly updated, product documentation provides customers with specifics around Traverse features, functionality, configurable settings, and product updates. Northwoods University is a web-based LMS available to all Traverse customers. It contains Traverse-specific videos and training courses designed to strengthen a worker's skills and familiarity with their solution.
- c. Exclusions. Northwoods is not responsible for providing, nor obligated to provide, support services under this Agreement if County requested integration services and changes are made to the source data subsequent to Northwoods performing the integration services. This includes, but is not limited to, (i) making changes to the format of the source data; (ii) changing, removing, or introducing new APIs; (iii) changing, removing, or introducing an enterprise service bus; and (iv) changing, removing, or introducing direct database access. Any request by County for Northwoods to support such an instance is available at the sole discretion of Northwoods and Northwoods reserves the right to bill for any such request on a time and materials basis at Northwoods' then-current rates.



Service Level Agreement

Service Commitment

This Service Level Agreement (SLA) applies to County because County have contracted for web-based software and/or infrastructure hosting services (“Hosting Services”).

Northwoods will use commercially reasonable efforts to make its Hosting Services available with a monthly System Availability Percentage (defined below) of at least 99.9% (“Service Commitment”).

Definitions

“System Availability Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which the Hosting Services were Unavailable to County. System Availability Percentage measurements exclude downtime resulting directly or indirectly from any Hosting Services Exclusion (defined below).

“Scheduled Downtime” equals the aggregate total of all minutes of planned and scheduled maintenance performed during the month to perform any necessary hardware, operating system, network, database, application software maintenance, repair, upgrades, and updates. Northwoods will work with County to determine and use commercially reasonable efforts to schedule any such downtime after regular business hours, during times that minimize the disruption to operations. The amount of Scheduled Downtime may vary from month to month depending on the level of change to the system.

“Unavailable” and “Unavailability” mean all of County running instances have no external connectivity.

Service Credits

Service credits are calculated as a percentage of the total charges paid by County annually for the Hosting Services, divided by twelve (12) to determine the credit for the month in which the Unavailability occurred.

In the event Northwoods does not meet the Service Commitment, County may be eligible to receive a 10% service credit. Northwoods will apply any such service credit only against future Hosting Services payments otherwise due from County. Service credits will not entitle County to any refund or other payment from Northwoods. Service credits may not be transferred or applied to any other account County may have with Northwoods. Unless otherwise provided, County sole and exclusive remedy for any Unavailability, non-performance, or other failure by Northwoods to provide the Hosting Services is the receipt of a service credit in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a service credit, County must submit a claim by contacting the Director of Customer Relations. To be eligible, the credit request must be received by us by the end of the calendar month after which the incident occurred and must include:



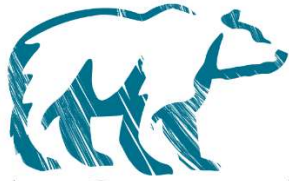
EXHIBIT D

- The words “SLA Credit Request” in the subject line;
- The dates and times of each Unavailability incident that County are claiming;
- County request logs that document the errors and corroborate County claimed outage.

If the System Availability Percentage of such request is confirmed by Northwoods and is less than the Service Commitment, then Northwoods will issue the service credit to County and will apply such credit against County next annual invoice for Hosting Services. County failure to provide the request and other information as required above will disqualify County from receiving a service credit.

Hosting Services Exclusions

The Service Commitment does not apply to any Unavailability, suspension, or termination of Hosting Services: (i) caused by factors outside of our reasonable control, include any force majeure event or internet access or related problems beyond the demarcation point of the hosting data center; (ii) that result from any actions or inactions of County or a third party, including failure to acknowledge a recovery volume; (iii) that result from County equipment, software, or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); or (iv) that are due to any Scheduled Downtime (collectively, the “Hosting Services Exclusions”). If availability is impacted by factors others than those used in our System Availability Percentage calculation, then we may issue a service credit considering such factors at our discretion.



NORTHWOODS®

Exhibit E: Statement of Work

Traverse Training & Additional Module Implementation

Presented to

Monterey County, California
Department of Social Services

Contact Information

Address: 1000 South Main Street
Suite 216
Salinas, CA 93901
Contact: Michael Borgeson
Phone: 831-755-4400 ext. 1559
Email: borgesonmt@co.monterey.ca.us

Document Version

Version 3.0

Date

October 24, 2022



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All other trademarks and service marks are the property of their respective owners. Unless stated to the contrary, no association with any other company or product is intended nor inferred.



Objectives and Scope

The purpose of this Work Order (WO) is to provide Monterey County Department of Social Services (Monterey DSS) Family and Children Services and DSS-IT staff with Traverse training and consultation services—including implementation of Traverse Connect, Traverse Single Sign-On, and Traverse Capture—which Northwoods Consulting Partners, Inc. (Northwoods) supports as a contractor detailed in the contract effective December 10, 2022.

To accomplish this objective, Northwoods will provide Monterey DSS with professional services, inclusive of SSO configuration, consultation, training, and support, as detailed in "[Work Requirements](#)."

Work Requirements

The work requirements authorized in this section are for the professional services necessary for successful project completion. Any additional activities not included in this section are considered out of scope.

Code #	Description	Responsible Party
1	Meet with the Monterey DSS Project Manager to discuss the Work Order's overall objectives and scope	Northwoods
2	Meet with the Northwoods Project Manager to discuss the Work Order's overall objectives and scope	Monterey DSS
3	Facilitate coaching overview meeting with Monterey DSS leadership	Northwoods
4	Attend coaching overview meeting	Monterey DSS
5	Identify and assign the Monterey DSS coaching team and subject matter experts (SMEs)	Monterey DSS
6	Schedule agency staff and provide environment/equipment for initial solution demonstration	Monterey DSS
7	Facilitate a coaching team session on coaching implementation methodology and communication	Northwoods
8	Participate in the coaching team session	Monterey DSS
9	Lead initial solution demonstration for Monterey DSS staff	Northwoods
10	Attend initial solution demonstration	Monterey DSS

| **Exhibit E: Statement of Work** | Traverse Training & Additional Module Implementation



Code #	Description	Responsible Party
11	Provide consultation sessions to Monterey DSS leadership and supervisors concerning the Traverse Connect rollout strategy, communication plan, and business process considerations	Northwoods
12	Participate in the consultation sessions	Monterey DSS
13	Facilitate business process review sessions with Monterey DSS SMEs related to Monterey DSS' current use of Traverse and best practices	Northwoods
14	Participate in business process review sessions	Monterey DSS
15	Facilitate discovery sessions with Monterey DSS SMEs related to Traverse Connect best practices, as well as identifying forms that can be optimized for Connect	Northwoods
16	Participate in the discovery sessions	Monterey DSS
17	Provide Monterey DSS with technical requirements for configuring Microsoft Azure Active Directory (AD) for Traverse SSO	Northwoods
18	Configure Microsoft Azure AD according to Northwoods' technical requirements	Monterey DSS
19	Configure Traverse to integrate with Monterey DSS' Microsoft Azure AD solution	Northwoods
20	Deploy Traverse Capture to system administrator mobile devices	Monterey DSS
21	Develop and submit the training schedule to Monterey DSS	Northwoods
22	Schedule training sessions, create rosters, and provide training equipment and logistical support	Monterey DSS
23	Conduct a Traverse system administration training session for designated Monterey DSS IT staff, including training on Traverse SSO	Northwoods
24	Participate in the Traverse system administration training session	Monterey DSS
25	Deploy Traverse Capture to coaching team mobile devices	Monterey DSS
26	Conduct instructor-led training sessions with the coaching team, focused on Monterey DSS-specific Traverse configuration, Traverse Capture, and Traverse Connect	Northwoods
27	Participate in the Traverse instructor-led training sessions	Monterey DSS
28	Conduct targeted support sessions for the coaching team	Northwoods

| **Exhibit E: Statement of Work** | Traverse Training & Additional Module Implementation



Code #	Description	Responsible Party
29	Participate in targeted support sessions	Monterey DSS
30	Deploy Traverse Capture to end user mobile devices	Monterey DSS
31	Conduct the end user kickoff session, re-introducing end users to Traverse and introducing end users to Traverse Capture and Traverse Connect	Monterey DSS
32	Conduct instructor-led training sessions with end users, focused on Monterey DSS-specific Traverse configuration, Traverse Capture, and Traverse Connect	Northwoods
33	Participate in instructor-led training sessions	Monterey DSS
34	Conduct targeted support sessions for end users	Northwoods
35	Participate in targeted support sessions	Monterey DSS
36	Conduct a coaching team session on long-term training, support, and onboarding for post-project success	Northwoods
37	Participate in the coaching team session	Monterey DSS
38	Conduct a coaching team session to perform an end-of-project assessment	Northwoods
39	Participate in the end-of-project assessment session	Monterey DSS
40	Meet with the Monterey DSS Project Manager to review Work Order closeout and acceptance procedures	Northwoods
41	Meet with the Northwoods Project Manager to review Work Order closeout	Monterey DSS
42	Formally close out the Work Order	Northwoods
43	Accept the Work Order's completion and sign the " Work Order and Project Acceptance " portion of the Work Order	Monterey DSS



General Assumptions

The following assumptions are made in regard to the project:

- Monterey DSS will identify primary and secondary points of contact within the agency and provide Northwoods with the appropriate contact information.
- All project participants will provide adequate resources (people and equipment) to complete all tasks based within time frames established in a mutually agreed-upon work plan.
- Monterey DSS will provide Northwoods with the appropriate security and network access levels to all support systems related to the project.
- Northwoods will deliver all services associated with this Work Order remotely.
- Monterey DSS will ensure staff are able to access the remote training sessions. Northwoods will not be responsible for providing make-up training sessions.
- If Monterey DSS requests that Northwoods re-design forms as a result of this project, the forms re-design hours will be deducted from Monterey DSS' allotted forms maintenance hours.
- Business process considerations and best practices as they relate to Traverse Connect could include—but are not limited to—what forms need to change to accommodate electronic collaborator signatures, the workers who are responsible for communicating with Northwoods and agency staff about form changes, how the agency will introduce Traverse Connect to outside collaborators, what kinds of content should or should not be shared with collaborators, and what standardized messages workers will use when communicating with collaborators.

Work Order Acceptance Procedures

Following completion of the project, the Monterey DSS Project Sponsor, or authorized designee, will evaluate whether the items in the "[Work Requirements](#)" section have been successfully completed. If the final project meets the acceptance criteria, the Monterey DSS Project Sponsor, or authorized designee, will sign the Work Order within 10 business days to acknowledge acceptance of the project. If the Monterey DSS Project Sponsor, or authorized designee, does not sign the Work Order within 10 business days, the project will be deemed accepted by the customer.

Should the items in the "[Work Requirements](#)" section fail to be successfully completed, the Monterey DSS Project Sponsor, or authorized designee, will notify the Northwoods Project Manager of any deficiencies within 10 business days. The Northwoods Project Manager will then facilitate corrective action and notify the Monterey DSS Project Sponsor, or authorized designee, once corrective action is complete. If the Monterey DSS Project Sponsor, or authorized designee, does not notify the Northwoods Project Manager within 10 business days, the project will be deemed accepted by the customer.



Work Order and Project Acceptance

In accordance with the Work Order Acceptance Procedures, this work order will be deemed accepted once all the items in the "[Work Requirements](#)" section have been successfully completed.

Acceptance of the Work Order by Monterey DSS:

Signature

Title

Printed Name

Date

Final Acceptance of Project by Monterey DSS:

Signature

Title

Printed Name

Date

Quote | 5200 Rings Road
Dublin, OH 43017



Quote

Prepared For: Monterey County DSES (CA)
Project Title: Monterey County DSES (CA) – Traverse Subscription Renewal and Product Additions
Prepared By: Brad Rosenthal
Effective From: 12/10/2022
Expiration Date: 12/31/2022

Project Scope Summary

This price quote includes the Software as-a-Service (SaaS) and professional services costs for Monterey County's Department of Social Services Traverse contract renewal and software module add-ons.

Year 1 Subscription Software	Total Cost
Traverse Subscription	\$393,000.00
Traverse Connect Subscription	\$39,300.00
Traverse Capture for iPhone Subscription	\$7,860.00
Traverse Single Sign-On Subscription	\$3,500.00
Subtotal	\$443,660.00

Year 1 Professional Services	Total Cost
Up Front Professional Services (50 hours at \$225.00 per hour)	\$11,250.00
Bucket of Professional Services (50 hours at \$225.00 per hour) expires on 12/09/2023	\$11,250.00
Subtotal	\$22,500.00

Year 1 Pricing Summary	Total Cost
Subscription Software	\$443,660.00
Professional Services	\$22,500.00
Year 1 Total	\$466,160.00

Annual Cost After Year 1	Total Cost
Traverse Subscription – Year 2	\$443,660.00
Traverse Subscription – Year 3	\$443,660.00

3 Year Grand Total	\$1,353,480
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*Sales tax not included.



EXHIBIT G

Payment Terms

DESCRIPTION	AMOUNT DUE
Software Subscription* (Initial Term)	
Traverse Subscription, Year 1 - Due upon execution of Agreement	\$443,660.00
Traverse Subscription, Year 2 - Due on anniversary of Effective Date	\$443,660.00
Traverse Subscription, Year 3 - Due on anniversary of Effective Date	\$443,660.00
Professional Services	
Up front Professional Services (50 hours) – Due upon execution of Agreement	\$11,250.00
“Bucket” of 50 hours of Professional Services**	Up to \$11,250.00

* Applicable taxes are not included.

** Professional Services must commence before December 9, 2023. Northwoods will bill \$225.00/hour for actual hours worked for Professional Services. Northwoods will invoice Monterey at the end of each month in the amount that must be paid for Services performed.

Modifications to Standard Agreement**EXHIBIT H**

Modification to 3.02, Term of Agreement

3.02 During the term of this Agreement, either Party may terminate this Agreement for any reason only on the anniversary date (December 10th) of each contract year by giving the other Party not less than sixty (60) days' written notice of termination prior to the effective date of the termination. Such notice shall set forth the effective date of termination.

Modification to 7.02, Termination

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement, if the failure is solely the fault of CONTRACTOR. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement and a pro-rated portion of any fees paid by County to CONTRACTOR shall be refunded in the event of a good cause termination.

Modification to 8.0, Indemnification

8.0 Northwoods will defend, indemnify and hold harmless the County, its officers, agents, employees, against any and all claims, suits, actions, proceedings, judgements, losses, payments, costs, expenses (including reasonable attorney's fees), damages, and liabilities arising from or relating to a third party claim against County for (i) the breach by Northwoods or its personnel of its confidentiality or security obligations under this Agreement; (ii) the non-compliance by Northwoods or its personnel with applicable law; (iii) death, personal injury, bodily injury or any real or tangible personal property damage caused or incurred by Northwoods or its personnel; (iv) the negligent acts or omissions or willful misconduct of Northwoods or its personnel; (v) any breach incident involving any County data in Northwoods' possession, custody, or control or County's network or systems.

In the event of any claim for indemnification by County in accordance with this Section (the "Claim"), County will notify Northwoods of the Claim promptly and tender sole control of the Claim to Northwoods and/or its insurer(s) and Northwoods will defend such Claim in County's name at Northwoods' expense, and will indemnify County against any liability, including but not limited to reasonable attorneys' fees and disbursements arising out of such Claim. Northwoods will also indemnify County in the event of a breach of data for any costs associated with notification to people whose data was breached. Northwoods will also indemnify County in the event of a breach in data for identity theft protection services for one year for people whose information was breached and who ask to sign up for the program.

Exclusions: Northwoods shall have no obligation to defend or indemnify County with respect to any Claim to the extent that the claim is based upon the sole negligence or willful misconduct of the County. If the County and Northwoods are

Modifications to Standard Agreement**EXHIBIT H**

both at fault in connection with the data and security breach, Northwoods' obligation to defend and indemnify shall be limited and proportional to the parties' relative fault.

Infringement Indemnification

In the event of any claim against the County (the "IP Claim"), alleging that the use of the Northwoods Software infringes upon any intellectual property rights of such third party, the County will notify Northwoods of the IP Claim promptly and tender sole control of the IP Claim to Northwoods and/or its insurer(s) and Northwoods will defend such IP Claim in the County's name at Northwoods' expense, and will indemnify County against any liability, including but not limited to reasonable attorneys' fees and disbursements arising out of such IP Claim. In the event such an infringement is found, Northwood shall, in addition to other obligations under this section, at its option and at its sole discretion either:

- i) Obtain for County the right to continue using the Northwoods' Software;
- ii) Replace or modify the Northwoods Software with an alternative software of substantially equivalent functionality and features; or
- iii) If neither (a) nor (b) can be provided by Northwoods within ninety (90) days of notice of the claim, either party may terminate County's rights and Northwoods' obligation under this agreement. In the event of such a termination, Northwoods shall promptly refund to Customer with a pro rata share of the license fees paid for the infringing Northwoods' software, plus any professional services fees paid for implementation of the software.
- iv) Any cost(s) associated with implementing either of the above alternatives shall be absorbed by Northwoods.

Exclusions: Northwoods is not liable under this section to the extent an infringement claim is based on:

- i) the negligence or willful misconduct of the County;
- ii) the use of the Northwoods Software in combination with other products or services not made or furnished by Northwoods, provided that the Northwoods Software alone is not the cause of such IP Claim (except for any Third-party solutions);
- iii) the modification of the Northwoods' Software or any portion thereof by anyone other than Northwoods, provided that the Northwoods' Software in unmodified form is not the cause of such IP Claim.

Modifications to Standard Agreement**EXHIBIT H**

Modification to 8.03, Insurance Coverage**Cyber Liability is added:**

Northwoods shall carry and maintain cyber liability insurance with limits of not less than \$2,000,000 per claim and aggregate of \$4,000,000 covering claims involving privacy violations, record holder breach notification costs, privacy breach remediation costs, , fines and penalties, theft of confidential or protected information, intentional and/or unintentional release of private or confidential information, ransomware, extortion and network security. Northwoods shall carry and maintain cyber liability insurance with a sublimit of \$500,000 for claims involving privacy regulatory actions. Cyber Liability Insurance shall name the County of Monterey, its officers, agents, and employees as additional insured with respect to liability arising out of Northwoods' work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by Subscriber and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by Northwoods' insurance.

Modification to 10.2, County Records**Data Availability is added:**

Upon receipt of a termination notice and within ninety (90) days of the date of termination of this Agreement by either Party, Northwoods will make County's Data available to County for export or download. Specifically, within 30 days of the date of termination, Northwoods will provide County with an encrypted hard drive containing 1) all data stored in the database in a format that is comparable to a relational database backup; and 2) all other content in the original format in which it was collected (e.g., jpeg or mp3) at no additional cost to County. Northwoods would make available the Traverse application for the remaining 60 days in a read only to County for the purposes to test the data files, perform verification, validation and data integrity on the files received. For all reasons that lead to termination, after ninety days from the date of termination, Northwoods will have no obligation to maintain or provide County Data, and will thereafter delete or destroy all copies of County Data in Northwoods' possession or control, unless legally prohibited. Northwoods will provide County with a statement certifying to County that all data has been destroyed from all AWS platforms and any ancillary Northwoods or its partner systems.



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor John M. Phillips to:

Agreement No.: A-16093

- a. Approve and authorize the Director or Assistant Director of the Department of Social Services to sign an agreement with Northwoods Consulting Partners, Inc. for the period of December 10, 2022 through December 9, 2025 in the amount of \$1,353,480, with nonstandard indemnification terms; and
- b. Authorize the Director or Assistant Director of the Department of Social Services to sign up to three (3) amendments to the agreement as long as they do not exceed 10% (\$135,348) of the agreement amount or significantly change the scope of work.

PASSED AND ADOPTED on this 22nd day of November 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew, and Adams

NOES: None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting November 22, 2022.

Dated: November 23, 2022

File ID: A 22-572

Agenda Item No.: 28

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos, Deputy