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:

the Traverse product solution for use by the Monterey County Department of Social 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:$ 1,222,950.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from ___December 10, 2019___ to ___December 9, 2022___, 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.~~

County akb

CONTRACTOR GAH

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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

County akb

CONTRACTOR GAH

~~**Exhibit A Scope of Services/Payment Provisions**~~
~~**Exhibit B Other:**~~ Exhibit A -Additional Terms   Exhibit D- Terms of Service   Exhibit G-SOW
   Exhibit B -Quote   Exhibit E- Ongoing Support   Exhibit H-Modifications
   Exhibit C - Payment Terms   Exhibit F - SLA

Northwoods 2019 2022
$1,222,950

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.

7.0   TERMINATION:

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.~~

See Exhibit H – Modifications to Standard Agreement

_____ _apb_
County

_____ _GAH_
CONTRACTOR

$1,222,950

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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.~~

See Exhibit H – Modifications to Standard 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.

8.0 INDEMNIFICATION:

~~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.~~

See Exhibit A – Additional Terms – Section 8. Indemnification

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 <u>not</u> 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 for 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.) See Exhibit A – Section 10. for Cyber Liability Insurance

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

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County

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CONTRACTOR

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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.

CWB

_____
County

GM

_____
CONTRACTOR

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.
    See Exhibit A - Additional Terms - Section 7, Data Availability

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.

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11.0 NON-DISCRIMINATION:

11.01 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), or sexual orientation, 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 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.

14.0 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 Medina, Director	Sarah Edwards - General Counsel & Chief Administrative Officer
Name and Title	Name and Title
1000 S. Main Street, Suite 301 Salinas, CA 93901	5818 Wall Street Dublin, OH 43017
Address	Address
(831) 755-4430	(614) 408-8703
Phone:	Phone:

15.0 MISCELLANEOUS PROVISIONS.

15.01 **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.

15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03 **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.

15.04 **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.

15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06 **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.

15.07 **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.

15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12 **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.

15.13 **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.

15.14 **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.

15.15 **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.

15.16 **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.

15.17 **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.

16.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY	CONTRACTOR

COUNTY OF MONTEREY

By: _____
     Contracts/Purchasing Officer

Date: _____

By: _____
     Department Head (if applicable)

Date: _____

By: _____
     Board of Supervisors (if applicable)

Date: _____

Approved as to Form[1]

By: _____
     County Counsel

Date: 11-21-19

Approved as to Fiscal Provisions[2]

By: _____
     Auditor/Controller

Date: 11/25/2019

Approved as to Liability Provisions[3]

By: _____
     Risk Management

Date: _____

CONTRACTOR

Northwoods Consulting Partners, Inc.
Contractor's Business Name*

By: _____
     (Signature of Chair, President, or Vice-President) *

Gary A. Heinze, President/CEO
     Name and Title

Date: 11/19/2019

By: _____
     (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure) *

NISHANT PATEL CFO
     Name and Title

Date: 11/19/19

County Board of Supervisors' Agreement Number: _____, **approved on (date):** _____

*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.

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[1] Approval by County Counsel is required
[2] Approval by Auditor-Controller is required
[3] Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

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 B** and the payment schedule for these Charges are defined in **Exhibit C**.
   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 B** lists separately the various modules and quantities (where applicable) of Northwoods Software made available to County and **Exhibit D** 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**.
   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 G**.
   i) "Support Services" means the maintenance and support services to be provided by Northwoods in accordance with **Exhibit E**.
   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 B** 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.   Data Availability. 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.

8.   Indemnification
       a) General Indemnification

             Northwoods will defend, indemnify and hold harmless 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 the County in accordance with this Section (the "Claim"), You 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 Your name at

Northwoods' expense, and will indemnify You 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 the 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 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.

b) 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, You 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 Your name at Northwoods' expense, and will indemnify You 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.

9.   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 E.**

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 right 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 SOFTARE, 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.

10.   Cyber Liability Insurance. 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.

11.   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 INICIDENT, 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 AGREEENT 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 A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGE. NOTHWITHSTANDING THE FOREGOING, THE LIMITATION OF LIABILITY IN THIS SECTION 11 WILL NOT LIMIT LIABILITY FOR INDEMNITY OBLIGATIONS AND CONFIDENTIALITY CLAIMS BROUGHT UNDER THIS AGREEMENT,

12.   Confidentiality: Northwoods agrees to be bound by confidentiality and information security regulations that govern the Data (CWSCMS and CMIPS) that is uploaded to the Traverse system. These technical/policy security controls are published by different organizations including but not limited to the California Department of Human Services (DHCS), California Department of Social Services (CDSS), Social Security Administration (SSA), and U.S. Department of Agriculture (USDA) and policy standards such as those described in the Health Insurance Portability and Accountability Act (HIPAA) and the California Statewide Information Management Manual. From time to time, during the term of this agreement the County may request the additional compliance of new technical controls in order to meet Federal, State laws and regulations that govern these technology systems and CWSCMS/CMIPS Data.

13.   Data Breach

a) Northwoods shall perform bi-annual security/vulnerability tests/scans of the Traverse 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 the Security risks of Traverse.

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 addresses: 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 Northwoods security team or incident management team for further follow up by County personnel.

(end of Exhibit A)

NORTHWOODS®
5815 WALL STREET DUBLIN OH 43017

traverse™

Date Submitted: 11/11/2019
Expiration Date: 12/15/2019

Quote for Traverse

Prepared for Monterey County Department of Social Services
Prepared by Aric Blythe, Northwoods Consulting Partners

Summary

The following is a fixed quote of Software-as-a-Service (SaaS) and Professional Services for the implementation of Traverse within Monterey County Department of Social Services.

First Year Cost

Description	Code	Cost
Traverse Subscription (400,001-500,000 Population)	SaaS-TRV-P0	$365,000.00
Traverse Implementation Services	PS-TRV-H1	$220,560.00
Additional Forms Design	PS-TRV-H1	$10,000.00
CWS/CMS Integration Services (1-way)	PS-TRV-H1	$10,125.00
CMIPS Integration Services (1-way)	PS-TRV-H1	$10,125.00
Questys Content Migration (Approx. 544,000 items)	PS-TRV-H1	$32,640.00

SaaS & Professional Services Total** $648,450.00

Incentive

Description	Cost
First Year SaaS Reduction*	$182,500.00

Post-Discount SaaS & Professional Services Cost

Description	Code	Cost
Traverse Subscription for First 12 Months	SaaS-TRV-P0	$182,500.00
Traverse Implementation Services	PS-TRV-H1	$220,560.00
Additional Forms Design	PS-TRV-H1	$10,000.00
CWS/CMS Integration Services (1-way)	PS-TRV-H1	$10,125.00
CMIPS Integration Services (1-way)	PS-TRV-H1	$10,125.00
Questys Content Migration (Approx. 544,000 items)	PS-TRV-H1	$32,640.00

Post-Discount SaaS & Professional Services Total $465,950.00

Annual Ongoing Cost After First Year

Description	Code	Cost
Traverse Subscription - Year 2	SaaS-TRV-P0	$374,000.00
Traverse Subscription - Year 3	SaaS-TRV-P0	$383,000.00

* - Northwoods is offering an incentive for Monterey County DSS to be in contract by __December 15, 2019__ . Monterey County DSS must be in contract by __December 15, 2019__ to be eligible for this discount. Additional terms and conditions apply.

** - NOTE: If Monterey County DSS is not in contract by __December 15, 2019__ , then SaaS & Professional Services Total will be the amount charged, and therefore, is the amount that should be budgeted when considering this project.

Applicable taxes are not included.

DESCRIPTION	AMOUNT DUE
Software Subscription (Initial Term)	
Traverse Subscription, Year 1 -- Due upon execution of Agreement*	$182,500.00
Software Subscription (Option Term(s))	
Traverse Subscription, Year 2 - Due on anniversary of Effective Date**	$374,000.00
Traverse Subscription, Year 3- Due on anniversary of Effective Date**	$383,000.00
Professional Services	
Traverse Implementation Services	
30% due upon completion of the Startup Phase of the Project	$66,168.00
20% due upon completion of the Design Phase of the Project	$44,112.00
20% due upon completion of the Test Phase of the Project	$44,112.00
20% due upon completion of the Deploy Phase of the Project	$44,112.00
10% due upon completion of the Closeout Phase of the Project	$22,056.00
Additional Forms Design -- Due upon execution of Agreement	$10,000.00
CWS/CMS Integration Services (1-way) -- Due upon completion of the Design Phase of the Project	$10,125.00
CMIPS Integration Services (1-way) -- Due upon completion of the Design Phase of the Project	$10,125.00
Questys Content Migration (Approx. 544,000 items***) -- Due upon completion of the content migration	$32,640.00

* Northwoods is offering an incentive for Monterey County DSS to be in contract by December 15, 2019. Monterey County DSS must be in contract by December 15, 2019 to be eligible for this discount.

** Applicable taxes are not included.

*** Estimate based upon information provided by Monterey County DSS. Actual amount is $0.06/item.

Northwoods will bill Monterey County DSS for actual items migrated and this shall not exceed the above totals.

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 **Exhibit D.**

(b)   County acknowledges and understands 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 agrees: (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 **Exhibit D.**

(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 agrees 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 **Exhibit D.**

(b)   County is (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 acknowledges and agrees that County is 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 agrees to notify Northwoods if County becomes aware of any loss or theft or unauthorized use of any of County passwords, user names, and/or account number.

(end of Exhibit D)

1. ONGOING SUPPORT.

a. <u>Support Center Access</u>. 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. <u>Product Documentation and Videos</u>. 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. <u>Exclusions</u>. 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.

(end of Exhibit E)

I.   Service Commitment

This Service Level Agreement (SLA) applies to County because County has 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").

II.   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.

III.   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's 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.

IV.   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:

- The words "SLA Credit Request" in the subject line;
- The dates and times of each Unavailability incident that County is claiming;
- County requests 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's next annual invoice for Hosting Services. County's failure to provide the request and other information as required above will disqualify County from receiving a service credit.

V.   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.

(end of Exhibit F)

Statement of Work

Traverse Implementation Project

Presented to

Monterey County, California
Department of Social Services

Document Version

Version 3.0

Date

November 1, 2019

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Copyright and Trademark Notice

Table of Contents

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Purpose

This Statement of Work (SOW) is an agreement between Monterey County Department of Social Services (Monterey DSS or customer) and Northwoods Consulting Partners, Inc. (Northwoods). The purpose of this SOW is to define the scope of work and deliverable work products necessary for the implementation of a Traverse solution within Monterey DSS. Any requests for services and/or system functionality that exceed the scope specified in this SOW are subject to Change Management.[1]

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[1] See "Appendix B — Change Management."

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Project Scope

The project scope defines the project objectives and deliverables. The Northwoods project team uses the project scope to stay focused and deliver the intended services according to specifications.

Objective

The project objective is to deploy Traverse for use by Monterey DSS, which includes the following program areas:

- Family and Children's Services
- Adult and Aging Services

Project Roles

Project roles specific to Northwoods and Monterey DSS are provided in the following sections. Please note that Northwoods will work with Monterey DSS during project startup to finalize each project role.

Northwoods Project Roles

The Northwoods project team will include the following key roles:

Role	Responsibilities
Executive Project Sponsor	Manages the overall engagement providing leadership, coordinating communication, and monitoring resources and operations.
Project Manager	Manages the project implementation approach, staffing, responsibilities, and delivery of services. Serves as the primary point of contact with Monterey DSS. Oversees and supports solution rollout.
Solution Analyst	Leads business process analysis sessions and interviews Monterey DSS subject matter experts (SMEs). Ensures the solution appropriately meets Monterey DSS' needs.
Integration and Testing Specialist	Leads integration discovery sessions pertaining to the disparate systems being integrated with Traverse. Responsible for executing internal system testing, which includes the testing of Traverse testing of any designed integration solution(s), development of quality assurance testing (QAT) and user acceptance testing (UAT) scripts, and facilitation of QAT and UAT.

Role	Responsibilities
Solution Architect	Participates in integration discovery sessions. Designs integration agents according to the Integration Design Document deliverable. Ensures Traverse successfully integrates with applicable Monterey DSS systems. Responsible for incorporating Monterey DSS' electronic filing structure into Traverse and building Monterey DSS-specific service deliveries within the application. Provides consultation on how Monterey DSS should to deploy Traverse, and assists Monterey DSS with modifying initial Traverse deployment scripts.
Trainer	Coordinates the overall delivery of training to Monterey DSS. Ensures the readiness of Monterey DSS as it pertains to the delivery of training. Delivers individualized training to Monterey DSS workers. Provides direct training support to ensure Traverse is appropriately adopted by Monterey DSS workers.
Forms Manager	Responsible for overseeing the collection and development of up to a total of 400 electronic forms. Provides consultation around what agency forms should be included in Traverse.

Monterey DSS Project Roles

Northwoods recommends the Monterey DSS project team includes the following key roles:

Role	Responsibility
Project Sponsor	Responsible for auditing progress toward project objectives. Provides executive sponsorship for the project and authorizes release of payment according to contract terms.
Project Manager	Responsible for scheduling and overseeing tasks and resources assigned to the project. Ensures that project management standards are met.
Head Coach	Responsible for monitoring the overall quality of the project and furthering the ongoing integration of the Northwoods solution. Ensures that solution adoption continues to increase after the project is completed.
Assistant Coach	Responsible for the day-to-day training and support needs of the Northwoods solution. Ensures the delivery of training occurs during the onboarding process for new hire staff.
IT Lead	Responsible for provisioning necessary hardware and facilitating access to disparate system(s) that are required to be integrated with Traverse.
Subject Matter Experts	Responsible for participating in business process analysis with the Northwoods project team, as well as other identified activities.

Role	Responsibility
Limited Production Pilot Members	Responsible for participating in the limited production pilot (LPP).
QAT Members	Responsible for participating in integration-specific QAT
UAT Members	Responsible for participating in functionality-specific UAT
System Administrators	Responsible for system administration activities, including provisioning user accounts within Traverse.

Deliverables

The following project deliverables are subsidiary elements of the final project product, each with its own separate but interdependent deliverable scope:

- Baseline Project Schedule
- Training Plan
- System Testing
- SaaS Environment Setup
- Electronic Forms Design
- Integration Design Document
- Baseline Integration Configuration
- Solution Review
- Quality Assurance Testing (QAT) Results Document
- User Acceptance Testing (UAT) Results Document
- Client Hardware Deployment
- Training
- Implementation Support
- Business Process Analysis

Please note that all project deliverables, with the exception of Client Hardware Deployment, will be developed by Northwoods and delivered to Monterey DSS throughout the duration of the project (see "Work Requirements" beginning on page 20 for deliverable-specific activities).

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Acceptance Criteria

The following table provides a deliverable description and identifies the review method and acceptance criteria standards for each deliverable in this project. Please note that deliverable review procedures are described in "Appendix A: Deliverable Review Procedures."

Deliverable	Description	Acceptance Criteria
Baseline Project Schedule	Defines work breakdown activities associated with developing project deliverables and executing project work.	*Review Method: Formal Evaluation* The delivered Project Schedule addresses the following: • Deliverable task activities • Estimated start and finish dates for all task activities • Intermediate and terminating milestones • Summary tasks that roll up task activities
Training Plan	Defines the project's training process.	*Review Method: Formal Evaluation* The delivered Training Plan addresses the approach the Northwoods project team will take to ensure training produces the best possible results.
SaaS Environment Setup	Includes provisioning the cloud environment.	*Review Method: Functional Review* The SaaS environment has been configured and is ready for production.

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Deliverable	Description	Acceptance Criteria
Integration Design Document	Details requirements for the following: • The development of the integration between Child Welfare System/Case Management System (CWS/CMS) and Case Management, Information, and Payrolling System (CMIPS) with Traverse • The development of the server environment	*Review Method: Formal Evaluation* The delivered Integration Design Document addresses: • The fields that will be drawn from CWS/CMS and CMIPS • Provides case-, client-, and service provider-based information from CWS/CMS and CMIPS to Traverse. • Provides relationship-driven information from CWS/CMS and CMIPS, illustrating relationships between case, client, and/or service providers. • Provides content-driven information from CWS/CMS and CMIPS to Traverse, including case narratives, risk assessments, and safety assessments • Verifies that work requirements in the "Server Environment" section of this document have been completed
Baseline Integration Configuration	Defines the configuration of the integration.	*Review Method: Functional Review* Integration has been configured consistent with the approved Integration Design Document. Preliminary integration has been placed under configuration management and baselined as a benchmark and reference point for future system changes.
Electronic Forms Design	Includes the design of electronic forms in the Traverse solution.	*Review Method: Functional Review* Forms created within the Traverse solution, as established in the "Electronic Forms Design" section of this document, have been reviewed.

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Deliverable	Description	Acceptance Criteria
System Testing	Includes the testing of all functionality of Traverse.	*Review Method: Walk-Through Inspection* All requirements in the Functional Specifications Document, provided as part of the project, have been completed.
Solution Review	Includes the review of specific baselines to ensure the project is ready to proceed with QAT and UAT.	*Review Method: Walk-Through Inspection* All baselines are deemed acceptable and the solution is ready to "go live."
Quality Assurance Testing (QAT) Results Document	Includes the testing and validation of the Traverse integration solution by Monterey DSS.	*Review Method: Walk-Through Inspection* The delivered QAT Results Document will show testing outcomes and demonstrate that Traverse meets the functionality detailed in the Integration Design Document.
User Acceptance Testing (UAT) Results Document	Includes the testing of all user-facing functionality by a subset of Monterey DSS workers.	*Review Method: Formal Evaluation* The delivered UAT Results Document will show testing outcomes and demonstrate that Traverse meets the functionality detailed in the Functional Specifications Document.
Client Hardware Deployment	Includes the installation and configuration of all client-side hardware by Monterey DSS.	*Review Method: Walk-Through Inspection* The system hardware has been installed and is ready for production use.
Training	Includes training necessary to enable all end users, including social workers, supervisors, management, and support staff, to independently operate primary system functions.	*Review Method: Functional Review* Consistent with the approved training schedule and course descriptions, training has been conducted in accordance with the "Training and Implementation Support" section of this document.

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Deliverable	Description	Acceptance Criteria
Implementation Support	Includes the post-training personal assistance for end users by Northwoods personnel.	*Review Method: Functional Review* Implementation support has been provided in accordance with the "Training and Implementation Support" section of this document.
Business Process Analysis	Includes the continual review of defined business processes which are a result of the deployment of the Traverse solution.	*Review Method: Functional Review* In alignment with the coaching methodology used to implement the full Traverse solution, Business Process Analysis has been provided to encourage the review and analysis of business processes leading to the best use of Traverse for the needs of the entire agency.

Work Activities

The work activities in this section define the tasks necessary for the successful design and deployment of the Traverse solution.

Project Planning and Management

The Northwoods Project Manager is responsible for ensuring the satisfactory and timely completion of each project task by planning, organizing, motivating, and controlling human and equipment/material resources and applying project management methodologies. The internal methodology used by Northwoods Project Managers is as follows:

- **Calendar of Events and Deadlines**
  - Establish, review, and communicate project events and deadlines throughout the duration of the project
- **Change Management**
  - Track and monitor change requests for anything affecting scope, time, or cost for the project
  - Identify and process in-scope and out-of-scope requests
- **Communications Management**
  - Provide project status updates and communication
  - Use appropriate communication channels to ensure visibility and cooperation by communicating status and relevant news about the project to key stakeholders
  - Provide regular status reports to the customer
- **Deliverable Management**
  - Facilitate the configuration and implementation of project deliverables and deliverable review procedures
- **Issue and Risk Management**
  - Assign issues to team members for resolution and/or follow up
  - Assign a rank to risks identifying the likelihood and severity of a risk should it happen. Identify methods to mitigate or eliminate the risk
  - Communicate potential risks and issues that may affect the schedule, budget, and/or project deliverables to key stakeholders
  - Identify schedule variance and potential problems
- **Leadership and Decision Support and Prioritization**
  - Identify decision owners and proactively support the project decision-making process
  - Determine the relative priority of decisions

- **Work Breakdowns, Schedules, Milestones**
  - o Assign work activities and target completion dates required for the project team
  - o Review and approve task updates for the project team
  - o Adjust the Baseline Project Schedule and/or reassign resources as necessary

During each phase of the project, Northwoods will create deliverables that describe what will be implemented and how the implementation will occur. Descriptions of deliverables are provided in "Acceptance Criteria" in on page 5. Additionally the Northwoods project team and Monterey DSS project team will participate in project work requirements, as detailed throughout "Work Requirements" beginning on page 20. Upon project startup, the Northwoods Project Manager and Monterey DSS Project Manager will agree on the formal and frequency of status reports and status review meetings, which will occur throughout the duration of the project (see "Phase 0: All Project Phases" on page 20).

The Northwoods Project Manager manages project activities and resources, tracks project status for the duration of the project, and reports the project status regularly. During the Startup Phase of the project, the Northwoods Project Manager will develop the Baseline Project Schedule deliverable and meet with the Monterey DSS Project Manager to review the schedule, recommend changes (if needed), and approve the final Baseline Project Schedule.

The Northwoods project team monitors and updates the task activities as they are completed. The Northwoods Project Manager routinely evaluates the schedule to compare baseline data against actual performance. As a result, the Northwoods Project Manager identifies schedule variance and potential problems, adjusts the schedule and/or reassigns resources, and reports progress to appropriate stakeholders and team members.

For additional descriptions of the Northwoods project team and Monterey DSS project team roles, please see "Project Roles" on page 2.

Server Environment

Northwoods will install an integration agent on a Monterey DSS server (physical or virtual) that will be used to enable the exchange of data between CWS/CMS, CMIPS, and Traverse, as detailed in "System Integration." Please note that Monterey DSS will be responsible for providing this server at their own cost.

The integration agent is required to communicate with both the data source (CWS/CMS and CMIPS) and target data (Traverse). It is installed on a server at the agency and provides secure data transfer to the Traverse solution.

Monterey DSS must provide the integration agent server according to the minimum specifications listed below:

- One of the following operating systems:
  - o Windows Server 2012 or greater
  - o Windows Server 2016 is recommended
- Microsoft components:
  - o Microsoft .NET Framework 4.7.2 (full version)

o   Microsoft Windows Identity Foundation

- Minimum specs:
    o   Quad Core CPU
    o   8 GB of RAM
    o   8 GB of free hard disk space

Business Process Analysis and System Design

The Northwoods project team will interview subject matter experts (SMEs) from Monterey DSS to determine which business processes will be affected and discover how the required changes can be best managed. The Northwoods project team will work with Monterey DSS SMEs to identify business processes, forms, and a filing structure conducive to the needs of Monterey DSS as SMEs interact with Traverse. As a result, the Northwoods project team will identify which capabilities the application should include, provide the Functional Specifications Document, develop the Integration Design Document, and prioritize testing requirements.

Electronic Forms Design

Electronic Forms Design consists of all activities required for the Northwoods forms designers to convert up to a maximum of 400 existing paper-based and electronic forms into a user-friendly format during the course of the project. Please note that after project closure, regardless of the number of forms actually converted, any requests for additional electronic forms conversions that were not identified during the project are considered out of scope and may be subject to additional fees.[2]

Northwoods uses a forms design process that allows forms designers to create electronic forms that an agency uses every day. We will start the form development process by holding discovery sessions with Monterey DSS SMEs to ensure appropriate agency forms are selected.

Following discovery sessions, we will create an electronic template that is used throughout the development and production process. We then add form fields to the template—including text fields, checkboxes, drop-down lists, and signature fields—based on Monterey DSS's existing paper or electronic forms. We will also add form fields, when deemed appropriate by Northwoods' forms designers, that can be autofilled with a client's information when Monterey DSS workers start the form, saving them time and minimizing potential typing mistakes.

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[2] Following project completion, Northwoods forms designers will provide Monterey DSS with up to 80 hours of forms maintenance per year. Forms maintenance involves creating, updating, and retiring electronic forms in Monterey DSS's forms library. If Monterey DSS elects to add additional forms into Traverse, the county will be able to draw upon its forms maintenance hours when engaging Northwoods. Any additional electronic forms design and/or maintenance beyond the allocated hours will require a separate work order subject to additional fees.

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Client Hardware Deployment

Client Hardware Deployment includes the activities required to make client-side hardware available for agency use. Monterey DSS will order and take inventory of client hardware to ensure that it is available for deployment to Traverse end users.

Required client-side hardware includes the following:

- Desktop scanners (Fujitsu fi-7160 Desktop Scanners are recommended)
- Tablets or laptops featuring the following operating systems:
  - iOS 12 or higher
  - Windows 10 or higher

Client Software Deployment

Client Software Deployment includes those activities necessary to make client-side software available to Traverse end users. Traverse requires compatible browsers and operating systems as seen in Traverse Technical Requirements.

Northwoods will assist Monterey DSS in the following software deployment activities:

- Deploying scanner drivers (PaperStream IP (TWAIN) 1.30.0.5032 recommended) to worker desktop
- Adding the Traverse browser shortcut to worker desktops
- Adding Traverse to favorites/bookmarks in worker browsers
- Adding the Traverse link to the Monterey DSS intranet site

Additionally, Northwoods will modify Monterey DSS' deployment scripts to assist with the deployment of Traverse during Phase 4: Deploy.

Northwoods recognizes that Monterey DSS uses Workplace 1 as their Enterprise Mobility Management (EMM) software (not included with project) for device security, protection, and management. Monterey DSS will be responsible for appropriately configuring Workplace 1 prior to Traverse mobile device deployment.

Casefile Scanning

Monterey DSS will be responsible for scanning existing casefiles into Traverse. Northwoods recommends that Monterey DSS scan all active cases, as well as closed cases from the past two years.

During Business Process Analysis, the Northwoods Project Manager will work closely with the Monterey DSS Head Coach to establish the casefile scanning parameters to help ensure Monterey DSS's overall project success.

System Integration

System integration involves importing data from disparate system(s) into Traverse. For the purposes of this project, Northwoods will integrate Traverse with the following Monterey DSS systems:

- CWS/CMS
- CMIPS

Northwoods will determine integration requirements—inclusive of a unique casefile or case member identifier—during discovery sessions, documenting the results in the Integration Design Document project deliverable. For additional information on the Integration Design Document deliverable, please refer to "Acceptance Criteria" on page 5.

Consistent with the approved Integration Design Document, Monterey DSS will provide Northwoods with:

- CWS/CMS and CMIPS CSV files consisting of case, client, and service provider demographic data (minimum requirement)
- Direct database access to or an API for CWS/CMS and CMIPS (preferred requirement)

Northwoods then completes a preliminary configuration of the integration agent to ensure it appropriately receives CWS/CMS and CMIPS data. Following the preliminary configuration, Northwoods will provide Monterey DSS with test cases (along with acceptance criteria) to test the integration's results. After testing is successfully completed, Northwoods and Monterey DSS will perform quality assurance testing (see "Quality Assurance Testing"). Once QAT has been completed and approved, the baseline integration configuration will be placed under configuration management, which will serve as a reference point for future integration changes.

Following the completion of its testing, Northwoods will be responsible for initiating the approved integration process in as near to real-time as possible as documented in the Integration Design Document project deliverable. Please note that Traverse will ingest data based on its availability within each disparate system.

While Traverse will receive CWS/CMS and CMIPS, the data transfer is one-way; Traverse will not export data back to CWS/CMS and CMIPS Additionally, if CWS/CMS or CMIPS contains duplicate records, Northwoods will not de-duplicate those records. Moreover, changes to the integration services, as well as changes made to the source data that result in additional Northwoods services, are subject to change order. This includes modifying the format of the source data, adding/changing/removing application programing interfaces (APIs), adding/changing/removing an enterprise service bus (ESB), and adding/changing/removing direct database access.

Questys Content Import

Northwoods will provide Monterey DSS with a one-time import of all In Home Support Services (IHSS) active and closed case file content from Questys, the agency's document management system, into Traverse.

Prior to importing any content, Monterrey DSS will provide Northwoods with its Questys electronic filing structure (taxonomy) , inclusive of document types and keywords. Northwoods will then provide Monterrey DSS with consultation around how to map the agency's electronic filing structure to content types in Traverse. Once Monterrey DSS has completed all electronic filing structure mapping, the agency will provide Northwoods with an electronic filing structure mapping document.

Northwoods will then work with Monterey DSS to extract digital documents from Questys—using either an API/SDK (preferred) or direct database access—and temporarily store the documents on the agency's network before importing the documents into Traverse. To accomplish this task, Monterey DSS must provide Northwoods with access to the agency's Questys solution.

Northwoods will provide Monterey DSS with consultation during <u>Phase 2: Design</u> to determine the best way to import Questys data into Traverse. [3] Following consultation, Northwoods will import a small subset of Questys data into Traverse and perform testing to ensure the data was appropriately ingested by Traverse. Following the successful completion of testing, Northwoods will reconfigure (if necessary), execute, and monitor the import tool to facilitate the full transfer and loading of content from Questys into Traverse. Once this transfer is complete, Northwoods will perform additional testing to ensure all applicable Questys data was imported into Traverse.

Please note that Northwoods will be performing a one-time, one-way import of content from Questys; Traverse will not export any content or data back into Questys.

System Testing

The Northwoods project team will test the complete, integrated production system to confirm the system complies with specified requirements. System Testing involves testing of the complete end-to-end system to verify all system functional requirements. This stage of testing includes the execution of a comprehensive set of functional and operational tests.

Solution Review

The Northwoods project team will conduct a solution review to ensure that Traverse functionality and integration(s) are accurate represented in Monterey DSS' solution.

To accomplish this objective, the Northwoods project team and Monterey DSS coaches will create and review a set of baselines to appropriately measure Traverse, A baseline is a collection of similar functional items that constitute the solution at a specific point in time. Creating and maintaining baselines is important because it provides a structure for an orderly solution review. Each new baseline, and its associated changes, collectively

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[3] Please note that it may be necessary to establish a staging database on the agency's network capable to temporarily store Questys data before it is imported into Traverse. If necessary, Northwoods will provide Monterey DSS with appropriate staging database specifications.

represents the progression of the project. As the project evolves, changes to Traverse are more strictly documented and controlled.

Baseline categories include:

- **Conceptual Baseline (changes not controlled)**: Provides direction to project scope and serves as a **reference point to focus future work.**
- **Preliminary Integration Baseline (changes moderately controlled)**: Establishes the benchmark integration configuration once the Integration Design Document deliverable is approved.
- **QAT Test Baseline (changes moderately controlled)**: Reflects the release for testing criteria for QAT.
- **UAT Test Baseline (changes strictly controlled)**: Reflects the release for testing criteria for UAT.
- **Production Baseline (changes strictly controlled or controlled by change order)**: Reflects a completed, client-accepted system that is ready for the production release.

Quality Assurance Testing

Northwoods will provide Monterey DSS with quality assurance testing (QAT) to validate that the Traverse integration solution complies with the integration specifications provided in the Integration Design Document deliverable.

Prior to QAT occurring, Northwoods will develop and submit QAT test scripts, which will be used by Monterey DSS workers when completing QAT. Throughout the duration of QAT, Northwoods will provide Monterey DSS with onsite support, ensuring that all testing appropriately proceeds.

After testing is successfully completed, Northwoods will provide Monterey DSS with a QAT Results Document deliverable that details testing outcomes and demonstrates that Traverse meets the functionality detailed in the Integration Design Document deliverable. Once Monterey DSS accepts the QAT Results Document, Northwoods will place the baseline integration configuration in configuration management, which will serve as a reference point for future integration changes.

User Acceptance Testing

Northwoods will provide Monterey DSS with user acceptance testing (UAT), in addition to QAT and general system testing. UAT will be used to determine that Traverse complies with the functional specifications provided in the Functional Specifications Document.

Prior to UAT occurring, Northwoods will develop and submit UAT test scripts, which will be used by Monterey DSS workers when completing UAT.

During UAT, designated Monterey DSS workers will test the user-facing functionality of Traverse and validate that Traverse works the way it is intended. UAT will be undertaken before the system goes live. Northwoods will use information from business process analysis to create testing scripts that represent applicable business

processes and real-life scenarios. These scripts will be tracked back to individual or multiple business functions to ensure all functional requirements are met or accounted for prior to Traverse going live.

Although UAT is intended to test all business functionality, please note that test scripts are developed at a specific point in time and therefore cannot fully capture all continuously evolving business functions. Thus, Traverse modifications required to support the changing business processes often occur. Additional requirements defined during the implementation will be tested as they are identified, and the appropriate changes will then be made to the system.

After testing is successfully completed, Northwoods will provide Monterey DSS with a UAT Results Document deliverable that details testing outcomes and demonstrates that Traverse meets the functionality detailed in the Functional Specifications Document. Once the UAT Results Document is accepted by Monterey DSS, the Traverse configuration is considered complete and the formal solution review begins.

Training and Implementation Support

Northwoods will provide Monterey DSS with end-user training and implementation support. Training and implementation support ensure that an agency's workers know how to use Traverse, allowing the agency to minimize disruption to daily workloads as Traverse goes live.

Training

Training activities associated with this project are described, in detail, in the following subsections.

Solution Demonstration

The first training step is a solution demonstration that shows workers how they will complete day-to-day responsibilities using Traverse. Occurring in conjunction with the project kickoff, the Northwoods project team will provide a high-level demonstration of Traverse, providing Monterey DSS workers with an overview of their soon-to-be-implemented solution. This demonstration serves as a worker's first exposure to the new solution, generating excitement for Traverse while laying the groundwork for a successful project.

Video Walkthrough

Video walkthroughs are a proven training delivery method that provide an agency's workers with an overview of their Northwoods solution. Video walkthroughs are designed to help workers understand and familiarize themselves with Traverse and are a prerequisite to in-person, classroom training. Maintained in Northwoods' learning management system (LMS), Northwoods University, Monterey DSS workers will be able to access the most recent version of video walkthroughs anytime, anywhere with an internet connection. These videos are specifically developed with social services workers in mind to show how the software can be used to help them better perform their daily responsibilities.

Classroom Training

Prepared with the knowledge gained from the video walkthroughs, Monterey DSS workers will attend classroom training to gain a deeper understanding of the features contained within their Northwoods solution. Classroom training will occur in an interactive classroom environment led by either the Northwoods project team (limited production pilot only) or Monterey DSS coaches.

The Northwoods project team and Monterey DSS coaches will use realistic scenarios and incorporate familiar business processes, gathered by the Northwoods project team during discovery sessions, to provide context and reinforce Monterey DSS worker comprehension.

The duration of classroom training sessions will be adjusted depending on the target group in attendance. Reference materials will be made available to Monterey DSS workers following each session.

As detailed in "Limited Production Pilot", the Northwoods project team will be responsible for the delivery of the following classroom training courses to the Limited Production Team:

Course Name	Description	Delivery Method
Traverse Content Creation Workshop	During this course, participants learn how to convert their paper and electronic documents into Traverse content.	Instructor-led
Traverse Content Collection Workshop	During this course, participants are introduced to the web and mobile functionality of Traverse in order to collect case content.	Instructor-led
Traverse Case Discovery Workshop	During this course, participants are trained on how to use the power of the case discovery functionality within Traverse. Trainees will learn how to use events, mentions, and analytics to make more informed decisions based on all historical information known to the agency within a client's case file.	Instructor-led

The Monterey DSS coaches will be responsible for the delivery of the following training courses to the remainder of the agency during Phase 4: Deploy.

Course Name	Description	Delivery Method
Traverse Content Creation Workshop	During this course, participants learn how to convert their paper and electronic documents into Traverse content.	Coach-led
Traverse Content Collection Workshop	During this course, participants are introduced to the web and mobile functionality of Traverse in order to collect case content.	Coach-led

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Course Name	Description	Delivery Method
Traverse Case Discovery Workshop	During this course, participants are trained on how to use the power of the case discovery functionality within Traverse. Trainees will learn how to use events, mentions, and analytics to make more informed decisions based on all historical information known to the agency within a client's case file.	Coach-led

Training Schedule

The Northwoods project team and Monterey DSS Head Coach will develop a training schedule as a document separate from the Baseline Project Schedule. The training schedule will provide scheduled dates, timeframes, and locations for all proposed sessions.

Training Facilities and Environment

All instructor-led classroom training sessions take place in a training environment provided by Monterey DSS.

Implementation Support

Northwoods will provide Monterey DSS with coach-led support and business process consultation to effectively support the project's implementation.

Coach-Led Support

We understand that workers face countless obstacles depending upon the situations that exist when working with children and families. A worker's environment is fast paced and ever changing, while also tied to administrative demands, policies, and mandated requirements. Because workers spend time in both the field and the office, they often need to adjust their schedules for unanticipated circumstances. As such, workers need support when they are in a position to receive it, which does not always fit nicely into a structured schedule. Northwoods will work closely with Monterey DSS's Coaching Team to ensure they are in the best position to guide and support Monterey DSS's workers when they need it the most.

Although we provide our social services customers with training (solution demonstration, video walkthroughs, and instructor-led classroom training), we also facilitate coach-led implementation support to meet the needs of an agency's workers—when they are in the office and in the field interacting with clients. Implementation support provided directly to the coaching team by the Northwoods project team demonstrates firsthand how coach-led support will go the extra step to increase comfort level and knowledge of the solution in real-time and real-life situations (such as when interacting with the solution during a client interview, in a court room, or in a school). We will involve Monterey DSS coaches to ensure that changes in state and agency policies are represented through potential changes and to further develop Monterey DSS coaches in these learning opportunities.

For example, under a general training plan, suggestions may be given for handling a court date, even though a court date is not scheduled for the worker being trained until the next month—the worker can easily forget how to apply the techniques to the court situation. Instead, under our coach-led implementation support, instruction will be given to a Monterey DSS coaching team member in real time when the court event happens, reinforcing the concept with a real case.

Business Process Consultation

Business process consultation is arguably the most important step for the solution to achieve overall success at an agency. Up to this point, end users have seen and learned what the solution can and will do based on the features of the software. During the business process consultation step, end users learn how to use the software in their daily activities.

During this step, a Northwoods project team member works alongside a Monterey coaching team member who is providing direct support to a social worker in a live environment with a client present. This support promotes trust and confidence not only in the software but also with business processes being implemented. Having a Northwoods Project Manager available for support increases user knowledge, confidence, and adoption, and reduces the likelihood that users will resort back to a paper-based system. Additionally, the Northwoods Project Manager helps an agency develop best practices for the solution.

In the event of technical issues, having a Northwoods project team member working alongside a Monterey coaching team member who is providing direct support onsite to a social worker allows for immediate, real-time troubleshooting, which allows for a quick resolution and reduces or eliminates user down time.

Training and Implementation Support Phases

Training and Implementation Support for Traverse is broken into two phases: limited production pilot (LPP) and full production.

Limited Production Pilot

The Northwoods project team will provide targeted development for the Monterey DSS Coaching Team as part of Northwoods' implementation. Each member of the Monterey DSS Coaching Team will receive extensive support and consultation, as well as one-on-one assistance, during a series of targeted-support visits. This series of visits will allow the coaches to quickly apply Traverse to their daily responsibilities and enable them to become valuable internal supports for their peers once appropriately trained on the software. The Northwoods project team will provide a three-part consultation for each of the targeted-support visits:

- During the preparation segment, Northwoods and coaches discuss the intent of the visit and how Traverse can be used during the visit.
- During the interaction phase, the Northwoods project team provides direct support to coaches.
- During the debrief phase, Northwoods and coaches review the interaction and how Traverse was used, identifying strengths and sharing best practices.

Full Production

During the full production rollout of Traverse, Monterey DSS coaches will deliver instructor-led classroom training and targeted support sessions to solution end users. As part of the transition of ownership, the Northwoods project team will work closely with the Monterey DSS coaches as they conduct classroom training sessions so that the agency will be self-sufficient after the project closes. This approach provides the coaches with the tools necessary to:

- Support end users in their work environment
- Communicate new/revised processes, policies, and practices
- Reinforce the application of best practices

Work Requirements

The project is organized in phases that define the work required for a successful project.

Phase 0: All Project Phases

The following work requirements define the specific tasks the Northwoods project team and Monterey DSS project team will complete throughout all project phases. The timeline for completion is determined by the Baseline Project Schedule developed by the Northwoods Project Manager and approved by the Monterey DSS Project Manager.

Responsibilities

Code	Description	Responsible Party
0.1	Facilitate status review meetings throughout the duration of project to review progress and detailed plans, and identify and communicate potential risks and issues that may affect the schedule, budget, or deliverables	Northwoods
0.2	Attend status review meetings	Monterey DSS
0.3	Prepare and distribute written status reports	Northwoods
0.4	Review written status reports	Monterey DSS
0.5	Support Monterey DSS coaches	Northwoods

Phase 1: Startup

Project startup represents one of the most important aspects of the overall project. It focuses specifically on planning and communication. Without a solid foundation and plan, the rest of the project can be uncoordinated and difficult to manage. During this phase, we focus on all aspects of project initiation and planning, which

allows us to monitor, control, and complete the project within time and budget constraints while meeting all required deliverables.

Objectives

1. Plan and initiate the project
2. Assemble the Northwoods project team and secure necessary resources

Responsibilities

Code	Description	Responsible Party
1.1	Identify Northwoods project team members and provide the Monterey DSS Project Manager with appropriate contact information	Northwoods
1.2	Facilitate planning meeting with the Project Sponsor and other key stakeholders to: • Outline project goals • Establish roles and responsibilities of team members • Clarify the expectations of all parties • Create a shared commitment toward project success	Northwoods
1.3	Attend planning meeting with the Northwoods project team	Monterey DSS
1.4	Facilitate technology meeting with Monterey DSS to identify technical requirements and discuss implementation timelines	Northwoods
1.5	Attend technology meeting with Northwoods	Monterey DSS
1.6	Review project management procedures with the Monterey DSS Project Manager	Northwoods
1.7	Review the format and frequency of status reports with the Monterey DSS Project Manager	Northwoods
1.8	Develop and submit Baseline Project Schedule to the Monterey DSS Project Manager for review	Northwoods
1.9	Evaluate and approve the Baseline Project Schedule	Monterey DSS
1.10	Develop and submit Training Plan to the Monterey DSS Head Coach for review	Northwoods
1.11	Evaluate and approve the Training Plan	Monterey DSS
1.12	Conduct the agency leadership coaching overview meeting	Northwoods
1.13	Attend the agency leadership coaching overview meeting	Monterey DSS
1.14	Identify and assign the Monterey DSS Coaching Team members	Monterey DSS

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Code	Description	Responsible Party
1.15	Provide Northwoods with a roster of Monterey DSS Coaching Team members	Monterey DSS
1.16	Provide the Monterey DSS Head Coach with work activities and target completion dates required for Monterey DSS and Monterey DSS Coaching Team members	Northwoods
1.17	Schedule agency staff and provide facilities/equipment for project kickoff meeting	Monterey DSS
1.18	Lead project kickoff meeting with the Monterey DSS Head Coach	Northwoods
1.19	Attend project kickoff meeting	Monterey DSS

Phase 2: Design

This phase includes the objectives and responsibilities for designing the business and system requirements for the project.

Objectives

1. Identify business (functional) and system (nonfunctional) requirements
2. Complete preliminary system design

Responsibilities

Code	Description	Responsible Party
2.1	Provide consultation and appropriate documentation for Monterey DSS to perform a site survey and identify site modifications necessary to accept project hardware and software	Northwoods
2.2	Procure client-side hardware based on Northwoods' recommendations	Monterey DSS
2.3	Configure EMM based on Northwoods' recommendations	Monterey DSS
2.4	Facilitate business process analysis sessions with Monterey DSS SMEs, including sessions specific to electronic forms design and electronic filing structure creation	Northwoods
2.5	Participate in all business process analysis sessions	Monterey DSS
2.6	Submit the Functional Specifications Document to the Monterey DSS Head Coach	Northwoods

Code	Description	Responsible Party
2.8	Develop and submit Integration Design Document to the Monterey DSS Head Coach for review	Northwoods
2.9	Evaluate and approve the Integration Design Document	Monterey DSS
2.10	Provision server for integration agent	Monterey DSS
2.11	Provide access to CWS/CMS and CMIPS data	Monterey DSS
2.12	Stand up integration agent on the same network as Monterey DSS' instances of CWS/CMS and CMIPS	Northwoods
2.13	Map data elements and assist with determining business rules for the integration process	Northwoods
2.14	Review data elements and determine business rules for the integration process	Monterey DSS
2.15	Deliver data sample according to the Integration Design Document	Monterey DSS
2.16	Develop integration solution based on requirements in the Integration Design Document	Northwoods
2.17	Provision SaaS environment	Northwoods
2.18	Provide Monterey DSS with consultation around how Northwoods intends to import Questys data into Traverse	Northwoods
2.19	Map Monterey DSS' electronic filing structure to the content types in Traverse	Monterey DSS
2.20	Provide Northwoods with Monterey DSS' Questys electronic filling structure	Monterey DSS
2.21	Provide Northwoods with Questys database and admin access	Monterey DSS
2.22	Provide Northwoods with a Questys API/SDK or direct database access	
2.23	Access Monterey DSS' Questys environment(s) and extract a subset of active and closed content associated with IHSS workers' case files and import the content into Traverse	Northwoods
2.24	Perform testing to ensure the imported Questys data is appropriately represented in Traverse	Northwoods
2.25	Execute the import tool and import applicable Questys content into Traverse	Northwoods

Code	Description	Responsible Party
2.26	Monitor the transfer of Questys data into Traverse	Northwoods
2.27	Perform testing to ensure Questys data is appropriately represent in Traverse	Northwoods
2.28	Provide consultation to assist Monterey DSS in reviewing/updating forms library to prepare for electronic forms design	Northwoods
2.29	Review existing forms library and update existing forms as needed to prepare for electronic forms design	Monterey DSS
2.30	Provide Northwoods with the existing forms library	Monterey DSS
2.31	Design up to 400 electronic forms	Northwoods
2.32	Ensure the solution is ready for testing	Northwoods

Phase 3: Test

The Northwoods project team tests the complete, integrated production system to confirm the system complies with specified requirements. System testing involves testing of the complete end-to-end system to verify all system functional and performance requirements. This stage of testing includes the execution of a comprehensive set of functional and operational tests.

Objective

1. Verify that all functional and nonfunctional requirements are satisfied prior to full-scale production implementation
2. Verify Production Release Criteria have been achieved

Responsibilities

Code	Description	Responsible Party
3.1	Perform system testing to ensure the solution is functioning correctly	Northwoods
3.2	Perform integration solution testing to ensure the integrations are functioning correctly	Northwoods
3.3	Update configuration of hardware and software systems as needed	Northwoods
3.4	Initiate the solution review with the Monterey DSS Coaching Team	Northwoods
3.5	Begin participating in the solution review	Monterrey DSS
3.6	Develop and submit QAT test scripts	Northwoods

Code	Description	Responsible Party
3.7	Facilitate QAT, providing Monterey DSS with onsite support	Northwoods
3.8	Execute QAT test scripts	Monterey DSS
3.9	Submit the QAT Results Document deliverable to the Monterey DSS Head Coach for review	Northwoods
3.10	Evaluate and approve the QAT Results Document deliverable	Monterey DSS
3.11	Develop and submit UAT test scripts	Northwoods
3.12	Facilitate UAT, providing Monterey DSS with onsite support	Northwoods
3.13	Execute UAT test scripts	Monterey DSS
3.14	Submit the UAT Results Document deliverable to the Monterey DSS Head Coach for review	Northwoods
3.15	Evaluate and approve the UAT Results Document deliverable	Monterey DSS
3.16	Complete the solution review with the Monterey DSS Coaching Team and formally request to promote the solution to its production environment	Northwoods
3.17	Complete the solution review and grant Northwoods authorization to promote the solution to its production environment	Monterey DSS

Phase 4: Deploy

This phase includes the objectives and responsibilities for deploying the project, including an iterative, multilayered approach to training and implementation support.

Objective

1. Deploy client hardware and software
2. Train and support end users on system functions and new/revised business processes
3. Train system and application administrator(s)

Responsibilities

Code	Description	Responsible Party
4.1	Promote Traverse to its production environment	Northwoods
4.2	Provide Northwoods with deployment scripts necessary to assist with the deployment of Traverse	Monterey DSS

Code	Description	Responsible Party
4.3	Modify Monterey DSS' deployment scripts to facilitate the initial deployment of Traverse	Northwoods
4.4	Deploy Monterey DSS agreed upon client-side hardware	Monterey DSS
4.5	Deploy desktop scanner drivers to applicable worker desktops	Monterey DSS
4.6	Add Traverse browser shortcut to worker desktops	Monterey DSS
4.7	Add Traverse to favorites/bookmarks in worker browsers	Monterey DSS
4.8	Add Traverse link to Monterey DSS intranet site	Monterey DSS
4.9	Deploy the Traverse companion application to worker mobile devices	Monterey DSS
4.10	Develop and submit training schedule to the Monterey DSS Head Coach for review	Northwoods
4.11	Evaluate and approve the training schedule	Monterey DSS
4.12	Consistent with the approved training schedule, provide the appropriate training facilities for onsite training sessions (available for setup one day in advance of any scheduled training)	Monterey DSS
4.13	Schedule training sessions, create rosters, and provide training equipment and logistical support	Monterey DSS
4.14	Request full user email distribution and name list for delivery of video walkthroughs	Northwoods
4.15	Provide full user email distribution and name list for delivery of video walkthroughs	Monterey DSS
4.16	Complete video walkthroughs	Monterey DSS
4.17	Conduct instructor-led LPP classroom training workshops (Traverse Content Creation, Traverse Content Collection, and Traverse Case Discovery)	Northwoods
4.18	Participate in instructor-led LPP classroom training (Traverse Content Creation, Traverse Content Collection, and Traverse Case Discovery)	Monterey DSS
4.19	Review maintenance and support protocol/procedures with Monterey DSS, introducing the agency to their Northwoods Support Center Support Specialist(s)	Northwoods
4.20	Introduce Monterey DSS to their dedicated Northwoods Customer Success Manager	Monterey DSS

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Code	Description	Responsible Party
4.21	Conduct Coach-led classroom training (Traverse Content Creation, Traverse Content Collection, and Traverse Case Discovery)	Monterey DSS
4.22	Assist Monterey DSS with the Coach-led classroom training (Traverse Content Creation, Traverse Content Collection, and Traverse Case Discovery)	Northwoods
4.23	Participate in Coach-led classroom training (Traverse Content Creation, Traverse Content Collection, and Traverse Case Discovery)	Monterey DSS
4.24	Conduct targeted support sessions	Northwoods
4.25	Participate in targeted support sessions	Monterey DSS
4.26	Conduct coach-led targeted support sessions	Monterey DSS
4.27	Participate in coach-led targeted support sessions	Monterey DSS
4.28	Conduct coach consultation sessions	Northwoods
4.29	Participate in coach consultation sessions	Monterey DSS

Phase 5: Closeout

This phase includes the objectives and responsibilities for finalizing the project.

Objective

1. Confirm Project Acceptance Criteria.
2. Verify completion of work requirements and deliverable acceptance.
3. Verify Project Acceptance Criteria have been achieved.
4. Formally close the project.

Responsibilities

Code	Description	Responsible Party
5.1	Review outstanding issues with the Monterey DSS Project Manager	Northwoods
5.2	Review Project Acceptance Criteria with the Monterey DSS Project Manager	Northwoods
5.3	Determine timeframe for post-project consultation with Monterey DSS	Northwoods
5.4	Determine timeframe for post-project consultation with Northwoods	Monterey DSS
5.5	Submit Project Acceptance form for signoff	Northwoods

Code	Description	Responsible Party
5.6	Approve project acceptance	Monterey DSS
5.7	Perform administrative closure: final invoicing; collection and archival of project records; and release of project resources (for example, staff, facilities, and automated systems)	Northwoods

Phase 6: Post-Project Consultation

This phase includes the objectives and responsibilities for providing post-project consultation to the Monterey DSS coaches. Northwoods will provide Monterey DSS with at least one onsite post-project consultation session within three to six months following project closure.

Please note that this phase will occur following the formal completion of the project and payment of the final project invoice.

Objective

1. Provide consultation to the Monterey DSS Coaching Team
2. Provide resources to the Monterey DSS Coaching Team to increase user adoption of Traverse
3. Increase the skillset and knowledge base of Traverse Case Discovery through use-cases and scenarios

Responsibilities

Code	Description	Responsible Party
6.1	Conduct assessment meetings with representatives from Monterey DSS business units	Northwoods
6.2	Participate in assessment meetings with the Northwoods project team	Monterey DSS
6.3	Provide consultation to the Monterey DSS coaches based upon business unit assessment meetings	Northwoods
6.4	Participate in consultation meetings with the Northwoods project team	Monterey DSS

Location and Hours of Work

In order to decrease implementation costs and reduce deployment barriers, the work activities performed by the Northwoods project team are performed remotely and on location at Monterey DSS. As a result, Monterey DSS must provide the following to the Northwoods project team:

- Open/escorted facility access for the Northwoods project team from 7:00 AM to 9:00 PM local time on weekdays and 7:00 AM to 4:00 PM local time on Saturdays

- Office space and/or cubicles with the ability to be secured and at least one active network jack (Ethernet connection), or wireless access point, and one electrical connection
- Office furniture (desk and chairs)
- Meeting rooms with an overhead projector, whiteboard, and supplies for conducting facilitated meetings (based on availability)

To the extent possible, onsite work by the Northwoods project team occurs during regular business hours. On occasion, the Northwoods project team may work onsite during evenings, nights, Saturdays, and other nonstandard work hours to maintain the Baseline Project Schedule. As a result, facility access during nonstandard hours may be necessary.

Project work can be performed remotely or on-site. Much of the project work will be performed remotely. When working remotely, the Northwoods project team ensures the effective exchange of information and transfer of knowledge by using alternate methods of communication including but not limited to email, teleconferencing, and remote network access.

Project Acceptance

The following acceptance criteria are used to acknowledge acceptance of the final project deliverable:

- All Northwoods assigned project work requirements have been completed.
- All project deliverables have been accepted.

The Northwoods Project Manager submits a Project Acceptance form once project acceptance criteria have been achieved. The Monterey DSS Project Sponsor, or authorized designee, evaluates whether the final project deliverable meets project acceptance criteria listed above. If the final project deliverable meets the project acceptance criteria, the Monterey DSS Project Sponsor, or authorized designee, signs the Project Acceptance form within five business days to acknowledge acceptance of the project.

Should the final project deliverable fail to conform to acceptance criteria, the Monterey DSS Project Sponsor, or authorized designee, documents any deficiencies in the Project Acceptance form and returns the form to the Northwoods Project Manager within five business days. The Northwoods Project Manager then facilitates corrective action and resubmits the Project Acceptance form once corrective action is complete. If the Project Acceptance form is not returned to the Northwoods Project Manager within five business days, the project is deemed accepted by the customer.

Project Assumptions

The following assumptions are used to acknowledge requirements and dependencies for the project.

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Code	Topic	Assumption
A.1	General	All project participants will provide the necessary resources (for example, human resources, facilities, and equipment) to complete assigned work activities within established timelines in the approved Baseline Project Schedule deliverable.
A.2	General	Monterey DSS will provide Northwoods with unrestricted local and remote (VPN) network access and appropriate security privileges to application server(s) for the Northwoods project team to complete configuration of solution software.
A.3	General	Monterey DSS will provide: • Technical assistance as needed • Appropriate security and network access levels to all required support systems related to the project • Appropriate access levels, procedure documentation, and/or consultation for all supporting systems
A.4	Project Planning and Management	The Monterey DSS Project Manager will coordinate activities for Monterey DSS resources (for example, personnel and facilities).
A.5	Client Hardware Deployment	Monterey DSS will purchase and install agreed upon client hardware within timeframes established in a mutually agreed upon Baseline Project Schedule. Delays in purchasing client hardware may result in additional service costs and possible delays in the project.
A.6	Client Hardware Deployment	Monterey DSS will be responsible for configuring an appropriate Enterprise Mobility Management (EMM) tool.
A.7	Client Hardware Deployment	Northwoods will provide technical specifications for Monterey DSS to procure all necessary client hardware.
A.8	Client Hardware Deployment	Monterey DSS will be responsible for purchasing appropriate desktop scanners.
A.9	Client Hardware Deployment	Disposal of packing material will be the responsibility of Monterey DSS.
A.10	Commercially Available Software	Traverse is a commercially available software product. As such, suggestions for changes/enhancements to software source code may be considered for future releases but implementation will not be contingent upon these changes.
A.11	System Integration	Monterey DSS will adhere to the Integration Design Document and the integration specifications provided by Northwoods.

| Work Activities

Code	Topic	Assumption
A.12	System Integration	Changes to the integration process will be subject to Change Management.
A.13	System Integration	The initial full extract data file will include all records for all active cases. After the initial import, each period's extract file will include only records for active cases where any data element has changed from the previous data extract.
A.14	System Integration	If incremental extract data files cannot be provided, a staging database will be required to compare records before sending data to Traverse. This will affect the update interval of the integration process.
A.15	System Integration	Extract files are deleted after they have been successfully captured on the Traverse server. If, for any reason, there is already one or more extract file in the same location, the integration process will place the new extract file in the location.
A.16	System Integration	CWS/CMS and CMIPS data files, provided by Monterey DSS, must have a unique identifier for each case and person.
A.17	System Integration	Monterey DSS will be responsible for resolving any duplicate records for cases and people within CWS/CMS and CMIPS,
A.18	Content Import	Monterey DSS will be responsible for providing Northwoods with access to Questys
A.19	Content Import	Questys content files must have a unique identifier for each case and person.
A.20	Content Import	Any use of Questys occurring after Northwoods' one-time content import will require additional import(s), which is not considered within the scope of this project.
A.21	Content Import	Northwoods will not be responsible for indexing documents that have no corresponding CWS/CMS and CMIPS case file. Monterey DSS will be responsible for indexing these associated documents within Traverse.
A.22	Content Import	Documents imported from Questys is dependent upon the integration between CMIPS and Traverse. Northwoods will only import documents associated with active and closed IHSS case files. Parameters around active and closed IHSS case files will be detailed in the Functional Specifications Document.
A.23	Testing	Monterey DSS will provide the appropriate network access and security privileges for designated testers.

Code	Topic	Assumption
A.24	Testing	Following completion of testing, as detailed in "Phase 3: Testing," Northwoods will promote Traverse to its production environment (upon Monterey DSS' approval and authorization). Once promoted, Northwoods will decommission the Traverse test environment.
A.25	Training	Video walkthroughs are a prerequisite for all other training courses. Monterey DSS will be responsible for ensuring all workers have viewed the video walkthroughs prior to attending any other training sessions.
A.26	Training	Based on a mutually approved training schedule, Monterey DSS end users will attend each scheduled training session. Northwoods is not responsible for makeup training sessions.
A.27	Training Facilities and Environment	Monterey DSS will provide a training facility for all scheduled classroom training sessions. The training facility must be available for setup one day in advance of any scheduled classroom training sessions. The training facility should include a whiteboard, projector (for presentations), desks, chairs, and computer workstations for up to 10 workers and one training instructor.
A.28	Out of Scope	Any activities not explicitly included in "Work Requirements."
A.29	Out of Scope	Any modifications to the solution software code. Suggestions for changes/enhancements may be considered for future software releases, but implementation will not be contingent upon these changes.
A.30	Out of Scope	Imaging of closed case files (that is, backfile scanning) outside of casefile scanning mutually approved during the project is considered outside of project scope. Northwoods will train Monterey DSS on scanning best practices for the open and active case that will be ingested during implementation. Monterey DSS will be responsible for scanning any inactive and/or closed case files. MCDSS is responsible for scanning any inactive and/or closed case files.
A.31	Out of Scope	Shredding of paper documents is considered outside of project scope.

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Appendix A: Deliverable Review Procedures

The tools, techniques, and procedures described in this section are used to create a clear and unambiguous definition of each project deliverable and of the process used to obtain acceptance of each deliverable. To be accepted, all deliverables must be:

- In accordance with the scope of work defined for this project
- Complete and ready for handover
- Reviewed and approved by the Monterey DSS Project Manager in accordance with the defined acceptance criteria for the respective deliverable

Review Methods

Depending on its classification, project deliverables are reviewed through formal evaluation, functional review, or walk-through inspection. The purpose of deliverable classification is to ensure each deliverable receives the appropriate level of review and acceptance based on the characteristics, complexity, and source of the deliverable.

- **Formal Evaluation**: The systematic process of evaluating whether a deliverable meets specifications. Formal evaluations are most appropriate for written deliverables that require review by multiple Monterey DSS SMEs.
- **Functional Review**: The informal and immediate review of a deliverable to gain immediate feedback about content or technical quality. Alterations to the deliverable often occur during the review. Functional reviews are most appropriate for written deliverables or performance-based deliverables within the area of expertise and/or responsibility of a single person or small work group.
- **Walk-Through Inspection**: The informal and immediate examination of material or equipment. The purpose is to validate the completion of a deliverable work activity. Walk-through inspections are most appropriate for performance-based deliverables within the area of expertise and/or responsibility of a single person or small work group.

Functional reviews and walk-through inspections typically allow for faster turnaround time for review and acceptance than formal evaluations. They differ from formal evaluation with their openness of structure in which direct verification occurs at the time of review or inspection.

Formal Evaluation

The following deliverable acceptance procedure describes the formal evaluation process:

1. The Northwoods Project Manager submits a Deliverable Acceptance form (for more information, see the "Acceptance Log" section of this document) as the deliverable is completed. Within five business

days, the Monterey DSS Project Manager and any necessary Monterey DSS SMEs evaluate whether the deliverable meets the acceptance criteria.

2. If the deliverable meets the outlined specifications, the Monterey DSS Project Manager signs the Deliverable Acceptance form acknowledging acceptance of the deliverable. The Monterey DSS Project Manager then returns the form to the Northwoods Project Manager within the five-day review period and no further action is necessary.

3. If a deliverable were to fail to conform to acceptance criteria, the Monterey DSS Project Manager must adequately document the deficiency in the Deliverable Acceptance form and return the form to the Northwoods Project Manager within the five-day review period. The Northwoods Project Manager then facilitates corrective action and returns the corrected deliverable within a mutually agreed upon timeframe.

4. The Monterey DSS Project Manager evaluates and approves or rejects corrected deliverables received from the Northwoods Project Manager within five business days, unless the Monterey DSS Project Manager notifies the Northwoods Project Manager within the five business days that additional time is required for the review. Both the Northwoods Project Manager and the Monterey DSS Project Manager must mutually agree to the time of the extension.

5. If additional corrective action is necessary, both the Northwoods Project Manager and Monterey DSS Project Manager must mutually agree to the time period for corrective action.

6. Any deliverables not evaluated and returned to the Northwoods Project Manager for correction within the agreed upon period are deemed accepted by Monterey DSS.

Functional Review

The following deliverable acceptance procedure describes the process for functional reviews:

1. The Northwoods Project Manager meets with the Monterey DSS Project Manager to evaluate whether the deliverable meets the acceptance criteria. As needed, additional reviewers may review the deliverable based on specific areas of expertise.

2. The Monterey DSS Project Manager determines if the deliverable should be accepted or rejected. If a deliverable were to fail to conform to acceptance criteria, the Northwoods Project Manager and the Monterey DSS Project Manager may immediately attempt to make alterations to the deliverable. If the deliverable meets the outlined specifications, the Monterey DSS Project Manager signs the Deliverable Acceptance form acknowledging acceptance of the deliverable and no further action is necessary.

3. Should a deliverable fail to conform to acceptance criteria and immediate alterations are unsuccessful or not practical/possible, the Northwoods Project Manager documents the deficiency in the Deliverable Acceptance form. The Northwoods Project Manager then facilitates corrective action and returns the corrected deliverable within three business days. The Northwoods Project Manager and the Monterey DSS Project Manager may mutually agree to a time extension if additional time is necessary for corrective action.

4. Following corrective action, the Northwoods Project Manager notifies the Monterey DSS Project Manager. The Northwoods Project Manager and the Monterey DSS Project Manager meet within three

business days after notification of corrective action is sent to the Monterey DSS Project Manager for the Monterey DSS Project Manager to approve or reject the corrected deliverable, unless the Monterey DSS Project Manager notifies the Northwoods Project Manager that additional time is required. Both the Northwoods Project Manager and the Monterey DSS Project Manager must mutually agree to a time extension to review the corrected deliverable.

5. If additional corrective action is necessary, both the Northwoods Project Manager and the Monterey DSS Project Manager must mutually agree to the time period for corrective action.

6. Any deliverables not inspected within the agreed upon period are deemed accepted by the Monterey DSS Project Manager.

Walk-Through Inspection

The following deliverable acceptance procedure describes the process for walk-through inspections:

1. The Northwoods Project Manager meets with the Monterey DSS Project Manager to evaluate whether the deliverable meets the acceptance criteria. As needed, additional reviewers may review the deliverable based on specific areas of expertise.

2. The Monterey DSS Project Manager determines if the deliverable should be accepted or rejected. If a deliverable were to fail to conform to acceptance criteria, the Northwoods Project Manager and the Monterey DSS Project Manager may immediately attempt to make alterations to the deliverable. If the deliverable meets the outlined specifications, the Monterey DSS Project Manager signs the Deliverable Acceptance form acknowledging acceptance of the deliverable and no further action is necessary.

3. Should a deliverable fail to conform to acceptance criteria and immediate alterations are unsuccessful or not practical/possible, the Northwoods Project Manager documents the deficiency in the Deliverable Acceptance form. The Northwoods Project Manager then facilitates corrective action and returns the corrected deliverable within three business days. The Northwoods Project Manager and the Monterey DSS Project Manager may mutually agree to a time extension if additional time is necessary for corrective action.

4. Following corrective action, the Northwoods Project Manager notifies the Monterey DSS Project Manager. The Northwoods Project Manager and the Monterey DSS Project Manager meet within three business days after notification of corrective action is sent to the Monterey DSS Project Manager for the Monterey DSS Project Manager to approve or reject the corrected deliverable, unless the Monterey DSS Project Manager notifies the Northwoods Project Manager that additional time is required. Both the Northwoods Project Manager and the Monterey DSS Project Manager must mutually agree to a time extension to review the corrected deliverable.

5. If additional corrective action is necessary, both the Northwoods Project Manager and the Monterey DSS Project Manager must mutually agree to the time period for corrective action.

6. Any deliverables not inspected within the agreed upon period are deemed accepted by the Monterey DSS Project Manager.

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Acceptance Log

The Northwoods Project Manager will maintain an Acceptance Log to document the delivery and approval of each deliverable. The Acceptance Log will include the following information:

- **ID**: The identification number assigned to the deliverable.

- **Deliverable Description**: Brief identification of the deliverable which may include the cross reference from the Project Management Plan or Acceptance Delivery Plan for the deliverable.

- **Date Submitted**: The date the Northwoods Project Manager presents the deliverable to the Monterey DSS Project Manager for acceptance.

- **Approval Decision**: Indication of whether or not the deliverable is approved or rejected by the Monterey DSS Project Manager.

- **Date of Decision**: Date that the approval or rejection decision by the Monterey DSS Project Manager took place.

Timeliness

A mutually agreed upon Baseline Project Schedule establishes the baseline timeframes and how related deliverables are tracked and accounted for throughout the project. The Baseline Project Schedule is routinely evaluated by the Northwoods Project Manager for comparison of baseline data against actual performance. Risks and deviations to the plan are identified in written status reports and/or discussed during project team status meetings. As a result, the Northwoods Project Manager identifies schedule variance and potential problems, adjusts the schedule and/or reassigns resources, and reports progress to appropriate stakeholders and team members.

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Appendix B: Change Management

Many projects suffer from "scope creep," "growing requirements," and changes in plans that ultimately cause unnoticed slippage in the budget and schedule and loss of the control needed to deliver the intended work products according to specifications. Effective Change Management ensures that changes within the project are made in a consistent manner and that key stakeholders are informed of the state of the requested changes and the impact of those changes.

Change Control Process

The purpose of Northwoods' Change Control Process is to ensure that changes within the project are made in a consistent manner and that key stakeholders are informed of the state of the requested changes and the impact of these changes. Whenever possible, the Northwoods project team works with Monterey DSS to identify in-scope workarounds for any out-of-scope requests.

The Change Control Process is a three-step process.

- Identification
- Evaluation
- Management

The following diagram represents the Change Control Process for the project.

Identification

Evaluation

Management
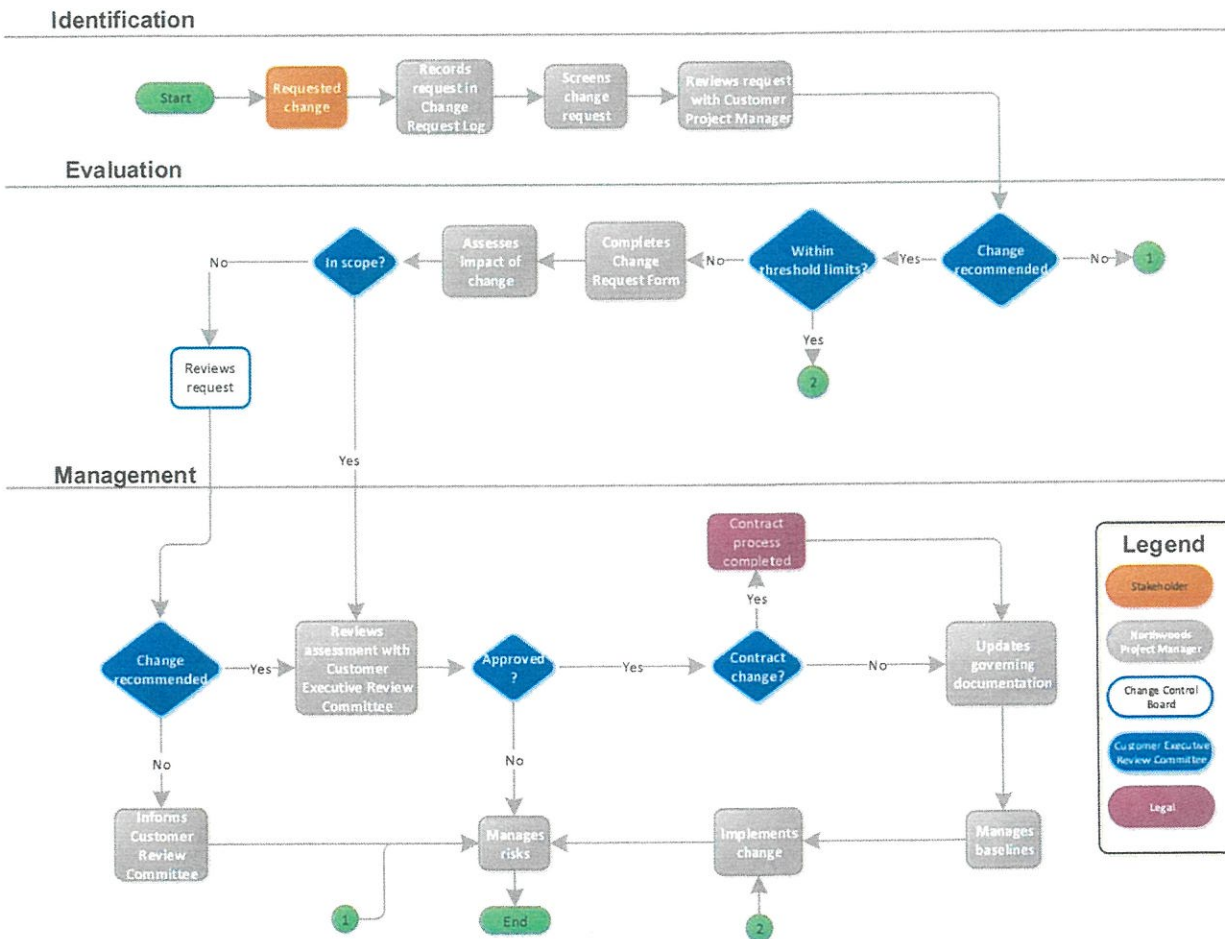
Identification

A Change Request (CR) form is used to formally initiate a change request. Types of change requests to be initiated using this form include changes to the project.

Any project stakeholder can initiate a change request by submitting a Change Request (CR) form to the Northwoods Project Manager. The Northwoods Project Manager screens the request to determine whether or not there is adequate information for evaluation. The Northwoods Project Manager may request that more information be provided. Once enough information is available to assess the CR, the Northwoods Project Manager reviews the request with the Monterey DSS Project Manager, and they collectively decide if the change should be recommended for further evaluation.

Evaluation

The Northwoods Project Manager and the Monterey DSS Project Manager can jointly accept in-scope or out-of-scope changes whose impact does not exceed the following threshold limits:

- A delay of one or more days to any project deliverable, milestone, or scheduled project completion date
- Scope changes to any project deliverable
- Negative impact on the quality of a project deliverable
- Additional expenditures in excess of $0 or additional project resources
- Requested changes/enhancements to project products

If the change request exceeds any of the established threshold limits, the Northwoods Project Manager evaluates whether the CR is within the overall scope of the project. If the requested change exceeds the threshold but is within scope of the project, the Northwoods Project Manager refers the CR to the Northwoods Project Management Office (PMO) for a decision. In instances for which the CR exceeds the threshold but is not within scope of the project, the Northwoods Project Manager refers the matter to the Northwoods Change Control Board (CCB), which determines if the change request is to be implemented. The Northwoods Project Manager communicates decisions by the PMO/CCB to the Monterey DSS Project Manager.

Requests for product enhancements are submitted to the Northwoods CCB through the Northwoods Project Manager. The Monterey DSS Project Manager is informed when a decision is made and the potential impact on the project.

Any changes that increase the contract total by any amount or add out-of-scope work will require a written and mutually executed contract amendment.

Management

The Northwoods Project Manager is responsible for implementing approved change requests and managing the risks associated with all approved or rejected change requests. The details surrounding all approved change requests expanding the scope for out-of-scope changes to the project or adding funding must be provided to each respective legal department to determine if such changes require a change to existing governing project documents or whether additional governing documents are required. Changes to existing governing project documents and adding additional government documents must be completed in writing and be mutually executed by both parties.

Modification to 7.01

7.01 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

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.

(end of Exhibit H)