

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Northwoods Consulting Partners, Inc. with an address at 5200 Rings Road Dublin, OH 43017 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Laura Mejia at phone number (805) 346-7312 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Cale Bryan at phone number (916) 633-0213 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advanced written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery, email, or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Laura Mejia, 2125 South Centerpointe Parkway, Santa Maria, CA 93454
l.Mejia@sbcsocialserv.org

To CONTRACTOR: Sarah Edwards, 5200 Rings Road, Dublin, OH 43017
sarah.edwards@teamnorthwoods.com

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A ("Statement of Work") attached hereto and incorporated herein by reference. The Parties may modify the requirements of any Statement of Work through a written change order, and such written change order will become part of the respective Statement of Work when executed by authorized representatives of both parties.

4. TERM

CONTRACTOR shall commence performance on May 18, 2021. The initial term of this Agreement is for a period of three (3) years from the Subscription Start Date. At the expiration of the initial term, this Agreement may be renewed by COUNTY on an annual basis on the anniversary of the Subscription Start Date for two additional one (1) year terms ("Option Terms").

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in EXHIBIT A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever required according to the Termination section of this Agreement, per the terms of this section.

Upon receipt of a termination notice and/or request by COUNTY and within five business days CONTRACTOR will make COUNTY data available to COUNTY for export or download. Specifically, CONTRACTOR will also provide COUNTY with an encrypted hard drive containing 1) all data stored in the database in a format that is comparable to

a relational database backup; and 2) all other content in the original format in which it was collected (e.g., jpeg or mp3) at no additional cost to COUNTY.

CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. LIMITATION OF LIABILITY

NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY COUNTY HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID AND PAYABLE BY COUNTY HEREUNDER. The foregoing limitation upon the types of damages and amounts of liability shall not apply to: (i) indemnification obligations of CONTRACTOR; (ii) losses or claims arising from CONTRACTOR's failure to comply with the confidentiality requirements; (iii) losses arising from CONTRACTOR's repudiation of or unexcused refusal to continue services under the Agreement; (iv) losses arising out of the willful misconduct, fraud, or gross negligence of CONTRACTOR; (v) losses arising from any breach of obligation to comply with laws; (vi) losses or claims to the extent the loss or claim is covered by a policy of insurance required by this Agreement; and (vii) claims for property damage or personal injury. To the extent permitted by law and subject to the exceptions set forth herein, neither Party shall be liable for any special, incidental, indirect, or consequential damages for lost profits, revenues, savings, or the loss of use of any data.

16. CYBER/SECURITY BREACH INDEMNIFICATION

In the event of any claim by a third party against COUNTY (the "Cyber Claim"), alleging that COUNTY and/or Northwoods caused a breach of the security, confidentiality, or integrity of COUNTY Data, COUNTY 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 COUNTY's name at CONTRACTOR's expense, and will indemnify COUNTY against any liability actually paid by COUNTY, including but not limited to reasonable attorneys' fees and disbursements arising out of such Cyber Claim, to the extent that CONTRACTOR's insurance policies provide coverage for such indemnification obligation. CONTRACTOR's indemnification obligations set forth in this section is strictly limited to the coverage afforded such indemnification obligation pursuant to the terms of CONTRACTOR's insurance policies. In the event such a breach is found, then

CONTRACTOR may terminate this Agreement. Notwithstanding the foregoing, CONTRACTOR shall have no obligation to defend or indemnify COUNTY, and CONTRACTOR will be defended and indemnified by COUNTY with respect to any Cyber Claim, to the extent that the Cyber Claim is based upon the sole negligence or willful misconduct of COUNTY. If COUNTY and CONTRACTOR are both at fault in connection with the data breach, CONTRACTOR's obligation to defend and indemnify shall be limited and proportional to the parties' relative fault.

17. INSURANCE

CONTRACTOR agrees to the insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

18. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

19. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

20. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

21. TERMINATION

A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for non-appropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
2. **For Non-appropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
 - C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain, in accordance with County Property and Information, section 13 of this Agreement. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

22. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

23. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

24. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

25. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

26. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence

therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

27. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

28. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

29. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

30. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

31. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

32. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

33. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

34. PRECEDENCE

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between Exhibits A through E will be resolved in the order in which they are listed below.

Exhibit A – Statement of Work

SOW Attachment 1 – Sample Change Request Form

SOW Attachment 2 – Sample Project Acceptance Form

Exhibit B – Payment Arrangements

Exhibit C – Insurance Requirements

Exhibit D – Northwoods Ongoing Support

35. STATE ENERGY CONSERVATION PLAN

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

36. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

A. CONTRACTOR, by signing this Agreement, hereby certifies to the best of his, her or its knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the COUNTY and in accordance with the instructions found therein.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CONTRACTOR also agrees by signing this document that he, she or it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

37. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). CONTRACTOR shall promptly disclose, in writing, to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award,

performance, or closeout of this contract or any subcontract thereunder, the CONTRACTOR has credible evidence that a principal, employee, agent, or subcontractor of the CONTRACTOR has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

38. MANDATORY DISCLOSURE

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Contractor is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 OR 45 CFR §75.371. Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 376 and 31 U.S.C. 3321.)

39. SUBAWARD

CONTRACTOR shall comply with the requirements of 2 CFR Part 2900, which are hereby incorporated by reference in this Agreement.

40. PROCUREMENT OF RECOVERED MATERIALS

CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

41. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

CONTRACTOR shall comply with the requirements of 45 CFR Part 75 which are hereby incorporated by reference in this Agreement.

42. DRUG FREE WORKPLACE

CONTRACTOR must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 382, which adopts the Governmentwide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

43. CONFIDENTIALITY

CONTRACTOR will be in compliance with all applicable federal and state laws and regulations related to privacy and security matters, including, but not limited to, the privacy and security safeguards agreement titled Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and COUNTY. Attachment I of the RFP 20-05 (Document Imaging Services) shall be incorporated herein by reference.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Northwoods Consulting Partners, Inc.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY ("Effective Date").

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Bob Nelson, Chair
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Department of Social Services

By: _____
Daniel Nielson, Director

CONTRACTOR:

Northwoods Consulting Partners, Inc.

By: _____
Authorized Representative

Name: Sarah Edwards
Title: General Counsel / CAO

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Northwoods Consulting Partners, Inc.**

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ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Bob Nelson, Chair
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Department of Social Services

CONTRACTOR:

Northwoods Consulting Partners, Inc.

By:  _____
Daniel Nielson, Director

By: _____
Authorized Representative

Name: _____

Title: _____


APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By:  _____
D1C5651FD1B9492...
Deputy County Counsel

By:  _____
02B49B53797F440...
Deputy

APPROVED AS TO FORM:

Risk Management

By:  _____
D3DB8526E16F47F...
Risk Management

EXHIBIT A

STATEMENT OF WORK

Hyland Enterprises Subscription package is based on COUNTY'S DI Imaging Request For Proposal (RFP) #20-05 Document Imaging (DI) System, dated, August 3, 2020 incorporated by reference and CONTRACTOR'S response, also incorporated by reference.

CONTRACTOR is an authorized Solutions Partner of Hyland and shall provide all aspects of design, configuration, procurement, training, installation, and maintenance support to the COUNTY.

1. Definitions:

A. Standard Functions Labor includes the following CONTRACTOR services:

- i. Project management
- ii. Review and document each Business Unit implementation sequence
- iii. Review, understand and document all current DI processes
- iv. Review, demonstrate and document how new DI system will work in COUNTY environment
- v. Review, confirm, and document interface(s) requirements to the County systems
- vi. Review and advise bandwidth requirements including Security and Encryption, when accessing the new DI system
- vii. Confirm DI System elements and types of licenses required for COUNTY
- viii. Review, document, and test full conversion of existing DI data to the new system
- ix. Configure and test DI system
- x. Configure, program, install all vendor provided equipment and software
- xi. Training: Two weeks of onsite customized training to include:
 - a. Train-the-Trainer
 - b. System administration training for the installed applications
 - c. Customized training modules for each Program/Unit
- xii. Helpdesk - Cutover/Go Live Support for each phase

B. Form Labor includes the following CONTRACTOR services:

- i. Project management
- ii. Review and document each Business Unit implementation sequence
- iii. Review, understand and document all current DI processes
- iv. Review, demonstrate and document how new DI Forms will work in COUNTY environment
- v. Confirm DI System elements and types of licenses required for COUNTY
- vi. Review, document, and test full conversion of existing DI Forms to the new system
- vii. Configure and test DI system forms
- viii. Training: System administration training for Forms

C. Workflow Labor includes the following CONTRACTOR services:

- i. Project management
- ii. Review and document each Business Unit implementation sequence
- iii. Review, understand and document all current DI processes

- iv. Review, demonstrate and document how new DI Workflows/Signatures will work in COUNTY environment
- v. Confirm DI System elements and types of licenses required for COUNTY
- vi. Review, document, and test full conversion of existing DI Workflow to the new system
- vii. Configure and test DI system Workflows/Signatures
- viii. Training: System administration training for Workflows/Signatures

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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 Northwoods to implement its document imaging solution, consisting of OnBase by Hyland Software components, within Santa Barbara County, California Department of Social Services (Santa Barbara DSS).

This SOW specifies the work to be done by the Northwoods Consulting Partners, Inc. (Northwoods) Project team in providing the professional services associated with the Santa Barbara DSS Document Imaging Solution Project (the Project). Any requests for services that exceed the scope specified in this SOW are subject to Project change management.¹

E_____

¹ See "[Appendix C: Project Change Management](#)" on page C-1.

Project Scope

The Project objective is for Northwoods to provide Santa Barbara DSS with Northwoods' document imaging solution within the following business units:

- Child Welfare Services (CWS)
- In Home Care Network (IHCN)
- In Home Supportive Services (IHSS)
- Fiscal
- Human Resources (HR)
- IT – DSS

Deliverables

The following are deliverables for the Project:

- Project Management
- Baseline Project Schedule
- Business Process Analysis
- Custom Taxonomy Development
- System Design Document
- Electronic Forms Conversion Workshop
- System Testing
- System Testing Results
- Train-the-Trainer Workshops
- System Administration Training
- Business Integration Support (BIS)

Deliverable review procedures are described in "[Appendix A: Deliverable Review Procedures](#)" on page 1 while deliverable acceptance criteria and general descriptions of the Project's deliverables are provided in "[Appendix B: Deliverable Acceptance Criteria](#)" on page 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 primary roles:

Role	Responsibilities
Project Manager	Manages the Project implementation approach, staffing, responsibilities, and delivery of services. Serves as the primary point of contact with Santa Barbara DSS. Ensures the Northwoods Project team delivers services in accordance with the Baseline Project Schedule deliverable and this SOW. Oversees and supports Project resources. Responsible for day-to-day Project quality assurance. Ensures Project deliverables are appropriately developed and submitted in a timely manner.
Solution Analyst	Coordinates and leads business process analysis activities with Santa Barbara DSS. Works with Santa Barbara DSS to accurately identify existing and future business processes. Maps Santa Barbara DSS business processes to document imaging solution functionality (documented within the System Design Document deliverable). Develops a Santa Barbara DSS-specific document imaging taxonomy, which will enable business units to appropriately index and retrieve documents within OnBase. Provides train-the-trainer workshop(s) to identified Santa Barbara DSS business units. Participates in business integration support (BIS) activities.
Solution Architect	Participates in technical discovery sessions. Designs ETL processes according to the System Design Document deliverable. Ensures the document imaging solution properly utilizes applicable Santa Barbara DSS system data. Responsible for incorporating Santa Barbara DSS' custom taxonomy into OnBase and building Santa Barbara DSS-specific service deliveries within the application. Provides consultation on how Santa Barbara DSS should deploy the document imaging solution to end-user workstations.

Santa Barbara DSS Key Project Team Roles

The Santa Barbara DSS Project team will include at least the following key roles:

Role	Responsibility
Project Sponsor	Responsible for auditing progress toward Project objectives. Provides executive sponsorship for the Project and authorizes release of payment according to Contract terms.

Role	Responsibility
Project Manager	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 document imaging solution. Ensures that solution adoption continues to increase after the Project is completed.
IT Project Manager	Responsible for facilitating access to systems that are required for document imaging solution extract, transform, load (ETL) processes. Validates document imaging solution design.
Subject Matter Experts (SMEs)	Responsible for participating in business process analysis with Northwoods staff, as well as other identified activities.
Electronic Forms Designers	Responsible for designing electronic forms within the document imaging solution
Trainers	Responsible for participating in train-the-trainer workshops(s), delivered by Northwoods staff. Instructs agency end users on how to appropriately utilize the document imaging system.
System Administrators	Performs for system administration activities, which includes: provisioning user accounts within OnBase; installing peripheral devices; installing and configuring network drives and VPNs, providing Santa Barbara DSS end users with first-line technical support; creating and managing any post-implementation document imaging solution configurations; creating and managing any customer-side integrations associated with ETL data exports.
ETL Subject Matter Experts	Responsible for generating Santa Barbara DSS data export files for the ETL processes.

Work Requirements

This section defines the work requirements, organized by phase, that will be performed by both Northwoods and Santa Barbara DSS as part of Document Imaging Solution Project.

Definitions: The following definitions apply to capitalized terms in performing the work..

1. Subscription Start Date means ninety (90) days after provisioning of software as outlined in Phase 2 – Design, Section 2.9 in Exhibit A Statement of Work.
2. Cloud Software or Software is defined as Hyland software and licenses provided, managed and installed by CONTRACTOR, in response to the Request For Proposal (RFP)# 20-05 Document Imaging (DI) System.
3. Cloud Labor or Labor cohorts are defined as services performed by CONTRACTOR as set forth in the Exhibit A Statement of Work, and may include Standard Functions, Forms, and/or Workflows.
4. Contingency is defined as any additional Software licenses or that may be needed during the life of the contract.
5. Amazon Web Services is a FedRAMP-compliant solution hosted in the United States.

Phase 0: All Project Phases

The following work requirements define the specific tasks the Northwoods Project team and Santa Barbara DSS 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 Santa Barbara DSS Project Manager.

Code	Description	Responsible Party	Participating Project Role(s) ²
0.1	Facilitate status review meetings throughout the duration of the Project to review progress and detailed plans, and identify and communicate potential risks and issues that may affect the schedule, budget, or deliverables	Northwoods	<ul style="list-style-type: none"> Project Manager
0.2	Attend status review meetings	Santa Barbara DSS	<ul style="list-style-type: none"> Project Sponsor Project Manager IT Project Manager
0.3	Prepare and distribute written status reports, including updates pertaining to Project deliverables	Northwoods	<ul style="list-style-type: none"> Project Manager
0.4	Review written status reports	Santa Barbara DSS	<ul style="list-style-type: none"> Project Sponsor Project Manager IT Project Manager

Phase 1: Startup

Project startup represents one of the most important aspects of the overall Project. It focuses specifically on planning and communication. Without a solid foundation and plan, the rest of the Project can be uncoordinated and difficult to manage. During this phase, we focus on all aspects of Project initiation and planning, which allows us to monitor, control, and complete the Project within time and budget constraints while meeting all required deliverables.

Code	Description	Responsible Party	Participating Project Role(s)
1.1	Identify Northwoods Project team members and provide the Santa Barbara DSS Project Manager with appropriate contact information	Northwoods	<ul style="list-style-type: none"> Project Manager

E_____

² Additional Northwoods and Santa Barbara DSS roles may be involved in the work activities listed throughout "[Phase 0: All Project Phases](#)" on an ad hoc basis.

Code	Description	Responsible Party	Participating Project Role(s)
1.2	Introduce Santa Barbara DSS to their dedicated Northwoods Customer Success Manager	Northwoods	<ul style="list-style-type: none"> Project Manager
1.3	Identify and assign the Santa Barbara DSS Project team members	Santa Barbara DSS	<ul style="list-style-type: none"> Project Manager IT Project Manager
1.4	Facilitate planning meeting with the Project Sponsor and other key stakeholders to: <ul style="list-style-type: none"> Outline Project goals Establish roles and responsibilities of team members Clarify the expectations of all parties Create a shared commitment toward Project success 	Northwoods	<ul style="list-style-type: none"> Project Manager
1.5	Attend planning meeting with the Northwoods Project team	Santa Barbara DSS	<ul style="list-style-type: none"> Project Sponsor Project Manager IT Project Manager
1.6	Facilitate technology meeting with Santa Barbara DSS to identify technical requirements and discuss implementation timelines	Northwoods	<ul style="list-style-type: none"> Project Manager Solution Architect
1.7	Attend technology meeting with Northwoods	Santa Barbara DSS	<ul style="list-style-type: none"> Project Manager IT Project Manager
1.8	Review Project management procedures with the Santa Barbara DSS Project Manager	Northwoods	<ul style="list-style-type: none"> Project Manager
1.9	Review the format and frequency of status reports with the Santa Barbara DSS Project Manager	Northwoods	<ul style="list-style-type: none"> Project Manager

Code	Description	Responsible Party	Participating Project Role(s)
1.10	Develop and submit the Baseline Project Schedule deliverable, which will document each business unit's implementation sequence, to the Santa Barbara DSS Project Manager for review	Northwoods	<ul style="list-style-type: none"> Project Manager
1.11	Evaluate and approve the Baseline Project Schedule deliverable	Santa Barbara DSS	<ul style="list-style-type: none"> Project Manager IT Project Manager
1.12	Provide the Santa Barbara DSS Project Manager with work activities and target completion dates required for Santa Barbara DSS and Santa Barbara DSS Project team members	Northwoods	<ul style="list-style-type: none"> Project Manager
1.13	Schedule agency staff for Project kickoff meeting	Santa Barbara DSS	<ul style="list-style-type: none"> Project Manager
1.14	Lead Project kickoff meeting with the Santa Barbara DSS Project Manager	Northwoods	<ul style="list-style-type: none"> Project Manager
1.15	Attend Project kickoff meeting	Santa Barbara DSS	<ul style="list-style-type: none"> Project Sponsor Project Manager IT Project Manager SMEs Electronic Forms Designers Trainers System Administrators ETL SMEs
1.16	Validate document imaging solution components, types of licenses, and license quantities with Santa Barbara DSS	Northwoods	<ul style="list-style-type: none"> Project Manager Solution Analyst Solution Architect

Code	Description	Responsible Party	Participating Project Role(s)
1.17	Validate document imaging solution components, types of licenses, and license quantities with Northwoods	Santa Barbara DSS	<ul style="list-style-type: none"> • Project Manager • IT Project Manager • System Administrators

Phase 2: Design

This phase includes the objectives and responsibilities for designing the business and system requirements for the Document Imaging Solution Project.

Code	Description	Responsible Party	Participating Project Role(s)
2.1	Facilitate business process analysis sessions with Santa Barbara DSS SMEs, which will enable Northwoods to: <ul style="list-style-type: none"> • Review, understand, and document—within the System Design Document deliverable—all current Santa Barbara DSS document imaging processes • Review, demonstrate, and document—within the System Design Document deliverable—how new forms will function within OnBase • Develop a Santa Barbara DSS-specific document imaging taxonomy 	Northwoods	<ul style="list-style-type: none"> • Project Manager • Solution Analyst
2.2	Participate in all business process analysis sessions	Santa Barbara DSS	<ul style="list-style-type: none"> • SMEs
2.3	Facilitate technical discovery sessions with Santa Barbara DSS IT staff, which will enable Northwoods to review, confirm, and document—within the System Design Document deliverable—County system interface requirements	Northwoods	<ul style="list-style-type: none"> • Project Manager • Solution Architect

Code	Description	Responsible Party	Participating Project Role(s)
2.4	Participate in all technical discovery sessions	Santa Barbara DSS	<ul style="list-style-type: none"> IT Project Manager ETL SMEs System Administrators
2.5	Provide bandwidth specifications required to meet minimum requirements for network connectivity	Northwoods	<ul style="list-style-type: none"> Project Manager Solution Architect
2.6	Develop and submit the System Design Document deliverable—detailing document imaging solution functionality, taxonomy, and processes— to the Santa Barbara DSS Project Manager for review	Northwoods	<ul style="list-style-type: none"> Project Manager Solution Analyst Solution Architect
2.7	Evaluate and approve the System Design Document deliverable	Santa Barbara DSS	<ul style="list-style-type: none"> Project Manager IT Project Manager
2.8	Grant Northwoods applicable access to Santa Barbara DSS network(s) and system(s), as identified in the System Design Document deliverable	Santa Barbara DSS	<ul style="list-style-type: none"> IT Project Manager System Administrators ETL SMEs
2.9	Provision and configure server environment(s) within Amazon Web Services (AWS), which include the following: <ul style="list-style-type: none"> 1 OnBase test environment 1 OnBase production environment 	Northwoods	<ul style="list-style-type: none"> Solution Architect
2.10	Perform initial OnBase configuration, configuring security groups, keywords, taxonomy, and confidential cases, according to the System Design Document within the AWS-provisioned development environment	Northwoods	<ul style="list-style-type: none"> Solution Analyst Solution Architect
2.11	Provide Northwoods with initial ETL data import file(s), as specified within the System Design Document deliverable	Santa Barbara DSS	<ul style="list-style-type: none"> IT Project Manager ETL SMEs System Administrators

Code	Description	Responsible Party	Participating Project Role(s)
2.12	Configure Santa Barbara DSS-specific ETL processes, which will enable OnBase to leverage data from the following disparate systems: <ul style="list-style-type: none"> • docSTAR • Child Welfare Services (CWS)/Case Management System (CMS) • Case Management, Information and Payrolling System (CMIPS) • Starfish • Human Capital Management (HCM) 	Northwoods	<ul style="list-style-type: none"> • Solution Architect
2.13	Configure up to 22 Santa Barbara DSS-specific workflows and electronic signature processes within OnBase	Northwoods	<ul style="list-style-type: none"> • Solution Analyst • Solution Architect
2.14	Provide Santa Barbara DSS Forms Designers with an Electronic Forms Conversion Workshop, which will review, demonstrate, and document how new forms will work within OnBase and provide Santa Barbara DSS Forms Designers with in-depth instruction on how to design electronic forms within OnBase.	Northwoods	<ul style="list-style-type: none"> • Project Manager • Solution Analyst
2.15	Participate in the Electronic Forms Conversion Workshop	Santa Barbara DSS	<ul style="list-style-type: none"> • Electronic Forms Designers
2.16	Review existing forms library and update existing forms as needed to prepare for electronic conversion	Santa Barbara DSS	<ul style="list-style-type: none"> • Electronic Forms Designers
2.17	Begin migrating a subset of docSTAR documents into OnBase, which will assist Northwoods with validating the docSTAR ETL process within “Phase 3: Test”	Northwoods	<ul style="list-style-type: none"> • Solution Architect

Phase 3: Test

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

Code	Description	Responsible Party	Participating Project Roles
3.1	Perform system testing within the solution’s test environment to ensure OnBase and configured ETL processes are functioning correctly	Northwoods	<ul style="list-style-type: none"> • Project Manager • Solution Analyst • Solution Architect
3.2	Modify the document imaging solution, as necessary	Northwoods	<ul style="list-style-type: none"> • Solution Architect
3.3	Promote the document imaging solution to the AWS-provisioned production environment	Northwoods	<ul style="list-style-type: none"> • Solution Architect
3.4	Perform system testing within the solution’s production environment to ensure OnBase and configured ETL processes are functioning correctly	Northwoods	<ul style="list-style-type: none"> • Project Manager • Solution Analyst • Solution Architect
3.5	Modify the document imaging solution, as necessary	Northwoods	<ul style="list-style-type: none"> • Solution Architect
3.6	Develop and submit the System Test Results deliverable to the Santa Barbara DSS Project Manager	Northwoods	<ul style="list-style-type: none"> • Project Manager • Solution Analyst • Solution Architect
3.7	Evaluate the System Test Results deliverable	Santa Barbara DSS	<ul style="list-style-type: none"> • Project Manager • IT Project Manager
3.8	Grant Northwoods authorization to proceed with full agency implementation	Santa Barbara DSS	<ul style="list-style-type: none"> • Project Sponsor • Project Manager • IT Project Manager

Phase 4: Deploy

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

Code	Description	Responsible Party	Participating Project Roles
4.1	Migrate remaining docSTAR documents into the OnBase production environment	Northwoods	<ul style="list-style-type: none"> Solution Architect
4.2	Consult on the deployment methodology for OnBase software	Northwoods	<ul style="list-style-type: none"> Project Manager Solution Architect
4.3	Deploy OnBase software to end-user workstations	Santa Barbara DSS	<ul style="list-style-type: none"> IT Project Manager System Administrators
4.4	Develop and submit the Training Schedule deliverable to the Santa Barbara DSS Project Manager for review	Northwoods	<ul style="list-style-type: none"> Project Manager Solution Analyst
4.5	Evaluate and approve the Training Schedule deliverable	Santa Barbara DSS	<ul style="list-style-type: none"> Project Manager
4.6	Schedule training sessions, create rosters, and provide training equipment and logistical support	Santa Barbara DSS	<ul style="list-style-type: none"> Project Manager
4.7	Deliver System Administration Training session for up to 5 Santa Barbara DSS system administrators	Northwoods	<ul style="list-style-type: none"> Project Manger Solution Architect
4.8	Participate in the System Administration Training session	Santa Barbara DSS	<ul style="list-style-type: none"> IT Project Manager System Administrators
4.9	Deliver train-the-trainer workshop(s) to Santa Barbara DSS' trainers, which will be applicable to the following business units	Northwoods	<ul style="list-style-type: none"> Project Manager Solution Analyst
4.10	Attend the train-the-trainer workshop(s)	Santa Barbara DSS	<ul style="list-style-type: none"> Trainers

Code	Description	Responsible Party	Participating Project Roles
4.11	Provide business integration support (BIS) in conjunction with Santa Barbara DSS trainers delivering full end-user training, which will ensure Santa Barbara DSS end users are appropriately supported as they utilize the document imaging solution	Northwoods	<ul style="list-style-type: none"> Project Manager Solution Analyst
4.12	Deliver end-user training to CWS unit end users	Santa Barbara DSS	<ul style="list-style-type: none"> Trainers
4.13	Deliver end-user training to IHCN unit end users		<ul style="list-style-type: none"> Trainers
4.14	Deliver end-user training to IHSS end users	Santa Barbara DSS	<ul style="list-style-type: none"> Trainers
4.15	Deliver end-user training to Fiscal unit end users	Santa Barbara DSS	<ul style="list-style-type: none"> Trainers
4.16	Deliver end-user training to HR unit end users	Santa Barbara DSS	<ul style="list-style-type: none"> Trainers
4.17	Decommission the OnBase development environment and OnBase test environment	Northwoods	Solution Architect
4.18	Validate solution design and consult on operational procedures	Santa Barbara DSS	<ul style="list-style-type: none"> IT Project Manager
4.19	Update configuration of the document imaging solution as needed	Northwoods	<ul style="list-style-type: none"> Solution Architect

Phase 5: Closeout

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

Code	Description	Responsible Party	Participating Project Roles
5.1	Review outstanding issues with the Santa Barbara DSS Project Manager	Northwoods	<ul style="list-style-type: none"> Project Manager
5.2	Review Project Acceptance Criteria with the Santa Barbara DSS Project Manager	Northwoods	<ul style="list-style-type: none"> Project Manager

Code	Description	Responsible Party	Participating Project Roles
5.3	Review maintenance and support protocol/procedures with Santa Barbara DSS, introducing the agency to their Northwoods Support Specialist(s)	Northwoods	<ul style="list-style-type: none"> Project Manager
5.4	Submit Project Acceptance form for signoff	Northwoods	<ul style="list-style-type: none"> Project Manager
5.5	Approve Project acceptance	Santa Barbara DSS	<ul style="list-style-type: none"> Project Sponsor Project Manager IT Project Manager
5.6	Perform administrative closure: final invoicing; collection and archival of Project records; release of Project resources (for example, staff, facilities, and automated systems)	Northwoods	<ul style="list-style-type: none"> Project Manager

Project Assumptions

The following assumptions and exclusions have been used to develop Northwoods' statement of work and cost. Deviations from these assumptions may lead to commensurate changes in the level of effort and fees necessary to meet Project requirements and will be handled through the change control process described in [Appendix C](#).

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	Santa Barbara DSS will provide: <ul style="list-style-type: none"> • Technical assistance as needed • Appropriate security and network access levels to all required support systems related to the Project • Appropriate access levels, documentation, and/or consultation for all supporting systems
A.3	General	Due to COVID-19, work performed by the Northwoods Project team may be provided virtually and/or remotely. Northwoods and Santa Barbara DSS will jointly determine if training and proposed onsite BIS services can be delivered in-person prior to the beginning of " Phase 4: Deploy ."
A.4	General	To the extent possible, work performed by the Northwoods Project team will occur during Santa Barbara DSS' regular business hours. On occasion, the Northwoods Project team may work during evenings, nights, weekends, holidays, and other nonstandard work hours to maintain the Baseline Project Schedule.
A.5	Project Planning & Management	The Santa Barbara DSS Project Manager will coordinate activities for Santa Barbara DSS resources (for example, personnel and facilities).
A.6	Solution Infrastructure	Solution performance is a function of network environment variables (for example, bandwidth, latency, and congestion). As a result, document submission and retrieval response times for end users will vary and are thus not guaranteed by Northwoods.

Code	Topic	Assumption
A.7	Baseline Application Configuration	Northwoods will initially configure the document imaging solution's standard functions, followed by its workflow and forms functionality.
A.8	System Design and ETL Processes	Santa Barbara DSS must adhere to the System Design Document deliverable and the extract, transform, load (ETL) specifications provided by Northwoods.
A.9	System Design and ETL Processes	Santa Barbara DSS must provide Northwoods with appropriate access, as detailed in the System Design Document Deliverable, to the following systems: <ul style="list-style-type: none"> • docSTAR • CWS/CMS • CMIPS • Starfish • Human Capital Management (HCM)
A.10	System Design and ETL Processes	The data transfer from docSTAR, CWS/CMS, CMIPS, Starfish, and HCM will be one way (from each system into OnBase). Exporting data from OnBase to a source system is considered outside of Project scope.
A.11	System Design and ETL Processes	The docSTAR ETL process will enable documents to be effectively migrated from docSTAR into OnBase. The CWS/CMS, CMIPS, Starfish, and HCM ETL processes will be designed to extract autofill keywords from applicable systems for use within OnBase.
A.12	System Design and ETL Processes	Santa Barbara DSS will provide ETL data import files within timeframes established in a mutually agreed upon Baseline Project Schedule deliverable and in a mutually agreed upon format, as defined in the System Design Document deliverable. Delays in providing data import files in appropriate formats may result in additional service costs and possible delays in the Project.
A.13	System Design and ETL Processes	The initial full ETL data import files will include all records for all active cases. After the initial imports, each period's ETL data import files will include only records for active cases where any data element has changed from the previous ETL data import file.
A.14	System Design and ETL Processes	If a client has more than one active case, a separate record for each case will be included in the appropriate ETL data import file.

Code	Topic	Assumption
A.15	System Design and ETL Processes	ETL data import files are deleted after they have been successfully captured within OnBase. If, for any reason there is already one or more ETL data import files in the same location, the ETL process will place the new ETL data import file in the location.
A.16	System Design and ETL Processes	Northwoods will only be responsible for the initial OnBase configuration, inclusive of security groups, keywords, taxonomy, and confidential cases. All additional OnBase configuration services requested by Santa Barbara DSS will require a change order and be invoiced at a time and materials rate.
A.17	System Design and ETL Processes	Following the completion of system testing and the acceptance of the System Testing Results Document deliverable, Northwoods will place the baseline solution configuration under configuration management, which will serve as a reference point for future configuration modifications that may be subject to additional costs.
A.18	Forms Conversion	Santa Barbara DSS will be responsible for reviewing and updating all imported forms within OnBase.
A.19	Forms Conversion	Santa Barbara DSS will leverage its Forms Designers, trained during the Electronic Forms Conversion Workshop, to design agency forms within OnBase.
A.20	Training and BIS	Northwoods will work with Santa Barbara DSS to develop a mutually agreeable Training Schedule, which will detail the structure and delivery of train-the-trainer workshop(s) and business integration support (BIS).
A.21	Training and BIS	Santa Barbara DSS will be responsible for providing each of its business units with full end user training following the completion of the train-the-trainer workshop(s).
A.22	Out of Scope	Any activities not explicitly included in " Work Requirements " or discussed throughout this assumptions section are considered out of Project scope.

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 Executive Project Director will submit a Project Acceptance form once Project acceptance criteria have been achieved. The Santa Barbara DSS Project Sponsor, or authorized designee, will then evaluate whether the final Project deliverable meets Project acceptance criteria listed above. If the final Project deliverable meets the Project acceptance criteria, the Santa Barbara DSS Project Sponsor, or authorized designee, will sign the Project Acceptance form within ten business days to acknowledge acceptance of the Project.

Should the final Project deliverable fail to conform to acceptance criteria, the Santa Barbara DSS Project Sponsor, or authorized designee, will document any deficiencies in the Project Acceptance form and return the form to the Northwoods Executive Project Director within ten business days. The Northwoods Executive Project Director will then facilitate corrective action and resubmit the Project Acceptance form once corrective action is complete. If the Project Acceptance form is not returned to the Northwoods Executive Project Director within ten business days, the Project will be deemed accepted by Santa Barbara DSS.

Appendix A: Deliverable Review Procedures

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

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

Review Methods

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

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

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

Formal Evaluation

The following deliverable acceptance procedure describes the formal evaluation process:

1. The Northwoods Project Manager submits a Deliverable Acceptance form (for more information, see the "[Acceptance Log](#)" section of this document) as the deliverable is completed. Within 15

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

2. If the deliverable meets the outlined specifications, the Santa Barbara DSS Project Manager signs the Deliverable Acceptance form acknowledging acceptance of the deliverable. The Santa Barbara DSS Project Manager then returns the form to the Northwoods Project Manager within the 15-day review period and no further action is necessary. Both the Northwoods Project Manager and the Santa Barbara DSS Project Manager may mutually agree to a time extension in a signed, written extension form if additional time is necessary for deliverable acceptance.
3. If a deliverable were to fail to conform to acceptance criteria, the Santa Barbara DSS Project Manager must adequately document the deficiency in the Deliverable Acceptance form and return the form to the Northwoods Project Manager within the 15-day review period. The Northwoods Project Manager then facilitates corrective action and returns the corrected deliverable within a mutually agreed upon timeframe.
4. The Santa Barbara DSS Project Manager evaluates and approves or rejects corrected deliverables received from the Northwoods Project Manager within five business days, unless the Santa Barbara DSS Project Manager notifies the Northwoods Project Manager within the five business days that additional time is required for the review and the parties agree to an extension in a signed, written extension form. Both the Northwoods Project Manager and the Santa Barbara DSS Project Manager must mutually agree to the time of the extension.
5. If additional corrective action is necessary, both the Northwoods Project Manager and Santa Barbara DSS Project Manager must mutually agree to the time period for corrective action in a signed, written extension form.
6. Any deliverables not evaluated and returned to the Northwoods Project Manager for correction within the agreed upon period are deemed accepted by Santa Barbara DSS.

Functional Review

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

1. The Northwoods Project Manager meets with the Santa Barbara DSS Project Manager to evaluate whether the deliverable meets the acceptance criteria. As needed, additional reviewers may review the deliverable based on specific areas of expertise.
2. The Santa Barbara DSS Project Manager determines if the deliverable should be accepted or rejected. If a deliverable were to fail to conform to acceptance criteria, the Northwoods Project Manager and the Santa Barbara DSS Project Manager may immediately attempt to make alterations to the deliverable. If the deliverable meets the outlined specifications, the Santa Barbara DSS Project Manager signs the Deliverable Acceptance form acknowledging acceptance of the deliverable and no further action is necessary.
3. Should a deliverable fail to conform to acceptance criteria and immediate alterations are unsuccessful or not practical/possible, the Northwoods Project Manager documents the deficiency in the Deliverable Acceptance form. The Northwoods Project Manager then facilitates corrective

action and returns the corrected deliverable within three business days. The Northwoods Project Manager and the Santa Barbara DSS Project Manager may mutually agree to a time extension if additional time is necessary for corrective action.

4. Following corrective action, the Northwoods Project Manager notifies the Santa Barbara DSS Project Manager. The Northwoods Project Manager and the Santa Barbara DSS Project Manager meet within three business days after notification of corrective action is sent to the Santa Barbara DSS Project Manager for the Santa Barbara DSS Project Manager to approve or reject the corrected deliverable, unless the Santa Barbara DSS Project Manager notifies the Northwoods Project Manager that additional time is required. Both the Northwoods Project Manager and the Santa Barbara DSS Project Manager must mutually agree to a time extension to review the corrected deliverable.
5. If additional corrective action is necessary, both the Northwoods Project Manager and the Santa Barbara DSS Project Manager must mutually agree to the time period for corrective action.
6. Any deliverables not identified in section 1 and not inspected within the agreed upon period are deemed accepted by the Santa Barbara DSS Project Manager.

Walk-Through Inspection

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

1. The Northwoods Project Manager meets with the Santa Barbara DSS Project Manager to evaluate whether the deliverable meets the acceptance criteria. As needed, additional reviewers may review the deliverable based on specific areas of expertise.
2. The Santa Barbara DSS Project Manager determines if the deliverable should be accepted or rejected. If a deliverable were to fail to conform to acceptance criteria, the Northwoods Project Manager and the Santa Barbara DSS Project Manager may immediately attempt to make alterations to the deliverable. If the deliverable meets the outlined specifications, the Santa Barbara DSS Project Manager signs the Deliverable Acceptance form acknowledging acceptance of the deliverable and no further action is necessary.
3. Should a deliverable fail to conform to acceptance criteria and immediate alterations are unsuccessful or not practical/possible, the Northwoods Project Manager documents the deficiency in the Deliverable Acceptance form. The Northwoods Project Manager then facilitates corrective action and returns the corrected deliverable within three business days. The Northwoods Project Manager and the Santa Barbara DSS Project Manager may mutually agree to a time extension if additional time is necessary for corrective action.
4. Following corrective action, the Northwoods Project Manager notifies the Santa Barbara DSS Project Manager. The Northwoods Project Manager and the Santa Barbara DSS Project Manager meet within three business days after notification of corrective action is sent to the Santa Barbara DSS Project Manager for the Santa Barbara DSS Project Manager to approve or reject the corrected deliverable, unless the Santa Barbara DSS Project Manager notifies the Northwoods Project Manager that additional time is required. Both the Northwoods Project Manager and the Santa

Barbara DSS Project Manager must mutually agree to a time extension to review the corrected deliverable.

5. If additional corrective action is necessary, both the Northwoods Project Manager and the Santa Barbara DSS Project Manager must mutually agree to the time period for corrective action.
6. Any deliverables not identified in section 1 and not inspected within the agreed upon period are deemed accepted by the Santa Barbara DSS Project Manager.

Acceptance Log

The Northwoods Administrative 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 Santa Barbara DSS Project Manager for acceptance.
- Approval Decision: Indication of whether or not the deliverable is approved or rejected by the Santa Barbara DSS Project Manager.
- Date of Decision: Date that the approval or rejection decision by the Santa Barbara DSS Project Manager took place.

Timeliness

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

Appendix B: 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
Baseline Project Schedule	Defines work breakdown activities associated with developing Project deliverables and executing project work. Documents each business unit's implementation sequence.	<p><i>Review Method: Formal Evaluation</i></p> <p>The delivered Baseline Project Schedule addresses the following:</p> <ul style="list-style-type: none"> • Deliverable task activities • Estimated start and finish dates for all task activities • Intermediate and terminating milestones • Summary tasks that roll up task activities
Business Process Analysis	Includes the review of existing unit-specific business processes.	<p><i>Review Method: Functional Review</i></p> <p>Business Process Analysis has been provided to encourage the review and analysis of existing business processes, leading to the development of an agency-specific custom document taxonomy.</p>
System Design Document	Defines the technical design of the document imaging solution, inclusive of system architecture, custom taxonomy development, ETL processes, workflows, etc.	<p><i>Review Method: Formal Evaluation</i></p> <p>The delivered System Design Document addresses the design of the system including the following:</p> <ul style="list-style-type: none"> • Hardware specifications (if applicable) • Software versions • Network infrastructure • Software configuration settings

Deliverable	Description	Acceptance Criteria
System Test Results	Includes the testing of the document imaging solution's functionality and ETL processes.	<i>Review Method: Formal Evaluation</i> All requirements of the System Design Document have been completed.
Electronic Forms Conversion Workshop	Includes the conversion of existing paper-based and electronic forms into OnBase forms by Santa Barbara DSS Forms Designers.	<i>Review Method: Functional Review</i> The Electronic Forms Conversion Workshop has been delivered by the Northwoods instructor.
Training Schedule	Establishes when solution training will occur.	<i>Review Method: Formal Evaluation</i> The delivered Training Schedule details the time, place, and assigned resource(s) for all Project-associated training activities.
System Administrator Training	Includes the necessary technical training and documentation for the Santa Barbara DSS system administrators to perform recurring and intermittent configuration and maintenance activities.	<i>Review Method: Functional Review</i> System administration training has been delivered to up to five (5) Santa Barbara DSS system administrators.
Train-the-Trainer Workshop(s)	Includes the necessary training to enable the Santa Barbara DSS trainers to deliver end-user training across the agency's CWS, IHCN, IHSS, Fiscal, and HR business units in a professional and confident manner.	<i>Review Method: Functional Review</i> The train-the-trainer workshop(s) have been delivered to Santa Barbara DSS trainers in accordance with the mutually agreed upon Training Schedule deliverable.
Business Integration Support (BIS)	Includes the post-training support for Santa Barbara DSS end users, delivered by the Northwoods Project team.	<i>Review Method: Functional Review</i> BIS has been provided in accordance with " Phase 4: Deploy. "

Appendix C: Project 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 project 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.

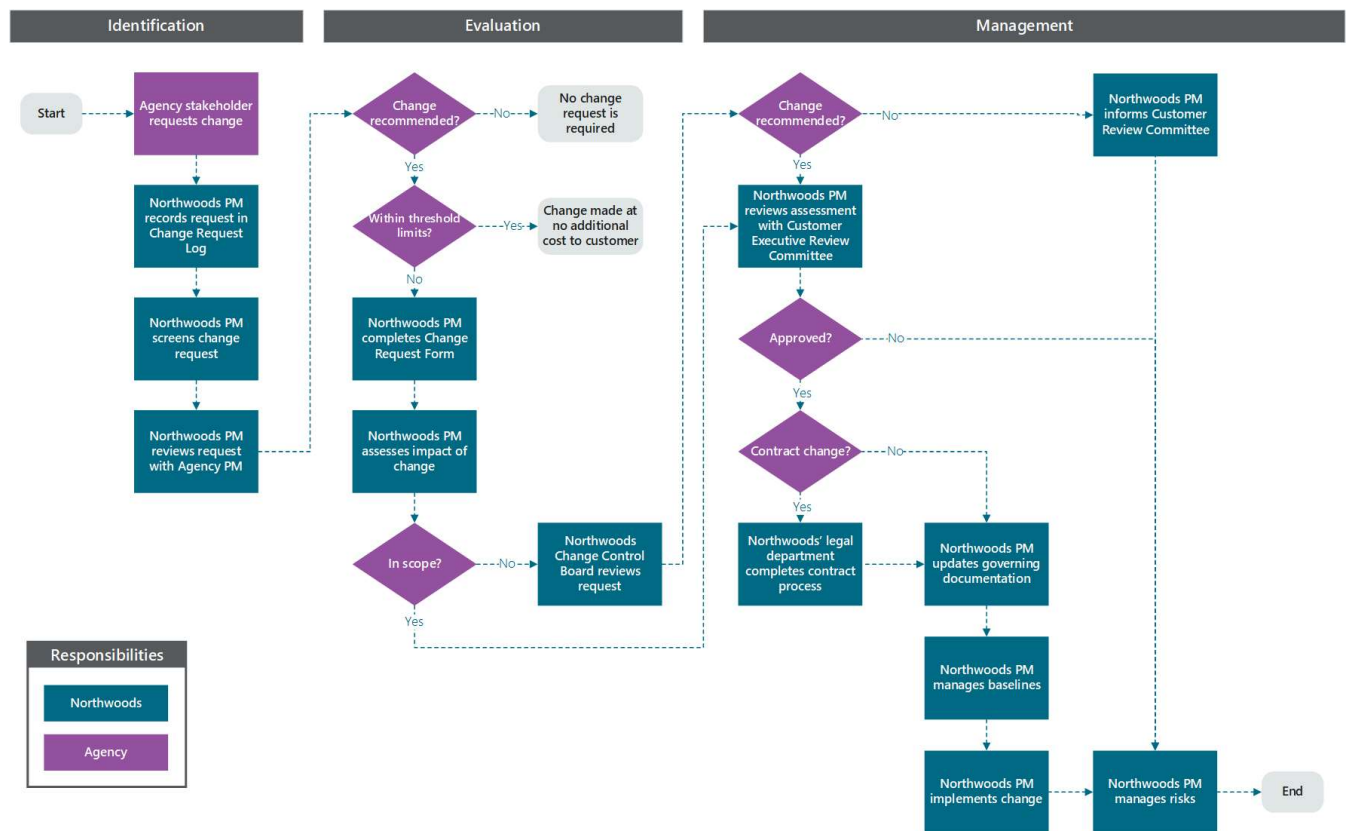
Change Control Process

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 Santa Barbara DSS to identify in-scope workarounds for any out-of-scope requests.

The Change Control Process is a three-step process.

- Identification
- Evaluation
- Management

The following diagram represents the change control process for the Project.



Identification

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 CR form to the Northwoods Executive Project Manager. The Northwoods Executive Project Manager screens the request to determine whether or not there is adequate information for evaluation. The Northwoods Executive Project Manager may request that more information be provided. Once enough information is available to assess the CR, the Northwoods Executive Project Manager reviews the request with the Santa Barbara DSS Project Manager, and they collectively decide if the change should be recommended for further evaluation.

Evaluation

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

- A delay of one or more days to any Project deliverable, milestone, or scheduled Project completion date
- Scope changes to any Project deliverable
- Negative impact on the quality of a Project deliverable

- Additional expenditures in excess of \$100 or additional Project resources
- Requested changes/enhancements to Project products

If the change request exceeds any of the established threshold limits, the Northwoods Executive 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 Executive 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 Executive Project Manager refers the matter to the Northwoods Change Control Board (CCB), which determines if the change request is to be implemented. The Northwoods Executive Project Manager communicates decisions by the PMO/CCB to the Santa Barbara DSS Project Manager.

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

Any necessary and/or requested CRs will adhere to Contract-established labor cohorts and licensing rates.

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 D: High-Level Project Timeline³

E_____

³ The high-level project timeline only contains estimated dates and durations and is provided for planning purposes only. The official project schedule will be provided as part of the Baseline Project Schedule deliverable.

SOW Attachment 1 – Change Request Form

Change Request



Change Request

The purpose of Change Request <<#>> (CR) to the contract agreement entered into between <<CustomerLongName>> (<<CustomerAbbrev>>) and Northwoods Consulting Partners, Inc. (Northwoods) on <<DateOfContract>> is to document the necessary change, analyze the project and business impact of the change (if it occurs), and document the CR's acceptance.

This CR form is divided into the following sections:

- General Information
- Initial Analysis
- Northwoods Change Control Board (CCB) Decision and Approvals

General Information

Submitter – General Information

CR Number	<<Full number (e.g. 3570-002)>>
Submitter Name, Title	<<Name and title>>
CR Title	<<Title of the change request>>
Brief Description of CR	<<Description of the change request>>
Date Submitted	<<SubmittedDate>>
Attachments or References	<ul style="list-style-type: none"> • Exhibit A – <<Statement of Work or Work Order>> • Time and Materials Quotation, dated <<SubmittedDate>>

Initial Analysis

Project Manager – Initial Analysis

Priority	<input type="checkbox"/> Low	<input type="checkbox"/> Medium	<input type="checkbox"/> High	<input type="checkbox"/> Mandatory
Scope	<input type="checkbox"/> In Scope	<input checked="" type="checkbox"/> Out of Scope		
Scope Impact	<<Scope impact (e.g. Moderate)>>			
Time (Hours) Impact	<<Hours impact>>			



Project Manager – Initial Analysis			
Schedule Impact	<<Schedule impact (e.g. Minimal)>>		
Cost Impact	<<Cost impact>>		
Quality Impact	<<Quality impact (e.g. None)>>		
Risk Impact	<<Risk impact (e.g. Minimal)>>		
Recommendation	<input type="checkbox"/> Approve	<input type="checkbox"/> Approve with Conditions	<input type="checkbox"/> Reject <input type="checkbox"/> More Information
Comments	<<Comments>>		
Analysis Date	<<SubmittedDate>>		
Northwoods Project Manager Signature			Date: <<SubmittedDate>>

CCB Decision and Approvals

CCB Decision and Approvals			
Decision	<input type="checkbox"/> Approve	<input type="checkbox"/> Approve with Conditions	<input type="checkbox"/> Reject <input type="checkbox"/> More Information
Decision Explanation	<<Explanation>>		
Conditions	<<Conditions>>		



Signatures

<<CustomerAbbrev>> Project Sponsor

Printed Name

Signature

Date

Northwoods CCB Representative

Printed Name

Signature

Date



Objectives and Scope

<<CustomerLongName>> (<<CustomerAbbrev>>) is seeking assistance with <<CustomerRequest>>.

To accomplish this objective, Northwoods Consulting Partners, Inc. (Northwoods) will provide <<CustomerAbbrev>> with <<ProjectObjective>>.

Work Requirements

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

Code #	Description	Responsible Party
1	Meet with the <<CustomerAbbrev>> Project Manager to discuss the Change Request's objectives and scope	Northwoods
2	Meet with the Northwoods Project Manager to discuss the Change Request's objectives and scope	<<CustomerAbbrev>>
	Meet with the <<CustomerAbbrev>> Project Manager to review Change Request closeout and acceptance procedures	Northwoods
	Meet with the Northwoods Project Manager to discuss Change Request closeout	<<CustomerAbbrev>>
	Formally close out the Change Request	Northwoods



Code #	Description	Responsible Party
	Accept the Change Request's completion and sign the " Change Request Acceptance " portion of the Change Request	<<CustomerAbbrev>>

General Assumptions

The following assumptions are made in regard to the project:

- <<CustomerAbbrev>> 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.
- <<CustomerAbbrev>> will provide Northwoods with the appropriate security and network access levels to all required support systems related to the project.

Change Request Acceptance Procedures

Following completion of the project, the <<CustomerAbbrev>> 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 <<CustomerAbbrev>> Project Sponsor, or authorized designee, will sign the Change Request within five business days to acknowledge acceptance of the project. If the <<CustomerAbbrev>> Project Sponsor, or authorized designee, does not sign the Change Request 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 <<CustomerAbbrev>> 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 <<CustomerAbbrev>> Project Sponsor, or authorized designee, once corrective action is complete. If the <<CustomerAbbrev>> 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.



Change Request Acceptance

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

Acceptance of the Change Request by <<CustomerAbbrev>>:

Signature

Title

Printed Name

Date

Final Acceptance of Project by <<CustomerAbbrev>>:

Signature

Title

Printed Name

Date

SOW Attachment 2 –Project Acceptance Form

Project Acceptance Form



Project Acceptance Form

The Project Acceptance Form records customer acknowledgement that acceptance criteria for the project identified below have been satisfied.

Acceptance

Project Information			
Customer Name	<<County Name>> County, <<ST>>		
Project Name	<<Project Name>>	Project #	<<#>>
Project Description	<<Brief Description>>		

Northwoods Project Manager	By signing below, the Northwoods Project Manager agrees that project acceptance criteria have been completed.		
Project Manager Name	<<PM Name>>, <<PM Title>>		
Conditions/Comments	<<All project deliverables have been successfully completed.>>		
Signature		Date	<<MM-DD-YYYY>>

<<CountyName>> County	By signing below, the County Authorized Representative agrees that project acceptance criteria have been accepted and the project is closed.		
<<CountyName>> County Authorized Representative			
Signature		Date	

EXHIBIT B

PAYMENT ARRANGEMENTS Compensation upon Completion (with attached Schedule of Fees)

- A. Definitions. As used in this Exhibit, the following definitions apply to capitalized terms:
1. Subscription Start Date means ninety (90) days after provisioning of software as outlined in Phase 2 – Design, Section 2.9 in Exhibit A Statement of Work.
 2. Provisioning means ordering, configuring, and applying the necessary server and user licensed software to support the solution.
 3. Cloud Software or Software is defined as Hyland software and licenses provided, managed and installed by CONTRACTOR, in response to the Request For Proposal (RFP)# 20-05 Document Imaging (DI) System.
 4. Cloud Labor or Labor is defined as services performed by CONTRACTOR as set forth in the Exhibit A Statement of Work, and may include the following labor cohorts: Standard Functions, Forms, and/or Workflows.
 5. Contingency is defined as any additional Software licenses or Labor that may be needed during the life of the contract.

- B. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$918,963 for the Years 1 to 3 (“Initial Term”). Total not to exceed amount including Initial Term and 2 optional one year terms (5 years total) is \$1,378,673.

1. Yearly cost breakdown for the Initial Term and optional years are shown in Table 1 below:

Elements	Year 1	Year 2	Year 3	Year 4	Year 5
Software	\$172,036	\$172,036	\$172,036	\$177,197	\$182,513
Labor	\$209,610	\$55,080			
Maintenance	\$0	\$0	\$0	\$0	\$0
Contingency	\$38,165				
Ongoing Consultant Services		\$50,000	\$50,000	\$50,000	\$50,000
Total Per Year	\$419,811	\$277,116	\$222,036	\$227,197	\$232,513

2. For Cloud Software, CONTRACTOR shall submit quarterly invoices, plus any approved change orders authorized by the COUNTY.
 - i. 4 payments (Year 1) of not to exceed \$43,009 upon provisioning of the software (as outlined in Phase 2 – Design, Section 2.9 in Exhibit A Statement of Work).
 - ii. 8 payments (Years 2 and 3) of not to exceed \$43,009 per quarter plus any approved change orders based upon Subscription Start Date.
 - iii. If option year 4 is exercised, then 4 payments (under option year – 4) of not to exceed 44,299 per quarter plus any approved change orders based upon Subscription Start Date.
 - iv. If option year 5 is exercised, then 4 payments (under option year – 5) of \$45,628 per quarter plus any approved change orders based upon Subscription Start Date.
3. For Labor, CONTRACTOR shall submit invoices based on the milestones completed as outlined in the Exhibit A Statement of Work, plus any change orders authorized by the COUNTY.

Standard Functions Labor in Year 1 shall be invoiced to the COUNTY as follows:

- i. 30% of the total Labor fee (\$62,883) upon completion of the Startup Phase set forth in Exhibit A;
- ii. 20% of the total Labor fee (\$41,922) upon completion of the Design Phase set forth in Exhibit A;
- iii. 20% of the total Labor fee (\$41,922) upon completion of the Test Phase set forth in Exhibit A;
- iv. 20% of the total Labor fee (\$41,922) upon completion of the Deploy Phase set forth in Exhibit A;
and
- v. 10% of the total Labor fee (\$20,961) upon completion of the Closeout Phase set forth in Exhibit A.

If Forms and/or Workflow Labor fees are incurred during the Project as set forth in Exhibit A, such labor shall be invoiced in full upon completion of the Test Phase as set forth in Exhibit A. If Forms and/or Workflows Labor fees are not incurred in Year 1, change orders and/or revised statement of work shall be necessary for both Forms and Workflow Labor and additional Labor fees. CONTRACTOR shall use the labor rates based on its response to the RFP #20-05 DI System section "Pre and Post Cut Pricing."

- C. Upon completion of the work detailed in EXHIBIT A and/or delivery to COUNTY of item(s) specified therein, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. This invoice or certified claim must cite the assigned Board.
- D. Contingency license and labor costs shall be invoiced with a valid CONTRACTOR quote signed by the COUNTY. CONTRACTOR shall use the labor rates based on its response to the RFP #20-05 DI System section "Pre and Post Cut Pricing."
- E. COUNTY shall pay invoices or claims within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- F. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C

Insurance Requirements (For Information Technology Contracts)

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Cyber Liability Insurance:** Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an

endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must

purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

Exhibit D

Northwoods Ongoing Support

- A. Definitions. As used in this Exhibit, the following definitions apply to capitalized terms:
1. “Covered Software” means the current released version of the COTS Document Management Software of which CONTRACTOR is a Reseller that is (a) licensed by COUNTY through CONTRACTOR, as detailed on CONTRACTOR’S invoices that COUNTY has properly paid and (b) installed and/or configured by CONTRACTOR.
 2. “Documentation” means Hyland’s user guides, documentation, and help and training materials, as updated from time to time, regarding the Software.
 3. “Error” or “Problem” when used in the context of the Covered Software operation shall mean a demonstrable instance of adverse and incorrect operation of the Covered Software that impacts COUNTY’s ability to utilize a function of the Covered Software: (1) as provided for in the current Documentation published by Hyland; or (2) that was available prior to the report of the Error or Problem.
 4. “Service Level Agreement” or “SLA” defines the terms under which CONTRACTOR will offer the Services, as defined in this Exhibit.
 5. “Hosting Services” means the operation of the underlying infrastructure necessary to provide availability and access of the Covered Software to the COUNTY, in response to COUNTY’S DI Imaging Request For Proposal (RFP) #20-05 Document Imaging (DI) System, dated, August 3, 2020 incorporated by reference and CONTRACTOR’S response, also incorporated by reference.
 6. “Software” means any Third Party Products.
 7. “Support Services” means the maintenance and support services to be provided by CONTRACTOR in accordance with sections B, C, D, and E of this Exhibit.
 8. “Third Party Products” means any product or software program acquired by CONTRACTOR from an outside vendor on COUNTY’S behalf under the terms of this Agreement.
- B. Support Center Access. Ongoing Support Services are provided via CONTRACTOR 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 COUNTY, Monday through Friday, excluding CONTRACTOR’s holidays, or as otherwise provided by CONTRACTOR.
- C. Product Documentation. CONTRACTOR will provide solution documentation containing information about solution functionality, provided through Hyland Community.
- D. Exclusions. CONTRACTOR is not responsible for providing, nor obligated to provide, support services under this Agreement if COUNTY requested integration services and changes are made to the source data subsequent to CONTRACTOR performing the integration services. This includes, but is not limited to (i) making changes to the format of the source data; (ii) changing, removing, or introducing new APIs; (iii) changing, removing, or introducing an enterprise service bus; and (iv) changing, removing, or introducing direct database access. Any

request by COUNTY for CONTRACTOR to support such an instance is available at the sole discretion of CONTRACTOR and CONTRACTOR reserves the right to bill for any such request on a time and materials basis at CONTRACTOR'S then-current rates.

- E. Patches, Upgrades and Fixes. Hyland has regular software releases and makes all releases available to its end users. Upon request, on an annual basis, CONTRACTOR will provide to COUNTY at least one (1) Patch, Upgrade and/or Fix to the Covered Software released by Hyland. Installation of any additional Patches, Upgrades, and Fixes beyond the one (1) allotted as requested by Licensee will be available at the discretion of CONTRACTOR.
- F. Environment. Support Services will be provided for one Covered Environment.
- G. COUNTY Responsibilities.
 - 1. *Operation of the Covered Software.* COUNTY acknowledges and agrees that it is solely responsible for the supervision, management and control of the Software, including but not limited to instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use. CONTRACTOR shall have no responsibility or liability for COUNTY's selection or use of the Software with any hardware, third party software or systems.
 - 2. *Training.* COUNTY acknowledges and agrees that it is responsible for proper training of all appropriate personnel in the operation and use of the Software.
 - 3. *System Administrator.* COUNTY agrees to provide at least one (1) "System Administrator" responsible for the administration, supervision, management, and control of the Software. COUNTY also agrees that all Software support incidents raised by COUNTY'S personnel will be reported to the System Administrator, who will provide the initial research, investigation, and troubleshooting into the support incident. In the event the support incident can be resolved without CONTRACTOR, the System Administrator will provide the support resolution to COUNTY personnel. If, after initial research and investigation into a support question, the System Administrator determines there is an Error or Problem with the Software, the System Administrator will report the Error or Problem to CONTRACTOR. COUNTY agrees that all communications regarding software errors and problems will be between the System Administrator and CONTRACTOR.
 - 4. *Network Infrastructure.* COUNTY agrees to maintain all required network infrastructure to ensure persistent connectivity between COUNTY'S workstations and the Software.

Service Level Agreement

Service Commitment

This Service Level Agreement (SLA) applies to COUNTY because COUNTY has contracted for “Hosting Services”.

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

Definitions

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

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

“Unavailable” and “Unavailability” mean all of COUNTY’S running instances have no external connectivity.

Service Credits

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

In the event CONTRACTOR does not meet the Service Commitment, COUNTY may be eligible to receive a 10% service credit. CONTRACTOR will apply any such service credit only against future Hosting Services payments otherwise due from COUNTY. Service credits may not be transferred or applied to any other account COUNTY may have with CONTRACTOR.

Credit Request and Payment Procedures

To receive a service credit, COUNTY must submit a claim by contacting the Director of CONTRACTOR Support Center. To be eligible, the credit request must be received by CONTRACTOR within 30 days after which the incident occurred. The credit request will include the following information:

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

If the System Availability Percentage of such request is confirmed by CONTRACTOR and is less than the Service Commitment, then CONTRACTOR will issue the service credit to COUNTY and will apply such credit against COUNTY’S next quarterly invoice for Hosting Services. If no quarterly invoice will be pending, COUNTY will be

entitled to a refund. COUNTY'S failure to provide the request will disqualify COUNTY from receiving a service credit.

Hosting Services Exclusions

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