

BOS No. Orig: #18-142; Amd1 #19-139; Amd2 #23-170  
 Infor Legacy PO No. 2792  
 Infor Contract No. 113  
 Infor Ref No. 6565-2019-NORTHWOODS LOBBY MGT

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

This Third Amendment to Agreement No. 18-142 (“Third Amendment”) is made and entered into as of the last date signed below herein by and between the County of Yolo (“County”) and Northwoods Consulting Partners, Inc. (“Contractor”), jointly referred to as the “Parties” herein.

**WHEREAS**, on or about May 30, 2018, the Parties entered into Agreement No. 18-142 (“Agreement”); and

**WHEREAS**, on or about June 25, 2019, the Parties amended the Agreement via the First Amendment; and

**WHEREAS**, on or about June 27, 2023, the Parties further amended the Agreement via the Second Amendment; and

**WHEREAS**, the Parties would now like to amend the Agreement as previously amended to:

1. Revise **Paragraph II.A.** to add funding in the amount of \$5,940 for Fiscal Year (FY) 2023-24 for a new contract maximum amount of \$1,511,787; and
2. Revise **Exhibit A** to include migration services.

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

**1. Paragraph II.A.** of the Agreement is hereby amended to read as follows:

**A.** For the services described in Paragraph I above, and subject to the condition that the services have been completed in a manner satisfactory to the Director or his/her designee, Contractor shall be compensated as follows:

<b>Lobby Management &amp; Content Management Services</b>	<b>*Maintenance</b>
Fiscal Year 2018-19 July 1, 2018 through June 30, 2019	<b>\$298,520</b>
Fiscal Year 2019-20 July 1, 2019 through June 30, 2020	<b>\$270,000</b>
Fiscal Year 2020-21 July 1, 2020 through June 30, 2021	<b>\$280,000</b>
Fiscal Year 2021-22 July 1, 2021 through June 30, 2022	<b>\$290,000</b>
Fiscal Year 2022-23 July 1, 2022 through June 30, 2023	<b>\$301,000</b>
Fiscal Year 2023-24 July 1, 2023 through June 30, 2024	<b>\$72,267</b>
<b>TOTAL</b>	<b>\$1,511,787*</b>

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\*For budget purposes only - This amount is subject to change. Sales tax is not included, if applicable. If additional OnBase or Compass licenses are added, if Northwoods' partners or suppliers increase prices for any software "Covered" under Exhibit F, or if prices of already-purchased licenses are changed, the total will be adjusted.

The total amount of compensation to be paid to Contractor for the services required by this Agreement shall not exceed **ONE MILLION FIVE HUNDRED ELEVEN THOUSAND SEVEN HUNDRED EIGHTY-SEVEN DOLLARS (\$1,511,787)** for the period of **July 1, 2018 through June 30, 2024**, for all services performed pursuant to or in connection with this Agreement.

- 2. **Exhibit A** to the Agreement is hereby amended to read as attached.
- 3. All attachments to this Third Amendment are incorporated herein by this reference.
- 4. Except as specifically amended by this Third Amendment and any prior amendments, the Agreement shall remain in full force and effect according to its terms.

**IN WITNESS WHEREOF** the Parties have executed this Third Amendment as of the day and year last set forth below.

**CONTRACTOR**

DocuSigned by:  
*Gary Heinze*  
87BC667A66A748D  
Gary A. Heinze, President/CEO  
Northwoods Consulting Partners, Inc.

Date: 9/28/2023

**COUNTY OF YOLO**

\_\_\_\_\_  
Oscar E. Villegas, Chair  
Board of Supervisors

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

DocuSigned by:  
*Nolan Sullivan*  
D196B33D5DAB46E  
Nolan Sullivan, Director  
Health and Human Services Agency

Attest:  
Julie Dachtler, Senior Deputy Clerk  
Board of Supervisors

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

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

By: *Hope P. Welton*  
Hope P. Welton, Senior Deputy

## **EXHIBIT A – Project Statement of Work**

### **ORIGINAL PROJECT STATEMENT OF WORK LOBBY MANAGEMENT AND APPOINTMENT SCHEDULING SOLUTION & CONTENT MANAGEMENT SERVICES**

#### **I. Lobby Management**

- A.** Contractor shall provide lobby management and customer appointment scheduling services for all County eligibility and employment programs, including the following:
1. 290 COMPASS Appointment System user licenses, Kiosks, Lobby and Lobby Queue system support.
    - a. System maintenance and annual system support.
    - b. Periodic product evaluation.
    - c. Lobby Management Server Migration Professional Services.
    - d. System support training (as needed).

#### **II. Content Management Services**

- A.** Contractor shall provide a document imaging and content management system that allows for imaging, storing and retrieving case file documents for all eligibility, employment and In-Home Support Services programs, including the following:
1. 315 COMPASS Pilot (Documents, People and Tasks) user licenses, scanning stations, Task and Task Queues, and system support.
    - a. System maintenance and annual support.
    - b. Periodic product evaluation (like the check in report).
    - c. System support training (as needed).
  2. Application software:
    - a. Compass Pilot.
    - b. Compass Capture.
    - c. Compass Forms.
    - d. Compass PrintStream Processor.
    - e. Compass Task Tracker.
    - f. OnBase.

#### **III. Licensed Software**

- A.** Compass Appointments (290 licenses)
- B.** Compass Appointments Kiosk (3 licenses)
- C.** Compass Appointments Lobby (2 licenses)
- D.** Compass Appointments Lobby Queue (20 licenses)
- E.** Compass Connect for iOS (23 licenses)
- F.** Compass Capture Desktop (112 licenses)
- G.** Compass Connect for Data Migration (1 license)

## **EXHIBIT A – Project Statement of Work**

- H.** Compass Connect for Coaches iOS (5 licenses)
- I.** Compass Connect for Print Streams (291 licenses)
- J.** Compass CoPilot for iOS (28 licenses)
- K.** Compass Forms (291 licenses)
- L.** Compass Forms Center Manager (1 license)
- M.** Compass Capture Self Scan Kiosk (3 licenses)
- N.** Compass Documents (347 licenses)
- O.** Compass People (347 licenses)
- P.** Compass Tasks (347 licenses)
- Q.** OnBase Multi-User Server (1 license)
- R.** OnBase Named User Client (350 licenses)
- S.** OnBase Document Import Processor (1 license)
- T.** OnBase Application Enabler (1 license)
- U.** OnBase DVD Authoring (1 license)
- V.** OnBase Distributed Disk Services (1 license)
- W.** OnBase Virtual Print Driver (1 license)
- X.** OnBase Unity Integration Toolkit (1 license)

### **IV. Server Migration Services**

See Work Order, attached hereto and incorporated herein by this reference.



**NORTHWOODS®**

# Work Order

## Server Migration Services

### Presented to

Yolo County, California  
Health and Human Services Agency

### Contact Information

Address: 25 N. Cottonwood St.  
Woodland, CA 95695  
Contact: James McMahon  
Phone: 530-661-2643  
Email: [james.mcmahon@yolocounty.org](mailto:james.mcmahon@yolocounty.org)

### Document Version

Version 2.0

### Date

August 15, 2023



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## Objectives and Scope

Yolo County Health and Human Services Agency (Yolo HHSA) is seeking assistance with migrating Compass Appointments from the county's existing server(s) to new server(s) featuring Windows Server 2019 and Microsoft SQL Server 2019.

To accomplish this objective, Northwoods will provide Yolo HHSA with professional services, inclusive of server migration services, software upgrades, and system testing.

## Work Requirements

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

### Phase 1

Code #	Description	Responsible Party
1.1	Meet with the Yolo HHSA Project Manager to discuss the Work Order's overall objectives and scope	Northwoods
1.2	Meet with the Northwoods Project Manager to discuss the Work Order's overall objectives and scope	Yolo HHSA
1.3	Develop the baseline project schedule	Northwoods
1.4	Validate existing server configuration	Northwoods
1.5	Validate existing software configuration	Northwoods
1.6	Provision new server(s) (virtual or physical) to replace Yolo HHSA's existing servers, which include: <ul style="list-style-type: none"> <li>• 1 production application server</li> <li>• 1 production SQL database server</li> <li>• 1 non-production application server</li> </ul>	Yolo HHSA
1.7	Install Windows Server 2019 on the new server environments	Yolo HHSA
1.8	Complete new server Windows setup, including configuring server backup options and installing server roles and features	Yolo HHSA



Code #	Description	Responsible Party
1.9	Install Microsoft SQL Server 2019 on the new server environments, inclusive of the following: <ul style="list-style-type: none"> <li>• SQL Server Management Studio</li> <li>• SQL Server Integration Tools</li> <li>• SQL Server Data Tools</li> </ul>	Yolo HHSA
1.10	Grant Northwoods escorted or direct server access (with individual user name)	Yolo HHSA

## Phase 2

Code #	Description	Responsible Party
2.1	Set up server folder structure	Northwoods
2.2	Backup and restore Yolo HHSA's Compass Appointments database	Northwoods
2.3	Update database compatibility to Microsoft SQL Server 2019	Northwoods
2.4	Recreate the previous servers' SQL maintenance jobs, with regards to Compass Appointments, in the new non-production environment	Northwoods
2.5	Upload applicable code to the new non-production server to facilitate server migration	Northwoods
2.6	Install and upgrade Compass Appointments client on Yolo HHSA's new non-production server(s) to Compass Appointments 6.6.80 or greater	Northwoods
2.7	Perform system and application testing in the non-production environment, ensuring software functions as intended	Yolo HHSA
2.8	Assist with system and application testing if needed, ensuring software functions as intended	Northwoods
2.9	Test deploying software to test end users, as needed	Yolo HHSA
2.10	Assist with test deployment, as needed	Northwoods



### Phase 3

Code #	Description	Responsible Party
3.1	Set up server folder structure	Northwoods
3.2	Backup and restore Yolo HHSA's Compass Appointments database	Northwoods
3.3	Update database compatibility to Microsoft SQL Server 2019	Northwoods
3.4	Recreate the previous servers' SQL maintenance jobs, with regards to Compass Appointments, in the new production environment(s)	Northwoods
3.5	Upload applicable code to the new production server(s) to facilitate server migration	Northwoods
3.6	Install and upgrade Compass Appointments client on Yolo HHSA's new production server(s) to Compass Appointments 6.6.80 or greater	Northwoods
3.7	Perform system and application testing in the production environment, ensuring software functions as intended	Yolo HHSA
3.8	Assist with system and application testing if needed, ensuring software functions as intended	Northwoods
3.9	Deploy Compass Appointments to end users	Yolo HHSA
3.10	Assist with deployment, as needed	Northwoods

### Phase 4

Code	Description	Responsible Party
4.1	Meet with the Yolo HHSA Project Manager to review Work Order closeout and acceptance procedures	Northwoods
4.2	Meet with the Northwoods Project Manager to discuss Work Order closeout	Yolo HHSA
4.3	Formally close out the Work Order	Northwoods
4.4	Accept the Work Order's completion and sign the " <a href="#">Final Acceptance of Project</a> " portion of the Work Order	Yolo HHSA



## General Assumptions

The following assumptions are made regarding the project:

- Yolo HHSA will identify a single point of contact within the agency and provide Northwoods with the appropriate contact information.
- All project participants will provide adequate resources (people and equipment) to complete all tasks based within time frames established in a mutually agreed-upon work plan.
- Yolo HHSA will provide Northwoods with the appropriate security and network access levels to all support systems related to the project.
- Northwoods will deliver all services associated with this project remotely.
- Yolo HHSA will be responsible for provisioning applicable Windows Server 2019 and Microsoft SQL Server 2019 licenses for the agency's new server(s).
- Northwoods will provide server migration and system testing services for the following new Yolo HHSA servers:
  - 1 production application server
  - 1 production SQL database server
  - 1 non-production application server
- Migrating OnBase by Hyland Software or Compass Pilot, including migrating Compass Pilot from the non-production server, is considered outside of project scope.

## Work Order Acceptance Procedures

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

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



## Work Order and Project Acceptance

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

### Acceptance of the Work Order by Yolo HHSA:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

### Final Acceptance of Project by Yolo HHSA:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date