

**AGREEMENT**  
**(BOS AGREEMENT NO. \_\_\_\_ - \_\_\_\_)**

THIS AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”), by and between the County of Yolo, a political subdivision of the State of California (“County”) and Northwoods Consulting Partners, Inc., an Ohio-based corporation, (“Contractor”), jointly referred to as “the Parties.”

**WHEREAS**, the County’s current document and casework management system Compass Pilot provided by Contractor is being phased out and will no longer be supported by Contractor; and

**WHEREAS**, the County desires to upgrade their document and casework management, through the Contractor’s new Traverse platform as further described in Exhibit A; and

**WHEREAS**, the County receives State funding which includes Realignment for Child Welfare Services; and

**WHEREAS**, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

**WHEREAS**, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

**WHEREAS**, Contractor further represents and warrants to the County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and that it will do so in a manner consistent with and furthering of the Values of Yolo County, a copy of which can be found at <http://www.yolocounty.org/general-government/about-us/mission-values-strategic-plan>.

**WHEREAS**, Contractor understands that the County is relying upon these representations in entering into this Agreement; and

**NOW, THEREFORE**, the County and the Contractor agree as follows:

**I. TERM**

This Agreement commences as of the Effective Date and continues until all User Subscriptions granted in accordance with Attachment 1– Software as a Support Service Agreement have expired or have been terminated. See Attachment 1, Section 4.

**II. SERVICES**

**A.** Contractor shall furnish and perform the services set forth in the Statement of Work attached to this Agreement as Exhibit A, in conformance with this Agreement (including, but not limited to, all exhibits and attachments), and in a manner satisfactory to the County.

**B.** Contractor shall comply with all applicable provisions of State and Federal regulations and provisions as incorporated herein as if fully set forth in this place, including those found in any regulatory or sub-regulatory guidance.

BOS No.  
 Infor PO No.  
 Infor Ref No.

C. Contractor shall also comply with the terms and conditions set forth in the County’s Accounting Handbook for CBOs and Contract Administration Manual for CBOs (copies of which have previously been provided to Contractor).

**III. COMPENSATION AND PAYMENT TERMS**

A. Subject to the satisfactory performance of the services required of Contractor pursuant to this Agreement, and to the terms and conditions set forth in this Agreement, and following Contractor’s submission of an appropriate claim, and such other documentation that the County may require, County shall pay Contractor according to the terms set forth in Exhibit B. Contractor agrees to accept the foregoing payments as full and complete payment for all services provided pursuant to this Agreement, irrespective of whether the cost of such services and related administrative expenses exceed such payments.

B. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2028** shall be no greater than **ONE MILLION FOUR HUNDRED SEVENTY-TWO THOUSAND DOLLARS (\$1,472,000)** specified as follows:

<b>Professional Services Year 1 - FY2022-23</b>		FY=Fiscal Year
	In Home Supportive Services (IHSS)	\$190,550
	Public Guardian (PG)	\$12,450
	Child Welfare Services (CWS)	\$27,000
	Subtotal Professional Fees	<b>\$230,000</b>
<b>Initial Subscription Term (IST) License Fees (up to 150 users)</b>		
FY 2022-23	Year 1- IHSS	\$47,000
FY 2023-24	Year 2- IHSS	\$47,000
FY 2024-25	Year 3- IHSS	\$47,000
FY 2025-26	Year 4- IHSS	\$47,000
FY 2026-27	Year 5- IHSS	\$47,000
FY 2027-28	Year 6- IHSS	\$47,000
	IHSS Subtotal IST License Fees	<b>\$282,000</b>
FY 2022-23	Year 1- PG	\$15,000
FY 2023-24	Year 2- PG	\$15,000
FY 2024-25	Year 3- PG	\$15,000
FY 2025-26	Year 4- PG	\$15,000
FY 2026-27	Year 5- PG	\$15,000
FY 2027-28	Year 6- PG	\$15,000
	PG Subtotal IST License Fees	<b>\$90,000</b>
FY 2022-23	Year 1- CWS	\$145,000
FY 2023-24	Year 2- CWS	\$145,000
FY 2024-25	Year 3- CWS	\$145,000
FY 2025-26	Year 4- CWS	\$145,000
FY 2026-27	Year 5- CWS	\$145,000
FY 2027-28	Year 6- CWS	\$145,000
	CWS Subtotal IST License Fees	<b>\$870,000</b>
	<b>Total Contract Amount</b>	<b>\$1,472,000</b>

<b>HHSA Program</b>	<b>IHSS</b>	<b>PG</b>	<b>CWS</b>	<b>Total</b>
<b>FY 2022-23</b> Effective Date through June 30, 2023	\$237,550	\$27,450	\$172,000	\$437,000
<b>FY 2023-24</b> July 1, 2023 through June 30, 2024	\$47,000	\$15,000	\$145,000	\$207,000
<b>FY 2024-25</b> July 1, 2024 through June 30, 2025	\$47,000	\$15,000	\$145,000	\$207,000
<b>FY 2025-26</b> July 1, 2025 through June 30, 2026	\$47,000	\$15,000	\$145,000	\$207,000
<b>FY 2026-27</b> July 1, 2026 through June 30, 2027	\$47,000	\$15,000	\$145,000	\$207,000
<b>FY 2027-28</b> July 1, 2027 through June 30, 2028	\$47,000	\$15,000	\$145,000	\$207,000
<b>Total</b>	<b>\$472,550</b>	<b>\$102,450</b>	<b>\$897,000</b>	<b>\$1,472,000</b>

C. County shall pay Contractor using a combination of funding sources, as the County deems appropriate.

**IV. AMENDMENT AUTHORITY**

A. Procurement Manager’s Authority: The Yolo County Procurement Manager (“Procurement Manager”) may approve and execute amendments regarding allocation of funds between categories of services, statement of work, billing rates, and other contract language changes set forth elsewhere in this Agreement provided the modifications are generally consistent with the original approved scope of the contract. This authority includes the ability to approve and execute amendments to increase to the maximum payment obligation, provided the increase is within the Procurement Manager’s Authority, as prescribed in the Yolo County Procurement Policy.

B. Yolo County Board of Supervisors’ Authority: All other authority to approve and execute amendments or exercise option year(s) related to this Agreement is reserved by the Yolo County Board of Supervisors.

**V. ENTIRE AGREEMENT**

A. The complete Agreement shall include the following exhibits and attachment(s) attached hereto and incorporated herein:

Exhibit A – Statement of Work



BOS No.  
Infor PO No.  
Infor Ref No.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first set forth above.

**CONTRACTOR**

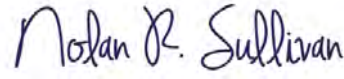
By   
Nick Patel, Chief Financial Officer  
Northwoods Consulting Partners, Inc.

Date: Oct 24, 2022

**COUNTY OF YOLO**

By \_\_\_\_\_  
Angel Barajas, Chair  
Board of Supervisors

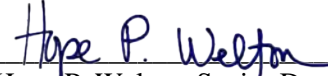
Date: \_\_\_\_\_

  
Nolan Sullivan, Director  
Health and Human Services Agency

Attest:  
Julie Dachtler, Senior Deputy Clerk  
Board of Supervisors

By \_\_\_\_\_  
Deputy (Seal)

Approved as to Form:  
Phillip J. Pogledich, County Counsel

By   
Hope P. Welton, Senior Deputy



NORTHWOODS®

# Statement of Work

## Traverse Implementation Project

**Presented to**

Yolo County, California  
Health & Human Services Agency

**Document Version**

Version 2.0

**Date Submitted**

September 9, 2022

**Expiration Date**

December 9, 2022



## Copyright and Trademark Notice

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## Purpose

The purpose of this Statement of Work (SOW) is to define the scope of work and deliverable work products necessary for the implementation of a Traverse solution within Yolo County, California Health & Human Services Agency (Yolo HHSA or customer). This SOW specifies the work to be done by the Northwoods Consulting Partners, Inc. (Northwoods) project team in providing the services associated with the Yolo HHSA Traverse Implementation Project (the Project). Any requests for services and/or system functionality that exceed the scope specified in this SOW are subject to change management.<sup>1</sup>

<sup>1</sup> See "[Appendix A: Change Management](#)" on page A-1.



## Project Scope

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

- In Home Supportive Services (IHSS)
- Public Guardian
- Child Welfare Services (CWS)

## 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
- Client Software Deployment
- SaaS Environment Setup
- Baseline ETL Configuration
- Electronic Forms Design
- ETL Review
- Implementation Support
- Training Schedule
- Business Process Review
- Extract, Transform, Load (ETL) Design Document
- Electronic Filing Structure Development
- ETL Testing
- Training

Deliverable review procedures are described in "[Appendix B: Deliverable Review Procedures](#)" on page B-1 while deliverable acceptance criteria for this project's deliverables are provided in "[Appendix C: Deliverable Acceptance Criteria](#)" on page C-1.

## Northwoods Project Team Roles

The Northwoods project management team 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 in alignment with Project Management Institute (PMI) standards.

The Northwoods project team will include the following roles:



Role	Responsibilities
<b>Project Manager</b>	Manages the project implementation approach, staffing, responsibilities, and delivery of services. Serves as the primary points of contact for Yolo HHSA. Oversees and supports solution rollout. Responsible for day-to-day project quality assurance.
<b>Solution Analyst</b>	Leads business process review sessions, consulting with Yolo HHSA subject matter experts (SMEs) on identified areas where will intersect with day-to-day business processes. Provides consultation around what agency forms should be included in Traverse. Ensures the solution appropriately meets Yolo HHSA's needs. Ensures the readiness of Yolo HHSA as it pertains to the delivery of training. Provides direct training support to ensure Traverse is appropriately adopted by Yolo HHSA workers.
<b>ETL Analyst</b>	Participates in Technical Evaluation and Ancillary System Technical Evaluation sessions.
<b>Solution Architect</b>	Participates in Technical Evaluation and Ancillary System Technical Evaluation sessions. Designs ETL agent according to the ETL Design Document deliverable. Ensures Traverse successfully integrates with applicable Yolo HHSA systems. Responsible for incorporating Yolo HHSA's electronic filing structure into Traverse and building Yolo HHSA-specific service deliveries within the application. Provides consultation on how Yolo HHSA should deploy Traverse. Responsible for testing the designed ETL solution(s).
<b>Forms Design Team</b>	Responsible for overseeing the collection and development of up to a total of 200 electronic forms.

### Yolo HHSA Key Project Team Roles

The Yolo HHSA project team will include at least the following key roles:

Role	Responsibility
<b>Project Manager</b>	Responsible for scheduling and overseeing tasks and resources assigned to the project. Ensures that project management standards are met. Assists the Northwoods Project Manager with monitoring the overall quality of the project and furthering the ongoing integration of the Northwoods solution. Ensures that solution adoption continues to increase after the project is completed.



Role	Responsibility
<b>Head Coach</b>	Responsible for monitoring the overall quality of the project and furthering the ongoing integration of the Northwoods solution into day-to-day business processes. Ensures that solution adoption continues to increase after the project is completed.
<b>Assistant Coach</b>	Responsible for the day-to-day training and support needs of the Northwoods solution. Ensures the delivery of training occurs during the onboarding process for new hire staff.
<b>IT Lead</b>	Responsible for provisioning necessary hardware and facilitating access to systems that are required to be integrated with Traverse. Responsible for serving as the technical subject matter expert.
<b>Subject Matter Experts</b>	Responsible for participating in business process reviews with Northwoods staff, as well as other identified activities.
<b>System Administrators</b>	Responsible for system administration activities, including maintaining user accounts within Traverse.

## Work Activities

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

### Project Planning and Management

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

- **Calendar of Events and Deadlines**
  - Establish, review, and communicate project events and deadlines throughout the duration of the project
  -
- **Change Management**
  - Track and monitor change requests for anything affecting scope, time, or cost for the project
  - Identify and process in-scope and out-of-scope requests
- **Communications Management**
  - Provide project status updates and communication
  - Use appropriate communication channels to ensure visibility and cooperation by communicating status and relevant news about the project to key stakeholders
  - Provide regular status reports to the Yolo HHSA 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

For additional details around the Northwoods Project Manager's role, as well as the roles that make up the Northwoods project team, please refer to "[Northwoods Project Team Roles](#)" on page 2.

## Coach Development

Northwoods will provide Yolo HHSA with coach development before, during, and after solution implementation, which will assist with the implementation of Traverse and create the foundation for long-term solution success.

Using coaching principles championed by the University of California – Davis and the University of Denver's Butler Institute for Families, we spend significant time assisting an agency in creating and developing a coaching team. We apply our expertise and knowledge of agency business units by working with an agency's stakeholders to evaluate, identify, and develop the best possible staff members to:

- Assess the current state of, and future changes to, agency business processes
- Establish communication protocols that are in line with the modernization of existing business processes
- Train and support agency staff
- Advocate for and lead necessary business process changes that promote overarching and sustainable agency success

In support of this project, we will begin by providing Yolo HHSA with our recommended skillsets and criteria for coaches. We will then outline what Yolo HHSA coaches will do, how each role will be involved in the project, and why the coaching team is critical to the solution's success. All of this leads to Yolo HHSA's coaches becoming in-house experts in supporting and sustaining Traverse in all aspects of their organization.

The primary roles in a coaching team include a head coach and assistant coaches, which are supported by the Northwoods project team, the agency's project manager, and the agency's IT staff.

In addition to the high-level project team roles presented in "[Yolo HHSA Key Project Team Roles](#)" on page 3, the characteristics and responsibilities of a head coach and assistant coaches are summarized in the following table:



Coaching Role	Characteristics and Responsibilities
<p><b>Head Coach</b></p>	<p>The head coach serves as the project lead, establishes readiness, and ensures solution success before implementation, during training, and after the project is closed. The Northwoods Project Team works closely with and supports the head coach, establishing the head coach as their agency’s champion of the Northwoods solution—from the day-to-day utilization of the solution to being a visionary for continued process improvement. The head coach should have a complete understanding of the project from business process review to baseline solution configuration to its use in the field, as well as agency policies and procedures. Serving as the central point of contact between an agency and Northwoods—as well as internally—the head coach ensures accurate and timely communication, fosters relationships with an agency’s staff, and implements new business processes developed during the project’s implementation.</p>
<p><b>Assistant Coaches</b></p>	<p>Assistant coaches provide direct support to a small team of agency staff, offering guidance and encouraging them to adopt new techniques. These coaches have in-depth knowledge of their agency’s business processes, as well as caseworker responsibilities. Assistant coaches focus on developing staff proficiency as they adopt the Northwoods solution. While a head coach is responsible for overall project success and end-user adoption, assistant coaches work with a smaller subset of staff to provide support, identify areas of strength and weakness, determine if strengths and weaknesses are common across the subset of staff, and provide information to the head coach.</p>

Once a head coach and assistant coaches are identified, Northwoods will provide targeted support to position Yolo HHSA’s coaching team for lasting success. Working together, Northwoods and Yolo HHSA’s coaching team will identify agency strengths and critical business processes that have the greatest potential to be affected by the Northwoods solution. The coaching team will then guide Yolo HHSA through changes to policies and procedures. Through consultation provided by the Northwoods project team, Yolo HHSA’s coaching team will help the agency and its staff navigate through organizational changes, including the onboarding of new staff, implementing new programs, responding to new state mandates, and incorporating future product enhancements. As such, coaches will remain critical to the flow of communication within Yolo HHSA, supporting front-line staff who will use the Northwoods solution and ensuring that all staff remain informed about organizational changes as they are implemented.

We understand the importance of an agency’s coaching team in the continued success of a Northwoods solution and recognize the need for additional opportunities to support the coaching team’s “next steps” once the project is fully implemented. After project implementation, the Northwoods Customer Success Manager will work with Yolo HHSA to schedule post-project implementation check-ins with the coaching team, providing additional consultation.

## Server Environment

Northwoods will install an ETL agent on a Yolo HHSA server (physical or virtual) that will be used to enable the exchange of data between the following systems and Traverse, as detailed in “[ETL Configuration](#)” on page 11:

- CWS/CMS
- CMIPS
- Panoramic
- Compass Pilot

Each ETL agent is required to communicate with both the data source(s) and target data. An agent is installed on a server at the agency and provides secure data transfer to and from the Traverse solution.

Yolo HHSA must provide an ETL agent server for each of the above-listed systems according to the minimum specifications listed below at Yolo HHSA’s own cost:

- One of the following operating systems:
  - Windows Server 2012 or greater
  - Windows Server 2016 is recommended
- Microsoft components:
  - Microsoft .NET Framework 4.7.2 (full version)
  - Microsoft Windows Identity Foundation
- Minimum specs:
  - Quad Core CPU
  - 8 GB of RAM
  - 8 GB of free hard disk space

## Business Process Review

Business Process Review consists of all activities required for Yolo HHSA SMEs to review existing business processes and how those business processes will change.

During the course of the project, the Northwoods project team meets with the Yolo HHSA SMEs to review Traverse—specifically functionality related to the Traverse web application, Traverse forms, and the Traverse mobile application—and discuss potential business process changes. Yolo HHSA SMEs, composed of representatives from different program areas, will be asked to review how existing processes will be affected by Traverse, changes that will help workers realize the most benefits from Traverse, and any other decisions that may affect business processes.

Following each business process review meeting, Yolo HHSA SMEs evaluate any necessary business process changes related to the use of Traverse. The SMEs document the current business process, how the business



process will change with Traverse, and any other considerations that Yolo HHSA should consider when implementing the business process change.

## Electronic Filing Structure Development

Northwoods will assist Yolo HHSA in developing a custom CWS and Public Guardian electronic filing structure (EFS), which involves Northwoods working with Yolo HHSA SMEs as they develop the agency's electronic filing structure using its pre-existing, IHSS-specific taxonomy.<sup>2</sup>

Specifically, Northwoods will:

1. Explain the EFS and its purpose as well as demonstrate an example of an EFS in Traverse.
2. Provide consultation and assistance to Yolo HHSA as they begin creating the EFS, demonstrating how Yolo HHSA may build the EFS according to Yolo HHSA case file examples.

Following the completion of the EFS' design, Yolo HHSA will be responsible for adopting a day-forward approach towards its EFS. Yolo HHSA staff will meet periodically to evaluate the electronic filing structure's use and make any necessary adjustments in structure and/or communication to ensure Yolo HHSA's needs are met.

## Electronic Forms Design

Electronic Forms Design consists of all activities required for the Northwoods forms designers to convert up to a maximum of 200 existing paper-based and electronic forms into a user-friendly format during the course of the project. Please note that after project closure, regardless of the number of forms actually converted, any requests for additional electronic forms conversions that were not identified during the project are considered out of scope and will be subject to additional fees.<sup>3</sup>

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

Following discovery sessions, Northwoods forms designers will create an electronic template for each form provided by Yolo HHSA SMEs. Northwoods forms designers will then add form fields to the template—including, but not limited to, text fields, checkboxes, drop-down lists, and signature fields—based on Yolo HHSA's existing paper or electronic forms. Northwoods will also add form fields, based on the design request of Yolo HHSA,

<sup>2</sup> As mentioned throughout this document, Northwoods will use Yolo HHSA' existing IHSS EFS to support its IHSS program area.

<sup>3</sup> Following project completion, Northwoods forms designers will provide Yolo HHSA with up to 40 hours of forms maintenance per year. Forms maintenance involves creating, updating, and retiring electronic forms in Yolo HHSA' forms library. If Yolo HHSA elects to add additional forms into Traverse, the county will be able to draw upon its forms maintenance hours when engaging Northwoods. Any additional electronic forms design and/or maintenance beyond the allocated hours will require a separate work order subject to additional fees.



that can be configured as required fields or autofilled with a case, client, and/or service provider's information that originated in CWS/CMS, CMIPS, Panoramic, or Compass Pilot.

## Client Hardware Deployment

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

Required client-side hardware includes the following<sup>4</sup>:

- Desktop scanners (one Fujitsu fi-7160 Desktop Scanner is recommended per unit)
- One of the following types of tablets:
  - Apple iPad Wi-Fi and 4G Tablets with iOS 13 or higher
  - Tablets with Windows 10 (version 1709) or higher (Microsoft Surface tablets recommended)

## Client Software Deployment

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

Northwoods will be available to provide Yolo HHSA with consultation as they complete the following software deployment activities:

- Deploying scanner drivers (PaperStream IP (TWAIN) 1.30.0.5032 recommended) to worker desktops
- Installing the Dynamsoft scanning utility on worker desktops
- Adding the Traverse browser shortcut to worker desktops
- Adding Traverse to favorites/bookmarks in worker browsers
- Adding the Traverse link to the Yolo HHSA intranet site
- Adding the Traverse mobile app to each end user's device via Enterprise Mobility Management (EMM)

For all mobile devices, Northwoods recommends that Yolo HHSA use an Enterprise Mobility Management (EMM) software (not included with project) for device security, protection, and management. The Northwoods project team will provide Yolo HHSA with consultation around appropriate, industry-standard EMMs.

<sup>4</sup> While Traverse requires the hardware listed in this SOW at the time of writing, the [Traverse Technical Requirements](#) document contains up-to-date hardware versions required for Traverse to function correctly.



## Case File Scanning

Yolo HHSA will be responsible for scanning existing CWS and Public Guardian case files into Traverse. Northwoods recommends that Yolo HHSA scan all active CWS and Public Guardian cases, as well as closed cases from the past two years.

During Business Process Review, the Northwoods Project Manager will work closely with the Yolo HHSA Head Coach to establish the case file scanning parameters to help ensure Yolo HHSA's overall project success.

## MEI Development and Compass Pilot Data Import

Northwoods will be responsible for creating the initial data import from Compass Pilot to Traverse. Northwoods will create a master entity index (MEI) in Traverse for applicable IHSS case files.

The MEI will include demographic data from existing cases and people from Compass Pilot and will enable Northwoods to connect IHSS content to case and person attributes within Traverse. To assist its creation, Northwoods will use an import tool to perform a one-time import of demographic data and automatically add it to the MEI.<sup>5</sup>

Once the MEI is created, Northwoods will consult with Yolo HHSA on how to connect specific IHSS content items to specific cases, people, and/or organizations within Traverse.

Please note that Yolo HHSA will be responsible for maintaining the MEI once Northwoods finishes the initial import of data from Compass Pilot. This will involve Yolo HHSA creating all new IHSS cases in Traverse as part of the agency's day-forward approach. To ensure that the MEI is appropriately maintained, Northwoods will provide Yolo HHSA with MEI consultation as part of this project's scope.

## ETL Configuration

Extract, transform, load (ETL) configuration involves importing data from disparate system(s)—CWS/CMS, CMIPS, Panoramic, and Compass Pilot—into Traverse. Northwoods will configure the following ETL processes:

- A periodic import of case/client/service provider demographics and relationships from CWS/CMS into Traverse
- A periodic import of case/client/service provider demographics and relationships from CMIPS into Traverse
- A periodic import of case/client/ service provider demographics and relationships from Panoramic into Traverse

<sup>5</sup> The demographic fields available in Compass Pilot may not match the demographic fields available in Traverse. Information contained within incompatible fields in Compass Pilot will not be transferred to Traverse, and information from Traverse will not be transferred back to Pilot.



- A one-time import of case narratives directly from Compass Pilot

Northwoods will determine ETL requirements during the ancillary system evaluation sessions, documenting the results in the ETL Design Document project deliverable.

Consistent with the approved ETL Design Document, Yolo HHSA will provide Northwoods with, at a minimum, a CWS/CMS, CMIPS, and Panoramic CSV file (or similar method of transport) consisting of case, client, and service provider demographic data). Yolo HHSA will also be responsible for providing appropriate access to Compass Pilot, as detailed within the ETL Design Document.

Northwoods will then complete a preliminary configuration of each ETL agent to ensure they appropriately receive data.

Following the preliminary configuration, Northwoods will conduct an ETL review with Yolo HHSA as described in "[ETL Review](#)" on page 13.

The Northwoods project team will test the ETL process(es) as designed and documented in the ETL Design Document within a dedicated test environment to confirm the system complies with specified requirements. During ETL testing, Northwoods will validate that client, case, and provider information from CWS/CMS, CMIPS, Panoramic, and Compass Pilot is available within Traverse and mapped to the appropriate fields within the solution.

Please note that the data transfers from CWS/CMS, CMIPS, Panoramic, and Compass Pilot will be one way (from the system into Traverse). Exporting data from Traverse to CWS/CMS, CMIPS, Panoramic, and Compass Pilot is considered outside project scope and would be subject to change request(s).

## OnBase Content Import

Northwoods will provide Yolo HHSA with a one-time import of all IHSS active and closed case file content from OnBase, the agency's document management system, into Traverse. Northwoods will migrate up to 168 document types, for a total of up to 575,000 documents, as detailed in "[Appendix D: OnBase Document Types](#)."<sup>6</sup>

Prior to importing any content, Yolo HHSA will provide Northwoods with its OnBase electronic filing structure (taxonomy), inclusive of IHSS document types and keywords. Northwoods will then provide Yolo HHSA with consultation around how to map the agency's electronic filing structure to IHSS content types in Traverse.<sup>7</sup> Once Yolo HHSA has completed all electronic filing structure mapping, the agency will provide Northwoods with an electronic filing structure mapping document.

Northwoods will then work with Yolo HHSA to extract digital documents from OnBase and temporarily store the documents on the agency's network before importing the documents into Traverse. To accomplish this task,

<sup>6</sup> Please note that in the event Yolo HHSA requires more than 575,000 documents imported to Traverse, Northwoods will provide the county with a formal change request detailing the number of additional documents and any associated content import costs.



Yolo HHSA must provide Northwoods with access to the agency's OnBase system and establish a staging database on the agency's network capable of storing approximately 1 TB of data. Northwoods will then configure and execute an import tool that facilitates the transfer and loading of content from OnBase into Traverse.

Please note that Northwoods will be performing a one-time, one-way import of content from OnBase; Traverse will not export any content or data back into OnBase, including any updates made to content in Traverse.

## ETL Review

Once ETL testing is completed, Northwoods will conduct an ETL review with Yolo HHSA. During the ETL review, Northwoods will walk through the data within Traverse, verifying that all case, client, and organization data is mapped to the appropriate fields within Traverse.

Following the completion of the ETL review, Northwoods will be responsible for initiating the approved ETL process(es) as documented in the ETL Design Document project deliverable.

Once the ETL review is successfully completed and approved, the baseline ETL configuration will be placed under configuration management and serve as a reference point for future ETL changes.

Baseline categories include:

- **Preliminary ETL Baseline (changes moderately controlled):** Establishes the benchmark ETL configuration once the ETL Design Document deliverable is approved.
- **Production Baseline (changes strictly controlled or controlled by change order):** Reflects a completed, client-accepted system that is ready for the production release.

## Training and Implementation Support

Northwoods will provide the Yolo HHSA coaching team with training and implementation support during the limited production (LP) phase of the project. Upon completion of the LP training and implementation support, Northwoods will continue to work with the Yolo HHSA coaching team as they deliver training and implementation support during the full production (FP) phase of the project. Training and implementation support ensure that an agency's workers know how to use Traverse, allowing the agency to minimize disruption to daily workloads as Traverse goes live.

### Training

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

#### Solution Demonstration

The first training step is a solution demonstration that shows workers how they will complete day-to-day responsibilities using Traverse. During the initial solution demonstration, the Northwoods project team provides

### Work Activities



a high-level demonstration of Traverse to Yolo HHSA, providing Yolo HHSA workers with an overview of their soon-to-be-implemented solution. This demonstration serves as a worker's first exposure to the new solution, generating excitement for Traverse while laying the groundwork for a successful project.

### Web-Based Training

Following the solution demonstration, Yolo HHSA workers will view web-based training videos to gain a deeper understanding of the features of Traverse.

Web-based training videos are a proven training delivery method that provides an agency's workers with training on the functionality of their Northwoods solution. Web-based training helps workers understand and familiarize themselves with Traverse and are specifically developed with social services workers in mind to show how they can use the software to help them better perform their daily responsibilities.

Web-based training videos can be accessed within Traverse, and Yolo HHSA workers can access the most recent versions anytime, anywhere with an internet connection.

### Traverse Application Review

Northwoods will conduct an end-to-end application review, using newly identified business process decisions made during the business process review sessions to demonstrate day-to-day uses of Traverse. Throughout the limited production phase, Northwoods will continue to work with the Yolo HHSA coaching team, building the coaching team's skillset before coaching team members completes Traverse Application Review sessions and provides support to end users during the full production phase of the project.

### Implementation Support

Northwoods will build the skillset of Yolo HHSA coaches as they support the project's implementation.

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

Although we provide our social services customers with training (solution demonstration, web-based training, and application review), we also provide implementation support to coaches as they prepare to support an agency's workers when the workers are in the office and in the field interacting with clients. Implementation support provided directly to the coaching team by the Northwoods project team demonstrates firsthand how coach-led support will go the extra step to increase comfort level and knowledge of the solution in real-life situations.

For example, under a general training plan, suggestions may be given for handling a case transfer process, even though a case transfer is not scheduled for the worker being trained until weeks later—the worker can easily



forget how to apply the techniques to the situation. Instead, under our coach-led implementation support, Yolo HHSA coaches will provide support to an end user in real time when the case transfer happens, reinforcing the concept with a real-life situation.

During coach-led support, a Northwoods project team member provides consultation to a Yolo HHSA coaching team member who is providing direct support to a social worker. This support promotes trust and confidence not only in the software but also with business processes being implemented. Having support increases user knowledge, confidence, and adoption, and reduces the likelihood that users will resort back to a paper-based system. Additionally, the Northwoods project team member helps an agency develop best practices for the solution.

## Training and Implementation Support Phases

Training and Implementation Support for Traverse, which includes the training and implementation support activities discussed in the previous sections, is broken into two phases: limited production (LP) and full production (FP).

### Limited Production

The Northwoods project team will provide targeted development for the Yolo HHSA coaching team and other LP participants as part of Northwoods' implementation. Consisting of a combination of supervisors, social workers, clerical staff, and administrative staff, the coaching team (and other LP participants as applicable) will receive support and consultation, as well as one-on-one assistance, during a series of remote targeted-support sessions. This series of sessions will allow the coaches to quickly apply Traverse to their daily responsibilities and enable them to become valuable internal supports for their peers once all FP participants are appropriately trained on the software.

### Full Production

During the FP rollout of Traverse, the Yolo HHSA coaching team will conduct Traverse Application Review sessions and provided targeted support end users. End users will learn to apply new technology and revised business processes to their day-to-day work activities.



# Work Requirements

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

## Phase 0: All Project Phases

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

### Responsibilities

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

## Phase 1: Startup

Project startup represents one of the most important aspects of the overall project. It focuses specifically on planning and communication. During this phase, the Northwoods project team focuses on all aspects of project initiation and planning, which allows the project team to monitor, control, and complete the project within time and budget constraints while meeting all required deliverables.

### Objectives

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



**Responsibilities**

Code	Description	Responsible Party
1.2	Introduce Yolo HHSA to the Northwoods project team members and provide the agency with appropriate contact information	Northwoods
1.3	Introduce Northwoods to the Yolo HHSA Project Manager	Yolo HHSA
1.4	Request 4 to 6 common Yolo HHSA forms to begin Traverse forms design	Northwoods
1.5	Provide 4 to 6 forms to Northwoods	Yolo HHSA
1.6	Facilitate planning meeting with the Yolo HHSA Project Manager and other key stakeholders to: <ul style="list-style-type: none"> <li>• Outline project goals</li> <li>• Establish roles and responsibilities of team members</li> <li>• Clarify the expectations of all parties</li> <li>• Create a shared commitment toward project success</li> </ul>	Northwoods
1.7	Attend planning meeting with the Northwoods project team	Yolo HHSA
1.8	Identify and assign the Yolo HHSA coaching team members	Yolo HHSA
1.9	Provide Northwoods with an overview of Yolo HHSA coaching team, forms team, EFS team, and IT team	Yolo HHSA
1.10	Provide Yolo HHSA with work activities and target completion dates required for Yolo HHSA and Yolo HHSA coaching team members	Northwoods
1.11	Request user information for the Yolo HHSA coaching team, forms team, EFS team, and IT team for Traverse user provisioning	Northwoods
1.12	Provide user information for Traverse user provisioning	Yolo HHSA
1.13	Schedule agency staff and provide environment/equipment for initial solution demonstration	Yolo HHSA
1.14	Facilitate Forms Gathering Introduction with the Yolo HHSA forms team	Northwoods
1.15	Participate in the Forms Gathering Introduction	Yolo HHSA
1.16	Facilitate the CWS- and Public Guardian-specific Electronic Filing Structure Workshop	Northwoods
1.17	Participate in the CWS- and Public Guardian-specific Electronic Filing Structure Workshop	Yolo HHSA



Code	Description	Responsible Party
1.18	Facilitate technology meeting with Yolo HHSA to: <ul style="list-style-type: none"> <li>Identify technical requirements and discuss implementation timelines</li> <li>Discuss CWS/CMS, CMIPS, Panoramic, Compass Pilot, and OnBase ETL and content import technical requirements</li> </ul>	Northwoods
1.19	Attend technology meeting with Northwoods	Yolo HHSA
1.20	Review project management procedures with the Yolo HHSA Project Manager	Northwoods
1.21	Review the format and frequency of status reports with the Yolo HHSA Project Manager	Northwoods
1.22	Develop and submit the Baseline Project Schedule to the Yolo HHSA Project Manager for review	Northwoods
1.23	Evaluate and approve the Baseline Project Schedule	Yolo HHSA
1.24	Facilitate Forms Gathering Workshop with the Yolo HHSA forms team	Northwoods
1.25	Participate in the Forms Gathering Workshop	Yolo HHSA
1.26	Provide Northwoods with the agency's IHSS-specific electronic filing structure	Yolo HHSA
1.27	Review existing forms library and update forms as needed to prepare for electronic forms design	Yolo HHSA
1.28	Provide Northwoods with all forms for forms design, identifying 50 high priority forms	Yolo HHSA
1.29	Lead initial solution demonstration with the Yolo HHSA Head Coach, providing the Yolo HHSA coaching team, forms team, EFS team, and IT team with an introduction to Traverse and information about how to begin accessing web-based training videos	Northwoods
1.30	Attend initial solution demonstration	Yolo HHSA

## Phase 2: Design

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



**Objectives**

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

**Responsibilities**

Code	Description	Responsible Party
2.1	Facilitate a coaching team session on coaching implementation methodology and communication	Northwoods
2.2	Participate in the coaching team session	Yolo HHSA
2.3	Take inventory of and order client hardware to ensure that it is available for deployment to Traverse end users	Yolo HHSA
2.4	Provision and distribute client-side hardware based on Northwoods' recommendations	Yolo HHSA
2.5	Facilitate business process review sessions with Yolo HHSA SMEs, including sessions specific to: <ul style="list-style-type: none"> <li>• Functionality in the Traverse web application</li> <li>• Functionality related to forms and in the Traverse mobile application</li> </ul>	Northwoods
2.6	Participate in all business process review sessions	Yolo HHSA
2.7	Submit the Traverse Functionality Document to the Yolo HHSA Head Coach	Northwoods
2.8	Develop and submit ETL Design Document to Yolo HHSA for review	Northwoods
2.9	Evaluate and approve the ETL Design Document	Yolo HHSA
2.10	Provision server (virtual or physical) for the ETL agent	Yolo HHSA
2.11	Provide access to CWS/CMS, CMIPS, Panoramic, and Compass Pilot data	Yolo HHSA
2.12	Stand up the ETL agent on Yolo HHSA's network(s)	Northwoods
2.13	Provide Northwoods with, at minimum, a CSV file for CWS/CMS, CMIPS, and Panoramic demographic data	Yolo HHSA
2.14	Provision the following SaaS environment(s): <ul style="list-style-type: none"> <li>• Test</li> <li>• Production</li> </ul>	Northwoods



Code	Description	Responsible Party
2.15	Develop the ETL solution based on requirements in the ETL Design Document, completing preliminary configurations of the ETL agent to ensure it appropriately receives data	Northwoods
2.16	Provide Northwoods with access to Compass Pilot in order for Northwoods to configure its Compass Pilot import tool	Yolo HHSA
2.17	Execute the Compass Pilot import tool to extract demographic data and case narratives/person notes from Compass Pilot	Northwoods
2.18	Create the MEI to assist with the OnBase import and build out cases and people for case files included in the scope of the project	Northwoods
2.19	Review data elements and determine business rules for the OnBase import process, including specific business rules around mapping document types to content types and connections to people and cases	Yolo HHSA
2.20	Configure the Yolo HHSA-provided IHSS electronic filing structure to include CWS and Public Guardian content types within Traverse	Northwoods
2.21	Provide Northwoods with access to Yolo HHSA's OnBase environment(s) in order for Northwoods to configure its import tool	Yolo HHSA
2.22	Map content types and rules for connecting content to people and cases	Northwoods
2.23	Execute the import tool to perform the initial transfer of OnBase content into Traverse	Northwoods
2.24	Provide consultation to assist Yolo HHSA with maintaining the MEI	Northwoods
2.25	Provide requirements for Traverse single sign-on (SSO) functionality to Yolo HHSA	Northwoods
2.26	Configure Okta Single Sign-On according to requirements provided by Northwoods	Yolo HHSA
2.27	Continue designing remaining electronic forms, not to exceed a total of 200 forms	Northwoods
2.28	Request full end user information for Traverse user provisioning	Northwoods
2.29	Provide full end user information for Traverse user provisioning	Yolo HHSA



### Phase 3: Test

The Northwoods project team tests the ETL process(es) within a dedicated test environment to confirm the system complies with specified requirements. ETL testing involves testing of the ETL process(es) to confirm data from CWS/CMS, CMIPS, and Panoramic is available and mapped correctly.

#### Objective

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

#### Responsibilities

Code	Description	Responsible Party
3.1	Perform ETL testing within a dedicated test environment to ensure the ETL process(es) are configured correctly and in accordance with the ETL Design Document	Northwoods
3.2	Provide Yolo HHSA IT with consultation around updating hardware and software systems configuration, as needed	Northwoods
3.3	Facilitate ETL review with Yolo HHSA	Northwoods
3.4	Participate in the ETL review	Yolo HHSA
3.5	Formally approve the ETL review	Yolo HHSA
3.6	Deploy ETL process(es) to the Traverse production environment	Northwoods

### Phase 4: IHSS and Public Guardian Deploy

This phase includes the objectives and responsibilities for deploying the project within Yolo HHSA’s IHSS and Public Guardian program areas, including an iterative, multilayered approach to training and implementation support.

#### Objective

1. Deploy client hardware and software.
2. Train and support end users on system functions and new/revised business processes.



**Responsibilities**

Code	Description	Responsible Party
4.1	Place 50 high priority electronic forms into the Yolo HHSA Traverse production system for IHSS and Public Guardian	Northwoods
4.2	Deploy client-side hardware to IHSS and Public Guardian based on recommendations	Yolo HHSA
4.3	Deploy desktop scanner drivers to applicable IHSS and Public Guardian worker desktops	Yolo HHSA
4.4	Install the Dynamsoft scanning utility on IHSS and Public Guardian worker desktops	Yolo HHSA
4.5	Add Traverse browser shortcut to IHSS and Public Guardian worker desktops	Yolo HHSA
4.6	Add Traverse to favorites/bookmarks in IHSS and Public Guardian worker browsers	Yolo HHSA
4.7	Add Traverse link to Yolo HHSA intranet site	Yolo HHSA
4.8	Deploy the Traverse mobile applications to IHSS and Public Guardian worker mobile devices	Yolo HHSA
4.9	Develop and submit training schedule to Yolo HHSA for review	Northwoods
4.10	Evaluate and approve the training schedule	Yolo HHSA
4.11	Schedule training sessions, create rosters, and provide training equipment and logistical support for IHSS and Public Guardian	Yolo HHSA
4.12	Provide Yolo HHSA with consultation on how the agency will maintain the MEI and manually build new IHSS cases in Traverse	Northwoods
4.13	Conduct Traverse system administration training for designated Yolo HHSA staff	Northwoods
4.14	Participate in Traverse system administration training	Yolo HHSA
4.15	Review maintenance and support protocol/procedures with Yolo HHSA	Northwoods
4.16	Review maintenance and support protocol/procedures with Northwoods	Yolo HHSA
4.17	Conduct the Traverse application review session, reviewing Yolo HHSA -specific configuration with the coaching team	Northwoods
4.18	Participate in the Traverse application review sessions	Yolo HHSA

**Work Requirements**



Code	Description	Responsible Party
4.19	Conduct targeted limited production (LP) support sessions	Northwoods
4.20	Participate in targeted LP support sessions	Yolo HHSA
4.21	Conduct a coaching team session on end user application review and support, reviewing materials and techniques for Yolo HHSA's teach-back session	Northwoods
4.22	Participate in the coaching session	Yolo HHSA
4.23	Conduct a coaching team session to perform a mid-project assessment	Northwoods
4.24	Participate in the coaching session	Yolo HHSA
4.25	Conduct a teach-back session for Northwoods and other designated training staff for the upcoming Traverse application review	Yolo HHSA
4.26	Participate in coach-led teach-back session	Northwoods
4.27	Conduct the end user kickoff session, introducing IHSS and Public Guardian end users to Traverse	Yolo HHSA
4.28	Conduct Traverse application review sessions with end users	Yolo HHSA
4.29	Conduct coach-led targeted full production (FP) support sessions	Yolo HHSA
4.30	Participate in coach-led FP targeted support sessions	Yolo HHSA
4.31	Place all remaining electronic forms in the Yolo HHSA Traverse production environment	Northwoods
4.32	Conduct a coaching team session on long-term training, support, and onboarding for post-project success	Northwoods
4.33	Participate in the coaching team session	Yolo HHSA
4.34	Conduct a coaching team session to perform an end-of-project assessment	Northwoods
4.35	Participate in the coaching team session	Yolo HHSA

### Phase 5: CWS Deploy

This phase includes the objectives and responsibilities for deploying the project within Yolo HHSA's CWS program area, including an iterative, multilayered approach to training and implementation support.



**Objective**

1. Deploy client hardware and software.
2. Train and support end users on system functions and new/revised business processes.

**Responsibilities**

Code	Description	Responsible Party
5.1	Place 50 high priority electronic forms into the Yolo HHSA Traverse production system for CWS	Northwoods
5.2	Deploy client-side hardware to CWS based on recommendations	Yolo HHSA
5.3	Deploy desktop scanner drivers to applicable CWS worker desktops	Yolo HHSA
5.4	Install the Dynamsoft scanning utility on CWS worker desktops	Yolo HHSA
5.5	Add Traverse browser shortcut to CWS worker desktops	Yolo HHSA
5.6	Add Traverse to favorites/bookmarks in CWS worker browsers	Yolo HHSA
5.7	Add Traverse link to Yolo HHSA intranet site	Yolo HHSA
5.8	Deploy the Traverse mobile applications to CWS worker mobile devices	Yolo HHSA
5.9	Develop and submit training schedule to Yolo HHSA for review	Northwoods
5.10	Evaluate and approve the training schedule	Yolo HHSA
5.11	Schedule training sessions, create rosters, and provide training equipment and logistical support for CWS	Yolo HHSA
5.12	Conduct Traverse system administration training for designated Yolo HHSA staff	Northwoods
5.13	Participate in Traverse system administration training	Yolo HHSA
5.14	Review maintenance and support protocol/procedures with Yolo HHSA	Northwoods
5.15	Review maintenance and support protocol/procedures with Northwoods	Yolo HHSA
5.16	Conduct the Traverse application review session, reviewing Yolo HHSA -specific configuration with the coaching team	Northwoods
5.17	Participate in the Traverse application review sessions	Yolo HHSA
5.18	Conduct targeted limited production (LP) support sessions	Northwoods
5.19	Participate in targeted LP support sessions	Yolo HHSA



Code	Description	Responsible Party
5.20	Conduct a coaching team session on end user application review and support, reviewing materials and techniques for Yolo HHSA’s teach-back session	Northwoods
5.21	Participate in the coaching session	Yolo HHSA
5.22	Conduct a coaching team session to perform a mid-project assessment	Northwoods
5.23	Participate in the coaching session	Yolo HHSA
5.24	Conduct a teach-back session for Northwoods and other designated training staff for the upcoming Traverse application review	Yolo HHSA
5.25	Participate in coach-led teach-back session	Northwoods
5.26	Conduct the end user kickoff session, introducing CWS end users to Traverse	Yolo HHSA
5.27	Conduct Traverse application review sessions with end users	Yolo HHSA
5.28	Conduct coach-led targeted full production (FP) support sessions	Yolo HHSA
5.29	Participate in coach-led FP targeted support sessions	Yolo HHSA
5.30	Place all remaining electronic forms in the Yolo HHSA Traverse production environment	Northwoods
5.31	Conduct a coaching team session on long-term training, support, and onboarding for post-project success	Northwoods
5.32	Participate in the coaching team session	Yolo HHSA
5.33	Conduct a coaching team session to perform an end-of-project assessment	Northwoods
5.34	Participate in the coaching team session	Yolo HHSA

## Phase 6: Closeout

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

### Objective

1. Confirm Project Acceptance Criteria.
2. Verify completion of work requirements and deliverable acceptance.
3. Verify Project Acceptance Criteria have been achieved.

### Work Requirements



- Formally close the project.

**Responsibilities**

Code	Description	Responsible Party
6.1	Review outstanding issues with the Yolo HHSA Project Manager	Northwoods
6.2	Review Project Acceptance Criteria with the Yolo HHSA Project Sponsor and Project Manager	Northwoods
6.3	Schedule up to 3 30-day post-project implementation assessment meetings and consultations with Yolo HHSA	Northwoods
6.4	Work with Northwoods to schedule up to 3 30-day post-project implementation assessment meetings and consultations with Northwoods	Yolo HHSA
6.5	Submit Project Acceptance form for signoff	Northwoods
6.6	Approve project acceptance	Yolo HHSA
6.7	Perform administrative closure: final invoicing; collection and archival of project records; and release of project resources (for example, staff, facilities, and automated systems)	Northwoods
6.8	Decommission the Traverse test environment	Northwoods

**Location and Hours of Work**

In order to reduce deployment barriers, all work activities performed by the Northwoods project team will be performed remotely.

The Northwoods project team ensures the effective exchange of information and transfer of knowledge by using alternate methods of communication including but not limited to email, teleconferencing, and remote network access.

**Project Acceptance**

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

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

The Northwoods Project Manager submits a Project Acceptance form once project acceptance criteria have been achieved. The Yolo HHSA 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 Yolo HHSA 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 Yolo HHSA Project Sponsor, or authorized designee, documents any deficiencies in the Project Acceptance form and returns the form to the Northwoods Project Manager within five business days. The Northwoods Project Manager then facilitates corrective action and resubmits the Project Acceptance form once corrective action is complete. If the Project Acceptance form is not returned to the Northwoods Project Manager within five business days, the project is deemed accepted by the customer.

### Project Assumptions

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

Code	Topic	Assumption
A.1	General	All project participants will provide the necessary resources (for example, human resources, facilities, and equipment) to complete assigned work activities within established timelines in the approved Baseline Project Schedule deliverable.
A.2	General	Yolo HHSA will provide Northwoods with local and remote (VPN) network access and appropriate security privileges to application server(s) for the Northwoods project team to complete configuration of solution software.
A.3	General	Yolo HHSA will provide: <ul style="list-style-type: none"> <li>• Technical assistance as needed</li> <li>• Appropriate security and network access levels to all required support systems related to the project</li> <li>• Appropriate access levels, procedure documentation, and/or consultation for all supporting systems</li> </ul>
A.4	General	Northwoods will deliver all services associated with this Project remotely.
A.5	General	Yolo HHSA will provide all required ETL agent servers and access at the start of the project.
A.6	General	Yolo HHSA will adhere to timeframes established in a mutually agreed upon Baseline Project Schedule. Delays in project activities may result in additional service costs, change orders, and possible delays in the project.
A.7	Project Planning and Management	The Yolo HHSA Project Manager or Yolo HHSA Head Coach will coordinate activities for Yolo HHSA resources (for example, personnel and facilities).



Code	Topic	Assumption
A.8	Electronic Filing Structure	Northwoods will use Yolo HHSA’s existing IHSS-specific OnBase electronic filing structure in Traverse. Modifications to the electronic filing structure are considered outside of project scope.
A.9	Forms Design	The Northwoods project team will be responsible for reviewing and approving all Traverse forms prior to placing them in the production environment.
A.10	Forms Design	The Northwoods forms designers will only design forms in English and—upon request—Spanish, with each designed form contributing to the total number of forms purchased in accordance with the Yolo HHSA Traverse contract. Yolo HHSA will be responsible for identifying and/or requesting Spanish forms during project startup.
A.11	Client Hardware Deployment	Yolo HHSA will purchase and install client hardware within timeframes established in a mutually agreed upon Baseline Project Schedule. Delays in purchasing client hardware may result in additional service costs and possible delays in the project.
A.12	Client Hardware Deployment	Yolo HHSA will be responsible for configuring an appropriate Enterprise Mobility Management (EMM) tool.
A.13	Client Hardware Deployment	Northwoods will provide technical specifications for Yolo HHSA to procure all necessary client hardware.
A.14	Client Hardware Deployment	Yolo HHSA will be responsible for purchasing appropriate desktop scanners.
A.15	Commercially Available Software	Traverse is a commercially available software product. As such, suggestions for changes/enhancements to software source code may be considered for future releases, but implementation will not be contingent upon these changes.
A.16	System Integration	Yolo HHSA will adhere to requirements for Traverse single sign-on functionality, provided by Northwoods.
A.17	Extract, Transform, Load	Yolo HHSA will adhere to the ETL Design Document and the ETL specifications provided by Northwoods.
A.18	Extract, Transform, Load	Yolo HHSA will provide access to allow Northwoods to set up a migration tracking database on the same SQL server instance as the OnBase database.
A.19	Extract, Transform, Load	Changes to the ETL process(es) will be subject to Change Management, as detailed in <a href="#">“Appendix A: Change Management”</a> .



Code	Topic	Assumption
A.20	Extract, Transform, Load	Yolo HHSA will be responsible for providing Northwoods with access to CWS/CMS, CMIPS, Panoramic, Compass Pilot, and OnBase.
A.21	Extract, Transform, Load	Extract files are deleted after they have been successfully captured on the Traverse server. If, for any reason, there is already one or more extract file in the same location, the ETL process(es) will place the new extract file in the location.
A.22	Extract, Transform, Load	CWS/CMS, CMIPS, and Panoramic data files, provided by Yolo HHSA, must have a unique identifier for each case and person. Additionally, please note that there may be duplicate data files if a person exists across multiple systems and there is no unique identifier to appropriately link people with cases.
A.23	Extract, Transform, Load	Please note that the manual entry of IHSS cases and people already imported from CMIPS may result in duplicate cases or case, person, and organization data that no longer matches data in CMIPS.
A.24	Extract, Transform, Load	As designated Traverse users will have the ability to add, edit, merge, and/or delete people, cases, and organizations within Traverse, Yolo HHSA's Traverse data may not always match the data that can be viewed within a separate system (such as CMIPS, CWS/CMS, or Panoramic). For example, if a client address is updated within Traverse, such a modification would create a discrepancy with the source data found within a disparate system.
A.25	Extract, Transform, Load	IHSS-specific OnBase data, as set up in Compass Pilot, must have a unique identifier.
A.26	Extract, Transform, Load	A unique identifier must exist between OnBase and Traverse in order to connect documents to the correct person, case, or organization.
A.27	Extract, Transform, Load	Yolo HHSA will be responsible for resolving any duplicate records for cases and people within CWS/CMS, CMIPS, Panoramic, and Compass Pilot prior to the execution of any Traverse ETL process(es) and/or data import(s).
A.28	Extract, Transform, Load	Northwoods will not be responsible for resolving any duplicate records for cases and people within Traverse.
A.29	Extract, Transform, Load	Yolo HHSA Traverse users will discontinue use of Compass Pilot following Northwoods' one-time data import and subsequent project closure. Any use of Compass Pilot occurring after Northwoods' one-time data import and project closure will require additional import(s), which are not considered within the scope of this project and will be subject to Change Management, as detailed in " <a href="#">Appendix A: Change Management</a> ".



Code	Topic	Assumption
A.30	Extract, Transform, Load	Yolo HHSA will provide Northwoods with ongoing access to the ETL agent server. If Yolo HHSA does not provide Northwoods with ongoing access to the ETL agent server, Yolo HHSA must provide Northwoods with a process for server access as well as prompt responses in the event Northwoods must deploy an upgrade to the ETL agent.
A.31	Extract, Transform, Load	Northwoods' ability to connect content to a case in Traverse during MEI Development is dependent upon Yolo HHSA connecting IHSS documents to a case in Compass Pilot. If Yolo HHSA does not possess valid case keyword values applied to current documents, Northwoods will be unable to connect content to specific cases in Traverse.
A.32	Extract, Transform, Load	Northwoods will only be able to automate the merging of entities in Traverse (cases, people, or organizations) if Yolo HHSA provides data that includes information about which entities are merged and when. Without this data, Northwoods will be unable to automate the merging of entities (and content connected to those entities) when that action occurs in CWS/CMS, CMIPS, and/or Panoramic.
A.33	Extract, Transform, Load	Northwoods will only be able to automate the purging (or expungement) of records if Yolo HHSA provides an ingestible spreadsheet (in a format provided by Northwoods) or appropriate database access that clearly identifies what should be purged (or expunged) with unique identifiers.
A.34	Extract, Transform, Load	<p>When Yolo HHSA provides a spreadsheet (or database access) of unique identifiers for entities that should be purged or expunged at a regular cadence, content connected to those purged records will be deleted according to the following business rules:</p> <ul style="list-style-type: none"> <li>• Content connected to a deleted case, and nothing else, will be deleted.</li> <li>• Content connected to a deleted case, and only other person records, will be deleted.</li> <li>• Content connected to a deleted case, and also any other cases, will be retained on those other case pages.</li> </ul> <p>Any change to these business rules will be subject to Change Management, as detailed in "<a href="#">Appendix A: Change Management</a>".</p>
A.35	Content Import	Any use of Compass Pilot and OnBase by IHSS end users occurring after Northwoods' one-time content import will require additional import(s), which is not considered within the scope of this project.



Code	Topic	Assumption
A.36	Content Import	Northwoods will not be responsible for indexing documents that have no corresponding OnBase case file. Yolo HHSA will be responsible for indexing these associated documents within Traverse.
A.37	Content Import	Documents imported from OnBase is dependent upon the integration between OnBase and Traverse. Northwoods will only import documents associated with active and closed IHSS case files.
A.38	Single Sign-On	Yolo HHSA will not use Okta Active Directory Single Sign-On's Agentless Desktop in conjunction with its Traverse Mobile clients, as Traverse Mobile is not compatible with Okta Active Directory Single Sign-On's Agentless Desktop.
A.39	Testing	Yolo HHSA will provide the appropriate network access and security privileges for Northwoods' testers.
A.40	Testing	Following completion of the ETL review, as detailed in " <a href="#">Phase 3: Test</a> ," Northwoods will promote Traverse to its production environment (upon Yolo HHSA's approval and authorization). Upon project completion, Northwoods will decommission the Traverse test environment.
A.41	Training	Consistent with the approved training schedule, Yolo HHSA will ensure users can access remote and web-based training.
A.42	Training	Based on a mutually approved training schedule, Yolo HHSA users will attend each scheduled training session. Northwoods is not responsible for makeup training sessions.
A.43	Out of Scope	Imaging of closed case files (that is, backfile scanning) outside of case file scanning mutually approved during the project is considered outside of project scope. Northwoods will train Yolo HHSA on scanning best practices for the open and active cases that will be ingested during implementation. While Yolo HHSA will be responsible for scanning any inactive and/or closed case files, this activity will not impact Northwoods' ability to implement Traverse and ultimately close this project in a timely manner.
A.44	Out of Scope	Shredding of paper documents is considered outside of project scope.
A.45	Out of Scope	Following project closure, any forms maintenance requests that exceed the allotted 40 hours of forms maintenance is considered outside of project scope and will be subject to additional fees.
A.46	Out of Scope	Importing case notes from CWS/CMS, CMIPS, and/or Panoramic is considered out of scope.



## Appendix A: 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.

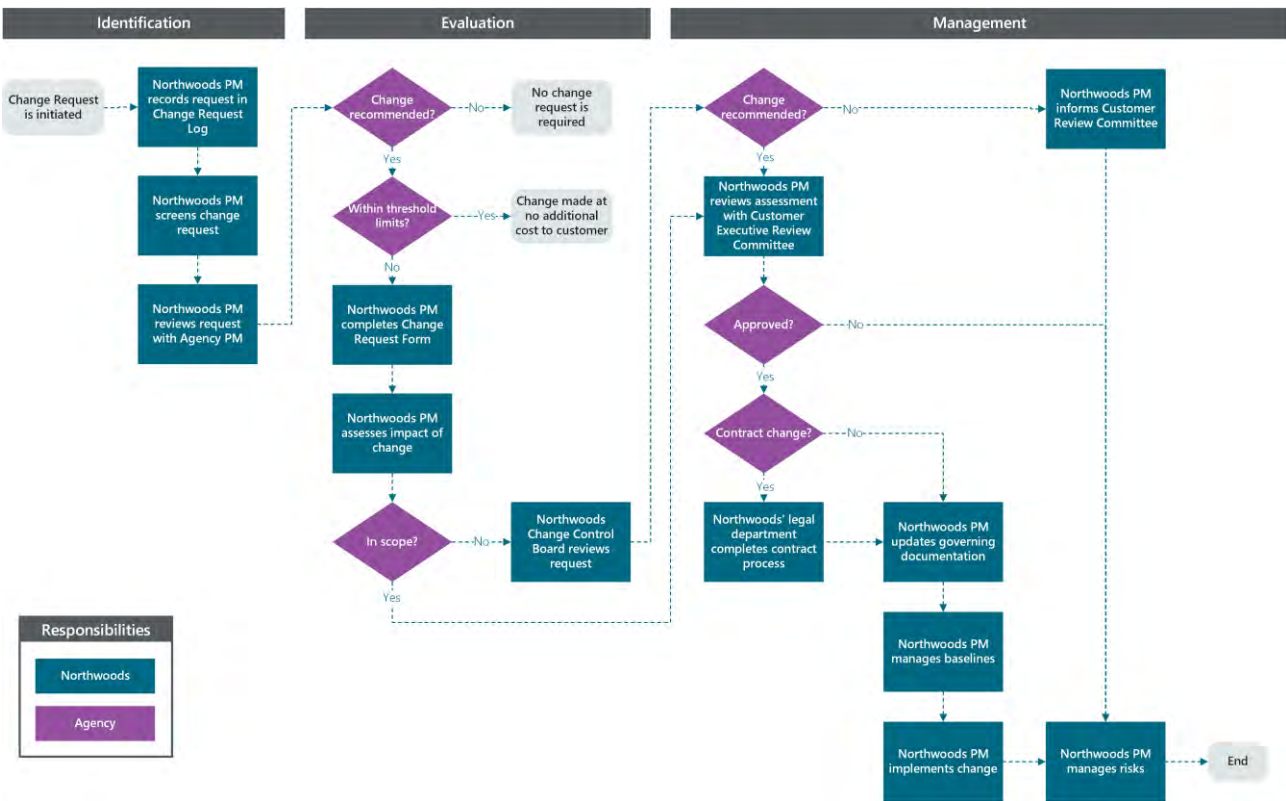
### Change Control Process

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 Yolo HHSA to identify in-scope workarounds for any out-of-scope requests.

The Change Control Process is a three-step process.

- Identification
- Evaluation
- Management

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



### Identification

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 Yolo HHS Project Manager, and they collectively decide if the change should be recommended for further evaluation.

### Evaluation

The Northwoods Project Manager and the Yolo HHS 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 Yolo HHS Project Manager.

## 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.

## Appendix B: Deliverable Review Procedures

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

- In accordance with the scope of work defined for this project
- Complete and ready for handover
- Reviewed and approved by the Yolo HHSA 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 Yolo HHSA 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 Yolo HHSA Project Manager and any necessary Yolo HHSA SMEs evaluate whether the deliverable meets the acceptance criteria.

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

## Functional Review

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

1. The Northwoods Project Manager meets with the Yolo HHSA 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 Yolo HHSA 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 Yolo HHSA Project Manager may immediately attempt to make alterations to the deliverable. If the deliverable meets the outlined specifications, the Yolo HHSA 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 Yolo HHSA 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 Yolo HHSA Project Manager. The Northwoods Project Manager and the Yolo HHSA Project Manager meet within three business

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

- **ID:** The identification number assigned to the deliverable.
- **Deliverable Description:** Brief identification of the deliverable which may include the cross reference from the Project Management Plan or Acceptance Delivery Plan for the deliverable.
- **Date Submitted:** The date the Northwoods Project Manager presents the deliverable to the Yolo HHS Project Manager for acceptance.
- **Approval Decision:** Indication of whether or not the deliverable is approved or rejected by the Yolo HHS Project Manager.
- **Date of Decision:** Date that the approval or rejection decision by the Yolo HHS 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.



## Appendix C: Deliverable Acceptance Criteria

The following table provides a deliverable description and identifies the review method and acceptance criteria standards for each deliverable in this project.

Deliverable	Description	Acceptance Criteria
<b>Baseline Project Schedule</b>	Defines work breakdown 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 task activities</li> <li>• Estimated start and finish dates for all task activities</li> <li>• Intermediate and terminating milestones</li> <li>• Summary tasks that roll up task activities</li> </ul>
<b>Training Schedule</b>	Establishes when solution training will occur.	<p><i>Review Method: Formal Evaluation</i></p> <p>The delivered Training Schedule details the time, place, and assigned resource(s) for all project-associated training activities.</p>
<b>Client Software Deployment</b>	Includes the deployment of all client-side software by Yolo HHSA.	<p><i>Review Method: Walk-Through Inspection</i></p> <p>Solution software has been installed in accordance with the "<a href="#">Client Software Deployment</a>" section of this document and is ready for production use.</p>
<b>Business Process Review</b>	Includes the review of defined business processes which are a result of the deployment of the Traverse solution.	<p><i>Review Method: Functional Review</i></p> <p>In alignment with the coaching methodology used to implement the full Traverse solution, Business Process Review has been provided to encourage the review and analysis of business processes leading to the best use of Traverse for the needs of the agency.</p>



Deliverable	Description	Acceptance Criteria
<b>SaaS Environment Setup</b>	Includes provisioning the cloud environment(s).	<p><i>Review Method: Functional Review</i></p> <p>The SaaS environment(s) have been configured and are ready for production.</p>
<b>ETL Design Document</b>	<p>Details requirements for the following:</p> <ul style="list-style-type: none"> <li>• The development of the ETL process(es) between CWS/CMS, CMIPS, and Panoramic and Traverse</li> <li>• The development of the data import process between Compass Pilot and Traverse</li> <li>• The development of the content import process between OnBase and Traverse</li> <li>• The development of the server environment(s)</li> </ul>	<p><i>Review Method: Formal Evaluation</i></p> <p>The delivered ETL Design Document addresses:</p> <ul style="list-style-type: none"> <li>• The fields that will be drawn from CWS/CMS, CMIPS, and Panoramic</li> <li>• Provides case-, client-, and service provider-based information to from CWS/CMS, CMIPS, and Panoramic to Traverse.</li> <li>• Provides relationship-driven information from CWS/CMS, CMIPS, and Panoramic to Traverse, illustrating relationships between case, client, and/or service providers.</li> <li>• Provides content-driven information from OnBase and Compass Pilot to Traverse, including client documents from OnBase and case narratives from Compass Pilot</li> <li>• Verifies that work requirements in the "<a href="#">Server Environment</a>" section of this document have been completed</li> </ul>
<b>Baseline ETL Configuration</b>	Defines the configuration of the ETL process(es).	<p><i>Review Method: Functional Review</i></p> <p>ETL process(es) have been configured consistent with the approved ETL Design Document. Preliminary ETL process(es) have been placed under configuration management and baselined as a benchmark and reference point for future system changes.</p>

Deliverable	Description	Acceptance Criteria
<b>Electronic Filing Structure Development</b>	Details Yolo HHSA’s electronic filing structure, which underpins their Traverse solution.	<i>Review Method: Formal Evaluation</i> The electronic filing structure contains all applicable content types associated with Yolo HHSA’s program areas.
<b>Electronic Forms Design</b>	Includes the design of electronic forms in the Traverse solution.	<i>Review Method: Functional Review</i> Forms created within the Traverse solution, as established in the <a href="#">“Electronic Forms Design”</a> section of this document, have been added to the production environment.
<b>ETL Testing</b>	Includes the testing of the Traverse ETL process(es).	<i>Review Method: Walk-Through Inspection</i> All requirements in the ETL Design Document, provided as part of the project, have been completed.
<b>ETL Review</b>	Includes the review of specific baselines to ensure the project is ready to proceed with end-user implementation.	<i>Review Method: Walk-Through Inspection</i> All baselines are deemed acceptable and the solution is ready to “go live.”
<b>Training</b>	Includes training necessary to enable all end users, including social workers, supervisors, management, and support staff, to independently operate primary system functions.	<i>Review Method: Functional Review</i> Consistent with the approved training schedule and course descriptions, training has been conducted in accordance with the <a href="#">“Training and Implementation Support”</a> section of this document.
<b>Implementation Support</b>	Includes the post-training personal assistance for coaches by Northwoods personnel.	<i>Review Method: Functional Review</i> Implementation support has been provided in accordance with the <a href="#">“Training and Implementation Support”</a> section of this document.



## Appendix D: OnBase Document Types

Northwoods will migrate up to 168 document types, for a total of up to 575,000 documents, from OnBase to Traverse as part of the initial bulk import of documents. These document type groups, document types, and document counts are detailed in the following table.

Group ID	Type ID	Legacy Document Type Group	Legacy Document Type	Document Count
114	236	Fair Hearings	FH - Fair Hearings	13,157
157	520	IHSS ARCHIVED	IHSS ARCHIVED 1	875
157	521	IHSS ARCHIVED	IHSS ARCHIVED 2	2,498
157	522	IHSS ARCHIVED	IHSS ARCHIVED 3	833
157	523	IHSS ARCHIVED	IHSS ARCHIVED 4	925
157	524	IHSS ARCHIVED	IHSS ARCHIVED 5	2,681
157	525	IHSS ARCHIVED	IHSS ARCHIVED 6	146
157	526	IHSS ARCHIVED	IHSS ARCHIVED 7	2,431
157	527	IHSS ARCHIVED	IHSS ARCHIVED 8	11
131	352	IHSS ASSESSMENTS	IHSS ASST ICT Transfer In Documents	545
131	363	IHSS ASSESSMENTS	IHSS ASST Motor Voter	10,177
131	565	IHSS ASSESSMENTS	IHSS ASST SOC 2323	131
131	353	IHSS ASSESSMENTS	IHSS ASST SOC 293A	41
131	354	IHSS ASSESSMENTS	IHSS ASST SOC 295	5,577
131	355	IHSS ASSESSMENTS	IHSS ASST SOC 332	12,699
131	356	IHSS ASSESSMENTS	IHSS ASST SOC 450	342
131	357	IHSS ASSESSMENTS	IHSS ASST SOC 827	8
131	358	IHSS ASSESSMENTS	IHSS ASST SOC 839/YC 186	2,294
131	359	IHSS ASSESSMENTS	IHSS ASST SOC 840	29
131	360	IHSS ASSESSMENTS	IHSS ASST SOC 864	13,497
131	362	IHSS ASSESSMENTS	IHSS ASST SSP 22	1
131	374	IHSS ASSESSMENTS	IHSS ASST YC 003	1
131	364	IHSS ASSESSMENTS	IHSS ASST YC 112	202
131	365	IHSS ASSESSMENTS	IHSS ASST YC 173	960



Group ID	Type ID	Legacy Document Type Group	Legacy Document Type	Document Count
131	366	IHSS ASSESSMENTS	IHSS ASST YC 194	7
131	367	IHSS ASSESSMENTS	IHSS ASST YC 209	101
131	368	IHSS ASSESSMENTS	IHSS ASST YC 290	2,118
131	373	IHSS ASSESSMENTS	IHSS ASST YC 293	30
131	369	IHSS ASSESSMENTS	IHSS ASST YC 338	1,644
131	370	IHSS ASSESSMENTS	IHSS ASST YC 359	16,768
131	371	IHSS ASSESSMENTS	IHSS ASST YC 370 QA/QI	11,274
131	372	IHSS ASSESSMENTS	IHSS ASST YC 42	13
132	375	IHSS CALCULATION WORKSHEETS	IHSS CALC Ambulation Calculation	498
132	377	IHSS CALCULATION WORKSHEETS	IHSS CALC Accompaniment to Medical Appt Calct	8,886
132	379	IHSS CALCULATION WORKSHEETS	IHSS CALC Alt Resource Calculation Form	261
132	376	IHSS CALCULATION WORKSHEETS	IHSS CALC Ambulation to Medical Appt Calc	1,066
132	378	IHSS CALCULATION WORKSHEETS	IHSS CALC Paramedical Calculation Form	1,435
147	462	IHSS CMIPS II FORMS	IHSS CMIPS II Duplicate or Amended W-2 Request	504
147	463	IHSS CMIPS II FORMS	IHSS CMIPS II Stale Dated Warrant Request	36
151	533	IHSS EMPLOYMENT VERIFICATION	IHSS Employment Verifications	152
151	510	IHSS EMPLOYMENT VERIFICATION	IHSS ES Vendor Requests	1,594
134	568	IHSS FLSA RECIPIENT	IHSS FLSA REC SOC 2310A	23
134	561	IHSS FLSA RECIPIENT	IHSS FLSA REC SOC 2312A	2
134	562	IHSS FLSA RECIPIENT	IHSS FLSA REC SOC 2323	22
134	383	IHSS FLSA RECIPIENT	IHSS FLSA REC SOC 2257A	21
134	386	IHSS FLSA RECIPIENT	IHSS FLSA REC SOC 2264	6
134	387	IHSS FLSA RECIPIENT	IHSS FLSA REC SOC 2270	1
134	388	IHSS FLSA RECIPIENT	IHSS FLSA REC SOC 2271A	13



Group ID	Type ID	Legacy Document Type Group	Legacy Document Type	Document Count
134	395	IHSS FLSA RECIPIENT	IHSS FLSA REC SOC 2272B	5
134	389	IHSS FLSA RECIPIENT	IHSS FLSA REC SOC 2281	7
134	391	IHSS FLSA RECIPIENT	IHSS FLSA REC SOC 2287	1
134	392	IHSS FLSA RECIPIENT	IHSS FLSA REC SOC 2289	2
134	394	IHSS FLSA RECIPIENT	IHSS FLSA REC SOC 2293	7
149	466	IHSS FLSA PROVIDERS	IHSS FLSA PRO APD 005	12
149	467	IHSS FLSA PROVIDERS	IHSS FLSA PRO Self-Cert Instructional Rev. Materials	64
149	468	IHSS FLSA PROVIDERS	IHSS FLSA PRO SOC 2255	1,176
149	469	IHSS FLSA PROVIDERS	IHSS FLSA PRO SOC 2257 1st/2nd Violation	930
149	470	IHSS FLSA PROVIDERS	IHSS FLSA PRO SOC 2257B 2nd Violation	15
149	471	IHSS FLSA PROVIDERS	IHSS FLSA PRO SOC 2258 3rd Violation	20
149	532	IHSS FLSA PROVIDERS	IHSS FLSA PRO SOC 2259 4th Violation	1
149	472	IHSS FLSA PROVIDERS	IHSS FLSA PRO SOC 2263 Rescinding Violation	5
149	474	IHSS FLSA PROVIDERS	IHSS FLSA PRO SOC 2271	9
149	475	IHSS FLSA PROVIDERS	IHSS FLSA PRO SOC 2272	320
149	476	IHSS FLSA PROVIDERS	IHSS FLSA PRO SOC 2272A	9
149	477	IHSS FLSA PROVIDERS	IHSS FLSA PRO SOC 2273	2
149	478	IHSS FLSA PROVIDERS	IHSS FLSA PRO SOC 2279	13
149	479	IHSS FLSA PROVIDERS	IHSS FLSA PRO SOC 2280	5
149	480	IHSS FLSA PROVIDERS	IHSS FLSA PRO SOC 2282	1
149	482	IHSS FLSA PROVIDERS	IHSS FLSA PRO SOC 2286	1
149	483	IHSS FLSA PROVIDERS	IHSS FLSA PRO SOC 2288	6
149	484	IHSS FLSA PROVIDERS	IHSS FLSA PRO SOC 2290	10
149	485	IHSS FLSA PROVIDERS	IHSS FLSA PRO SOC 2292	11
149	569	IHSS FLSA PROVIDERS	IHSS FLSA PRO SOC 2305	37
149	550	IHSS FLSA PROVIDERS	IHSS FLSA PRO SOC 2306	18



Group ID	Type ID	Legacy Document Type Group	Legacy Document Type	Document Count
149	551	IHSS FLSA PROVIDERS	IHSS FLSA PRO SOC 2307	12
149	554	IHSS FLSA PROVIDERS	IHSS FLSA PRO SOC 2308	9
149	556	IHSS FLSA PROVIDERS	IHSS FLSA PRO SOC 2309	8
149	557	IHSS FLSA PROVIDERS	IHSS FLSA PRO SOC 2309A	20
149	558	IHSS FLSA PROVIDERS	IHSS FLSA PRO SOC 2310	9
137	408	IHSS LEGAL	IHSS LEG Advanced Health Care Directives	38
137	409	IHSS LEGAL	IHSS LEG Conservatorship/POA/Guardianship	495
137	410	IHSS LEGAL	IHSS LEG Court Orders	20
137	531	IHSS LEGAL	IHSS LEG Request for Records Not Related to Hearing	3
138	412	IHSS MEDICAL	IHSS MED Medical Records	839
138	413	IHSS MEDICAL	IHSS MED Medication Records	884
138	420	IHSS MEDICAL	IHSS MED SOC 2274	16
138	414	IHSS MEDICAL	IHSS MED SOC 873	5,807
138	415	IHSS MEDICAL	IHSS MED SOC 874	3,801
138	416	IHSS MEDICAL	IHSS MED SOC 875	60
138	417	IHSS MEDICAL	IHSS MED YC 367	317
138	418	IHSS MEDICAL	IHSS MED YC 37	22
138	419	IHSS MEDICAL	IHSS MED YC 372	247
135	401	IHSS PARAMEDICAL SERVICES	IHSS PAR SOC 321	5,025
135	402	IHSS PARAMEDICAL SERVICES	IHSS PAR YC 369	5
140	422	IHSS PI CORRESPONDENCE	IHSS PI CORR Overpayment Letter	180
140	426	IHSS PI CORRESPONDENCE	IHSS PI CORR SOC 2248	63
139	421	IHSS PROGRAM INTEGRITY	IHSS PI Narratives	27
139	534	IHSS PROGRAM INTEGRITY	IHSS PI Over Payment Calculation	45
139	423	IHSS PROGRAM INTEGRITY	IHSS PI SOC 2247	23
139	424	IHSS PROGRAM INTEGRITY	IHSS PI YC 268	1
156	518	IHSS PROGRAM INTEGRITY RETURNED MAIL	IHSS PI Returned Mail	2



Group ID	Type ID	Legacy Document Type Group	Legacy Document Type	Document Count
136	403	IHSS PROTECTIVE SUPERVISION	IHSS PRO SUP IEP'S-Schools ; IPP- Alta Regional	869
136	404	IHSS PROTECTIVE SUPERVISION	IHSS PRO SUP SOC 821	1,133
136	405	IHSS PROTECTIVE SUPERVISION	IHSS PRO SUP SOC 825	1,425
136	406	IHSS PROTECTIVE SUPERVISION	IHSS PRO SUP YC 21	1,250
136	407	IHSS PROTECTIVE SUPERVISION	IHSS PRO SUP YC 255	185
153	513	IHSS PROVIDER CORRESPONDENCE	IHSS PRO COR Letters	299
144	443	IHSS PROVIDER ELIGIBILITY	IHSS PE BCIA 302	1,655
144	444	IHSS PROVIDER ELIGIBILITY	IHSS PE CDE B1-1	108
144	445	IHSS PROVIDER ELIGIBILITY	IHSS PE SOC 426	8,149
144	446	IHSS PROVIDER ELIGIBILITY	IHSS PE SOC 846	9,910
144	447	IHSS PROVIDER ELIGIBILITY	IHSS PE SOC 849	4
144	449	IHSS PROVIDER ELIGIBILITY	IHSS PE SOC 851	20
144	450	IHSS PROVIDER ELIGIBILITY	IHSS PE SOC 881	833
144	452	IHSS PROVIDER ELIGIBILITY	IHSS PE YC 305A	3,243
144	451	IHSS PROVIDER ELIGIBILITY	IHSS PE YC300A	4,613
145	453	IHSS PROVIDER ENROLLMENT	IHSS PRO SOC 848	7,091
152	511	IHSS PROVIDER VITALS	IHSS VITALS ID-SSN	6,935
141	427	IHSS QUALITY ASSURANCE	IHSS QA 1	904
141	428	IHSS QUALITY ASSURANCE	IHSS QA 5	247
141	431	IHSS QUALITY ASSURANCE	IHSS QA 9	251
141	433	IHSS QUALITY ASSURANCE	IHSS QA/QI Home Visit Checklist	237
142	435	IHSS QUALITY ASSURANCE FINDINGS	IHSS QAF QA 3	1,491
142	436	IHSS QUALITY ASSURANCE FINDINGS	IHSS QAF QA 4	385
143	437	IHSS RECIPIENT PROVIDER ENROLLMENT	IHSS RPE SOC 2256	180
143	438	IHSS RECIPIENT PROVIDER ENROLLMENT	IHSS RPE SOC 426A	8,469



Group ID	Type ID	Legacy Document Type Group	Legacy Document Type	Document Count
143	439	IHSS RECIPIENT PROVIDER ENROLLMENT	IHSS RPE SOC 838	9
143	440	IHSS RECIPIENT PROVIDER ENROLLMENT	IHSS RPE SOC 854	7,343
143	441	IHSS RECIPIENT PROVIDER ENROLLMENT	IHSS RPE TEMP 3000	1,528
143	442	IHSS RECIPIENT PROVIDER ENROLLMENT	IHSS RPE YC 206.3	145
154	514	IHSS RECIPIENTCORRESPONDENCE	IHSS REC COR Altered NOAs	143
154	515	IHSS RECIPIENTCORRESPONDENCE	IHSS REC COR Letters from Recipient	304
154	516	IHSS RECIPIENTCORRESPONDENCE	IHSS REC COR Letters to Recipient	5,783
130	343	IHSS REFERRALS	IHSS REF Home Care Now Referrals	122
130	351	IHSS REFERRALS	IHSS REF Public Authority Registry Referral Form	16
130	350	IHSS REFERRALS	IHSS REF QA6 Fraud Referral	363
130	344	IHSS REFERRALS	IHSS REF SOC 2300	3,686
130	345	IHSS REFERRALS	IHSS REF WS 104	19
130	346	IHSS REFERRALS	IHSS REF YC 161	992
130	347	IHSS REFERRALS	IHSS REF YC 249	4
130	348	IHSS REFERRALS	IHSS REF YC 374 or YC IHSS 005	6,076
130	349	IHSS REFERRALS	IHSS REF Yolo County Healthy AAAS Referral Form	7
133	382	IHSS Release of Information	IHSS ROI Other Entities	700
133	380	IHSS Release of Information	IHSS ROI YC 139	7
133	381	IHSS Release of Information	IHSS ROI YC 445D	15,299
155	519	IHSS RETURNED MAIL	IHSS Returned Mail	1,194
146	458	IHSS STATE CONTROLLER/WARRANT/SPECIAL TRANS	IHSS SWST CA 0034	11



Group ID	Type ID	Legacy Document Type Group	Legacy Document Type	Document Count
146	535	IHSS STATE CONTROLLER/WARRANT/SPECIAL TRANS	IHSS SWST GEN 1384	42
146	455	IHSS STATE CONTROLLER/WARRANT/SPECIAL TRANS	IHSS SWST Return Voided Warrants	144
146	456	IHSS STATE CONTROLLER/WARRANT/SPECIAL TRANS	IHSS SWST SOC 312	14
146	457	IHSS STATE CONTROLLER/WARRANT/SPECIAL TRANS	IHSS SWST SOC 330	2
146	454	IHSS STATE CONTROLLER/WARRANT/SPECIAL TRANS	IHSS SWST Special Transaction Documentation	14
146	461	IHSS STATE CONTROLLER/WARRANT/SPECIAL TRANS	IHSS SWST STD 435	468
146	459	IHSS STATE CONTROLLER/WARRANT/SPECIAL TRANS	IHSS SWST Writ of Mandamus	1
146	570	IHSS STATE CONTROLLER/WARRANT/SPECIAL TRANS	TEMP 3021 COVID-19	314
150	491	IHSS TIER 1 & 2 /WAIVER	IHSS TW SOC 852	4
150	492	IHSS TIER 1 & 2 /WAIVER	IHSS TW SOC 852A	22
150	494	IHSS TIER 1 & 2 /WAIVER	IHSS TW SOC 855A	4
150	495	IHSS TIER 1 & 2 /WAIVER	IHSS TW SOC 855B	22
150	496	IHSS TIER 1 & 2 /WAIVER	IHSS TW SOC 856	2
150	497	IHSS TIER 1 & 2 /WAIVER	IHSS TW SOC 857	20
150	501	IHSS TIER 1 & 2 /WAIVER	IHSS TW SOC 858B	1
150	509	IHSS TIER 1 & 2 /WAIVER	IHSS TW SOC 862	18
150	504	IHSS TIER 1 & 2 /WAIVER	IHSS TW SOC 863	1
148	464	IHSS WORKERS COMPENSATION	IHSS WC DWC1	20
148	465	IHSS WORKERS COMPENSATION	IHSS WC YORK fax	213



Group ID	Type ID	Legacy Document Type Group	Legacy Document Type	Document Count
107	197	Vitals	VIT - ID	166,236
107	159	Vitals	VIT - SSN	154,221

## EXHIBIT B – TERMS OF PAYMENT

### I. DELIVERABLES AND PAYMENT SCHEDULE

**A.** Contractor has submitted a quote which was converted into the Deliverables and Payment schedule attached hereto as Exhibit D. Contractor shall adhere to this schedule in performing services that have been authorized and provided in accordance with the provisions of this Agreement.

**B.** Amendments to this schedule mutually agreed upon in writing. Contractor shall provide a revised schedule to the County for approval. Amendments must be approved pursuant to Section IV. of this Agreement.

### II. METHOD OF PAYMENT

**A. 1.** For Professional Services, Contractor shall submit such claims for payment to the County no later than thirty (30) days after completion of the month in which services have been rendered. Any claim that is submitted and rejected due to lack of necessary information must be resubmitted within fifteen (15) days of the date of the initial rejection.

**2.** For Annual Subscription Fees, Contractor shall submit such claims for payment to the County no later than thirty (90) days prior to the anniversary of Subscription Date.

**B.** Claims for payment may be submitted to the County in an electronic format at [HHSA.AccountsPayable@yolocounty.org](mailto:HHSA.AccountsPayable@yolocounty.org). All claims shall be submitted with any required supporting documentation accompanying the claim. If a claim contains confidential client information, the claim and supporting documentation must be encrypted for transmission.

Claims, with any required supporting documentation, may also be submitted via US Postal Service mail addressed to:

Yolo County Health and Human Services Agency  
137 N. Cottonwood Street, Suite 2400  
Woodland, CA 95695  
Attn: Accounts Payable

**C.** County shall pay Contractor based on performance in conformance with the Deliverables and Payment schedule attached hereto as Exhibit D. However, County shall not issue payment without Contractor's appropriate claim, required reports, and any further documentation requested by the County.

**D.** County shall authorize payment within forty-five (45) days of the receipt of Contractor's appropriate claim, required reports, and any further documentation requested by the County.

**E.** In the event that the Contractor fails to comply with any provision of this Agreement, County may withhold payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County until such noncompliance has been corrected.

**F.** Late claims submitted with a written request within a reasonable timeframe, if it is due to circumstances beyond the control of the Contractor, may be approved by the Director for claim submission.

**G. 1.** County will demand repayment from Contractor for compensation made to the Contractor, in the event that any goods and/or services related to such compensation are subsequently determined disallowable, regardless of reason.

**2.** Any such disallowance related to the current term of this Agreement will be due and payable immediately to the County. County will recoup from Contractor by offsetting any

## EXHIBIT B – TERMS OF PAYMENT

payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.

**3.** Any such disallowance related to the prior terms of this Agreement or any other agreement between Contractor and County will be due and payable within forty-five (45) days of mailing a demand letter from County to Contractor. Thereafter, unless otherwise negotiated with and approved by the Director, County will recoup from Contractor the amount due, by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.

**4.** In the event that the aggregated payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County is less than the amount due, and when all payments otherwise due Contractor have been exhausted, Contractor shall make payment to the County for any balance due based on a payment plan negotiated with and approved by the Director.

**H.** Any other provision of this Agreement notwithstanding, because this Agreement is funded by the Federal and State governments, the County's obligation to compensate Contractor pursuant to this Agreement is contingent upon, and subject to, the County's receipt of such funding from the Federal and State governments, and the absence or removal of any constraints imposed by those government bodies upon such receipt and payment.

**I.** Contractor shall use the funds provided by County exclusively for the purposes of performing the services required by this Agreement. No funds provided by County pursuant to this Agreement shall be used for any political activity or political contribution.

**J.** Contractor shall hold harmless the Federal and State governments in the event that the County does not pay for services in accordance with this Agreement.

## EXHIBIT C – TERMS AND CONDITIONS

### I. COUNTY AUTHORITY; CONTRACTOR ELIGIBILITY

Contractor represents and warrants to the County that it has the necessary licensing, certification, training, experience, expertise, and competency to provide the services, goods, and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions. The County is relying upon this representation in entering into this Agreement.

### II. PERSONNEL; PERFORMANCE STANDARDS

**A.** Contractor shall furnish professional personnel in accordance with applicable Federal and State regulations, including the County, and any authorized federal and state agencies. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum staff required by law for provision of services hereunder. Such personnel shall be qualified in accordance with all applicable laws.

**B.** Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement and shall provide all services in accordance with any applicable laws and regulations incorporated in this Agreement including its exhibits.

**C.** Contractor shall furnish all facilities, equipment, personnel, labor, and materials necessary to provide the services in accordance with this Agreement unless otherwise provided in the Statement of Work.

### III. RECORDS, RETENTION, REVIEW, ETC.

**A.** Records include but are not limited to: financial records as described below and all other physical and electronic records and documents originated or prepared pursuant to Contractor's performance under this Agreement including but not limited to: working papers, reports, financial records and documents of account, subcontracts.

#### **B. Financial Records**

- 1.** Contractor shall maintain financial records and other evidence, sufficient to support all direct and indirect costs of whatever nature that are claimed to have been incurred in the performance of this Agreement. These may include but are not limited to records which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed, books, accounting procedures and practices, and audit work papers.
- 2.** Contractor shall preserve and make available its financial records for a period of 7 (seven) years from the date of final payment under this Agreement, and for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (a) or (b) below.
  - a.** If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any resulting final payment.
  - b.** If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later.

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## EXHIBIT C – TERMS AND CONDITIONS

**D.** In the event that Contractor ceases to provide the services required by this Agreement for any reason, Contractor will contact County and make appropriate arrangements for transfer of care of the records. Records shall be made available to the County in an electronic format readable by the County.

**E.** This section shall survive the termination or completion of this Agreement for the full period of time allowed by law.

### IV. AUDITS

**A.** Contractor shall allow the County, the Auditor General, and any other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's performance under this Agreement, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor and its subcontractors pertaining to such services.

**B.** Contractor shall allow such inspection, evaluation and audit of its records, documents and facilities, and those of its subcontractors, during the term this Agreement or in the event the Contractor has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (Records are defined in Section III of this Exhibit.)

**C.** Any failure or refusal by Contractor to permit access to records by the County and any other authorized federal and state agencies, or their duly authorized designees, as otherwise provided by this Agreement, the Performance Agreements, State and/or Federal laws and regulations, shall constitute an express and immediate breach of this Agreement.

**D.** Contractor shall also be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7.)

**E.** Should an Audit Report or any County, State and/or Federal government audit subsequently disallow any paid goods and/or services, or determine that Contractor has misspent funds, or been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings. See Exhibit B, Terms of Payment.

### V. CONFIDENTIALITY, PRIVACY, AND SECURITY

**A.** Contractor will comply with applicable laws and regulations regarding the confidentiality of beneficiary information, including but not limited Sections 827, 5328 et seq, 10850, 17006, 14100 et seq 18986.40 and 18986.46 of the W&I Code, Division 19 of the State of California Department of Social Services Manual of Policies and Procedures, California Rules of Court Rule 1423 and 1341, Penal Code Section 11167, and Title 45 CFR, Section 205.50 to assure that all applications and records concerning individuals made or kept by any officer or agency in connection with the administration of any service under this Agreement will be kept confidential. Contractor and County will maintain the confidentiality of all information and records in accordance with current laws, regulations and policies. Exchange of information will be for the purpose of promoting the best interests of the client and the administration of the program.

**B.** Each County and Contractor office will maintain their own confidentiality regulations and guidelines to review and follow. The location of those guidelines shall be known to all employees. The Contractor and County agree to inform all of the employees, agents and subcontracts of the confidentiality provisions and further agree that any person knowingly and intentionally violating the provisions of said laws is guilty of a misdemeanor.

**C.** Contractor will comply with applicable laws and regulations regarding the privacy and

## EXHIBIT C – TERMS AND CONDITIONS

security of protected information under 42 U.S.C. §1320d, and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the HIPAA Omnibus Rule, 45 CFR Parts 160 and 164, and its implementing regulations, and the Federal Confidentiality of Substance Abuse Disorder Patient Records laws and regulations, Title 42 of the United States Code §290dd-2 and 42 CFR Part 2 (“Part 2 Regulations”). Contractor shall comply with, and shall ensure that, its officers, agents, employees, participants and volunteers comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations as set forth in Exhibit E.

**D.** In the event that Contractor receives a request or subpoena to provide confidential information regarding any services provided pursuant to this Agreement, Contractor will notify Director immediately by telephone at (530) 661-2945, or by email at [nolan.sullivan@yolocounty.org](mailto:nolan.sullivan@yolocounty.org) and by fax at (530) 661-2658.

### **E.** Information Security Incidents

Defined: Information security incidents include, but are not limited to, any event (intentional or unintentional) that causes the loss, damage to, destruction, or unauthorized disclosure of County or Contractor information assets.

Notification: The County/Contractor shall notify the other or its designated agent of any confirmed information security incidents, as defined above, within 24 hours of a confirmed detection. Information security incidents shall be reported by telephone or email to:

Nolan Sullivan, Director  
Health and Human Services Agency  
137 North Cottonwood Street  
Woodland CA 95695  
[nolan.sullivan@yolocounty.org](mailto:nolan.sullivan@yolocounty.org)

Charles Egbert, Privacy Officer  
Health and Human Services Agency  
137 North Cottonwood Street  
Woodland CA 95695  
[charles.egbert@yolocounty.org](mailto:charles.egbert@yolocounty.org)

Erin Duffy, Contracts Manager  
Northwoods Consulting Partners, Inc.  
5200 Rings Road  
Dublin, OH 43017  
[erin.duffy@teamnorthwoods.com](mailto:erin.duffy@teamnorthwoods.com)

Cooperation: Each party shall cooperate in any investigations of information security incidents.

**F.** Isolation of system or device: The system or device affected by an information security incident, and containing County/Contractor confidential data, shall be removed from operation immediately upon discovery of the security incident. It shall remain removed from operation until correction and mitigation measures have been applied. The party where the incident took place must contact the other party prior to placing the system or device, containing County/Contractor confidential data, back in operation. The affected system or device, containing County/Contractor confidential data, shall not be returned to operation until the County/Contractor gives its approval.

**G.** Contractor shall protect from unauthorized disclosure names and other identifying information concerning beneficiaries receiving services pursuant to this Agreement except for statistical information. Contractor shall not use identifying information for any purpose other than carrying out

## EXHIBIT C – TERMS AND CONDITIONS

Contractor's obligations under this Agreement.

**H.** Contractor shall not disclose, except as otherwise specifically permitted by state and federal laws and regulations or by this Agreement, any such identifying information to anyone other than the County without prior written authorization from the County or the beneficiary in accordance with state and federal laws.

**I.** For purposes of this Section, identifying information will include, but not be limited to, name, identifying number, symbol or other identifying particular assigned to the individual.

**J.** Contractor shall inform all of its employees, agents, subcontractors, and partners of the above provision and that knowing and intentional violation of the provisions of said State law is a misdemeanor.

### VI. OWNERSHIP OF DOCUMENTS/ WORK PRODUCTS

**A. Documents.** Except as provided in Attachment 1, section 10, all professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the County, and Contractor agrees to deliver and assign the foregoing to the County, upon completion of the services hereunder or upon any earlier termination of this Agreement. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world.

### VII. TERMINATION

**A.** Either party may terminate this Agreement in whole or in part, in its sole discretion, for any reason or for no reason at all, upon at least 60 days advance written notice to the other party. This Agreement may also be terminated for cause or for insufficient funds.

**B.** Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, the County reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth herein and the actual cost thereof to the County. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

**C.** This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Director before such termination and for which funds have appropriated as required by law.

**D.** If Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or

## **EXHIBIT C – TERMS AND CONDITIONS**

five percent owners, becomes excluded, debarred or suspended from participation in Federally or State funded programs, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor.

**E.** Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Contractor shall become the sole and exclusive property of Yolo County and Contractor shall be entitled to receive compensation for any work completed on such documents and other materials determined by the Director to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as sketches, copy, dummies and all preparatory work for which Contractor is not compensated by the County shall remain the sole and exclusive property of the Contractor.

**F.** See also Attachment 1, section 13.

### **VII. APPLICABLE LAWS**

**A.** In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.

**B.** This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Contractor waives any removal rights it might have under State or Federal law.

### **IX. NON-DISCRIMINATION IN SERVICES AND BENEFITS**

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

### **X. INDEMNIFICATION**

**A.** Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

**B.** With the exception that this Section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the laws or public policy of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo and its officers, agents,

## EXHIBIT C – TERMS AND CONDITIONS

employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorneys' fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Contractor and/or any subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. In providing any defense under this Section, Contractor shall utilize counsel approved by the Office of the County Counsel with such approval to not be unreasonably withheld.

C. Any subcontractor must agree to be bound to the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under this Agreement. Any subcontractors must further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work.

D. See also Attachment 1, Section 16.

### XI. INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The commercial general liability insurance shall include broad form property damage insurance.

1. Minimum Coverage (as applicable). Insurance coverage shall be with limits not less than the following:

- a. **Commercial General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate.
- b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles).
- c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate. (If an engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
- d. **Workers' Compensation – Statutory Limits/Employers' Liability** - \$1,000,000/accident for bodily injury or disease. (If no employees, this requirement automatically does not apply.)

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. (NOTE: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.) It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

- a. The Additional Insured coverage under the Contractor's policy shall be "primary and

## EXHIBIT C – TERMS AND CONDITIONS

non-contributory” and will not seek contribution from the County’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

**b.** The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County’s own Insurance or self-insurance shall be called upon to protect it as a named insured.

- 3.** Said policies shall remain in force throughout the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a “per occurrence” basis unless the County Risk Manager specifically consents in writing to a “claims made” basis. For all “claims made” coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase “tail” coverage covering the term of this Agreement and not less than three (3) years thereafter. Proof of such “tail” coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
- 4.** The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County’s Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
- 5.** Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager.
- 6.** Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).
- 7.** Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise approved by the County Risk Manager.
- 8.** The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
- 9.** For any claims relating to this Agreement, the Contractor’s insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor’s liability insurance policy.
- 10.** The insurer shall waive all rights of subrogation against the County, its officers, employees, agents, and volunteers.

**B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County’s request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

**C.** During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County’s

## **EXHIBIT C – TERMS AND CONDITIONS**

request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

**D.** Contractor agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor’s work. Subcontractors hired by Contractor must agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under this Agreement. Subcontractors must further agree to include these same provisions with any sub-subcontractor. Contractor shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Contractor will provide proof of compliance to the County of Yolo.

**E.** Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the expiration or earlier termination of this Agreement. In the event contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

### **XII. WORKERS' COMPENSATION**

Contractor shall provide worker's compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the County in a form substantially as set forth below.

#### **WORKERS' COMPENSATION CERTIFICATE**

I am aware of the provisions of the California Labor Code, Section 3700 that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor; both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

### **XIII. NOTICE**

**A.** All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor:	Northwoods Consulting Partners, Inc. 5200 Rings Road Dublin, OH 43017 Erin Duffy, Contracts Manager
County:	Yolo County Health and Human Services Agency 137 N. Cottonwood Street Woodland, CA 95695 Nolan Sullivan, Director

**B.** In lieu of written notice to the above addresses, any party may provide notices through the use of

## EXHIBIT C – TERMS AND CONDITIONS

email provided the following email addresses are used:

Contractor: [erin.duffy@teamnorthwoods.com](mailto:erin.duffy@teamnorthwoods.com)  
County:  
Contract Unit [HHSAContracts@YoloCounty.org](mailto:HHSAContracts@YoloCounty.org)  
Contract Administrator  
Adult & Aging [kim.britt@yolocounty.org](mailto:kim.britt@yolocounty.org)  
Child Youth & Family [tony.kildare@yolocounty.org](mailto:tony.kildare@yolocounty.org)

**C.** Any party may change the address or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

**D.** All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

### **XIV. ASSIGNMENT AND SUBCONTRACTS**

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of the County. If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractors.

### **XV. STATUS OF CONTRACTOR**

**A.** It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

**B.** It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

### **XVI. FEDERAL/STATE DEBARMENT/EXCLUSIONS**

**A.** Contractor shall not permit any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners to provide services pursuant to this Agreement if such individual has been excluded or debarred from any Federal or State program.

**B.** Contractor shall verify that each of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners, is not excluded or debarred from participating

## EXHIBIT C – TERMS AND CONDITIONS

in or being paid for participation in any Federal or State program within thirty (30) days of such person or entity becoming Contractor's officer, agent, employee, contractor, subcontractor, volunteer, or five percent (5%) owner, and thereafter not less frequently than once each year.

**C.** Contractor shall notify County, within twenty-four (24) hours of Contractor's knowledge, of any action taken by local, State or Federal agencies to exclude or bar Contractor, or any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners from any Federal or State program. Contractor shall also notify County within twenty-four (24) hours of any event or condition that occurs or which may arise which could lead to Contractor's, or any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners' exclusion or debarment from any Federal or State program.

**D.** Contractor shall provide County information as requested by the Director regarding the status of Contractor's principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners regarding their participation, exclusion or debarment from any Federal or State program.

**E.** Any other provision of this Agreement notwithstanding, Contractor shall not be entitled to any compensation for any services provided pursuant to this Agreement by any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investigators, other person with management or supervisory responsibilities related to a covered transaction; or affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners who has been excluded or debarred from any Federal or State program.

### **F. DEBARMENT AND SUSPENSION CERTIFICATION**

1. By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
2. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph B(2) herein; and
  - d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
  - e. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4),

## EXHIBIT C – TERMS AND CONDITIONS

debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

- f. Will include a clause entitled, “Debarment and Suspension Certification” that essentially sets for the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

### **XVII. FALSE CLAIMS ACT**

**A.** The Contractor acknowledges that California False Claims Act (Cal. Govt. Code §§12650 et. seq. applies to the Contractor’s actions pertaining to this Agreement.

**B.** Contractor and its employees, contractors, and agents shall read, acknowledge receipt of, and comply with all provisions of the County’s policies and procedures designed to detect and prevent fraud, waste, and abuse in the provision of medical assistance, in accordance with 42 USC 1396(a) (68) (section 6032 of the Deficit Reduction Act and the Federal False Claims Act (31 U.S.C. §§3729-3733). Failure to comply with any of these policies and procedures is a material breach of this contract and grounds for termination for cause.

**C.** Contractor shall certify, on an annual basis that it, and all of its employees, contractors, and agents have read and understand the County’s policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance, as referenced above. This certification shall be submitted with the provider’s annual cost report. In addition, at the time Contractor hires a new employee, contractor, or agent, Contractor will certify that individual has read and understands the County’s policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance.

### **XVIII. COVENANTS AND CONDITIONS**

Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

### **XIX. THIRD PARTY RIGHTS**

Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any “legitimate claim of entitlement” with the meaning and rights that phrase has been given by case law.

### **XX. AMENDMENT**

Except as provided under Section IV. of the Agreement, this Agreement may be amended only by written instrument signed by the County and Contractor; provided, however, that the County may unilaterally amend this Agreement, in whole or in part, as needed to align terms with any applicable laws, regulations, and contractual obligations, including any applicable regulations or sub-regulatory guidance; or to reflect any changes to same.

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## **EXHIBIT C – TERMS AND CONDITIONS**

### **XXI. WAIVER**

The waiver by the County or any of its officers, agents, or employees, or the failure of the County or its officers, agents, or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

### **XXII. SEVERABILITY**

Should any provision of this Agreement be found unenforceable, it shall be deemed severable and the balance of the Agreement shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.

### **XXIII. AUTHORIZED REPRESENTATIVE**

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

### **XXIV. PUBLIC RECORDS ACT**

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

**EXHIBIT D – DELIVERABLES/PAYMENT SCHEDULE**

<b>Professional Services Deliverables (Year 1)</b>		
30% due upon completion of Startup Phase of the Project		\$69,000
20% due upon completion of Design Phase of the Project		\$46,000
20% due upon completion of Test Phase of the Project		\$46,000
10% due upon completion of Deploy Phase of the Project (for IHSS & PG)		\$23,000
10% due upon completion of Deploy Phase of the Project (for CWS)		\$23,000
5% due upon completion of Closeout Phase of the Project (for IHSS & PG)		\$11,500
5% due upon completion of Closeout Phase of the Project (for CWS)		\$11,500
Year 1 Deliverables Sub-total		\$230,000
See Attachment 1, SaaS Agreement		
<b>Initial Subscription Term (up to 150 monthly users) (Years 1-6)</b> <b>(\$207,000 per Year)</b>		\$1,242,000
Year 1 – Due upon execution of Agreement		
Year 2 – Due upon anniversary of Subscription Date		
Year 3 – Due upon anniversary of Subscription Date		
Year 4 – Due upon anniversary of Subscription Date		
Year 5 – Due upon anniversary of Subscription Date		
Year 6 – Due upon anniversary of Subscription Date		
<b>Total Contract Budget</b>		<b>\$1,472,000</b>

## EXHIBIT E – HIPAA COMPLIANCE & BUSINESS ASSOCIATE AGREEMENT ADDENDUM

- I. The County and Contractor intend to protect the privacy and provide for the security of protected health information in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the HIPAA Omnibus Rule, Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”), the Federal Confidentiality of Substance Abuse Disorder Patient Records laws and regulations, Title 42 of the United States Code §290dd-2 and 42 CFR Part 2 (“Part 2 Regulations”), and any other applicable laws.
- II. In order to be in compliance with the aforementioned laws and regulations, Contractor and County hereby enter into this Business Associate Agreement Addendum with is attached to and incorporated into the Agreement.

### BUSINESS ASSOCIATE AGREEMENT ADDENDUM

#### RECITALS

A. The purpose of this Business Associate Agreement Addendum (“this Addendum”) to comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the HIPAA Omnibus Rule, 45 CFR Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable privacy and security laws.

B. Definitions. All terms and phrases used, but not otherwise defined in this Addendum, shall have the same meaning as those terms are defined in 45 Code of Federal Regulations, subtitle A, subchapter C, parts 160 and 164. All section references in this Addendum are to Title 45 of the Code of Federal Regulations unless otherwise specified.

(a) Business Associate. “Business Associate” shall mean the party with whom the County of Yolo (“the County”) is contracting or Contractor, as referenced above.

(b) Underlying Agreement. “Underlying Agreement” shall mean the Agreement between the County and the Business Associate, to which this Addendum is attached and incorporated.

(c) Covered Entity. “Covered Entity” shall mean the covered components of the County of Yolo hybrid entity which are subject to the standards for privacy and security of Title 45, Code of Federal Regulations, subchapter C, Parts 160 and 164.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter addressed, the parties agree as follows:

1. Permitted Uses and Disclosures by Business Associate.

Pursuant to the Underlying Agreement Contractor will provide the services delineated in Exhibit A, Statement of Work of the Underlying Agreement as specifically requested by the County that may involve the use and disclosure of protected health information (PHI) or Electronic Protected Health Information (EPHI) related to the treatment and care of clients.

As otherwise limited in this Addendum and the Underlying Agreement, Business Associate may use or disclose PHI and EPHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the law if done by Covered Entity and the use or disclosure of PHI and EPHI is limited to the minimum

## EXHIBIT E – HIPAA COMPLIANCE & BUSINESS ASSOCIATE AGREEMENT ADDENDUM

amount necessary for Business Associate to perform its obligations pursuant to the Underling Agreement.

### 2. Obligations and Activities of Business Associate.

Business Associate shall:

(a) Not use or disclose Protected Health Information (PHI), or Electronic Protected Health Information (EPHI), other than as permitted or required by this Addendum or as required by law.

(b) Use appropriate safeguards and comply with Subpart C of Title 45, Code of Federal Regulations, Part 164 with respect to EPHI, to prevent use or disclosure of PHI or EPHI other than as provided for by this Addendum and the Underlying Agreement.

(c) If a pattern of activity or practice of an agent, including a subcontractor, constitutes a material breach or violation of the requirements of this Addendum and/or the Underlying Agreement, cure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the subcontract or other agreement.

(d) Report, as soon as reasonably practicable, and within twenty-four (24) hours for security incidents, as defined in 45 CFR §164.304, and within one (1) hour for breaches of unsecured PHI as defined by Section 164.402 of the HIPAA Regulations to:

(i) Cha Yang, County's Privacy Officer-Risk Manager/Safety Officer at [cha.yang@yolocounty.org](mailto:cha.yang@yolocounty.org), and

(ii) Lee Gerney, County's Information Security Officer-Chief Technology Officer at [lee.gerney@yolocounty.org](mailto:lee.gerney@yolocounty.org), and

This report will include at least the following information:

(i) the nature of the non-permitted or violating use or disclosure or Security Incident; and

(ii) the PHI and EPHI used or disclosed.

This report does not relieve Business Associate of his/her/their continuing obligations under the underlying Agreement or any State or Federal reporting requirements.

(e) Ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum and the Underlying Agreement to Business Associate with respect to such information.

(f) Provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to PHI and EPHI information in a designated record set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under Section 164.524.

(g) Make any amendment(s) to PHI and EPHI in a designated record set that the Covered Entity directs or agrees to make pursuant to Section 164.526 at the request of Covered Entity or an individual, and in the time and manner designated by Covered Entity.

(h) Make internal practices, books, and records, including policies and procedures and PHI and EPHI, relating to the use and disclosure of PHI and EPHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity,

## EXHIBIT E – HIPAA COMPLIANCE & BUSINESS ASSOCIATE AGREEMENT ADDENDUM

or to the Secretary (i.e., the Secretary of Health and Human Services [HHS], or to any officer or employee of HHS to the authority involved has been delegated), in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the law.

(i) Document disclosures of PHI and EPHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with Section 164.528.

(j) Provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected of disclosures of PHI and EPHI, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with Section 164.528.

(k) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and EPHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity, as required by law. In addition, Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI agrees to implement reasonable and appropriate safeguards to protect it.

(l) Ensure that all employees of Business Associate that handle or access PHI or EPHI undergo annual training regarding the safeguarding of PHI and EPHI.

(m) To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of Title 45, Code of Federal Regulations, Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

(n) Business Associate will ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI agrees in a written contract to implement and use administrative, physical and technical safeguards that reasonably protect the integrity and availability of the electronic protected health information.

Business Associates must enter into the written contract before any use or disclosure of PHI or EPHI by such agent or subcontractor. The written contract must identify Yolo County as a direct and intended third party beneficiary, with the right to enforce any breach of the contract concerning the use or disclosure of electronic protected health information. Business Associate will provide a copy of the written contract to the County upon request. The Business Associate Agreement or written contract will include notification of a breach of unsecured PHI as referenced in section 2d., above.

(o) Business Associate will comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under HIPAA, the HITECH Act, HIPAA Regulations, and other applicable privacy and security laws.

### 3. Obligations of Covered Entity.

Covered Entity shall:

## EXHIBIT E – HIPAA COMPLIANCE & BUSINESS ASSOCIATE AGREEMENT ADDENDUM

(a) notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with Section 164.520, to the extent that such limitation(s) may affect Business Associate 's use or disclosure of PHI and EPHI.

(b) notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI and EPHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI and EPHI.

(c) notify Business Associate of any restriction to the use or disclosure of PHI and EPHI that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI and EPHI.

(d) not request Business Associate to use or disclose PHI and EPHI in any manner that would not be permissible under the law if done by Covered Entity. Consultant may use or disclose the CANS PHI for data aggregation or management and administrative activities of Business Associate as necessary to fulfill the terms of the main agreement and in accordance with and as permitted by with HIPAA, the HITECH Act, HIPAA Regulations, and other applicable privacy and security laws.

#### 4. Term and Termination.

The provisions of this Addendum shall supersede the provisions of the Underlying Agreement insofar as they relate to the term and termination of the Underlying Agreement.

(a) Term. The provisions of this Addendum shall be effective as of the Effective Date of the Underlying Agreement and shall terminate when all of the PHI and EPHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy, protections are extended to such information, in accordance with the termination provisions in this Addendum.

(b) Termination for Cause. Upon County of Yolo's knowledge of a material breach by Business Associate of the provisions of this Addendum, County of Yolo may terminate this Addendum and the Underlying Agreement immediately upon written notice.

(c) Effect a/Termination.

(i) Except as provided in paragraph (ii) of this provision, upon termination of this Addendum and the Underlying Agreement, for any reason, Business Associate shall return or destroy, in a confidential manner, all PHI and EPHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI and EPHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of said PHI and EPHI.

(ii) In the event that Business Associate determines that returning or destroying the PHI and EPHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon the agreement of Covered Entity that return, or destruction is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and EPHI and limit further uses and disclosures to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI and EPHI.

## EXHIBIT E – HIPAA COMPLIANCE & BUSINESS ASSOCIATE AGREEMENT ADDENDUM

### 5. Miscellaneous Terms:

(a) Mutual Representation and Warranty. Each party represents and warrants to the other party that all of its employees, agents, representatives and members of its work force, whose services may be used to fulfill obligations under the Underlying Agreement, are or will be appropriately informed of the terms of this Addendum and are under legal obligation to fully comply with all provisions of this Addendum.

(b) Survival. The respective rights and obligations of Business Associate under the provision of this Addendum shall survive the termination, expiration, or cancellation of the Underlying Agreement, regardless of reason.

(c) No Third-Party Beneficiaries. Nothing express or implied in the Underlying Agreement or this Addendum is intended to confer, nor will anything herein confer, upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.

(d) Notices. Any notices required or permitted to be sent pursuant to this Addendum will be in writing and will be sent, Certified Mail, Return Receipt Requested, or by a recognized international courier. Notices will be sent to the addresses set forth above in the Terms and Conditions Exhibit of the Underlying Agreement, or to such other address as a party may designate by notice pursuant hereto. Notices will be effective upon the date when delivery is either effected or refused.

(e) Amendment. The Parties agree to take such action as is necessary to amend this Addendum and the Underlying Agreement from time to time as is necessary for Covered Entity to comply with HIPAA, the HITECH Act, HIPAA Regulations, and other applicable privacy and security laws.

(f) Interpretation. Any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit Covered Entity to comply with the requirements of HIPAA, the HITECH Act, HIPAA Regulations, and other applicable privacy and security laws.

(g) Binding Effect. This Agreement shall be binding upon the parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.

(h) Severability. Should any provision of this Agreement be found unenforceable, it shall be deemed severable and the balance of the Agreement shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.

## **EXHIBIT F.1 – CONTRACTOR CONFIDENTIALITY CERTIFICATION**

By signing this Agreement, Contractor certifies and warrants its understanding and assurance of compliance with the following:

- A.** Contractor understands that the County via the Yolo County Health and Human Services Agency (“HHSA”) provides sensitive services and other services to clients that are protected by various privacy and confidentiality laws and regulations.
- B.** If, in the course of the provision of services under this Agreement, Contractor including but not limited to its officers, agents, employees, participants, and volunteers obtains any information, including seeing or overhearing any information about a current or former HHSA client/participant, this information is to be treated as private and confidential. This includes the fact that a person has visited an HHSA office or receives (or previously received) services from HHSA. Failure to keep this information confidential may be punishable as a misdemeanor crime.
- C.** Contractor agrees to inform and educate its officers, agents, employees, participants, and volunteers involved with the provision of services under this Agreement of these requirements. Any such officers, agents, employees, participants, and volunteers must sign and return an executed copy of the OFFICERS, AGENTS, EMPLOYEES, PARTICIPANTS, AND VOLUNTEERS CONFIDENTIALITY CERTIFICATION FORM, prior to their participation in the provision of the services under this Agreement.

**EXHIBIT F.2 – OFFICER, AGENT, EMPLOYEE, PARTICIPANTS, AND VOLUNTEERS  
CONFIDENTIALITY CERTIFICATION FORM**

**I hereby acknowledge, by my signature below, that:**

**I understand** the County of Yolo via its Health and Human Services Agency (“HHS”) provides sensitive services and other services to clients that are protected by various privacy and confidentiality laws and regulations.

**I understand** if in the course of the provision of services under the Agreement between Northwoods Consulting Partners and the County of Yolo for Traverse Project (“the Agreement”), I will treat this information as private and confidential. This includes the fact that a person has visited an HHS office or receives (or previously received) services from HHS.

**I understand** my failure to keep any sensitive/protected County information confidential may be punishable as a misdemeanor crime.

**I understand** confidentiality must be maintained whether the any sensitive/protected County information is stored on paper or on computer or communicated orally or through any other means.

**I understand** I am not authorized to seek or deliberately obtain access to any client information, unless directly related to the provision of services under the Agreement.

**I understand** County employee information of a private or sensitive nature must also be treated as confidential, including but not limited to: employment records, job evaluations.

**I understand** it would be illegal for me to access computerized client or employee information without authorization of the County.

**I understand** unauthorized access or disclosure of client information, or any other confidential or proprietary information from the County, is unethical and/or illegal, and that it is grounds for disciplinary action, up to and including my immediate removal from the provision of services under the Agreement termination of the Agreement or any other agreement between Northwoods Consulting Partners and the County and may be punishable as a misdemeanor crime.

**I understand** this duty of confidentiality and non-disclosure will survive the termination, expiration, or cancellation of the Agreement, my assignment to perform under the Agreement, and/or my employment or association with Northwoods Consulting Partners.

**Name, Title and Signature of the Officer, Agents, Employees, Participants, or Volunteer**

(Print) \_\_\_\_\_ Title \_\_\_\_\_

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

## ATTACHMENT 1 - SOFTWARE AS A SERVICE AGREEMENT

By executing the Underlying Agreement (“Underlying Agreement”), the Parties also enter into this Software as a Service Agreement (hereinafter referred to “SaaS Agreement”) is made and entered as of the Effective Date of the Underlying Agreement. For the purposes of this SaaS Agreement Northwoods Consulting Partners, Inc., shall be hereinafter referred to as “Northwoods” and County of Yolo shall be hereinafter referred to as “You” “Your” or “User”).

- 1) Definitions. As used in this SaaS Agreement, the following definitions apply to capitalized terms:
  - a) “Aggregate/Anonymous Data” means: (i) data generated by aggregating Your Data with other data so that the results are non-personally identifiable with respect to You or your customers; and (ii) anonymous learning, logs, and data regarding the use of the Services.
  - b) “Application” means the application program Traverse, with the functionality described in the Documentation, including modifications, revisions, upgrades, updates, and enhancements, if any.
  - c) “Charges” means the amounts to be paid by You for the right to use any of the applicable Application, Software, Services and/or hardware or other Third Party Products under the terms of this SaaS Agreement. The Charges are described in Attachment A and the payment schedule for these Charges are defined in Schedule A1.
  - d) “Documentation” means Northwoods’ and any Third Party electronic user guides, documentation, and help and training materials, as updated from time to time.
  - e) “Monthly Active User” or “MAU” means the number of individuals who are authorized by Northwoods to access and login to the Application at least once in a calendar month based upon the terms of the particular subscription plan or pricing tier paid to Northwoods, as further specified in Attachment A.
  - f) “Northwoods Software” means the Application, as well as any other proprietary, Northwoods-branded, computer programs, in object code form, and their associated documentation. Attachment A lists separately the various modules and quantities (where applicable) of Northwoods Software made available to You.
  - g) “Service Level Agreement” or “SLA” defines the terms under which the Software will be available to You, as defined in Schedule C1.
  - h) “Services” means the professional services that are ordered by and paid by You.
  - i) “Software” means collectively the Application, Northwoods Software, and any Third-Party Products.
  - j) “Statement of Work” or means the detailed work plan for the initial implementation, attached to the Underlying Agreement as Exhibit A.
  - k) “Subscription Date” means sixty (60) days following the Effective Date.
  - l) “Support Services” means the support services to be provided by Northwoods in accordance with Attachment C.
  - m) “Third Party Products” means any product or software program acquired by Northwoods from an outside vendor on Your behalf under the terms of this SaaS Agreement.
  - n) “Your Data” means electronic data and information submitted by You or for You to the Services or collected and processed by or for You using the Services.
  - o) “Your Database” means a collection of data records that are maintained as a single logical area that is used, accessed, or acted upon by You.
- 2) Northwoods’ Responsibilities. Northwoods will (i) make the Software available to You pursuant to this SaaS Agreement; (ii) provide Services for the initial implementation of this project, as described more fully in Exhibit A of the Underlying Agreement; and (iii) provide our Support Services to You, as described more fully in Attachment of this SaaS Agreement.

## ATTACHMENT 1 - SOFTWARE AS A SERVICE AGREEMENT

- 3) Order of Precedence. See Underlying Agreement, Section IV.
- 4) Term.
  - a) See Underlying Agreement, Section I.
  - b) User Subscriptions. User subscriptions commence on the Subscription Date specified and continue for a period of six (6) years (“Initial Term”). Unless previously terminated in writing in conformance with Section 13 of this SaaS Agreement or Exhibit D, Section X of the Underlying Agreement.
- 5) Initial Implementation. Northwoods will furnish such staff, materials, supplies, and labor for the initial implementation as detailed in the Statement of Work (see Exhibit A of the Underlying Agreement) for this Project.
- 6) Charges and Payment Terms.
  - a) See Exhibit B and Exhibit C of the Underlying Agreement.
- 7) Usage Limits and Compensation.
  - a) Generally.
    - i) Usage of the Application is monitored on a continuous basis. Northwoods will determine excessive usage based upon average monthly usage during a look back period of 12 months from the date of invoice for the annual subscription fee. Northwoods reserves the right to increase fees for prospective years if the usage exceeds the contracted amount of MAUs.
  - b) Year One Usage
    - i) The annual subscription fee for the Initial Subscription Term will remain the same as the annual subscription fee for year one unless usage in any month of the first year of the Initial Term exceeds 110% of the allowable MAUs.
  - c) You may not reduce the committed number of MAUs during the Subscription Term. You are not entitled to any refund of fees paid or relief from fees due if the number of MAUs is actually less than the volume ordered.
- 8) Taxes. Fees are exclusive of taxes and You will promptly pay or reimburse Northwoods for all taxes arising out of this SaaS Agreement, whether or not Northwoods provided prior notice of, or invoiced, any such taxes to You. For purposes of this SaaS Agreement, “taxes” means any sales, use, and other taxes (other than taxes on Northwoods’ income), export and import fees, customs duties, and similar charges applicable to the transactions contemplated by this SaaS Agreement that are imposed by any government or other authority. If You are required to pay or withhold any tax in respect of any payments due to Northwoods hereunder, You will gross up payments actually made such that Northwoods receives sums due hereunder in full and free of any deduction for any such tax. If You are legally entitled to an exemption from the payment of any taxes, You will promptly provide Northwoods with legally sufficient tax exemption certificates for each taxing jurisdiction for which it claims exemption.
- 9) You acknowledge and understand that the output of the Application is not intended to replace human discretion, decision-making or research, but is to be used as a guidance tool only.
- 10) Ownership.
  - a) Your Data shall be considered confidential information and remains Your sole and exclusive property. Notwithstanding the foregoing, and subject to Section 11 below, You grant Northwoods a limited, revocable, royalty-free license to use Your Data only for the purpose of providing and continually improving and refining the Application. The license grant includes a license to store, transmit, maintain, and display Your Data only to the extent necessary to provide the Application to

## ATTACHMENT 1 - SOFTWARE AS A SERVICE AGREEMENT

You. This license is only effective during the term of this SaaS Agreement and the Underlying Agreement.

- b) Customizations. Any customization of Northwoods Software specifically for You or at Your request is owned by You, with all rights, title, and interest to such customization being assigned to You. For such customizations, You grant Northwoods a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, and distribute such customization(s) for its own business purposes and for use with other customers.
  - c) Aggregate/Anonymous Data. You agree that Northwoods will have the right to generate Aggregate/Anonymous Data. Notwithstanding anything to the contrary herein, the Parties agree that Northwoods may use Aggregate/Anonymous Data for any business purpose during or after the term of this SaaS Agreement (including without limitation to develop and improve Northwoods' products and services and to create and distribute reports and other materials). Northwoods will not distribute Aggregate/Anonymous Data in a manner that personally identifies You or your customers.
  - d) Feedback. If You elect to provide any feedback, suggestions, comments, improvements, ideas, or other information to Northwoods regarding the Northwoods Software ("Feedback"), you acknowledge that the Feedback is not confidential and you authorize Northwoods to use that Feedback without restriction and without payment to you. Accordingly, you hereby grant to Northwoods a nonexclusive, royalty-free, fully-paid, perpetual, irrevocable, transferable, and fully sublicensable right to use the Feedback in any manner and for any purpose.
- 11) Privacy. You are aware and agree that Northwoods may, as part of the normal operation and support of the Northwoods Software, collect information related to the use of the Northwoods Software, through tracking and other technologies. Northwoods does so to gather usage statistics and information about the effectiveness of our products for the purpose of improving user experience.
- 12) Publicity. You authorize Northwoods to identify You as a client. Northwoods may not use Your name and logo in any of Northwoods' advertising copy, promotional material, and/or press releases without Your prior written consent.
- 13) Termination.
- a) See Exhibit C, Section VII of the Underlying Agreement.
  - b) In the event of termination, you shall be responsible for payment for all outstanding Charges and any Services rendered by Northwoods through the date of termination.
  - c) Upon termination of this SaaS Agreement for any reason, You shall immediately
    - (i) discontinue any and all use of the Software and Documentation; and
    - (ii) either
      - (A) return the Documentation to Northwoods, or
      - (B) with the prior permission of Northwoods, destroy the Documentation and certify in writing to Northwoods that You have completed such destruction.
- Further, upon termination of this SaaS Agreement, Northwoods may immediately deactivate Your account.
- d) Upon request, within thirty (30) days of the date of termination of this SaaS Agreement by either Party, Northwoods will make Your Data available to You. After the thirty (30) day period, Northwoods will have no obligation to maintain or provide Your Data, and will thereafter delete or destroy all copies of Your Data in Northwoods' possession or control, unless legally prohibited.

- 14) Warranties.

## ATTACHMENT 1 - SOFTWARE AS A SERVICE AGREEMENT

- a) Each party represents and warrants that it has the legal power to enter into this SaaS Agreement. Northwoods warrants:
- (i) the Software will substantially conform in all material respects with the applicable Documentation;
  - (ii) Northwoods further represents and warrants that it has all rights required to provide the Software to You and that to the best of Northwoods' knowledge the Software does not infringe upon or violate the United States patent rights of any third party or the copyright or trade secret right of any third party; and
  - (iii) the functionality of the Software will not be decreased from that available as of the Effective Date.
- b) If any modifications, additions, or alterations of any kind or nature are made to the Software by You or anyone acting with Your consent or under Your direction, all warranties will immediately terminate.
- 15) Deleted.
- 16) Indemnification.
- a) See Exhibit C, Section X of the Underlying Agreement.
- b) **Cyber/Security Breach Indemnification.** Notwithstanding the indemnification provisions of Exhibit C, Section X, of the Underlying Agreement, in the event of any claim by a third party against You alleging that You and/or Northwoods caused a breach of the security, confidentiality, or integrity of Your Data (the "Cyber Claim"), You will notify Northwoods of the Cyber Claim in writing within five (5) business days of the receipt of the Cyber Claim and tender sole control of the Cyber Claim to Northwoods and/or its insurer(s) and Northwoods will defend such Cyber Claim in Your name at Northwoods' expense, and will indemnify You against any liability actually paid by You, including but not limited to reasonable attorneys' fees and disbursements arising out of such Cyber Claim, to the extent that Northwoods' insurance policies provide coverage for such indemnification obligation. Northwoods' indemnification obligation set forth in this section is strictly limited to the coverage afforded such indemnification obligation pursuant to the terms of Northwoods' insurance policies. In the event such a breach is found, then Northwoods may terminate this SaaS Agreement. Notwithstanding the foregoing, Northwoods shall have no obligation to defend or indemnify You, and Northwoods will be defended and indemnified by You with respect to any Cyber Claim, to the extent that the Cyber Claim is based upon the sole negligence or willful misconduct of You. If You and Northwoods are both at fault in connection with the data breach, Northwoods' obligation to defend and indemnify shall be limited and proportional to the parties' relative fault.
- c) **IP Indemnification.** Notwithstanding the indemnification provisions of Exhibit C, Section X of the Underlying Agreement, in the event of any claim by a third party against You alleging that the use of the Northwoods Software infringes upon any intellectual property rights of such third party (the "IP Claim"), You will notify Northwoods and/or its insurer(s) of the IP Claim in writing within five (5) business days of the receipt of the IP Claim and tender sole control of the IP Claim to Northwoods and/or its insurer(s) and Northwoods will defend such IP Claim in Your name at Northwoods' expense, and will indemnify You against any liability actually paid by You, including but not limited to reasonable attorneys' fees and disbursements arising out of such IP Claim, to the extent that Northwoods' insurance policies provide coverage for such indemnification obligation. Northwoods' indemnification obligation set forth in this section is strictly limited to the coverage afforded such indemnification obligation pursuant to the terms of Northwoods' insurance policies. In the event such an infringement is found and Northwoods cannot either procure the right to continued use of the Northwoods Software, or replace or modify the Northwoods Software with a non-infringing program, then Northwoods may terminate this SaaS Agreement. Notwithstanding the foregoing, Northwoods shall have no obligation to defend or indemnify You, and Northwoods will be defended and

## ATTACHMENT 1 - SOFTWARE AS A SERVICE AGREEMENT

indemnified by You with respect to any IP Claim, to the extent that the IP Claim is based upon (i) the negligence or willful misconduct of You; (ii) the use of the Northwoods Software in combination with other products or services not made or furnished by Northwoods, provided that the Northwoods Software alone is not the cause of such IP Claim; or (iii) the modification of the Northwoods Software or any portion thereof by anyone other than Northwoods, provided that the Northwoods Software in unmodified form is not the cause of such IP Claim.

- 17) Confidentiality.
  - a) Each party (including its employees and agents) will use the same standard of care, but in no event less than reasonable care, that it uses to protect any confidential information of the other party that is disclosed during negotiation or performance of this SaaS Agreement. See also Exhibit C, Section V of the Underlying Agreement.
  - b) You will take adequate steps and security precautions to prevent unauthorized disclosure of information which is proprietary to Northwoods and/or the owner of the Third-Party Products. This includes but is not limited to: (i) instructing Your employees that have access to such information not to copy or duplicate the same or any part thereof and to withhold disclosure or access or reference thereto from unauthorized third parties; and (ii) maintaining proper control of passwords and security procedures to prevent unauthorized access to Your Database.
  - c) See Exhibit F of the Underlying Agreement.
- 18) Notices. See Exhibit C, Section XIII of the Underlying Agreement.
- 19) Assignments. See Exhibit C, Section XIV of the Underlying Agreement.
- 20) This SaaS Agreement shall be binding upon all parties hereto and upon their respective heirs, executors, administrators, successors, and permitted assigns.
- 21) Amendments. See Exhibit C, Section XX of the Underlying Agreement.
- 22) Severability. See Exhibit E, Section h of the Underlying Agreement.
- 23) Independent Contractor Status. See Exhibit C, Section XV of the Underlying Agreement.
- 24) If by reason of force majeure either party is unable in whole or in part to act in accordance with this SaaS Agreement, the party shall not be deemed in default during the continuance of such inability. The term “force majeure” as used herein shall include without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightning; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions. Each party, however, shall remedy with all reasonable dispatch any such cause to the extent within its reasonable control which prevents the party from carrying out its obligations contained herein.
- 25) Waiver. See Exhibit C, Section XXI of the Underlying Agreement.
- 26) Deleted.
- 27) Entire Agreement. See Section V of the Underlying Agreement.

**ATTACHMENT 1 - SOFTWARE AS A SERVICE AGREEMENT**

Attachment A1 -

*Omitted - See Exhibit B of the Underlying Agreement*

# ATTACHMENT 1 - SOFTWARE AS A SERVICE AGREEMENT

## Attachment B - Terms of Service

### 1) **USAGE GRANT:**

- a) Northwoods grants to You, for the Subscription Term, a non-exclusive, non-assignable (except as herein provided), non-transferable, right to access and use, and permit its Users to access and use, the Northwoods Software, in accordance with the Documentation, subject to the specified number of MAUs and solely for use by You in Your ordinary course of business, and only for capturing, storing, processing and accessing Your Data. You shall not make any use of the Northwoods Software in any manner not expressly permitted in this Attachment B.
- b) You acknowledge and understand that the Northwoods Software is available for use only during the term of this Agreement (as defined in the Underlying Agreement).
- c) You agree: (1) not to remove any Northwoods' notices in the Northwoods Software or Documentation; (2) not to sell, transfer, rent, distribute, make available, lease or sub-license the Software or Documentation to any third party; (3) not to alter or modify the Northwoods Software or Documentation; (4) attempt to gain unauthorized access to the Software or its related systems or networks; (5) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Northwoods Software; and (6) not to prepare derivative works from the Northwoods Software or Documentation.
- d) You may not assign, transfer or sublicense all or part of Your rights without the prior written consent of Northwoods; provided that Northwoods agrees that such consent shall not be unreasonably withheld in the case of any assignment by You of Your rights in their entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Your assets that assumes in writing all of Your obligations and duties under this Attachment B.
- e) The Northwoods Software may be bundled with software owned by third parties. Such third party software is available for use solely within the Northwoods Software and is not to be used on a stand-alone basis. Notwithstanding the above, You acknowledge that the Northwoods Software may include open source software governed by an open source license, in which case the open source license may grant you additional rights to such open source software.

### 2) **OWNERSHIP:**

- a) Notwithstanding the ownership of any customization made to the Northwoods Software for User or at User's request, Northwoods and its licensors retain all right, title, and interest in and to the Northwoods Software and related documentation and materials, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the Northwoods Software. The Northwoods Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Northwoods Software are transferred to You. You agree that nothing in this Agreement or associated documents gives You any right, title or interest in the Northwoods Software, except for the limited express rights granted herein.
- b) You (i) are responsible for the accuracy, quality, and legality of Your Data and the means by which You acquired Your Data, (ii) Your use of Your Data with the Software; and (iii) must use commercially reasonable efforts to prevent unauthorized access to or use of the Northwoods Software and notify Northwoods promptly of any such unauthorized access or use.

### 3) **CUSTOMER RESPONSIBILITIES:**

- a) In order to use the Northwoods Software, You must have or must obtain access to the internet, either directly or through devices that access Web-based Content. You must also provide all equipment necessary to make (and maintain) such connection to the internet.

## **ATTACHMENT 1 - SOFTWARE AS A SERVICE AGREEMENT**

- b) You agree to provide at least one (1) "System Administrator" responsible for the administration, supervision and management of the Software.
- c) You will provide and assign a unique password and usernames to each authorized user. You acknowledge and agree that You are prohibited from sharing passwords and or usernames with unauthorized users. You will be responsible for the confidentiality and use of Your (including Your employees') passwords and usernames. You agree to notify Northwoods if You become aware of any loss or theft or unauthorized use of any of Your passwords, usernames, and/or account number.

# ATTACHMENT 1 - SOFTWARE AS A SERVICE AGREEMENT

## Attachment C - Ongoing Support

### SUPPORT CENTER ACCESS

Ongoing support services are provided via Northwoods Support Center and generally will be available during the hours of 7:00 a.m. to 5:00 p.m., in the applicable time zone for the User, Monday through Friday, excluding Northwoods' holidays, or as otherwise provided by Northwoods to its end users in the normal course of its business, either by telephone or Northwoods Customer Portal, in accordance with the severity levels described below.

### ESCALATION / SEVERITY LEVELS

Issues will be generally categorized and handled according to an assigned severity level, as follows:

Severity Level	Description and Examples
Level 1 – High	Critical production issue affecting all users, including system unavailability and data integrity issues with no workaround available
Level 2 – Medium	System performance issue or bug affecting some but not all users. Short-term workaround is available, but not scalable
Level 3 – Low	Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Reasonable workaround available. Resolution required as soon as reasonably practicable

For Severity Level 1 issues, Users must call the Support Center.

For Severity Levels 2 and 3, Users should submit cases over the Web via the Northwoods Customer Portal.

Upon case submission, Users will be asked to provide their organization name, contact information and case details, and each case will be assigned a unique case number. A Northwoods Representative will use commercially reasonable efforts to call or e-mail the User within one (1) business day and will use commercially reasonable efforts to promptly resolve each case. Actual resolution time will depend on the nature of the case and the resolution. A resolution may consist of a fix, workaround or other solution in Northwoods' reasonable determination. Reproducible errors that cannot promptly be resolved will be escalated to higher support tiers for further investigation and analysis.

### TELEPHONE SUPPORT

The Telephone Support phone number is 833-323-2637

### SUBMITTING A CASE

Users may log a case as follows:

1. For Severity Levels 2 and 3 issues, use the Northwoods Customer Portal at <https://portal.teamnorthwoods.com> to click the "New Case" button and provide the requested information.
2. For Severity Level 1 issues, Users must call the Support Center.

### REPRODUCING ERRORS

Northwoods must be able to reproduce errors in order to resolve them. Customer agrees to cooperate and work closely with Northwoods to reproduce errors, including conducting diagnostic or troubleshooting activities as reasonably requested and appropriate. Also, subject to Customer's approval on a case-by-case basis, Users may be asked to provide remote access to their account and/or desktop system for troubleshooting purposes.

### EXCLUSIONS

Ongoing Support does not include any of the following:

## **ATTACHMENT 1 - SOFTWARE AS A SERVICE AGREEMENT**

- Assistance with password resets. Users should click the “Don’t remember your password?” link on the login page or contact their system administrator;
- Assistance with username(s). Users should contact their system administrator;
- Assistance with lockouts due to incorrect login attempts. Users should contact their system administrator to unlock the account, or wait for the lockout period to expire;
- Assistance in developing User-specific customizations;
- Assistance with non-Northwoods products, services or technologies, including implementation, administration or use of third-party enabling technologies such as databases, computer networks or communications systems; or
- Assistance with installation or configuration of hardware, including computers, hard drives, networks or printers.

Northwoods is also not responsible for providing, nor obligated to provide, support services under this Agreement if User requested integration services and changes are made to the source data subsequent to Northwoods performing the integration services. This includes, but is not limited to, (i) making changes to the format of the source data; (ii) changing, removing, or introducing new APIs; (iii) changing, removing, or introducing an enterprise service bus; and (iv) changing, removing, or introducing direct database access. Any request by User for Northwoods to support such an instance is available at the sole discretion of Northwoods and Northwoods reserves the right to bill for any such request on a time and materials basis at Northwoods’ then-current rates.

### **DOCUMENTATION AND VIDEOS**

Where applicable, all pertinent product documentation is available through the application’s help feature and/or Northwoods Customer Portal. Fully searchable and regularly updated, product documentation and videos provide customers with specifics around product features, functionality, configurable settings, and product updates.

# ATTACHMENT 1 - SOFTWARE AS A SERVICE AGREEMENT

## SCHEDULE C1 - Service Level Agreement

### Service Commitment

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

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

### Definitions

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

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

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

### Service Credits

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

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

### Credit Request and Payment Procedures

To receive a service credit, You must submit a claim by contacting the Northwoods Support Center. To be eligible, the credit request must be received by us by the end of the calendar month after which the incident occurred and must include:

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

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

### Hosting Services Exclusions

The Service Commitment does not apply to any Unavailability, suspension, or termination of Hosting Services: (i) caused by factors outside of our reasonable control, include any force majeure event or internet access or related problems beyond the demarcation point of the hosting data center; (ii) that result from any actions or inactions of You or a third party, including failure to acknowledge a recovery volume; (iii) that result from

## **ATTACHMENT 1 - SOFTWARE AS A SERVICE AGREEMENT**

Your equipment, software, or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); or (iv) that are due to any Scheduled Downtime (collectively, the “Hosting Services Exclusions”). If availability is impacted by factors others than those used in our System Availability Percentage calculation, then we may issue a service credit considering such factors at our discretion.

**ATTACHMENT 1 - SOFTWARE AS A SERVICE AGREEMENT**

ATTACHMENT D - Statement of Work

*Omitted - See Exhibit A of the Underlying Agreement*






# Contract Northwoods FY22-28 Traverse IHSSCYF V11 (002)

Final Audit Report

2022-10-24

Created:	2022-10-24
By:	Erin Duffy (erin.duffy@teamnorthwoods.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQp6bp0Hj9FP9HrrVfA8AHSEPhQ5NSqNO

## "Contract Northwoods FY22-28 Traverse IHSSCYF V11 (002)" History

-  Document created by Erin Duffy (erin.duffy@teamnorthwoods.com)  
2022-10-24 - 6:04:12 PM GMT- IP address: 68.55.152.106
-  Document emailed to Nick Patel (nick.patel@teamnorthwoods.com) for signature  
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-  Document e-signed by Nick Patel (nick.patel@teamnorthwoods.com)  
Signature Date: 2022-10-24 - 7:37:40 PM GMT - Time Source: server- IP address: 209.143.87.130
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