



County of Solano
Standard Contract

For County Use Only
CONTRACT NUMBER:
03400-21
Dept., Division, FY, #)
H&SS, E&ES
BUDGET ACCOUNT:
7652
SUBJECT ACCOUNT:
2120, 2261

1. This Contract is entered into between the County of Solano and the Contractor named below:

Northwoods Consulting Partners, Inc.
CONTRACTOR'S NAME

2. The Term of this Contract is:

4/13/2021 to 6/30/2023

3. The maximum amount of this Contract is:

\$ 686,975

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

- Exhibit A – Scope of Work
Exhibit B – Budget Detail and Payment Provision
Exhibit C – General Terms and Conditions
Exhibit D – Special Terms and Conditions

This Contract is made on April 13, 2021.

Table with 2 columns: CONTRACTOR and COUNTY OF SOLANO. Rows include contractor name/signature, address, and county administrator/signatures.

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

## **EXHIBIT A** **SCOPE OF WORK**

### **CONTRACT DESCRIPTION**

Northwoods Consulting Partners, Inc. hereafter known as the Contractor, is the developer of a suite of highly configurable Commercial Off-The Shelf (“COTS”) software marketed specifically to human and social services agencies throughout the United States. An innovator and national thought leader in human services, Northwoods has been automating and modernizing the document and workflow management aspect of county and state government agencies since 2003, deploying and supporting client scheduling and lobby modernization solutions since 2004, providing and supporting mobile systems of engagement solutions for case workers in the field since 2012, and offering and supporting case discovery solutions dedicated to child and adult protective services since 2016.

Northwoods will continue to provide support for the existing OnBase and Compass software, which Solano has utilized since 2011.

Northwoods will work with Solano to: i) import documents from My Benefits CalWIN (MyBCW) into Compass Pilot using XML manifest files; and ii) validate XML manifest files and create and execute a daily XML manifest file exception report, which details the documents that are excluded from the manifest file before it is imported into OnBase by Hyland Software.

Northwoods will work with Solano ingest My Benefits CalWIN (MyBCW) documents that feature barcodes into OnBase by Hyland Software and leverage CalWIN-generated barcodes for indexing purposes within Solano HSSD’s mailroom.

This contract is divided into 3 distinct products/solutions:

- 1. OnBase and Compass Software support**
- 2. Implementation of a Northwoods Economic Assistance Solution – Content Import for MyBCW Batch Indexing**
- 3. Implementation of a Northwoods Economic Assistance Solution – Automated Mailroom for MyBCW Barcode Scanning**

### **A. WORK ACTIVITIES**

#### **1) Compass and OnBase software support**

- a) Northwoods will provide technical support services for Compass® and OnBase software and the delivery of generally released upgrades and enhancements with respect to such software, as described more fully in Attachment A.

#### **2) Northwoods Economic Assistance Solution – Content Import for MyBCW Batch Indexing**

- a) 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 including the following:

- 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 Solano HSSD Project Manager and key customer stakeholders.
- 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
  - Assign work activities and target completion dates required for the project team.
  - Review and approve task updates for the project team.
  - 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. The Northwoods Project Manager and Solano HSSD Project Manager mutually agree on the format and frequency of status reports and status review meetings.

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 Solano HSSD 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.

b) Business Process Analysis and System Design

The Northwoods project team will interview subject matter experts (SMEs) from Solano HSSD 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 Solano HSSD SMEs to identify which capabilities the solution should include, develop the Functional Specifications Document and prioritize testing requirements.

c) System Testing

The Northwoods project team will configure the solution per the Functional Specifications Document. Once configured, 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.

d) Solution Review

The Northwoods project team will conduct a solution review to ensure that the system's configuration baselines are accurate.

A configuration baseline is a collection of similar configuration items that constitute the system configuration at a specific point in time. Creating and maintaining baselines is important because it provides a structure for orderly development of the system. Each new baseline, and its associated changes, collectively represents the evolution of the system. As the system evolves, changes 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. (Baseline of existing processes)
- Functional Baseline (changes loosely controlled): Represents requirements that capture the needs of the customer. (Baseline of proposed processes)
- Preliminary Baseline (changes moderately controlled): Establishes the benchmark configuration once requirements are approved. (Baseline of configured processes)
- Test Baseline (changes strictly controlled): Reflects the configuration release for testing. (Baseline of configured processes after solution review)
- Production Baseline (changes by change order only): Reflects a completed, client-accepted system that is ready for the production release. (Baseline of approved processes)

e) Training

Northwoods will provide Solano HSSD with end-user training. Training ensures that an agency's workers know how to use the solution, allowing the agency to minimize disruption to daily workloads as the solution goes live.

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

- i. Virtual Classroom Training  
Solano HSSD workers will attend virtual classroom training, provided by Northwoods, to gain a deeper understanding of the features contained within their Northwoods solution. Classroom training will occur in a virtual, interactive classroom environment led by the Northwoods project team. The Northwoods project team will use realistic scenarios and incorporate familiar business processes, gathered by the Northwoods project team during discovery sessions, to provide context and reinforce Solano HSSD worker comprehension. Reference material(s) will be made available to Solano HSSD workers following the completion of classroom training.
  - ii. Training Schedule  
The Northwoods project team and Solano HSSD Project Manager 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 the proposed session.
  - iii. Training Facilities and Environment  
The instructor-led classroom training session take place in a virtual training environment provided by Solano HSSD.
- 3) Northwoods Economic Assistance Solution – Automated Mailroom for MyBCW Barcode Scanning**
- a) 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 including the following:
    - 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 Solano HSSD Project Manager and key customer stakeholders.
    - 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
  - Assign work activities and target completion dates required for the project team.
  - Review and approve task updates for the project team.
  - 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. The Northwoods Project Manager and Solano HSSD Project Manager mutually agree on the format and frequency of status reports and status review meetings.

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 Solano HSSD 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.

b) Business Process Analysis and System Design

The Northwoods project team will interview subject matter experts (SMEs) from Solano HSSD 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 Solano HSSD SMEs to identify which capabilities the solution should include, develop the Functional Specifications Document and prioritize testing requirements.

c) System Testing

The Northwoods project team will configure the solution per the Functional Specifications Document. Once configured, 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.

d) Solution Review

The Northwoods project team will conduct a solution review to ensure that the system's configuration baselines are accurate.

A configuration baseline is a collection of similar configuration items that constitute the system configuration at a specific point in time. Creating and maintaining baselines is important because it provides a structure for orderly development of the system. Each new baseline, and its associated changes, collectively represents the evolution of the system. As the system evolves, changes 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. (Baseline of existing processes)
- Functional Baseline (changes loosely controlled): Represents requirements that capture the needs of the customer. (Baseline of proposed processes)
- Preliminary Baseline (changes moderately controlled): Establishes the benchmark configuration once requirements are approved. (Baseline of configured processes)
- Test Baseline (changes strictly controlled): Reflects the configuration release for testing. (Baseline of configured processes after solution review)
- Production Baseline (changes by change order only): Reflects a completed, client-accepted system that is ready for the production release. (Baseline of approved processes)

e) Training

Northwoods will provide Solano HSSD with end-user training. Training ensures that an agency's workers know how to use the solution, allowing the agency to minimize disruption to daily workloads as the solution goes live.

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

i. Virtual Classroom Training

Solano HSSD workers will attend virtual classroom training, provided by Northwoods, to gain a deeper understanding of the features contained within their Northwoods solution. Classroom training will occur in a virtual, interactive classroom environment led by the Northwoods project team. The Northwoods project team will use realistic scenarios and incorporate familiar business processes, gathered by the Northwoods project team during discovery sessions, to provide context and reinforce Solano HSSD worker comprehension. Reference material(s) will be made available to Solano HSSD workers following the completion of classroom training.

ii. Training Schedule

The Northwoods project team and Solano HSSD Project Manager 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 the proposed session.

iii. Training Facilities and Environment

The instructor-led classroom training session take place in a virtual training environment provided by Solano HSSD.

**4) Compass and OnBase software support**

- a) Northwoods will provide Compass and OnBase support, including but not limited to remote support, support center access, upgrades, patches and fixes, in accordance with the Software Support Agreement (Attachment A).
- b) Solano County will abide by the terms of the Software Support Agreement (Attachment A).
- c) Solano County will abide by the terms of the End User License Agreement, attached as Attachment B.

**5) Northwoods Economic Assistance Solution – Content Import for MyBCW Batch Indexing**

a) Remote Work

In order to decrease implementation costs and reduce deployment barriers, the work activities performed by the Northwoods project team 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.

b) Project Assumptions

The following assumptions are made regarding the project:

- For this project to be successful, both Northwoods and Solano HSSD must begin performing this SOW's work requirements the week of April 13, 2021 have an operable solution by the end June 30,2021.
- Solano HSSD will identify a single point of contact within the agency and provide Northwoods with the appropriate contact information.
- All project participants will provide adequate resources (people and equipment) to complete all tasks within time frames established herein.
- Solano HSSD will provide Northwoods with appropriate security and network access to all required support systems related to the project.
- As detailed throughout this project's work requirements, Solano HSSD may be required to perform manual document indexing at various times to support this initiative.
- Northwoods cannot process CalWIN XML manifest data that lacks associated record(s) within Compass Pilot.
- Northwoods cannot fully process CalWIN documents that do not contain CIN ID number or sufficient information to reliably identify the correct person in Compass People. These documents will be placed in an exception queue for manual intervention.

c) Work Phases

**Phase 0: All Phases**

The following work requirements define the specific tasks the Northwoods 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 Solano HSSD Project Manager.

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	Solano HSSD
0.3	Prepare and distribute written status reports	Northwoods
0.4	Review written status reports	Solano HSSD

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

#### 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.

Code #	Description	Responsible Party
1.1	Meet with the Solano HSSD Project Manager to discuss the Project's objectives, scope, and timeline	Northwoods
1.2	Meet with the Northwoods Project Manager to discuss the Project's objectives, scope, and timeline	Solano HSSD
1.3	Develop and submit the Baseline Project Schedule	Northwoods
1.4	Evaluate and approve the Baseline Project Schedule	Solano HSSD
1.5	Facilitate business process analysis sessions with Solano HSSD SMEs	Northwoods
1.6	Participate in all business process analysis sessions	Solano HSSD
1.7	Develop and submit the Functional Specifications Document deliverable	Northwoods
1.8	Evaluate and approve the Functional Specifications Document deliverable	Solano HSSD
1.9	Provide Northwoods with a sample CalWIN XML manifest file containing MyBCW production data	Solano HSSD

Code #	Description	Responsible Party
1.10	Configure the solution to facilitate the importing of MyBCW demographic information into the Compass Pilot and OnBase solution	Northwoods
1.11	Use the solution to place all records with no corresponding MyBCW document type code the CalWIN XML manifest file into a scan queue for manual processing	Northwoods
1.12	Manually process all records with no corresponding MyBCW document type codes	Solano HSSD
1.13	Manually process all records where demographic information did not accurately match an existing record within Compass Pilot.	Solano HSSD

### Phase 2: Importing Documents

This phase includes the objectives and responsibilities for designing the business and system requirements necessary to import documents from MyBCW into Compass Pilot using XML manifest files.

Code #	Description	Responsible Party
2.1	Provide Northwoods with access to demographic information with client records that contain a CIN. The CSV file will be identical to the format currently provided to and imported by Northwoods into Compass Pilot and OnBase via Compass Connect for Data Migration.	Solano HSSD
2.2	Begin configuring the solution in Solano HSSD's test environment	Northwoods
2.3	Validate all program types to confirm they match XML manifest data	Solano HSSD
2.4	Provide Northwoods with appropriate metadata (for example, first name, last name, SSN, CIN number, source ID number, etc.) included in the CalWIN XML manifest and a SME for metadata review	Solano HSSD
2.5	Import the CalWIN XML manifest into OnBase	Northwoods

### Phase 3: Validation of XML manifest files

This phase includes the objectives and responsibilities for designing the business and system requirements necessary to meet Objective 2, which involves the validation of XML manifest files and creation and execution of a daily XML manifest file exception report that details the documents excluded from the manifest file before it is imported into OnBase.

Code #	Description	Responsible Party
3.1	Provide Solano HSSD with the agency's current taxonomy in an Excel spreadsheet	Northwoods
3.2	Compare Solano HSSD's existing taxonomy to the MyBCW document types XML import table, ensuring each document type is appropriately mapped	Solano HSSD
3.3	Provide Northwoods with the mapped Compass Pilot/MyBCW taxonomy Excel spreadsheet	Solano HSSD
3.4	Create a mapping table which contains Compass Pilot document types and corresponding MyBCW category codes	Northwoods
3.5	<p>Configure the solution to validate the data and documents exported from MyBCW using CalWIN XML manifest files, which includes the following:</p> <ul style="list-style-type: none"> <li>• Document Scope <ul style="list-style-type: none"> <li>○ Case: Northwoods will use the case number and case head name from the CalWIN XML manifest files to attach document(s) to the case head. If the case number is not found within Compass People or if a case head is not defined within Compass People, the document will be sent to a queue for manual indexing.</li> <li>○ Person: Northwoods will use the CIN or other demographic information provided by the XML manifest file, to validate that the client is in Compass People. If a matching person is not found in Compass People, the document will be sent to a queue for manual indexing.</li> </ul> </li> <li>• Document Code: Northwoods will validate that the 2-character field matches the 2-character field provided in the mapping table. If a match is not found, the document will be assigned a default document type and sent to a queue for manual document type determination.</li> <li>• Image File Name: Northwoods will validate the image file name, which is located in the uncompressed folder where the file's images and metadata reside.</li> <li>• Person Info: Northwoods will validate demographic information, including CIN, CWIN, first name, last name, date of birth, SSN. Demographic information in the XML manifest file must match demographic information in Compass People before the record can be imported.</li> </ul>	Northwoods
3.6	Provide database view(s) to Solano HSSD that details the documents excluded from the daily imported XML manifest files.	Northwoods

**Phase 4: Test**

The Northwoods project team tests the complete, integrated solution to confirm it complies with specified requirements. This involves the execution of a comprehensive set of functional and operational tests to verify all functional and performance-related solution requirements are appropriately achieved.

Code #	Description	Responsible Party
4.1	Perform system testing, validating that the reconfigured Compass Pilot and OnBase solution functions as intended with regards to the work activities provided in Phase 2: Objective 1 Design and Phase 3: Objective 2 Design	Northwoods
4.2	Assist with system testing, as needed	Solano HSSD
4.3	Develop and submit the System Test Results deliverable to Solano HSSD	Northwoods
4.4	Evaluate and approve the System Test Results deliverable	Solano HSSD
4.5	Facilitate solution review with the Solano HSSD project team	Northwoods
4.6	Participate in solution review	Solano HSSD
4.7	Meet with Solano HSSD to discuss the Phase 4: Test work performed by Northwoods and receive authorization to proceed with Phase 5: Deploy	Northwoods
4.8	Meet with Northwoods to discuss the Phase 4: Test work performed by Northwoods and grant authorization to proceed with Phase 5: Deploy	Solano HSSD

**Phase 5: Deploy**

This phase includes the objectives and responsibilities for effectively deploying the solution, including a focused approach to training and implementation support.

Code #	Description	Responsible Party
5.1	Migrate the reconfigured Compass Pilot and OnBase solution into Solano HSSD's production environment	Northwoods
5.2	Begin providing Northwoods with a daily XML manifest file, inclusive of associated electronic files and in accordance with Code #2.6, for import into OnBase	Solano HSSD

Code #	Description	Responsible Party
5.3	Work with Solano HSSD to develop a mutually agreeable training schedule that includes training system administrators, system analysts, staff development, and supervisors	Northwoods
5.4	Schedule training session(s) with designated staff	Solano HSSD
5.5	Provide Solano HSSD with 1 solution-specific virtual classroom training session	Northwoods
5.6	Attend the solution-specific virtual classroom trainings session	Solano HSSD
5.7	Provide Solano HSSD with applicable training reference materials	Northwoods

**Phase 6: Closeout**

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

Code #	Description	Responsible Party
6.1	Meet with the Solano HSSD Project Manager to review Project closeout and acceptance procedures	Northwoods
6.2	Meet with the Northwoods Project Manager to discuss Project closeout	Solano HSSD
6.3	Submit Project Acceptance form for signoff	Northwoods
6.4	Approve project acceptance	Solano HSSD
6.5	Perform administrative closure: final invoicing; collection and archival of project records; release of project resources (for example, staff, facilities, and automated systems)	Northwoods

**d) Change Management**

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 those changes, all changes in the Work Activities must be made in accordance with Attachment C.

e) 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
- Business Process Analysis
- Functional Specifications Document
- System Testing Results
- Training
- System Administrator Training

Deliverable review procedures are described in “Attachment D: Deliverable Review Procedures” while deliverable acceptance criteria for this project’s deliverables are provided in “Attachment E: Deliverable Acceptance Criteria”.

f) 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 Solano HSSD 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 Solano HSSD 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 Solano HSSD 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 considered accepted by the customer.

**6) Northwoods Economic Assistance Solution – Automated Mailroom for MyBCW Barcode Scanning**

In order to decrease implementation costs and reduce deployment barriers, the work activities performed by the Northwoods project team 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.

a) Remote Work

In order to decrease implementation costs and reduce deployment barriers, the work activities performed by the Northwoods project team 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.

b) Project Assumptions

The following assumptions are made regarding the project:

- Solano HSSD will identify a single point of contact within the agency and provide Northwoods with the appropriate contact information.
- All project participants will provide adequate resources (people and equipment) to complete all tasks within time frames established in the mutually agreed-upon change order (for example, sufficient high- or mid-volume TWAIN-compatible scanners). Solano HSSD's mailroom must have Fujitsu 7160 scanners (or better) capable of supporting the Fujitsu Paperstream IP scanner driver.
- Solano HSSD will provide Northwoods with appropriate security and network access to all required support systems related to the project.
- Solano HSSD will provide Northwoods with access to a functioning test environment before any work is performed by Northwoods.
- The CalWIN 2D barcode must adhere to a QR Code barcode format.
- Solano HSSD will provide Northwoods with access to preconfigured CalWIN data containing barcode and client index information.
- Northwoods will confirm that Solano HSSD's OnBase is an appropriate version required to support this solution. Upgrade(s) to OnBase and/or Compass Pilot may be required.
- Solano HSSD will provide Northwoods with the ability to modify driver configurations on end-user devices and export configurations as needed

c) Work Phases

**Phase 0: All Phases**

The following work requirements define the specific tasks the Northwoods 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 Solano HSSD Project Manager.

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	Solano HSSD
0.3	Prepare and distribute written status reports	Northwoods
0.4	Review written status reports	Solano HSSD

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

**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.

Code #	Description	Responsible Party
1.1	Meet with the Solano HSSD Project Manager to discuss the Project's objectives, scope, and timeline	Northwoods
1.2	Meet with the Northwoods Project Manager to discuss the Project's objectives, scope, and timeline	Solano HSSD
1.3	Develop and submit the Baseline Project Schedule	Northwoods
1.4	Evaluate and approve the Baseline Project Schedule	Solano HSSD
1.5	Begin performing business process analysis, reviewing Solano HSSD's barcode indexing and batch importing needs	Northwoods
1.6	Interview subject matter experts (SMEs) on existing business processes pertaining to this Project	Northwoods
1.7	Attend Northwoods' SME interviews	Solano HSSD
1.8	Develop and submit the Functional Specifications Document, which includes: <ul style="list-style-type: none"> <li>• A detailed description of the redesigned Compass Pilot and OnBase solution</li> <li>• A description of how Northwoods will configure Solano HSSD's Compass Pilot and OnBase solution</li> </ul>	Northwoods
1.9	Evaluate and approve the Functional Specifications Document	Solano HSSD

**Phase 2: Design**

This phase includes the objectives and responsibilities for designing the business and system requirements necessary for the solution's success.

Code #	Description	Responsible Party
2.1	Provide Solano HSSD with the agency's current taxonomy in an Excel spreadsheet	Northwoods

Code #	Description	Responsible Party
2.2	Provide Northwoods with test examples of every document from the agency's printer that generates mailers for testing offline.	Solano HSSD
2.3	Compare Solano HSSD's existing taxonomy to the CalWIN barcode document types, ensuring each document type is appropriately mapped	Northwoods
2.4	Provide Northwoods with the CalWIN barcode configuration and any additional CalWIN data that might be required to successfully index each client record	Solano HSSD
2.5	Install and begin configuring the solution in Solano HSSD's test environment	Northwoods
2.6	Work with Solano HSSD to redesign mailroom business processes to appropriately use a batch file scanning application	Northwoods
2.7	Work with Northwoods to redesign mailroom business processes	Solano HSSD

### Phase 3: Test

The Northwoods project team tests the complete, integrated solution to confirm it complies with specified requirements. This involves the execution of a comprehensive set of functional and operational tests to verify all functional and performance-related solution requirements are appropriately achieved.

Code #	Description	Responsible Party
3.1	Perform system testing, validating that the reconfigured Compass Pilot and OnBase solution functions as intended with regards to the work activities provided in Phase 2: Design.	Northwoods
3.2	Assist with system testing, as needed	Solano HSSD
3.3	Develop and submit the System Test Results deliverable to Solano HSSD	Northwoods
3.4	Evaluate and approve the System Test Results deliverable	Solano HSSD
3.5	Facilitate solution review with the Solano HSSD project team	Northwoods
3.6	Participate in solution review	Solano HSSD
3.7	Meet with Solano HSSD to discuss the Phase 3: Test work performed by Northwoods and receive authorization to proceed with Phase 4: Deploy	Northwoods

Code #	Description	Responsible Party
3.8	Meet with Northwoods to discuss the Phase 3: Test work performed by Northwoods and grant authorization to proceed with Phase 4: Deploy	Solano HSSD

**Phase 4: Deploy**

This phase includes the objectives and responsibilities for effectively deploying the solution, including a focused approach to training and implementation support.

Code #	Description	Responsible Party
4.1	Migrate the reconfigured Compass Pilot and OnBase solution into Solano HSSD's production environment	Northwoods
4.2	Work with Solano HSSD to develop a mutually agreeable training schedule that includes training system administrators, system analysts, staff development, and supervisors	Northwoods
4.3	Schedule the virtual training session that includes system administrators, system analysts, staff development, and supervisors	Solano HSSD
4.4	Provide Solano HSSD with 1 solution-specific virtual classroom training session	Northwoods
4.5	Attend the virtual classroom trainings session	Solano HSSD
4.6	Provide Solano HSSD with applicable training reference materials	Northwoods

**Phase 5: Closeout**

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

Code #	Description	Responsible Party
5.1	Meet with the Solano HSSD Project Manager to review Project closeout and acceptance procedures	Northwoods
5.2	Meet with the Northwoods Project Manager to discuss Project closeout	Solano HSSD
5.3	Submit Project Acceptance form for signoff	Northwoods
5.4	Approve project acceptance	Solano HSSD
5.5	Perform administrative closure: final invoicing; collection and archival of project records; release of project resources (for example, staff, facilities, and automated systems)	Northwoods

d) Change Management

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 those changes, all changes in the Work Activities must be made in accordance with Attachment C.

e) 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
- Business Process Analysis
- Functional Specifications Document
- System Testing Results
- Training
- System Administrator Training

Deliverable review procedures are described in “Attachment D: Deliverable Review Procedures” while deliverable acceptance criteria for this project’s deliverables are provided in “Attachment E: Deliverable Acceptance Criteria”.

f) 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 Solano HSSD 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 Solano HSSD 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 Solano HSSD 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 considered accepted by the customer.

**ATTACHMENT A: SOFTWARE SUPPORT AGREEMENT****RECITALS:**

WHEREAS, Licensee has licensed the specified software from Northwoods pursuant to the terms of an End User License Agreement (as the same may be amended or modified from time to time, hereinafter referred to as the "EULA"); and

WHEREAS, Licensee desires to obtain, and Northwoods is willing to provide, technical support services for the specified software and the delivery of generally released upgrades and enhancements with respect to such software from Northwoods; and

WHEREAS, Licensee has been advised of the various support offerings provided by Northwoods and has elected to purchase:

***Silver Level of Support***

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound, the parties hereto agree as follows:

1. **DEFINED TERMS.** The following terms shall have the meanings set forth below for all purposes of this Agreement:
- a. "Additional Environment" means any environment, in excess of the Covered Environments (defined below), for which Licensee elects to pay for additional support.
  - b. "Consumable Items" includes all materials that can be used up and must be replenished. Examples of Consumable Items include, but are not limited to printer, toner, scanner lamps, rollers, glass, cleaning sheets, data tapes, CDs, DVDs, etc.
  - c. "Covered Environments" means one (1) production environment, plus one (1) test environment.
  - d. "Covered Hardware" is defined as hardware (1) purchased through Northwoods, as detailed on Northwoods' invoices that Licensee has properly paid, and (2) installed and configured by Northwoods.
  - e. "Covered Software" means (1) the current released version of the Commercial Off-The-Shelf ("COTS") Compass® software licensed by Licensee from Northwoods under the EULA, as detailed on Northwoods' invoices that the Licensee has properly paid; (2) at any time after Northwoods has delivered to Licensee a new version of such computer software as a Patch, Upgrade and/or Fix under this Agreement, the released version of such computer software last released prior to the current released version; and (3) the current released version of the COTS Document Management Software ("Covered DMS Software") of which Northwoods is a Reseller that is (a) licensed by Licensee through Northwoods, as detailed on Northwoods' invoices that the Licensee has properly paid and (b) installed and/or configured by Northwoods.
  - f. "Covered Database" or "Covered Database Software" means the database software or the index data and/or image data stored in the database that is (1) purchased through Northwoods as detailed on Northwoods' invoices that Licensee has properly paid, and (2) installed and configured by Northwoods.
  - g. "Covered Operating System" (sometimes abbreviated "OS") is the software program that, after being initially loaded into the computer by a boot program, manages all the other programs in a computer and that is (1) purchased through Northwoods, as detailed on Northwoods' invoices that Licensee has properly paid, and (2) installed and configured by Northwoods.
  - h. "Covered Third Party Applications" means any third party software that is (1) licensed by Licensee through Northwoods, as detailed on Northwoods' invoices that the Licensee has properly paid and (2) installed and configured by Northwoods.

- i. “Documentation” means electronic on-line material, including user manuals, provided by Northwoods for the Covered Software and that relate to the functional, operational or performance characteristics of the Covered Software.
- j. “Error” or “Problem” when used in the context of the Covered Software operation shall mean a demonstrable instance of adverse and incorrect operation of the Covered Software that impacts Licensee’s ability to utilize a function of the Covered Software: (1) as provided for in the current Documentation published by Northwoods; or (2) that was available prior to the report of the Error or Problem.
- k. “EULA” is defined in the Recitals to this Agreement.
- l. “Onsite Services” are Support Services provided by Northwoods on behalf of Licensee at a Licensee-designated physical location other than the Northwoods offices or location.
- m. “Patch(es), Upgrade(s) and Fix(es)” means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to the Covered Software that Northwoods commercially releases to its end users generally during the term of this Agreement to correct deficiencies or enhance the capabilities of the Covered Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate product offerings, new modules, re-platformed software, new business process consulting, workflow changes or new functionality.
- n. “Support Services” means all professional services provided under this Agreement by Northwoods, subject to the Support Level actually purchased by Licensee, as noted in the Recitals to this Agreement.

## 2. SUPPORT SERVICES.

- a. Silver Level.
  - 1) *Remote Support of the Covered Software*. Northwoods shall: (1) use its commercially reasonable efforts to remotely correct any properly reported Error(s) in the Covered Software that are confirmed by Northwoods, in the exercise of its commercially reasonable judgment; (2) use its commercially reasonable efforts to remotely correct any properly reported Error(s) (non-conformity to functional specifications mutually agreed upon by Northwoods and Licensee) in any configurations of the Covered Software that are created by Northwoods or any integrations of the Covered Software with other applications, software or hardware that are configured or created by Northwoods, which are confirmed by Northwoods, in the exercise of its commercially reasonable judgment; and (3) upon the request of Licensee, provide remote technical support and assistance and advice related to the operation and use of the Covered Software by Licensee in the Covered Environments, plus any Additional Environment(s), or any problems with any of the foregoing. Northwoods shall undertake to confirm any reported defect(s) described in this clause promptly after receipt of proper notice from Licensee in accordance with Northwoods’ current defect reporting procedures. Northwoods shall perform services in an effort to correct confirmed Errors in the Covered Software, or in configurations or integrations created by Northwoods, promptly after making such confirmation.
  - 2) *Support Center Access*. Support Services generally will be available during the hours of 8:00 a.m. to 8:00 p.m., Eastern Time, Monday through Friday, excluding Northwoods’ holidays, or as otherwise provided by Northwoods to its end users purchasing continuing Support Services in the normal course of its business, either by telephone or through a remote control connection to the end-user client or server computer. Licensee acknowledges and agrees that Northwoods requires on-line access to the Covered Software installed on Licensee’s systems in order for Northwoods to provide remote Support Services hereunder. Accordingly, Licensee shall install and maintain, at Licensee’s sole cost and expense, properly functioning and appropriate industry standard communications software approved by Northwoods; and Licensee shall establish and maintain, at Licensee’s sole cost and expense, an adequate secure or dedicated connection with Northwoods to facilitate Northwoods’ remote Support Services.

- 3) *Patches, Upgrades and Fixes.* Northwoods has regular software releases and makes all releases available to its customers. Upon request, on an annual basis, Northwoods will provide to Licensee, at least one (1) Patch, Upgrade and/or Fix to the Covered Software released by Northwoods and will use its best efforts to remotely install such Patch, Upgrade, and/or Fix. To the extent the Patch, Upgrade, and/or Fix cannot be installed by Northwoods remotely, Licensee may request the necessary Onsite Services in accordance with Section 2(a)(4) below. Installation of any Patches, Upgrades, and Fixes may require Licensee to upgrade the Covered Software to the most current version. Installation of any additional Patches, Upgrades, and Fixes beyond the one (1) allotted as requested by Licensee will be available at the discretion of Northwoods. Licensee acknowledges and agrees that Northwoods has the right, at any time, to change the specifications and operating characteristics of the Covered Software, and Northwoods' policies respecting Patches, Upgrades and Fixes and the release thereof to end users. Any Patches, Upgrades and Fixes to the Covered Software and Documentation shall remain proprietary to Northwoods and/or its suppliers, shall be the sole and exclusive property of Northwoods and/or its suppliers, and shall be subject to all of the restrictions, limitations and protections of the EULA. All applicable rights to patents, copyrights, trademarks, other intellectual property rights, applications for any of the foregoing, and/or trade secrets in the Covered Software, Documentation, and any Patches, Upgrades and Fixes are and shall remain the exclusive property of Northwoods and/or its suppliers.
  - 4) *Onsite Services.* Upon the reasonable request of Licensee, and submission of a purchase order for such services agreeing to pay for such services on a time and materials basis at Northwoods then-current rates for such services, Northwoods may provide Onsite Services at Licensee's facilities in connection with the correction of any Error(s) involving the Covered Software that is not functioning in the Covered Environments, or any Additional Environment(s).
- b. Gold Level. Gold Level Support includes everything outlined in Section 2(a) (Silver Level) above, plus the following:
- 1) *Remote Support of Covered Database(s).* Northwoods will provide remote, first line of support and troubleshooting for the support of any Covered Database. If, in the sole discretion of Northwoods, the issue requires escalation to the software manufacturer, Northwoods will act as a liaison between Licensee and the software manufacturer for support and troubleshooting.
  - 2) *Remote Covered Operating System Support.* Northwoods will provide remote, first line of support and troubleshooting for the support of any Covered Operating System. If, in the sole discretion of Northwoods, the issue requires escalation to the software manufacturer, Northwoods will act as a liaison between Licensee and the software manufacturer for support and troubleshooting.
  - 3) *Remote Support of Covered Third Party Applications.* Northwoods will provide remote, first line of support and troubleshooting for the support of any Covered Third Party Applications. If, in the sole discretion of Northwoods, the issue requires escalation to the software manufacturer, Northwoods will act as a liaison between Licensee and the software manufacturer for support and troubleshooting.
  - 4) *Remote Support of Covered Hardware.* Northwoods will provide remote, first line of support and troubleshooting for the support of any Covered Hardware. If, in the sole discretion of Northwoods, the issue requires escalation to the hardware manufacturer, Northwoods will act as a liaison between Licensee and the hardware manufacturer for support and troubleshooting.
  - 5) *OnSite Services.* Upon the reasonable request of Licensee, and submission of a purchase order for such services agreeing to pay for such services on a time and materials basis at Northwoods then-current rates for such services, Northwoods may provide Onsite Services at Licensee's facilities in connection with the correction of any Error(s) involving the Covered Software that is not functioning in the Covered Environments, or any Additional Environment(s).

- c. Platinum Level. Platinum Level Support includes everything outlined in Sections 2(a) (Silver Level) and 2(b) (Gold Level) above, plus the following:
- 1) *Onsite Services*. Northwoods will provide first line remote support and troubleshooting for all Covered Software, Covered Database Software, Covered Operating Systems, Covered Third Party Applications, and Covered Hardware. Should Northwoods be unable to successfully resolve the issue remotely, however, Northwoods will, in its sole discretion, provide one or more support professionals to provide Onsite Services for Licensee to actively resolve the issue. Onsite Services do not include installation, set up, or testing of new equipment, operator training or re-training, or replacement of Consumable Items. Onsite Services generally will be available during the hours of 8:00 a.m. to 5:00 p.m., in the time zone of Licensee, Monday through Friday, excluding Northwoods holidays.
  - 2) *Onsite Response Time*. Northwoods or Northwoods' appointed Agents or Subcontractors will use best efforts to provide timely response to all calls for service from Licensee. For purposes of this Agreement, timely response will be defined as a Northwoods consultant arriving at the Licensee's designated site within four (4) business operating hours (excluding travel time) (8:00am to 5:00pm in the time zone of Licensee, Monday through Friday, excluding Northwoods holidays) of Northwoods' determination that onsite support is required to address the Licensee's issues. This determination will be made by Northwoods exercising reasonable commercial discretion. Exceptions to the 4-hour on-site response time include any unforeseen events prohibiting Northwoods from meeting the response time that are reasonable and beyond the control of Northwoods.
  - 3) *Patches, Upgrades and Fixes*. To the extent that there are major Patches, Upgrades or Fixes to the Covered Software that cannot be installed by Northwoods remotely, and upon request of Licensee, Northwoods will make available up to one (1) major Patch, Upgrade or Fix per year to Licensee, will provide all professional services hours and resources necessary for such installation, and will train up to two (2) of Licensee's System Administrators on the new functionality of any such installation.
  - 4) *Server Health Checks*. Northwoods will conduct remote server checks on the memory capacity and general operation of Licensee's servers on a periodic (not less than monthly) basis and will communicate to Licensee's System Administrator concerns over the health of Licensee's servers.
  - 5) *Annual Assessment*. Licensee will receive a scheduled, annual visit by Northwoods' support manager or designee to assess Licensee's satisfaction with Northwoods' responsiveness to Licensee's needs and to respond to questions concerning the Compass® Software Support Agreement.
- d. Exclusions. Northwoods is not responsible for providing, or obligated to provide, Support Services or Patches, Upgrades and Fixes under this Agreement: (i) in connection with any Errors or Problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Covered Software, including any configuration of the Covered Software that was not undertaken by or authorized in writing in advance by Northwoods; (ii) in connection with any Error if Northwoods has previously provided corrections for such Error, which correction Licensee chose not to implement; (iii) in connection with any Errors or problems that have been caused by defects, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software bundled with the Software by Northwoods), hardware or any system or networking utilized by Licensee; (iv) if the Covered Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; (v) if any party other than Northwoods has provided any services in the nature of Support Services to Licensee with respect to the Covered Software; (vi) in connection with any Errors or Problems that occur in any non-production environment, unless Licensee has elected to pay for additional environment support. Any upgrades, support, or troubleshooting requested for a non-production environment for which Licensee has not paid additional environment fees 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; however, costs shall not exceed the maximum contract amount indicated in Exhibit B of this contract. (vii) where applicable, in connection with any hardware systems, operating systems, database systems, network operating systems, hardware drivers, or any software or hardware unless specifically “covered” by this Agreement and by the relevant Support Level pursuant to the defined terms hereinabove; or (viii) in connection with any Covered Hardware, Covered Database Software, Covered Operating Systems, Covered Third Party Applications, and Covered DMS Software for which the manufacturer has ceased providing support. Further, except as otherwise explicitly provided for elsewhere, Northwoods is not responsible for end user training or retraining, preventative support visits by Northwoods technicians, forms creation services of any type, business process consulting, workflow lifecycle creation or modification, services to bring the system back to working order after changes have been made by anyone other than Northwoods to the system or supporting systems, to the desktop image, to hardware, new operating systems, or repairs or adjustments necessitated by the moving of hardware. The exclusions outlined in this section are applicable to all levels of Software Support.

### 3. LICENSEE’S RESPONSIBILITIES.

- a. Operation of the Covered Software. Licensee acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Covered Software, including but not limited to providing training for its personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use. In addition, Licensee is solely responsible for its data, its database, and for maintaining suitable backups of the data and database to prevent data loss in the event of any hardware or software malfunction. Northwoods shall have no responsibility or liability for data loss regardless of the reasons for said loss. Northwoods shall have no responsibility or liability for Licensee’s selection or use of the Covered Software or any hardware, third party software or systems.
- b. Licensee’s Implementation of Error Corrections and Patches, Upgrades and Fixes. In order to maintain the integrity and proper operation of the Covered Software, Licensee agrees to implement, in the manner instructed by Northwoods, all Error corrections and Patches, Upgrades and Fixes. Licensee’s failure to implement any Error corrections or Patches, Upgrades and Fixes of the Covered Software as provided in this Section 3(b) shall relieve Northwoods of any responsibility or liability whatsoever for any failure or malfunction of the Covered Software, as modified by a subsequent Error correction or Patch, Upgrade and Fix, but in no such event shall Licensee be relieved of the responsibility for the payment of fees and charges otherwise properly invoiced during the term hereof. All such costs shall not exceed the maximum contract amount indicated in Exhibit B of this contract.
- c. System Administrator. Licensee agrees to provide at least one (1) “System Administrator” responsible for the administration, supervision, management, and control of the Covered Software. Licensee also agrees that all Covered Software support incidents raised by Licensee’s personnel will be reported to the System Administrator, who will provide the initial research, investigation, and troubleshooting into the support incident. In the event the support incident can be resolved without Northwoods, the System Administrator will provide the support resolution to Licensee personnel. If, after initial research and investigation into a support question, the System Administrator determines there is an Error or Problem with the Covered Software, the System Administrator will report the Error or Problem to Northwoods. Licensee agrees that all communications regarding Covered Software Errors and Problems will be between the System Administrator and Northwoods.
- d. Notice and Documentation of Errors. Licensee shall give prompt notice of any Errors in the Covered Software discovered by Licensee, or otherwise brought to the attention of Licensee, in accordance with Northwoods’ then current defect reporting procedures. Proper notice may include, without limitation, prompt telephonic or written notice to Northwoods of any alleged Error. If

Northwoods requests, Licensee agrees to provide written documentation of Errors to substantiate them and to assist Northwoods in the detection and correction of said Errors.

- e. Access to Premises and Systems. Licensee shall provide reasonable access to and use of Licensee's premises, computer hardware, peripherals, Covered Software, and any other software as Northwoods deems necessary to diagnose and correct any Errors or to otherwise provide Support Services. In addition, Licensee acknowledges and agrees that a third-party service provider may be retained by Northwoods to provide Error corrections or other Support Services directly to Licensee and, accordingly, Licensee shall provide the same access directly to such service provider. Such right of access and use shall be provided at no cost or charge to Northwoods or the third-party service provider. Costs charged to Licensee shall not exceed the maximum contract amount indicated in Exhibit B of this contract.
- f. Network Infrastructure. Licensee agrees to maintain all required network infrastructure to ensure persistent connectivity between Licensee's workstations and servers. This includes necessary networking hardware and associated software configuration and security settings.
- g. Back-ups. Licensee agrees to perform daily back-ups of all application related systems, databases, and data files and to maintain current back-up copies of other pertinent systems and data files.

#### 4. FEES, PAYMENTS, CURRENCY AND TAXES.

- a. Annual Support Fees. Licensee shall pay to Northwoods annual support fees in the amounts invoiced by Northwoods.
  - 1) *Initial Software.* The invoice that will be provided pursuant to this Agreement shall set forth the aggregate invoice amounts for initial annual support fees for each Covered Software module(s) initially licensed, and for all Covered Software modules initially licensed in the aggregate. Licensee shall be required to submit a purchase order for this Agreement, in the amount of the initial annual support fees due hereunder, simultaneously with Licensee's submission of its purchase order for the license of the Covered Software under the EULA.
  - 2) *Additional Software.* Northwoods shall invoice Licensee for annual support fees for all Covered Software modules that Licensee additionally licenses under the EULA promptly upon acceptance of Licensee's purchase order for the purchase of Support Services for such Covered Software.
  - 3) *Renewal Periods.* Northwoods shall invoice Licensee for annual support fees for renewal terms at least sixty (60) days prior to the end of the then-current term.
  - 4) *Time and Materials Charges.* Notwithstanding anything to the contrary, if Licensee requests: (1) Support Services that Northwoods is not obligated to provide based on the level of support purchased by Licensee, and Northwoods agrees to provide such requested Support Services notwithstanding the provisions of Section 2(d), then Licensee agrees that such Support Services shall not be covered by the annual support fees under Section 4(a). Licensee agrees to pay for such Support Services at Northwoods' standard time and materials rates. Northwoods shall invoice Licensee for all time and materials charges hereunder.
- b. Incidental Costs and Expenses. Licensee shall be responsible for all incidental costs and expenses incurred by Northwoods in connection with the performance of this Agreement. Examples of incidental costs and expenses include, without limitation, all costs and expenses for tools, supplies, accessories, media and other expendables purchased or otherwise used by Northwoods, on-line connection charges and out-of-pocket expenses incurred at Licensee's request, including but not limited to travel, meals and lodging expenses for Onsite Services. Northwoods shall invoice Licensee for all incidental costs and expenses provided pursuant to Sections 2(a)(4) and 2(b)(5). However, costs shall not exceed the maximum contract amount indicated in Exhibit B of this contract.
- c. Payments; Remedies.
  - 1) *Annual Support Fees.* Licensee shall pay all invoices for annual support fees in full net thirty (30) days from the date of invoice, unless otherwise indicated in Exhibit B-1 of this contract.

- 2) *Other Payments.* Licensee shall pay all other invoices hereunder in full net thirty (30) days from the date of invoice, unless otherwise indicated in Exhibit B-1 of this contract.
  - 3) *Remedies.* All past due amounts shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum lawful rate) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Licensee in the payment of any amounts due hereunder, which default continues unremedied for at least ten (10) calendar days after the due date of such payment, Northwoods shall have the right to cease to provide any Support Services and Upgrades and Enhancements to Licensee unless and until such default, and any and all other defaults by Licensee hereunder, have been cured.
  - 4) *U.S. Dollars.* All payments by Licensee to Northwoods shall be made in U.S. dollars.
- d. Taxes and Governmental Charges. In addition to any and all other payments required to be made by Licensee hereunder, Licensee shall pay all taxes and governmental charges, foreign, federal, state, local or otherwise (other than income or franchise taxes of Northwoods), however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, including but not limited to sales and use taxes, excise taxes and customs duties or charges. Licensee agrees to make any and all required tax payments directly to the appropriate taxing authority.
- e. Support Fee Increases.
- 1) *Silver Level.* Northwoods will increase annual support fees for each renewal term, provided that such increase for Compass software will not exceed, in the aggregate, the greater of (A) the annual support fee for the immediately preceding renewal term increased by the percentage increase in the Consumer Price Index (CPI) (as published by the United States Department of Labor, Bureau of Labor Statistics) for the 12-month period preceding the renewal date, or (B) the annual support fee for the immediately preceding renewal term increased by three and one-half percent (3 ½%).
  - 2) *Gold Level.* For a period of three (3) years following the execution of this Agreement, provided Licensee remains current on its payments at the Gold Level, Northwoods will not increase the support fees payable under this Agreement for Compass software. At the end of the initial three (3) year term, and every three (3) years thereafter, Northwoods will increase the support fee in an amount that is the greater of (A) the annual support fee for the immediately preceding renewal term increased by the percentage increase in the Consumer Price Index (CPI) (as published by the United States Department of Labor, Bureau of Labor Statistics) for the 12-month period preceding the renewal date, or (B) the annual support fee for the immediately preceding renewal term increased by three and one-half percent (3 ½%).
  - 3) *Platinum Level.* For a period of five (5) years following the execution of this Agreement, provided Licensee remains current on its payments at the Platinum Level, Northwoods will not increase the support fees payable under this Agreement for Compass software. At the end of the initial five (5) year term, and every five (5) years thereafter, Northwoods will increase the support fee in an amount that is the greater of (A) the annual support fee for the immediately preceding renewal term increased by the percentage increase in the Consumer Price Index (CPI) (as published by the United States Department of Labor, Bureau of Labor Statistics) for the 12-month period preceding the renewal date, or (B) the annual support fee for the immediately preceding renewal term increased by three and one-half percent (3 ½%).
  - 4) Notwithstanding the above, any price increase by Northwoods partners will be passed through to Licensee regardless of Support Level. All such costs shall not exceed the maximum contract amount indicated in Exhibit B of this contract.

**5. LIMITED WARRANTY.**

- a. Limited Warranty of Services. Northwoods warrants that the Support Services shall be performed in a good and workmanlike manner and substantially according to industry standards. In order to assert any claim that any Support Services fail to conform to this limited warranty, Licensee must notify Northwoods in writing of such claim within thirty (30) days after the date the alleged non-conforming Services are completed. If, after such timely notice from Licensee, the Support Services in question are determined not to conform to this limited warranty, Northwoods' sole obligation, and Licensee's sole remedy, shall be for Northwoods to use commercially reasonable efforts to re-perform the nonconforming Support Services in an attempt to correct the nonconformity. If Northwoods is unable to correct such nonconformity after a reasonable period of time, Licensee's sole and exclusive remedy shall be termination of this Agreement in accordance with Section 7(b)(3)(B). This warranty specifically excludes non-performance issues caused as a result of any circumstances described in Section 2(d), incorrect data or incorrect procedures used or provided by Licensee or a third party, or failure of Licensee to perform and fulfill its obligations under this Agreement or the EULA.
- b. No Warranty of Patches, Upgrades and Fixes. The EULA shall govern any limited warranty or disclaimer relating to Patches, Upgrades and Fixes of the Covered Software provided to Licensee under this Agreement, and no warranty is given under this Agreement with respect to Patches, Upgrades and Fixes.
- c. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5(a), NORTHWOODS MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY SUPPORT SERVICES, ANY SOFTWARE OR ANY PATCHES, UPGRADES AND FIXES PROVIDED UNDER THIS AGREEMENT. NORTHWOODS DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. NORTHWOODS DOES NOT WARRANT THAT ANY SUPPORT SERVICES, SOFTWARE OR PATCHES, UPGRADES AND FIXES PROVIDED WILL SATISFY LICENSEE'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE OR PATCHES, UPGRADES AND FIXES WILL BE UNINTERRUPTED. NORTHWOODS DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD-PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

**6. LIMITATIONS OF LIABILITY.** IN NO EVENT SHALL NORTHWOODS' AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE AMOUNTS PAID BY LICENSEE TO NORTHWOODS UNDER THIS AGREEMENT DURING THE CURRENT TERM OF THIS AGREEMENT. IN NO EVENT SHALL NORTHWOODS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE OR SERVICES, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF NORTHWOODS HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR LOSSES. THIS LIMITATION INCLUDES ANY LOSS RESULTING FROM SERVER FAILURE THAT WAS NOT DIAGNOSED DURING A SERVER HEALTH CHECK CONDUCTED BY NORTHWOODS.

**7. TERM, RENEWAL AND TERMINATION.**

- a. Term. Subject to the early termination provisions of Section 7(b), the initial term of this Agreement (the "Initial Term") shall commence on the day that Northwoods issues to Licensee license codes for the Covered Software modules licensed by Licensee under the EULA and shall expire on the first anniversary of such date. Except as otherwise provided in Section 7(c)(3) below, the Agreement will automatically renew for consecutive one (1) year terms upon the payment by Licensee of the next year's Software Support fee.
- b. Early Termination.
  - 1) *Automatic*. This Agreement shall terminate automatically, without any other or further action on the part of either of the parties, immediately upon any termination of the EULA.
  - 2) *By Northwoods for Cause*. Northwoods shall be entitled to give written notice to Licensee of any breach by Licensee or other failure by Licensee to comply with any material term or condition of the EULA or this Agreement, specifying the nature of such breach or non-compliance and requiring Licensee to cure the breach or non-compliance. If Licensee has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the breach or non-compliance within (A) in the case of non-payment, any breach of Section 1 of the EULA, or any breach of Section 3 of this Agreement, ten (10) calendar days after receipt of such written notice, or (B) in the case of any other breach or non-compliance, twenty (20) business days after receipt of such written notice, Northwoods shall be entitled, in addition to any other rights it may have hereunder, or otherwise at law or in equity, to immediately terminate this Agreement.
  - 3) *By Licensee*.
- c. For Convenience. Licensee may terminate this Agreement at any time, for any reason, upon not less than sixty (60) days advance written notice to Northwoods.
- d. For Cause. Licensee shall be entitled to give written notice to Northwoods of any breach by Northwoods or other failure by Northwoods to comply with any material term or condition of this Agreement, specifying the nature of such breach or non-compliance and requiring Northwoods to cure the breach or non-compliance. If Northwoods has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the breach or non-compliance within twenty (20) business days after receipt of written notice, Licensee shall be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to immediately terminate this Agreement; and thereafter, so long as Licensee has complied in all material respects with its obligations under the EULA and this Agreement, and is current on all payment obligations under the EULA and this Agreement, Licensee shall be entitled to a refund from Northwoods of the "unused portion of the annual support fees" for the then-current term of this Agreement. For these purposes, the "unused portion of the annual support fees" shall mean that portion of the annual support fees paid by Licensee with respect to the term of this Agreement during which such termination of this Agreement is effective, equal to the total of such annual support fees multiplied by a fraction, the numerator of which shall be the number of calendar months during the then-current term of this Agreement that remain until the end of such then-current term, commencing with the calendar month after the calendar month in which such termination is effective, and the denominator of which shall be the total number of calendar months in such then-current term determined without regard to such termination.
- e. Non-Renewal. Licensee may elect not to renew this Agreement at the end of the then-current term of this Agreement by written notice to Northwoods on or prior to the date payment is due under Section 4(c)(1) of Northwoods' invoice for annual support fees for the next succeeding renewal term of this Agreement.
  - 1) *By Either Party in Accordance with Section 8*. Either party may terminate this Agreement in accordance with the procedures set forth in Section 8.

f. Effect of Termination.

- 1) *Payments.* Notwithstanding any termination of this Agreement, Licensee shall be obligated to pay Northwoods for (A) all Support Services provided on a time and materials basis in accordance with this Agreement at any time on or prior to the effective date of termination; (B) all annual support fees due with respect to any period commencing prior to the effective date of termination; and (C) all incidental costs and expenses incurred by Northwoods at any time on or prior to the effective date of termination. All such payments shall be made in accordance with Section 4, which shall survive any such termination for these purposes. All such costs and expenses shall not exceed the maximum contract amount indicated in Exhibit B of this contract.
- 2) *Survival of Obligations.* The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either party existing under the Agreement at the time of termination. The provisions of this Agreement which by their nature extend beyond the termination of the Agreement will survive and remain in effect until all obligations are satisfied, including, but not limited to, Sections 2(a)(3) and 2(c)(3) (as they relate to title and ownership), Section 4(d), Section 5(c), Section 6, Section 7, Section 9 and Section 10. No action arising out of this Agreement, regardless of the form of action, may be brought by Licensee more than one (1) year after the date the action accrued.
- 3) *Reinstatement of Agreement.* In the event of the termination of this Agreement by Licensee under Section 7(b)(3)(C) (Non-Renewal), Licensee may at any time after the effective date of such termination elect to reinstate this Agreement in accordance with this Section 7(c)(3). To obtain reinstatement, Licensee shall deliver written notice to such effect to Northwoods, together with payment in full of: (A) annual support fees, based upon Northwoods' Annual Support Fee Schedule in effect as of the time of such reinstatement, for all periods (as determined under Section 7(a) as if the Agreement had not been terminated under Section 7(b)(3)(C)) that have elapsed from the effective date of such termination through the effective date of such reinstatement; and (B) an amount equal to one hundred ten percent (110%) of the annual support fee, based upon Northwoods' Annual Support Fee Schedule in effect as of the time of such reinstatement, for the renewal term of this Agreement commencing on the effective date of such reinstatement. Any reinstatement under this Section 7(c)(3) shall be effective as of the first business day after Northwoods has received the notice of reinstatement and all payments required to be made hereunder in connection with such reinstatement. The renewal term commencing with the effective date of this Agreement shall be for a period ending on the first annual anniversary of such effective date; and thereafter the term of this Agreement shall be renewed: (i) at the end of such first renewal term, for a period of one year; and (ii) thereafter, annually on a year-by-year basis.

EXCEPT AS EXPRESSLY PROVIDED BY THIS SECTION 7(c)(3), LICENSEE SHALL HAVE NO RIGHT TO REINSTATE THIS AGREEMENT FOLLOWING THE TERMINATION THEREOF FOR ANY REASON.

8. **FORCE MAJEURE.** No failure, delay or default in performance of any obligation of a party to this Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This Section 8 shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any

performance date by a party under this Agreement is postponed or extended pursuant to this Section 8 for longer than ninety (90) calendar days, the other party, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate this Agreement.

9. **NOTICES.** Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under this Agreement shall be deemed effective: (a) when sent and made in writing by either (1)(A) registered mail, (B) certified mail, return receipt requested, or (C) overnight courier, in any such case addressed and sent to the address set forth herein and to the attention of the person executing this Agreement on behalf of that party or that person's successor, or to such other address or such other person as the party entitled to receive such notice shall have notified the party sending such notice of; or (2) facsimile transmission appropriately directed to the attention of the person identified as the appropriate recipient and at the appropriate address under (a)(1) above, with a copy following by one of the other methods of notice under (a)(1) above; or (b) when personally delivered and made in writing to the person and address identified as appropriate under (a)(1) above.

#### 10. GENERAL PROVISIONS.

- a. **Jurisdiction.** This Agreement and any claim, action, suit, proceeding, or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with the laws of the State of California as provided in Exhibit C section 28 of this contract.
- b. **Interpretation.** Headings used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of "hereunder," "herein," "hereby" and similar terms refer to this Agreement.
- c. **Waiver.** No waiver of any right or remedy on one occasion by either party shall be deemed a waiver of such right or remedy on any other occasion.
- d. **Integration.** This Agreement, including any and all exhibits and schedules referred to herein or therein, sets forth the entire agreement and understanding between the parties pertaining to the subject matter and merges all prior discussions between them on the same subject matter. Neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter other than as expressly provided in this Agreement. This Agreement may only be modified by a written document signed by duly authorized representatives of the parties. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Variance from or addition to the terms and conditions of this Agreement in any purchase order or other written notification or documentation, from Licensee or otherwise, will be of no effect unless expressly agreed to in writing by both parties. This Agreement will prevail over any conflicting stipulations contained or referenced in any other document.
- e. **Binding Agreement and Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Northwoods may assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity. Licensee may not assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of Northwoods. Any change in control of Licensee resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this Section 10(e) shall be null and void and of no force or effect.
- f. **Severability.** In the event that any term or provision of this Agreement is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any

provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this Agreement.

- g. Independent Contractor. The parties acknowledge that Northwoods is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing the Support Services.
- h. Export. Licensee agrees to comply fully with all relevant regulations of the U.S. Department of Commerce and all U.S. export control laws, including but not limited to the U.S. Export Administration Act, to assure that the Patches, Upgrades and Fixes are not exported in violation of United States law.
- i. Injunctive Relief. The parties to this Agreement recognize that a remedy at law for a breach of the provisions of this Agreement relating to confidential information and intellectual property rights will not be adequate for Northwoods' protection and, accordingly, Northwoods shall have the right to obtain, in addition to any other relief and remedies available to it, specific performance or injunctive relief to enforce the provisions of this Agreement.

**ATTACHMENT B: END USER LICENSE AGREEMENT (EULA)**

**IMPORTANT- READ CAREFULLY**

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound, the parties hereto agree as follows:

**1. LICENSE.**

- a. Software licensed, not sold, for use pursuant to the EULA (“Software”):
  - 1) Compass-branded Software modules with respect to which Licensee properly submits a written purchase order to, and pays Software license fees to, Northwoods or its authorized solution provider. All such modules listed on Northwoods’ invoices submitted to Licensee shall, upon payment in full of the Software license fees, automatically be deemed to be added to the Software described in this EULA, whether or not the parties actually amend this EULA.
  - 2) All “Upgrades or Enhancements” to the Software described in paragraph (1) above that Licensee properly obtains pursuant to the terms of a Software Maintenance Agreement between Licensee and Northwoods or its authorized solution provider.
- b. Subject to payment in full of the Software license fees, Northwoods grants to Licensee a perpetual (except as herein provided), non-exclusive, non-assignable (except as herein provided), limited license to the Software detailed in subsection (a) above, in machine-readable object code form only, solely for use by Licensee internally, and only for capturing, storing, processing and accessing Licensee’s own data, and not for use for the processing of third-party data as a service bureau, application service provider or otherwise. Licensee shall not make any use of the Software in any manner not expressly permitted by this EULA.
- c. Licensee acknowledges that each module of the Software is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and that the Software controls such use. Use of software or hardware that reduces the number of clients directly accessing or utilizing the Software (sometimes called “multiplexing” or “pooling” software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. Licensee is prohibited from using any software other than the Software Client modules or Software API modules to access the Software or any data stored in the Software database for any purpose other than generating reports or statistics regarding system utilization, unless Northwoods has given its prior written consent to Licensee’s use of such other software and Licensee has paid to Northwoods Software license fees with respect to such access to the Software or data stored in the Software database in accordance with Northwoods’ licensing policies applicable to the Software modules that provide access to the Software application modules and data stored in the Software database.
- d. Licensee shall be entitled to use one (1) production copy of each Software module licensed. In addition, Licensee shall be entitled to license: one (1) additional copy of each Software module licensed for customary remote disaster recovery purposes (“Disaster Recovery System”); and one (1) additional copy of each Software module licensed to be used exclusively in a non-production environment and solely for the purposes of experimenting, development, integrating and testing the Software and training Licensee’s employees on the Software (“Test System”). Northwoods reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Test System. NORTHWOODS MAKES NO WARRANTIES WITH RESPECT TO ANY SOFTWARE USED IN ANY NON-PRODUCTION SYSTEM AND PROVIDES THE SOFTWARE “AS IS.” Licensee’s sole recourse in the event of any dissatisfaction with any Software used in any non-production system is to stop using such Software and return it to Northwoods. Licensee shall not make additional copies of the Software.
- e. Licensee agrees: (1) not to remove, obscure, make illegible, or alter any Northwoods, Compass or other proprietary notices, trademarks, logos, or copyrights in the Software from any packaging or documentation; (2) not to distribute, reproduce, sell, transfer, rent, lease or sub-license the Software or documentation to any third party; (3) not to alter or modify the Software; (4) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Software, or prepare

- derivative works therefrom; and (5) not to publish to a third party any results of benchmark tests run on the Software without Northwoods' prior, written consent.
- f. Licensee may not assign, transfer or sublicense all or part of this EULA without the prior written consent of Northwoods.
  - g. Licensee may not make any use of the Disaster Recovery System in a production environment concurrently with the operation of any other copy of the Software in a production environment.
  - h. From time-to-time Northwoods may make "beta" copies of prospective new versions of the Software or of potential new software modules ("Beta Software") available for Licensee's use in the Test System and Licensee may elect to license and use the Beta Software in the Test System. LICENSEE ACKNOWLEDGES AND UNDERSTANDS THAT ANY BETA SOFTWARE IS A PRE-RELEASE VERSION ONLY, IS STILL UNDERGOING TESTING AT NORTHWOODS AND IS NOT A NORTHWOODS COMMERCIALY RELEASED PRODUCT. Except for the provisions of Section 5(a), (b) and (c) and Section 7 of this EULA, which shall not apply with respect to any Beta Software, Licensee acknowledges and agrees that all Beta Software delivered in accordance with this paragraph shall be considered to be "Software" for all purposes of this EULA. Notwithstanding anything to the contrary, as to any Beta Software, this EULA and the limited license granted hereby will terminate on the earliest of: (a) ten (10) days after the date of delivery by either party to the other party of written notice of termination of the beta testing period for such Beta Software; or (b) the date of Northwoods' commercial release of the final version of such Beta Software for licensing to its end users generally. Upon expiration or other termination of such period, Licensee immediately shall discontinue any and all use of the Beta Software and related documentation and remove or permit Northwoods to deactivate the Beta Software. The termination of this EULA, as to any Beta Software, shall not affect the continuation of this EULA as to any other Software that has been licensed and is in use by Licensee in accordance with the terms of this EULA.
  - i. From time-to-time Licensee may elect to evaluate certain Compass® software modules that it has not licensed and does not currently use in its production environment ("Evaluation Software"), for the purpose of determining whether or not to purchase a production license of such Software modules. Evaluation Software is licensed for Licensee's use in Licensee's Test System. Except for the provisions of Section 5(a), (b) and (c) and Section 7 of this EULA, which shall not apply with respect to any Evaluation Software, Licensee acknowledges and agrees that all Evaluation Software delivered in accordance with this paragraph shall be considered to be "Software" for all purposes of this EULA. Notwithstanding anything to the contrary, as to any Evaluation Software, this EULA and the limited license granted hereby will terminate on the earliest of: (a) thirty (30) days after the date such Software is activated for use in Licensee's Test System; or (b) immediately upon the delivery of written notice to such effect to Licensee. Upon expiration or other termination of such period, Licensee immediately shall either (y) discontinue any and all use of the Evaluation Software and related documentation and remove or permit Northwoods to deactivate the Evaluation Software; or (z) deliver payment in full of the license price that has been agreed upon for such Software to Northwoods (if Licensee purchases licenses for Software directly from Northwoods) or to Northwoods' authorized solution provider (if Licensee purchases licenses for Software through such authorized solution provider), and confirm in writing to Northwoods that such Evaluation Software is added as additional Software licensed for Licensee's use in its production environment and Licensee's Test System under this EULA. The termination of this EULA as to any Evaluation Software shall not affect the continuation of this EULA as to any other Software that has been licensed and is in use by Licensee in accordance with the terms of this EULA.
  - j. Upon expiration or other termination of any period of use of any Beta Software or of any Evaluation Software that Licensee elects not to purchase a license for use in Licensee's production environment under this EULA, Licensee agrees that it will provide to Northwoods remote access to Licensee's systems on which such Beta Software or such Evaluation Software is installed for the limited purpose of permitting Northwoods to deactivate such Software.

- 2. OWNERSHIP.** Northwoods owns the Software, including, without limitation, any and all worldwide intellectual property rights, 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 Licensee. Licensee agrees that nothing in this EULA or associated documents gives it any right, title or interest in the Software, except for the limited express rights granted in this EULA.
- 3. INSTALLATION.** Licensee may retain Northwoods or the Northwoods authorized solution provider through which Licensee orders the Software to provide installation services. If Northwoods is retained, the parties will enter into a separate Purchase Agreement or other contract governing the procurement and performance of such services. Unless otherwise provided for in the Purchase Agreement or other contract, Licensee is responsible for hardware and non-licensed software for the installation, operation and support of the Software.
- 4. LICENSEE OBLIGATIONS.** Licensee acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Software, including but not limited to providing training for its personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use. In addition, Licensee is solely responsible for its data, its database and for maintaining suitable backups of the data and database to prevent data loss in the event of any hardware or software malfunction.
- 5. LIMITED WARRANTY.**
- a. For a period of sixty (60) days from the date of first installation of the Software at Licensee's site, Northwoods warrants to Licensee that the media on which the Software is distributed are free from defects in materials and in workmanship.
    - 1) For a period of sixty (60) days from the Maintenance Commencement Date (as defined below), Northwoods warrants to Licensee that the Software, when properly installed and properly used, will operate substantially in accordance with the user documentation published by Northwoods related to the Software that is included with the Software, including user manuals, and that relates to the functional, operational or performance characteristics of the Software ("Documentation"). The terms of this warranty shall not apply to, and Northwoods shall have no liability for, any non-conformity related to any Software that has been: (i) modified by Licensee or a third party; (ii) used in combination with equipment or software other than that which is consistent with the Documentation; or (iii) misused or abused. Northwoods does not warrant that the functions contained in the Software will meet Licensee's requirements or that the operation of the Software will be uninterrupted or error free.
    - 2) For purposes of this warranty, the term "Maintenance Commencement Date" as to any Software means the first date that: (i) a copy of the Software has been delivered to Licensee (either by shipment of media containing the Software, downloading of the Software onto Licensee's systems in connection with the installation of the Software, or the Software being made available for download by Licensee from a web site identified to Licensee); and (ii) license codes or a Software certificate necessary for Licensee to activate the Software for use have been delivered to Licensee or made available for download by Licensee.
  - b. Licensee's sole and exclusive remedy for a breach of the express limited warranties under paragraph (a) or (b) shall be as follows. Provided that, within the applicable 60-day period, Licensee notifies Northwoods in writing of the non-conformity, Northwoods will either: (1) repair or replace the non-conforming media or Software, which in the case of the Software may include the delivery of a commercially reasonable workaround for the non-conformity; or (2) if Northwoods determines that repair or replacement of the non-conforming media or Software is not commercially practicable, then terminate this EULA with respect to the Software associated with the non-conforming media or with respect to the non-conforming Software, in which event, upon compliance by Licensee with its obligations under Section 9, Northwoods will refund any portion

of the Software license fees paid prior to the time of such termination with respect to such Software.

- c. NORTHWOODS AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. LICENSEE SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE ITS BUSINESS OBJECTIVES.
- d. No oral or written information given by Northwoods, its agents, or employees shall create any additional warranty. No modification or addition to this warranty is authorized unless it is set forth in writing, references this EULA, and is signed on behalf of Northwoods by a corporate officer.

**6. LIMITATION OF LIABILITY.** IN NO CASE SHALL NORTHWOODS' LIABILITY EXCEED THE AMOUNT OF THE SOFTWARE LICENSE FEES ACTUALLY PAID BY LICENSEE. IN NO EVENT WILL NORTHWOODS OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR OTHER PECUNIARY LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY USE OR INABILITY TO USE THE SOFTWARE, EVEN IF NORTHWOODS OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. NORTHWOODS AND ITS SUPPLIERS ARE NOT RESPONSIBLE FOR ANY COSTS INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR INFORMATION, THE COST OF RECOVERING SUCH DATA OR INFORMATION, THE COST OF SUBSTITUTE SOFTWARE, OR CLAIMS BY THIRD PARTIES.

**7. MAINTENANCE.** Licensee may purchase software support services from Northwoods or the Northwoods authorized solution provider through which Licensee has ordered the Software pursuant to the terms of a separate Software Support Agreement.

**8. INVOICES AND PAYMENTS.** An invoice will be provided to the Licensee within ten (10) business days from the date the software is delivered to the Licensee and will be due payable within thirty (30) days after receipt of invoice, unless otherwise indicated in Exhibit B-1 of this contract. Failure to remit payment within thirty (30) days may result in the termination of this EULA.

**9. AUDIT RIGHTS.** Northwoods may audit the records of Licensee to ensure compliance with the terms of this EULA. Northwoods, or its authorized solution provider, will notify Licensee in writing at least ten (10) business days prior to any such audit. Licensee will cooperate by providing access to any books, computers, records, or other information that relate or may be related to use of the Licensed Software. Any such audit will be conducted during Licensee's regular business hours at Licensee's offices and will not interfere unreasonably with Licensee's business activities. If an audit reveals unauthorized use, reproduction, distribution or other exploitation of the Licensed Software, then Licensee will promptly reimburse Northwoods or its authorized solution provider for the cost of such audit, in addition to the underpaid license fees, any associated fees for Maintenance and Support, and any other such rights and remedies as Northwoods may have.

**10. TERMINATION.** Northwoods may terminate this EULA immediately and any license to use the Software will automatically terminate without notice if Licensee fails to comply with any provision of this EULA. Upon termination of this EULA for any reason, including, but not limited to, those specified in this Section 10 or in Sections 5 or 8, Licensee shall immediately: (a) discontinue any and all use of the Software and related documentation; (b) return the Software and any related documentation to Northwoods; and (c) certify in writing to Northwoods that Licensee has completed the preceding actions. The obligations of Licensee under the preceding sentence and all disclaimers of warranties and limitations of liability set forth in this EULA shall survive any termination.

11. **DISCLAIMER OF AGENCY.** This EULA does not constitute a partnership agreement, nor does it authorize Northwoods or the Licensee to serve as the legal representative or agent of the other. Neither party hereto will have any right or authority to assume, create, or incur any liability or any obligation of any kind, express or implied, against, in the name of, or on behalf of the other party.
12. **SEVERABILITY.** In the event that a court of competent jurisdiction determines that any portion of this EULA is unenforceable, it shall not affect any other provisions of this EULA.
13. **NOTICE.** All notices, requests or other communications required to be given pursuant to this EULA shall be in writing, shall be addressed to the recipient party at its principal place of business or to such other address as the recipient party may direct in writing, and shall be personally delivered or sent by certified or registered U.S. mail, return receipt requested, or by prepaid commercial overnight courier. All notices, requests or other communications delivered as specified herein shall be deemed to have been given and received on the date personally delivered or on the date deposited in the U.S. mail or with the commercial overnight courier.
14. **GOVERNING LAW.** Exhibit C section 28 of this contract shall govern this EULA, without regard to the conflict of laws principles thereof. The parties mutually agree that the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended, shall not be applicable with respect to this EULA. Licensee agrees that it will not export or re-export, directly or indirectly, the Software to destinations prohibited by the U.S. Department of Commerce in accordance with the U.S. Export Administration Regulations.
15. **JURISDICTION.** This Agreement and any claim, action, suit, proceeding, or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with the laws of the State of California, and venue for any action or proceeding arising out of this Agreement shall be Solano County, as provided in Exhibit C section 28 of this contract.
16. **ENTIRE AGREEMENT.** This EULA (including the exhibits and schedules attached hereto) constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. This EULA may be amended or modified only by an agreement in writing signed by each of the parties and may not be modified by course of conduct.
17. **U.S., STATE AND LOCAL GOVERNMENT END USERS.** The terms and conditions of this EULA shall pertain to the Government's use and/or disclosure of the Software and shall supersede any conflicting contractual terms or conditions. By accepting the terms of this EULA and/or the delivery of the Software, the Government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of ALL federal, state and local acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. If this license fails to meet the Government's needs or is inconsistent in any respect with federal, state or local law, the Government agrees to return this Software to Northwoods. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software or documentation by the Government is subject solely to the terms of this EULA, as stated in DFARS 227.7202, and the terms of this EULA shall supersede any conflicting contractual term or conditions.

**ATTACHMENT C: 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.

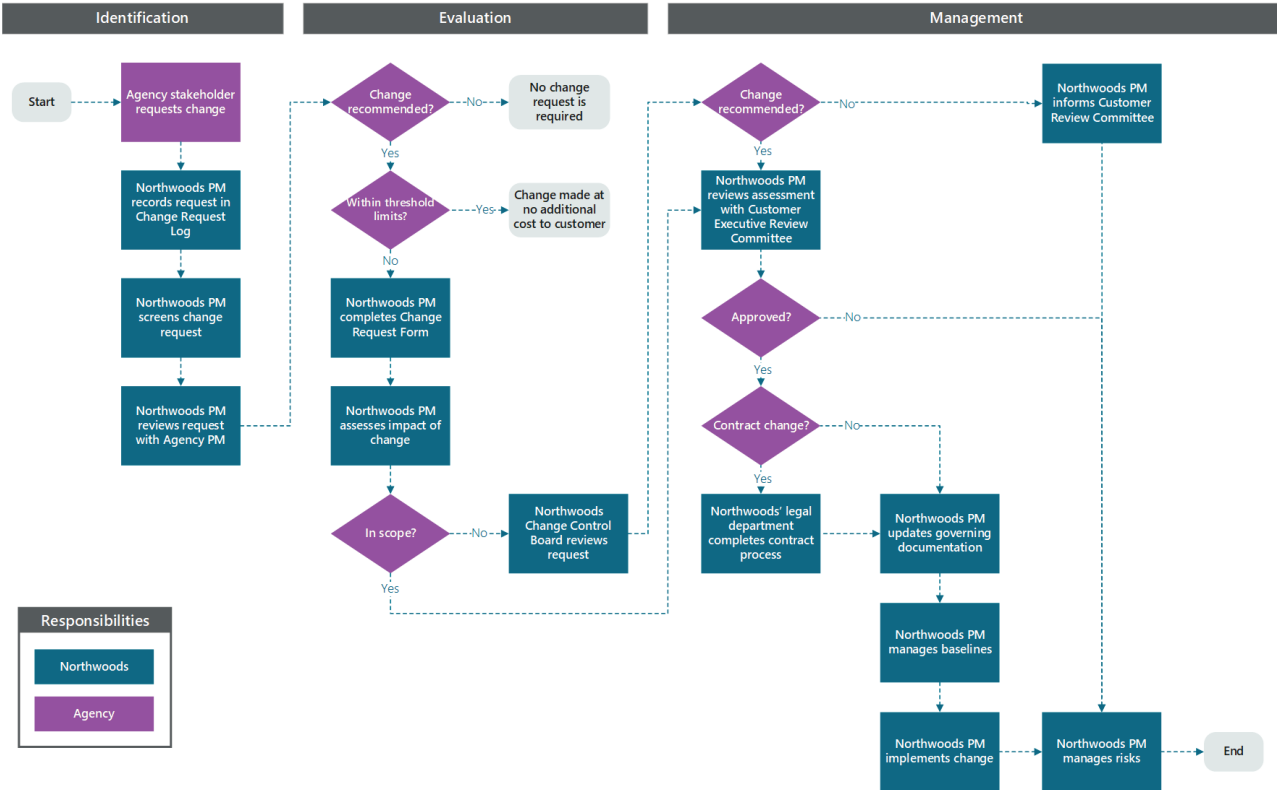
**Change Control Process**

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 the Solano HSSD to identify in-scope workarounds for any out-of-scope requests.

The Change Control Process is a three-step process.

1. Identification
2. Evaluation
3. Management

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



### 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 Solano HSSD Project Manager, and they collectively decide if the change should be recommended for further evaluation.

### Evaluation

The Northwoods Project Manager and the Solano HSSD 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 \$100 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 Solano HSSD Project Manager. **All such costs shall not exceed the maximum contract amount indicated in Exhibit B of this contract.**

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

### 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 of the project, are 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.

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## ATTACHMENT D: DELIVERABLE REVIEW PROCEDURES

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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 Solano HSSD 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 Solano HSSD 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 Solano HSSD Project Manager and any necessary Solano HSSD SMEs evaluate whether the deliverable meets the acceptance criteria.
2. If the deliverable meets the outlined specifications, the Solano HSSD Project Manager signs the Deliverable Acceptance form acknowledging acceptance of the deliverable. The Solano HSSD 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 Solano HSSD 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 Solano HSSD Project Manager evaluates and approves or rejects corrected deliverables received from the Northwoods Project Manager within five business days, unless the Solano HSSD 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 Solano HSSD Project Manager must mutually agree to the time of the extension.
5. If additional corrective action is necessary, both the Northwoods Project Manager and Solano HSSD 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 Solano HSSD.

### Functional Review

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

1. The Northwoods Project Manager meets with the Solano HSSD 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 Solano HSSD 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 Solano HSSD Project Manager may immediately attempt to make alterations to the deliverable. If the deliverable meets the outlined specifications, the Solano HSSD 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 Solano HSSD 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 Solano HSSD Project Manager. The Northwoods Project Manager and the Solano HSSD Project Manager meet within three business days after notification of corrective action is sent to the Solano HSSD Project Manager for the Solano HSSD Project Manager to approve or reject the corrected deliverable, unless the Solano HSSD Project Manager notifies the Northwoods Project Manager that additional time is required. Both the Northwoods Project Manager and the Solano HSSD 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 Solano HSSD 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 Solano HSSD 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 Solano HSSD 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 Solano HSSD 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 Solano HSSD Project Manager may immediately attempt to make alterations to the deliverable. If the deliverable meets the outlined specifications, the Solano HSSD 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 Solano HSSD 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 Solano HSSD Project Manager. The Northwoods Project Manager and the Solano HSSD Project Manager meet within three business days after notification of corrective action is sent to the Solano HSSD Project Manager for the Solano HSSD Project Manager to approve or reject the corrected deliverable, unless the Solano HSSD Project Manager notifies the Northwoods Project Manager that additional time is required. Both the Northwoods Project Manager and the Solano HSSD 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 Solano HSSD 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 Solano HSSD Project Manager.

### 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:

1. ID—The identification number assigned to the deliverable.
2. 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.
3. Date Submitted—The date the Northwoods Project Manager presents the deliverable to the Solano HSSD Project Manager for acceptance.
4. Approval Decision—Indication of whether the deliverable is approved or rejected by the Solano HSSD Project Manager.
5. Date of Decision—Date that the approval or rejection decision by the Solano HSSD 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.

**ATTACHMENT E: DELIVERABLE ACCEPTANCE CRITERIA**

Deliverable	Description	Acceptance Criteria
Baseline Project Schedule	Defines work activities associated with developing project deliverables and executing project work.	<p><i>Review Method: Formal Evaluation</i></p> <p>The delivered Project Schedule addresses the following:</p> <ul style="list-style-type: none"> <li>• Deliverable work activities</li> <li>• Estimated start and finish dates for all work activities</li> <li>• Deliverable milestones</li> <li>• Summary activities that roll up task activities</li> </ul>
Business Process Analysis	Includes the continual review of defined business processes which are a result of the deployment of the solution.	<p><i>Review Method: Functional Review</i></p> <p>In alignment with the methodology used to implement the full solution, Business Process Analysis has been provided to encourage the review and analysis of business processes leading to the best use of the solution for the needs of the entire agency.</p>
Functional Specifications Document	Defines the baseline solution configuration of solution software and functional specifications.	<p><i>Review Method: Formal Evaluation</i></p> <p>A Functional Specifications Document has been delivered and approved, and a solution review has been delivered that confirms Release to Production criteria have been achieved.</p>
System Testing Results	Includes the testing of the solution's functionality.	<p><i>Review Method: Formal Evaluation</i></p> <p>All requirements of the Functional Specifications Document have been completed.</p>
System Administration Training	Includes the necessary technical training and documentation for the solution's system administrators to perform recurring and intermittent configuration and maintenance activities.	<p><i>Review Method: Functional Review</i></p> <p>Consistent with the course description and approved training schedule, system administration training has been delivered for up to four Solano HSSD system administrators.</p>
Training	Includes training necessary to enable all end users, including social workers, supervisors, management, and support staff, to independently operate primary system functions.	<p><i>Review Method: Functional Review</i></p> <p>Consistent with the approved training schedule and training session, training has been conducted in accordance with the "<a href="#">Training</a>" section of this document.</p>

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. **BUDGET DETAILS**

The maximum amount of compensation under this Contract will not exceed \$686,975.

2. **COMPENSATION**

- A. County will reimburse Contractor for allowable fees in accordance with the Exhibit B-1.
- B. Contractor must repay the County for any disallowed costs identified by County through monthly reports, audits, Quality Assurance monitoring, or other sources within thirty days of receipt of notice from County that the costs have been disallowed. Contractor agrees that funds to be disbursed under the terms of this Contract will be withheld if repayment is not received by the County within thirty days of receipt of notice from County. Contractor may submit a written appeal to a disallowance to the County Health and Social Services Employment & Eligibility Services Deputy Director, or designee, within fifteen days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. No fees or expenses incurred by Contractor in the course of appealing a disallowance will be an allowable cost under this Contract and will not be reimbursed by County. The decision of the Deputy Director, or designee, regarding the appeal will be final.

3. **METHOD OF PAYMENT**

Upon submission of an invoice and a Solano County vendor claim by Contractor, and upon approval by County, County will pay Contractor monthly in arrears for services actually provided in the prior month, or upon demonstrated completion of deliverables, as applicable, up to the maximum amount set forth in Section 3 of the Standard Contract. Monthly claims for payment should be submitted to County by the 15th day of the subsequent month. Notwithstanding Section 1 in Exhibit C, Contractor is required to submit all monthly claims for services provided through May 31st no later than June 15th. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

**EXHIBIT B-1**

<b>Year 1: April 6, 2021 - June 30, 2021</b>		
<b>Implementation</b>	<b>Cost</b>	<b>Deliverable/Payment Schedule</b>
My Benefits CalWIN (MyBCW) Barcode Scanning Implementation Services - CEP (Customer Engagement Platform) Automated Mailroom	\$29,700	50% of the Implementation Services will be invoiced at the beginning of the Startup Phase and the remaining amount will be invoiced upon completion of the Closeout Phase (as described in Exhibit A). Payment due within thirty (30) days upon receipt of invoice.
Onbase Software for MyBCW Barcode Scanning	\$25,500	Invoiced upon execution of contract and payment due within 30 days of receipt of invoice.
MyBCW Batch Indexing Implementation Services	\$30,375	50% of the Implementation Services will be invoiced at the beginning of the Startup Phase and the remaining amount will be invoiced upon completion of the Closeout Phase (as described in Exhibit A). Payment due within thirty (30) days upon receipt of invoice.
10 OnBase Named User Client licenses	\$5,000	Invoiced upon the purchase of the licenses and payment due within 30 days of receipt of invoice.
2 Compass Tasks licenses*	\$500	Invoiced upon the purchase of the licenses and payment due within 30 days of receipt of invoice.
<b>Subscriptions</b>	<b>Cost</b>	<b>Deliverable/Payment Schedule</b>
CEP – Automated Mailroom for MyBCW Barcode Scanning Subscription - June 1, 2021 - June 30, 2022	\$54,167	Invoiced at the completion of the Deploy Phase (as described in Exhibit A) or June 1, 2021, whichever is sooner.
CEP – Content Import for MyBCW Batch Indexing Subscription - June 1, 2021 - June 30, 2022	\$40,625	Invoiced at the completion of the Deploy Phase (as described in Exhibit A) or June 1, 2021, whichever is sooner.
<b>Maintenance</b>	<b>Cost</b>	<b>Deliverable/Payment Schedule</b>
CEP - OnBase Software Maintenance - June 1, 2021 - June 30, 2022	\$5,525	Invoiced on or before June 1, 2021 and payment due within 30 days of receipt of invoice.
Maintenance - for 10 OnBase and 2 Compass Licenses	\$1,100	Invoiced upon the purchase of the licenses and due within 30 days of receipt of invoice.
<b>Year 1 Total</b>	<b>\$192,492</b>	

<b>Year 2: July 1, 2021 - June 30, 2022</b>			
	<b>Maintenance</b>	<b>Cost</b>	<b>Deliverable/Payment Schedule</b>
	OnBase and Compass Maintenance	\$193,496	Payment due on or before July 1, 2021. Invoice must be received by County 45 days prior July 1, 2021
	<b>Year 2 Total</b>	<b>\$193,496</b>	

<b>Year 3: July 1, 2022 - June 30, 2023</b>			
	<b>Maintenance</b>	<b>Cost</b>	<b>Deliverable/Payment Schedule</b>
	OnBase and Compass Maintenance	\$210,424	Payment due on or before July 1, 2022. Invoice must be received by County 45 days prior July 1, 2022
	<b>Subscriptions</b>	<b>Cost</b>	<b>Deliverable/Payment Schedule</b>
	CEP – Automated Mailroom for MyBCW Barcode Scanning Subscription - July 1, 2022 - June 30, 2023	\$51,750	Payment due on or before July 1, 2022. Invoice must be received by County 45 days prior July 1, 2022
	CEP – Content Import for MyBCW Batch Indexing Subscription - July 1, 2022 - June 30, 2023	\$38,813	Payment due on or before July 1, 2022. Invoice must be received by County 45 days prior July 1, 2022
	<b>Year 3 Total</b>	<b>\$300,987</b>	

	<b>Grand Total</b>	<b>\$686,975</b>	
*Compass Tasks license are 1:1 ratio license for all users with access to the Compass Tasks Module within Pilot.			

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

**1. CLOSING OUT**

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

**2. TIME**

Time is of the essence in all terms and conditions of this Contract.

**3. TIME OF PERFORMANCE**

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

**4. TERMINATION**

A. Either Party may terminate this Contract immediately upon notice of the other Party's malfeasance.

B. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

**5. SIGNATURE AUTHORITY**

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

**6. REPRESENTATIONS**

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver’s license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor’s agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance  
Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- (3) Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

C. Minimum Limits of Insurance  
Contractor must maintain limits no less than:

- (1) General Liability: **\$2,000,000** per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.  
(Including operations, products and completed operations.)
- (2) Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
- (3) Workers’ Compensation: As required by the State of California.
- (4) Employer’s Liability: **\$1,000,000** per accident for bodily injury or disease.

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor’s services under this Contract, Contractor must maintain the following insurance coverage:

- (1) Cyber Liability: **\$1,000,000** per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract.

- (2) Professional Liability: **\$2,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers in excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

## 8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

## 9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

## 10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

## 11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

## 12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

### 13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

### 14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

### 15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

**16. DRUG FREE WORKPLACE**

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

**17. HEALTH AND SAFETY STANDARDS**

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

**18. CHILD/ADULT ABUSE**

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

**19. INSPECTION**

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

**20. NONDISCRIMINATION**

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

**21. SUBCONTRACTOR AND ASSIGNMENT**

A. Services under this Contract require specialized skill and expertise.

B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

**22. UNFORESEEN CIRCUMSTANCES**

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

**23. OWNERSHIP OF DOCUMENTS**

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

**24. NOTICE**

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

**25. NONRENEWAL**

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

**26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS**

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

(1) The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

(2) The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.

**27. CHANGES AND AMENDMENTS**

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

**28. CHOICE OF LAW**

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

**29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

**30. WAIVER**

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

**31. CONFLICTS IN THE CONTRACT DOCUMENTS**

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

**32. FAITH BASED ORGANIZATIONS**

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

### **33. PRICING**

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

### **34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES**

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

### **35. DISBARMENT OR SUSPENSION OF CONTRACTOR**

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

D. If services pursuant to this Contract involve federally-funded programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing Contractor's payment.

**36. EXECUTION IN COUNTERPARTS**

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

**37. LOCAL EMPLOYMENT POLICY**

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

**38. ENTIRE CONTRACT**

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**1. CONTRACT EXTENSION**

Notwithstanding Section 2 and Section 3 of the Standard Contract, and unless terminated by either party prior to contract termination date, at County's sole election, this Contract may be extended for up to 90 days, not to exceed \$75,247, beyond the contract termination date to allow for continuation of services and sufficient time to complete a novation or renewal contract.

**2. SPECIAL RESPONSIBILITIES OF CONTRACTOR**

Contractor will:

A. If Contractor is non-profit organization, submit verification.

**3. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION**

The use of disclosure of information concerning County applicants and recipients will be limited to the use described in Exhibit A of this Contract. Information will not be released to any other agencies except as specified in Welfare & Institutions Code (W&IC) sections 10850, 10850.2 and 14100.2 that describes the use and disclosure of confidential records. The Personally Identifiable Information (PII) provided to Contractor by County falls within the description of confidential records. Contractor recognizes that unauthorized release of confidential information is a misdemeanor under W&IC sections 10850 and 14100.2 and may lead to criminal or civil liability. Contractor will implement security policies and safeguard PII at all times. Contractor will assure County applicants' or recipients' information will not be left unattended in vehicles or public facilities. Contractor will provide evidence of privacy/security training by submission of training materials, confidentiality statement signed annually by staff and organizational policies regarding confidentiality and security of records upon execution of this Contract.

**4. BREACH REPORTING OBLIGATION**

Contractor will immediately notify H&SS Compliance and Quality Assurance Unit by telephone at 707-784-3198 plus email: [HSS-Compliance@SolanoCounty.com](mailto:HSS-Compliance@SolanoCounty.com) or fax 707-421-3207 upon discovery of a breach of secured and unsecured PII when Contractor reasonably believes PII information has been accessed or acquired by an unauthorized person and upon the discovery of a suspected security incident that involved data provided to Contractor. County will notify Contractor of any changes to telephone number, email address and fax number above. Upon notification from the Contractor, the County shall notify the appropriate governing agency as required.

**5. DRUG FREE WORKPLACE**

Contractor will execute the form attached as Exhibit "D-1".

**6. CHILD/ADULT ABUSE**

Contractor will execute the form attached as Exhibits "D-2" and "D-3".

7. **CONFIDENTIALITY TO COMPUTER SYSTEM CERTIFICATION**

Contractor will execute the form attached as Exhibit “D-4”.

8. **PRIVACY SECURITY AGREEMENT**

Contractor will execute the form attached as Exhibit “D-5”.

9. **CIVIL RIGHTS VENDOR AGREEMENT**

Contractor will execute the form attached as Exhibit “D-6”.

SOLANO COUNTY

**DRUG-FREE WORKPLACE CERTIFICATION**

(rev-09/01/94)

**Northwoods Consulting Partners, Inc.**

Contractor certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace;
  - (b) The person's or organization's policy of maintaining a drug-free workplace;
  - (c) Any available counseling, rehabilitation and employee assistance programs; and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code section 8355(c), that every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free policy statement; and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

**CERTIFICATION**

I certify that I am duly authorized legally to bind the Contractor to the above-described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Nick Patel



03/29/2021  
04:57 PM EDT

Contractor Signature

Date

**CHILD ABUSE REPORTING REQUIREMENTS**

Section 11166 of the Penal Code requires any child care custodian, medical practitioner, nonmedical practitioner, or employee of a child protective agency who has knowledge of, or observes a child in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects, has been the victim of a child abuse to report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone, and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

I, the undersigned, have read and understand the requirements of Penal Code section 11166 and will comply with its provisions.

I agree to report to my immediate supervisor any suspected child abuse situations of which I am aware and will report directly to the Child Protective Services as necessary.

Nick Patel



03/29/2021  
04:57 PM EDT

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

**ADULT ABUSE REPORTING REQUIREMENTS**

Welfare and Institutions Code section 15630 and following:

The undersigned, having read the statement below, signifies knowledge and understanding of its provisions:

Section 15630 of the Welfare and Institutions Code requires any care custodian, health practitioner, or employee of an adult protective services agency or a local law enforcement agency who has knowledge of, or observes a dependent adult, in his or her professional capacity or within the scope of his or her employment who he or she knows has been the victim of physical abuse, or who has injuries under circumstances which are consistent with abuse where the dependent adult's statements indicate, or in the case of a person with developmental disabilities, where his or her statements or other corroborating evidence indicates that abuse has occurred, to report the known or suspected instance of physical abuse to an adult protective services or a local law enforcement agency immediately or as soon as practically possible by telephone and to prepare and send a written report, thereof, within 36 hours of receiving the information concerning the incident.

"Care Custodian" means an administrator or an employee of any of the following public or private facilities:

- |   |  |
|---|--|
| 1. Health facility  | 12. Licensing worker or evaluator  |
| 2. Clinic   | 13. Public assistance worker   |
| 3. Home health agency   | 14. Adult protective services agency   |
| 4. Educational institution  | 15. Patient's rights advocate  |
| 5. Sheltered workshop   | 16. Nursing home ombudsman   |
| 6. Camp   | 17. Legal guardian or conservator  |
| 7. Respite care facility  | 18. Skilled nursing facility   |
| 8. Residential care institution including foster homes and group homes  | 19. Intermediate care facility   |
| 9. Community care facility  | 20. Local Law enforcement agency   |
| 10. Adult day care facility, including adult day health care facilities | 21. Any other person who provides goods or services necessary to avoid physical harm or mental suffering and who performs duties |
| 11. Regional center for persons with developmental disabilities         |  |

"Health Practitioner" means a physician, surgeon, psychiatrist, psychologist, dentist, resident, intern, podiatrist, chiropractor, licensed nurse, dental hygienist, marriage, family and child counselor or any other person who is currently licensed under Division 2 (commencing with Section 500) of the Business and Professions Code, any emergency medical technician I or II, paramedic, a person certified pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code, or psychological assistant registered pursuant to Section 2913 of the Business and Professions Code, a marriage, family and child counselor trainee, as defined in subdivision (c) of Section 4980.03 of the Business and Professions Code, a state or county public health employee who treats a dependent adult for any condition, a coroner, or a religious practitioner who diagnoses, examines, or treats dependent adults.

I certify that a full copy of Welfare and Institutions Code section 15630 and following has been provided to me, and I have read and understand the above statement and will comply with its provisions.

Nick Patel 

03/29/2021  
04:57 PM EDT

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

**CONFIDENTIALITY AND ACCESS TO COMPUTER SYSTEM CERTIFICATION**  
Welfare and Institutions Code section 10850 and Division 19 of California State Department of Social Services Manual  
Policies and Procedures and following:

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**Northwoods Consulting Partners, Inc.**

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The Contractor acknowledges and agrees to the following provisions pertaining to client confidentiality and the use of the Solano County (“County”) California Work Opportunity and Responsibility to Kids Information Network (“CalWIN”) system.

1. CONFIDENTIALITY

A. Pursuant to Welfare and Institutions Code section 10850 and Division 19 of California State Department of Social Service Manual of Policies and Procedures, this Certification acknowledges the need for sharing confidential information directly related to the administration of the public social services as outlined in Exhibit A. No other use or disclosure is permitted unless required by law.

B. Contractor certifies that all persons who have access to client information will comply with the provisions of Welfare and Institutions Code section 10850 and Division 19 of California Department of Social Services Manual of Policy and Procedures to assure that all records concerning individuals in receipt of public social services are CONFIDENTIAL and shall not be open to examination, publication, disclosure or use not directly connected with the administration of such public social service. Disclosure of any information that identifies, by name, address, or any other identifying information (e.g. Social Security Number, birth date) any applicant for or recipient of grants-in-aid or services is prohibited.

C. Contractor understands there are criminal penalties for release or use of client information for any purpose other than stated in this Certification.

D. (1.) Contractor understands and agrees that these provisions shall survive any termination or expiration of this Certification.

(2.) Contractor and Contractor’s employees are bound by the terms of this Certification even after termination of employment.

E. Contractor agrees to require its current or future employees who are designated to have access to County information system to complete a CalWIN Access Request Form. Contractor must provide an executed form to County prior to the issuance of a security access password to the employee.

F. Contractor will provide training to its employees in such topics as privacy, security and confidentiality prior to granting access to the information system.

G. Contractor agrees to provide verbal notification to County of a privacy or security breach within 24 hours and a written incident report to County within 72 hours. Notification shall be made to the Deputy Director for Employment & Eligibility Services and the CalWIN Manager.

H. Contractor agrees to cooperate with County in any investigation related to any incident(s) involving improper use of client information or services provided under the Contract.

2. ACCESS

A. Access is based upon the contracted service(s) provided by the Contractor. CalWIN access will be limited to only the screens that contain information required to perform contracted duties.

B. County, in its sole discretion, may change access levels during the term of this Certification and documented in writing.

C. Access to CalWIN will be allowed only for Contractor’s staff, who have signed and submitted a CalWIN Access Request Form. Passwords are confidential, and cannot be shared with anyone, including other staff members.

D. Contractor agrees to provide written notification to the County of any change in the status of an employee that relates to this Certification, including termination of access due to leave, job change or other reason, within two (2) weeks of the change.

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**CERTIFICATION**

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I certify that I am duly authorized legally to bind the Contractor to the above-described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Nick Patel 

\_\_\_\_\_  
Contractor Signature

03/29/2021  
04:57 PM EDT

\_\_\_\_\_  
Date

SOLANO COUNTY  
PRIVACY AND SECURITY AGREEMENT (PSA)

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**Northwoods Consulting Partners, Inc.**

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This Exhibit to the *County of Solano Standard Contract* constitutes a *Contractor Privacy Security Agreement* (“Agreement”) between the County of Solano (“County”) and the contractor or vendor named in Section 1 of the Standard Contract (“Contractor”) and applies to the functions Contractor will perform on behalf of the County (“Services”), that are identified in Exhibit A, Scope of Work, of the Standard Contract.

The County has entered into Data Privacy and Security Agreements (the "**State Agreements**") with the California Department of Health Care Services ("**DHCS**") and California Department of Social Services ("**CDSS**") to ensure the security and privacy of Personally Identifiable Information ("**PII**" as further defined below) covered by the State Agreements. Pursuant to the State Agreements, the County is required to enter into written agreements with all contractors and vendors having access to PII ("**Contractor Privacy and Security Agreements**"). The Contractor Privacy and Security Agreements must impose upon contractors and vendors, at a minimum, the same restrictions and conditions that apply to the County with respect to PII. The State Agreements cover the County Department of Health and Social Services and its staff (County Workers), who access, use, or disclose PII covered by the State Agreements to assist in the administration of programs. "County Worker" is defined in the State Agreements to include County "contractors, subcontractors, vendors and agents." Contractor is therefore required to enter into and maintain compliance with this Agreement as an ongoing condition of the Standard Contract.

The County wishes to disclose certain information to Contractor pursuant to the terms of the Standard Contract and this Agreement, some of which may constitute PII as defined below. In carrying out the Standard Contract, Contractor will or may perform functions or activities in connection with one or more "programs" covered by the State Agreements. "Programs" covered by the State Agreements include, for example and without limitation: CalFresh; California Food Assistance Program (CFAP); California Work Opportunity and Responsibility to Kids Program (CalWORKs); Cash Assistance Program for Immigrants (CAPI); Entrant Cash Assistance (ECA); Refugee Cash Assistance (RCA); Foster Care (FC) (eligibility); Kinship Guardianship Assistance Program (Kin-GAP) (eligibility); Federal Guardianship Assistance Program (Fed-GAP) (eligibility); General Assistance/General Relief (GA/GR); Trafficking and Crime Victims Assistance Program (TCVAP); and California's Medicaid Program (Medi-Cal). County and Contractor agree as follows:

**1. DEFINITIONS**

For the purpose of this Agreement, the following terms mean:

- a. “**Assist in the Administration of the Program**” means performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and collecting PII for such purposes, to the extent such activities are authorized by law.
- b. “**Assist in the administration of the Medi-Cal program**” means performing administrative functions on behalf of Medi-Cal, such as establishing eligibility, determining the amount of medical assistance, and collecting Medi-Cal PII for such purposes, to the extent such activities are authorized by law.

- c. **“Breach”** refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to PII, whether electronic, paper, verbal, or recorded.
- d. **“Contractor Staff”** means those employees of Contractor, or any subcontractors, vendors and agents of Contractor performing any functions for the County or Contractor that require access to and/or use of PII and that are authorized by the Contractor or County to access and use PII.
- e. **“PII”** is personally identifiable information that is obtained through the Medi-Cal Eligibility Data System (**“MEDS”**) or Applicant Income and Eligibility Verification System (**“IEVS”**) on behalf of the programs which can be used alone, or in conjunction with any other reasonably available information, to identify a specific individual. The PII includes any information that can be used to search for or identify individuals, or can be used to access their files, including but not limited to, an individual's name, social security number (**“SSN”**), driver's license number, identification number, biometric records, date of birth (**“DOB”**), place of birth, or mother's maiden name. PII may also include any information that is linkable to an individual, such as medical, educational, financial, and employment information. The PII may be electronic, paper, verbal, or recorded, and includes statements made by, or attributed to, the individual. PII as defined in this Agreement includes Medi-Cal PII.
- f. **“Medi-Cal PII”** is information directly obtained in the course of performing an administrative function on behalf of the Medi-Cal that can be used alone, or in conjunction with any other information, to identify a specific individual. Medi-Cal PII includes any information that can be used to search for or identify individuals, or can be used to access their files, including, but not limited to name, SSN, DOB, place of birth, mother's maiden name, driver's license number, or identification number. Medi-Cal PII may also include any information that is linkable to an individual, such as medical, educational, financial, and employment information. Medi-Cal may be electronic, paper, verbal, or recorded and includes statements made by, or attributed to, the individual.
- g. **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the County or County's Statewide Automated Welfare System (**“SAWS”**) Consortium, or under the control of a contractor, subcontractor or vendor of the County, on behalf of the county.
- h. **“Secure Areas”** means any area where:
  - i. Contractor Staff assists in the administration of a program covered by a State Agreement;
  - ii. Contractor Staff use or disclose PII; or
  - iii. PII is stored in paper or electronic format.
- i. **“SSA-provided or verified data (SSA data):** means:
  - 1) Any information under the control of the Social Security Administration (SSA) provided to CDSS under the terms of an information exchange agreement with SSA (e.g., SSA provided date of death, SSA Title II or Title XVI benefit and eligibility data, or SSA citizenship verification); or;

- 2) Any information provided to CDSS, including a source other than SSA, but in which CCDSS attests that SSA verified it, or couples the information with data from SSA to certify the accuracy of it (e.g. SSN and associated SSA verification indicator displayed together on a screen, file, or report, or DOB and associated SSA verification indicator displayed together on a screen, file or report).

## **2. PRIVACY AND CONFIDENTIALITY**

- a. Contractor Staff may use or disclose PII only as permitted in this Agreement and only (1) to assist in the administration of programs in accordance with 45 CFR § 205.50 et seq and Welfare and Institutions Code section 10850, (2) to assist in the administration of the Medi-Cal program in accordance with Section 14100.2 of the Welfare and Institutions Code, Section 431.33 et seq. of Title 42 Code of Federal Regulations, or (3) as authorized or required by law. Disclosures required by law or that are made with the explicit written authorization of the individual client who is the subject of the PII are allowable. Any other use or disclosure of PII requires the express approval in writing by the Solano County Health and Social Services Department. No Contractor Staff shall duplicate, disseminate or disclose PII except as allowed in this Agreement.
- b. Pursuant to this Agreement, Contractor Staff may only use PII to assist in administering their respective programs.
- c. Access to PII shall be restricted to Contractor Staff who need to perform their official duties to assist in the administration of their respective programs.
- d. Contractor Staff who access, disclose or use PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

## **3. PERSONNEL CONTROLS**

Contractor agrees to advise Contractor Staff, who have access to PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the Contractor shall implement the following personnel controls:

- a. **Employee Training.** Train and use reasonable measures to ensure compliance with the requirements of this Agreement by Contractor Staff, including, but not limited to:
  - i. Provide initial privacy and security awareness training to each new Contractor Staff within thirty (30) days of employment;
  - ii. Thereafter, provide annual refresher training or reminders of the privacy and security safeguards in this Agreement to all Contractor Staff. Three (3) or more security reminders per year are recommended;
  - iii. Maintain records indicating each Contractor Staff's name and the date on which the privacy and security awareness training was completed; and
  - iv. Retain training records for a period of three (3) years after completion of the training.
- b. **Employee Discipline.**
  - i. Provide documented sanction policies and procedures for Contractor Staff who fail to comply with privacy policies and procedures or any provisions of these requirements.

- ii. Sanction policies and procedures shall include termination of employment when appropriate.
- c. **Confidentiality Statement.** Ensure that all Contractor Staff, accessing, using or disclosing PII, sign a confidentiality statement (provided by the County). The statement shall be signed by Contractor Staff prior to accessing PII and annually thereafter. Signatures may be physical or electronic. The signed statement shall be retained for a period of three (3) years.  
The statement shall include at a minimum:
  - i. General Use of the PII;
  - ii. Security and Privacy Safeguards for the PII;
  - iii. Unacceptable Use of the PII; and
  - iv. Enforcement Policies.
- d. **Background Screening.**
  - i. Conduct a background screening of Contractor Staff before they may access PII.
  - ii. The background screening should be commensurate with the risk and magnitude of harm the employee could cause. More thorough screening shall be done for those employees who are authorized to bypass significant technical and operational security controls. County requires LiveScan screening for all contractor staff who have access to PII.
  - iii. The Contractor shall retain each Contractor Staff's background screening documentation for a period of three (3) years following conclusion of employment relationship.

#### **4. MANAGEMENT OVERSIGHT AND MONITORING**

To ensure compliance with the privacy and security safeguards in this Agreement the Contractor shall perform the following:

- a. Conduct periodic privacy and security reviews of work activity by Contractor Staff, including random sampling of work product. Examples include, but are not limited to, access to case files or other activities related to the handling of PII.
- b. The periodic privacy and security reviews must be performed or overseen by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of their program, and the use or disclosure of PII.

#### **5. INFORMATION SECURITY AND PRIVACY STAFFING**

The Contractor agrees to:

- a. Designate information security and privacy officials who are accountable for compliance with these and all other applicable requirements stated in this Agreement.
- b. Assign Contractor Staff to be responsible for administration and monitoring of all security related controls stated in this Agreement.

## 6. PHYSICAL SECURITY

The Contractor shall ensure PII is used and stored in an area that is physically safe from access by unauthorized persons at all times. The Contractor agrees to safeguard PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- a. Secure all areas of the Contractor's facilities where Contractor Staff assist in the administration of their program and use, disclose, or store PII.
- b. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
  - i. Properly coded key cards
  - ii. Authorized door keys
  - iii. Official identification
- c. Issue identification badges to Contractor Staff.
- d. Require Contractor Staff to wear these badges where PII is used, disclosed, or stored.
- e. Ensure each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- f. Ensure there are security guards or a monitored alarm system at all times at the Contractor facilities and leased facilities where 500 or more individually identifiable records of Medi-Cal PII is used, disclosed, or stored. Video surveillance systems are recommended.
- g. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only authorized Contractor Staff. Visitors to the data center area must be escorted at all times by authorized Contractor Staff. Video surveillance systems are recommended.
- h. Store paper records with PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which have multi-use functions meaning that there are Contractor and non-Contractor functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.
- i. The Contractor shall have policies that indicate Contractor Staff are not to leave records with PII unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- j. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing PII.

## 7. TECHNICAL SECURITY CONTROLS

- a. **Workstation/Laptop Encryption.** All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- b. **Server Security.** Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
- c. **Minimum Necessary.** Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- d. **Mobile Device and Removable Media.** All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- e. **Antivirus Software.** All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- f. **Patch Management.**
  - i. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
  - ii. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
  - iii. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
  - iv. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- g. **User IDs and Password Controls.**
  - i. All users must be issued a unique username for accessing PII.
  - ii. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty-four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
  - iii. Passwords are not to be shared.
  - iv. Passwords must be at least eight (8) characters.
  - v. Passwords must be a non-dictionary word.
  - vi. Passwords must not be stored in readable format on the computer or server.
  - vii. Passwords must be changed every ninety (90) days or less.
  - viii. Passwords must be changed if revealed or compromised.
  - ix. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:

- A. Upper case letters (A-Z)
  - B. Lower case letters (a-z)
  - C. Arabic numerals (0-9)
  - D. Special characters (!,@,#, etc.)
- h. **Data Destruction.** When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.
- j. **System Timeout.** The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- k. **Warning Banners.** The systems providing access to PII must display a warning banner stating, at a minimum:
- i. Data is confidential;
  - ii. Systems are logged;
  - iii. System use is for business purposes only, by authorized users; and
  - iv. Users shall log off the system immediately if they do not agree with these requirements.
- l. **System Logging.**
- i. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII or alters PII.
  - ii. The audit trail shall:
    - A. Be date and time stamped;
    - B. Log both successful and failed accesses;
    - C. Be read-access only; and
    - D. Be restricted to authorized users.
  - iii. If PII is stored in a database, database logging functionality shall be enabled.
  - iv. Audit trail data shall be archived for at least three (3) years from the occurrence.
- m. **Access Controls.** The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- n. **Transmission Encryption.**
- i. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used.
  - ii. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
  - iii. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- o. **Intrusion Prevention.** All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

## **8. AUDIT CONTROLS**

- a. **System Security Review.**
  - i. The Contractor must ensure audit control mechanisms are in place.
  - ii. All systems processing and/or storing PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
  - iii. Reviews should include vulnerability scanning tools.
- b. **Log Reviews.** All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.
- c. **Change Control.** All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.
- d. **Anomalies.** When the County Department or DHCS suspects MEDS usage anomalies, the County Department will work with Contractor to investigate the anomalies and report conclusions of such investigations and remediation to CDSS.

## **9. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS**

- a. **Emergency Mode Operation Plan.** The Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.
- b. **Data Centers.** Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression, and appropriate protection from other threats, including but not limited to flood, earthquake, and terrorism.
- c. **Data Backup and Recovery Plan.**
  - i. The Contractor shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.
  - ii. The documented backup procedures shall contain a schedule which includes incremental and full backups.
  - iii. The procedures shall include storing backups containing PII offsite.
  - iv. The procedures shall ensure an inventory of backup media.
  - v. The Contractor shall have established documented procedures to recover PII data.
  - vi. The documented recovery procedures shall include an estimate of the amount of time needed to restore the PII data.
  - vii. It is recommended that the Contractor periodically test the data recovery process.

## **10. PAPER DOCUMENT CONTROLS**

- a. **Supervision of Data.** The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.

- b. **Data in Vehicles.** The Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which the Contractor Staff can transport PII, as well as the physical security requirements during transport. A Contractor that chooses to permit its staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.
- c. **Public Modes of Transportation.** The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- d. **Escorting Visitors.** Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.
- e. **Confidential Destruction.** PII must be disposed of through confidential means, such as crosscut shredding or pulverizing.
- f. **Removal of Data.** The PII must not be removed from the premises of Contractor except for identified routine business purposes or with express written permission of County.
- g. **Faxing.**
  - i. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
  - ii. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
  - iii. Fax numbers shall be verified with the intended recipient before sending the fax
- i. **Mailing.**
  - i. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
  - ii. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt.

## **11. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS**

During the term of this Agreement, the Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

1. Contractor agrees to notify County of any breach or suspected or actual Security Incident immediately upon discovery by telephone at 707-784-3198 and [HSS-Compliance@solanocounty.com](mailto:HSS-Compliance@solanocounty.com) and will include, to the extent possible, the identification of each individual whose unsecured PII has been, or is reasonably believed by the Contractor to have been accessed, acquired, used, or disclosed, a description of the PII involved, the nature of the unauthorized access, use or disclosure, the dates of the breach and discovery of the breach, and a description of any remedial action taken or proposed to be taken by Contractor, together with such other information County may reasonably require from Contractor from time to time in order for County to comply with its own reporting obligations.

2. A breach or unauthorized access, use or disclosure shall be treated as discovered by the Contractor on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Contractor or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Contractor.
3. Contractor shall consult with County to mitigate, to the extent practicable, any harmful effect that results from a Breach, Security Incident, or unauthorized access, use or disclosure of unsecured PII by Contractor or its employees, officers, subcontractors, agents or representatives.
4. Following a breach, security incident, or any unauthorized access, use or disclosure of unsecured PII, Contractor agrees to take any and all corrective action necessary to halt and/or contain the improper use or disclosure, prevent recurrence, to document any such action, and to make all documentation available to the County.
5. Except as provided by law, Contractor agrees that it will not inform any third party of a Breach or unauthorized access, use or disclosure of unsecured PII without consultation with County. County hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice. When applicable law requires the breach to be reported to a federal or state agency or that notice be given to media outlets, Contractor shall cooperate with and coordinate with County to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting.
6. Contractor acknowledges that it is required to comply with the rules and regulations referenced in this Section and that Contractor (including its subcontractors) may be held liable and subject to penalties for failure to comply.
7. In meeting its obligations under this Agreement, it is understood that Contractor is not acting as the County's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Contractor is at all times acting as an independent contractor in providing services pursuant to this Agreement and Exhibit A, Scope of Work.

## **12. EXHIBITS**

1. The following exhibits to the State Agreements are attached to and incorporated into this Agreement by this reference, and Contractor agrees to comply with the applicable privacy and security requirements in these exhibits.

**EXHIBIT A** - Exhibit A consists of the current versions of the following documents, copies of which can be requested by the County Department/Agency information security and privacy staff from CDSS by emailing CDSS at [cdsspsa@dss.ca.gov](mailto:cdsspsa@dss.ca.gov).

- Computer Matching and Privacy Protection Act Agreement between the SSA and California Health and Human Services Agency
- Information Exchange Agreement between SSA and CDSS (IEA-F and IEA-S)
- Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR)

**EXHIBIT B** - Exhibit B consists of the current version of the following document, a copy of which can be requested by the County Department/Agency information security and privacy staff by emailing CDSS at [cdsspsa@dss.ca.gov](mailto:cdsspsa@dss.ca.gov).

- Computer Matching Agreement between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and California Department of Social Services (CA-DSS)

### **13. CONFLICTING STANDARDS**

If there is any conflict between a privacy and security standard in this Agreement and any authority referenced or incorporated by reference in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to PII.

### **14. ASSESSMENTS AND REVIEWS**

In order to enforce this Agreement and ensure compliance with its provisions and Exhibits, Contractor agrees to assist County in performing compliance assessments. These assessments may involve compliance review questionnaires, and/or review of the facilities, systems, books, and records of Contractor, with reasonable notice from County. Such reviews shall be scheduled at times that take into account the operational and staffing demands. Contractor agrees to promptly remedy all violations of any provision of this Agreement and certify the same to County in writing, or to enter into a written Corrective Action Plan with County containing deadlines for achieving compliance with specific provisions of this Agreement

### **15. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS**

In the event of litigation or administrative proceedings involving County or CDSS or DHCS based upon claimed violations by Contractor or County of the privacy or security of PII, or federal or state laws or agreements concerning privacy or security of PII, Contractor shall make all reasonable effort to make itself and Contractor Staff assisting in the administration of their program and using or disclosing PII available to County or CDSS or DHCS, as applicable, at no cost to County or CDSS or DHCS to testify as witnesses.

### **16. TERMINATION AND AMENDMENT OF AGREEMENT**

1. Upon termination of this Agreement for any reason, Contractor shall return or destroy, at County's sole discretion, all PII received from the County, or created or received by Contractor on behalf of the County.
2. Contractor will retain no copies of PII in possession of subcontractors or agents of Contractor.
3. Contractor shall provide the County notification of the conditions that make return or destruction not feasible in the event that Contractor determines that returning or destroying the PII is not feasible. If the County agrees that the return of the PII is not feasible, Contractor shall extend the protections of this Agreement to such PII and limit further use and disclosures of such PII for so long as the Contractor or any of its agents or subcontractor maintains such information.

4. Contractor agrees to promptly amend this Exhibit as necessary to comply with any newly enacted or issued state or federal law, rule, regulation or policy, or any judicial or administrative decision affecting the use or disclosure of PII, or any amendment to the State Agreements or Exhibits to the State Agreements.
5. Contractor agrees to retain records, minus any PII required to be returned by the above section, for a period of at least 7 years following termination of the Agreement. The determining date for retention of records shall be the last date of encounter, transaction, event, or creation of the record.
6. All provisions of this Agreement that provide restrictions on disclosures of PII and that provide administrative, technical, and physical safeguards for the PII in the Contractor's possession shall continue in effect beyond the termination or expiration of this Agreement and shall continue until the PII is destroyed or returned to County.

### 13. SIGNATORIES

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement.

The authorized officials whose signatures appear below have committed their respective agencies to the terms of this Agreement. This Agreement is effective on the day the Standard Contract becomes effective and terminates, except for those provisions surviving termination, on the date the Standard Contract terminates

Nick Patel



03/29/2021  
04:57 PM EDT

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(Signature)

(Date)

Approved 12/17/20

VENDOR ASSURANCE OF COMPLIANCE WITH THE SOLANO COUNTY  
HEALTH & SOCIAL SERVICES  
DEPARTMENT

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

Northwoods Consulting Partners, Inc. agrees that it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code sections 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) parts 80, 84, and 91, 7 CFR part 15, and 28 CFR part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and gives assurance that it will immediately take any measures necessary to effectuate this Contract.

This assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and Northwoods Consulting Partners, Inc. gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

By accepting the assurance, the Northwoods Consulting Partners, Inc. agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on Northwoods Consulting Partners, Inc. directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Nick Patel



03/29/2021  
04:57 PM EDT

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

CR50-Vendor Assurance of Compliance