

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (hereinafter referred to as “Agreement” or “SaaS Agreement”) is made and entered when fully executed by signatures of both parties (“Effective Date”) by and between Northwoods Consulting Partners, Inc., an Ohio corporation with its principal offices at 5200 Rings Road, Dublin, Ohio 43017, USA, (hereinafter referred to as “Northwoods”), and Nevada County (hereinafter referred to as “You” “Your” or “User”).

- 1) Definitions. As used in this Agreement, the following definitions apply to capitalized terms:
 - a) “Aggregate/Anonymous Data” means: (i) data generated by aggregating Your Data with other data so that the results are non-personally identifiable with respect to You or your customers; and (ii) anonymous learning, logs, and data regarding the use of the Services.
 - b) “Application” means the application program Traverse, with the functionality described in the Documentation, including modifications, revisions, upgrades, updates, and enhancements, if any.
 - c) “Charges” means the amounts to be paid by You for the right to use any of the applicable Application, Software, Services and/or hardware or other Third-Party Products under the terms of this Agreement. The Charges are described in Attachment A and the payment schedule for these Charges are defined in Schedule A1.
 - d) “Documentation” means Northwoods’ and any Third-Party electronic user guides, documentation, and help and training materials, as updated from time to time.
 - e) “Monthly Active User” or “MAU” means the number of individuals who are authorized by Northwoods to access and login to the Application at least once in a calendar month based upon the terms of the particular subscription plan or pricing tier paid to Northwoods, as further specified in Attachment A.
 - f) “Northwoods Software” means the Application, as well as any other proprietary, Northwoods-branded, computer programs, in object code form, and their associated documentation.
 - g) “Service Level Agreement” or “SLA” defines the terms under which the Software will be available to You, as defined in Schedule C1.
 - h) “Services” means the professional services that are ordered by and paid by You.
 - i) “Software” means collectively the Application, Northwoods Software, and any Third-Party Products.
 - j) “Statement of Work” means the detailed work plan for the initial implementation, attached hereto as Attachment D.
 - k) “Subscription Date” means ninety (90) days following the Effective Date.
 - l) “Support Services” means the support services to be provided by Northwoods in accordance with Attachment C.
 - m) “Third Party Products” means any product or software program acquired by Northwoods from an outside vendor on Your behalf under the terms of this Agreement.
 - n) “Your Data” means electronic data and information submitted by You or for You to the Services or collected and processed by or for You using the Services.
 - o) “Your Database” means a collection of data records that are maintained as a single logical area that is used, accessed, or acted upon by You.
- 2) Northwoods’ Responsibilities. Northwoods will (i) make the Software available to You pursuant to this Agreement; (ii) provide Services for the initial implementation of this project, as described more fully in Attachment D; and (iii) provide our Support Services to You, as described more fully in Attachment C.
- 3) Order of Precedence. In the event there is a conflict between this Agreement and the attached Scope of Work, the terms of this Agreement shall govern.

- 4) Term.
- a) This Agreement commences on the Effective Date and continues until all User Subscriptions granted in accordance with this Agreement have expired or have been terminated.
 - b) *User Subscriptions.* User subscriptions commence on the Subscription Date specified and continue for a period of three (3) years (“Initial Term”).
- 5) Initial Implementation. Northwoods will furnish only such staff, materials, supplies, and labor for the initial implementation as detailed in the Statement of Work for this Project. Upon execution by both parties, any subsequent Statement of Work will become part of this Agreement. 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.
- 6) Charges and Payment Terms.
- a) You agree to pay Northwoods the Charges at the times and in the amounts set forth in Schedule A1.
 - b) Invoices are payable net thirty (30) days after receipt of invoice. Failure to remit timely payment of any invoice may result in Northwoods ceasing work on the initial implementation and/or ceasing to provide the Software, or Services.
 - c) Any delay in the project that is the direct result of Your failure to comply with the terms of this Agreement and any of its Attachments or Schedules may result in Northwoods ceasing work and will require You to reimburse Northwoods’ actual costs incurred as a result of said delay.
- 7) Usage Limits and Compensation.
- a) Generally.
 - i) Usage of the Application is monitored on a continuous basis. Northwoods will determine excessive usage based upon average monthly usage during a look back period of 12 months from the date of invoice for the annual subscription fee. Northwoods reserves the right to increase fees for prospective years if the usage exceeds the contracted amount of MAUs.
 - b) Year One Usage
 - (1) The annual subscription fee for year two will remain the same as defined in Schedule A1 unless usage in any month of the first year of the Initial Term exceeds 110% of the allowable MAUs.
 - c) You may not reduce the committed number of MAUs during the Subscription Term. You are not entitled to any refund of fees paid or relief from fees due if the number of MAUs is actually less than the volume ordered.
- 8) Taxes. Fees are exclusive of taxes, and You will promptly pay or reimburse Northwoods for all taxes arising out of this Agreement, whether or not Northwoods provided prior notice of, or invoiced, any such taxes to You. For purposes of this Agreement, “taxes” means any sales, use, and other taxes (other than taxes on Northwoods’ income), export and import fees, customs duties, and similar charges applicable to the transactions contemplated by this Agreement that are imposed by any government or other authority. If You are required to pay or withhold any tax in respect of any payments due to Northwoods hereunder, You will gross up payments actually made such that Northwoods receives sums due hereunder in full and free of any deduction for any such tax. If You are legally entitled to an exemption from the payment of any taxes, You will promptly provide Northwoods with legally sufficient tax exemption certificates for each taxing jurisdiction for which it claims exemption.
- 9) You acknowledge and understand that the output of the Application is not intended to replace human discretion, decision-making or research, but is to be used as a guidance tool only.

10) Ownership.

- a) Your Data shall be considered confidential information and remains Your sole and exclusive property. Notwithstanding the foregoing, and subject to Section 11 below, You grant Northwoods a limited, revocable, royalty-free license to use Your Data only for the purpose of providing and continually improving and refining the Application. The license grant includes a license to store, transmit, maintain, and display Your Data only to the extent necessary to provide the Application to You.
- b) *Customizations.* Any customization of Northwoods Software specifically for You or at Your request is owned by You, with all rights, title, and interest to such customization being assigned to You. For such customizations, You grant Northwoods a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, and distribute such customization(s) for its own business purposes and for use with other customers.
- c) *Aggregate/Anonymous Data.* You agree that Northwoods will have the right to generate Aggregate/Anonymous Data. Notwithstanding anything to the contrary herein, the Parties agree that Northwoods may use Aggregate/Anonymous Data for any business purpose during or after the term of this Agreement (including without limitation to develop and improve Northwoods' products and services and to create and distribute reports and other materials). Northwoods will not distribute Aggregate/Anonymous Data in a manner that personally identifies You or your customers.
- d) *Feedback.* If You elect to provide any feedback, suggestions, comments, improvements, ideas, or other information to Northwoods regarding the Northwoods Software ("Feedback"), you acknowledge that the Feedback is not confidential, and you authorize Northwoods to use that Feedback without restriction and without payment to you. Accordingly, you hereby grant to Northwoods a nonexclusive, royalty-free, fully paid, perpetual, irrevocable, transferable, and fully sublicensable right to use the Feedback in any manner and for any purpose.

11) Privacy. You are aware and agree that Northwoods may, as part of the normal operation and support of the Northwoods Software, collect information related to the use of the Northwoods Software, through tracking and other technologies. Northwoods does so to gather usage statistics and information about the effectiveness of our products for the purpose of improving user experience.

12) Publicity. You authorize Northwoods to identify You as a client, and to use Your name and logo in any of Northwoods' mutually agreed to advertising copy, promotional material, and/or press releases.

13) Termination.

- a) If either Party is in default of any of its material obligations hereunder and has not commenced cure within ten (10) days and effected cure within thirty (30) days of receipt of written notice of default from the other Party, then this Agreement may be terminated.
- b) In the event of termination, You shall be responsible for payment for all outstanding Charges and any Services rendered by Northwoods through the date of termination.
- c) Upon termination of this Agreement for any reason, You shall immediately (i) discontinue any and all use of the Software and Documentation; and (ii) either (A) return the Documentation to Northwoods, or (B) with the prior permission of Northwoods, destroy the Documentation and certify in writing to Northwoods that You have completed such destruction. Further, upon termination of this Agreement, Northwoods may immediately deactivate Your account.
- d) Upon request, within thirty (30) days of the date of termination of this Agreement by either Party, Northwoods will make Your Data available to You. After the thirty (30) day period, Northwoods will have no obligation to maintain or provide Your Data and will thereafter delete or destroy all copies of Your Data in Northwoods' possession or control, unless legally prohibited.

14) Warranties.

- a) Each party represents and warrants that it has the legal power to enter into this Agreement. Northwoods warrants: (i) the Software will substantially conform in all material respects with the applicable Documentation; (ii) Northwoods further represents and warrants that it has all rights required to provide the Software to You and that to the best of Northwoods' knowledge the Software does not infringe upon or violate the United States patent rights of any third party or the copyright or trade secret right of any third party; and (iii) the functionality of the Software will not be decreased from that available as of the Effective Date.
- b) If any modifications, additions, or alterations of any kind or nature are made to the Software by You or anyone acting with Your consent or under Your direction, all warranties will immediately terminate.
- c) NORTHWOODS HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, WHETHER IN RELATION TO THE SOFTWARE, HARDWARE, OR THE PROVISION OF ANY SERVICES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY TRADE USAGE OR COURSE OF DEALING.

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 LIMITS OF INSURANCE HELD BY NORTHWOODS 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 LIMITS OF INSURANCE HELD BY NORTHWOODS. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. In no event shall either Party be liable for any special, incidental, punitive, indirect, or consequential damages whatsoever arising out of or in any way related to the Software or Services even if Northwoods has been advised of the possibility of such damages.

16) Indemnification.

- a) *Cyber/Security Breach Indemnification.* In the event of any claim by a third party against You (the "Cyber Claim"), alleging that You and/or Northwoods caused a breach of the security, confidentiality, or integrity of Your Data, You will notify Northwoods of the Cyber Claim in writing within five (5) business days of the receipt of the Cyber Claim and tender sole control of the Cyber Claim to Northwoods and/or its insurer(s) and Northwoods will defend such Cyber Claim in Your name at Northwoods' expense, and will indemnify You against any liability actually paid by You, including but not limited to reasonable attorneys' fees and disbursements arising out of such Cyber Claim, to the extent that Northwoods' insurance policies provide coverage for such indemnification obligation. Northwoods' indemnification obligation set forth in this section is strictly limited to the coverage afforded such indemnification obligation pursuant to the terms of Northwoods' insurance policies. In the event such a breach is found, then Northwoods may terminate this Agreement. Notwithstanding the foregoing, Northwoods shall have no obligation to defend or indemnify You, and Northwoods will be defended and indemnified by You with respect to any Cyber Claim, to the extent that the Cyber Claim is based upon the sole negligence or willful misconduct of You. If You and Northwoods are both at fault in connection with the data breach, Northwoods' obligation to defend and indemnify shall be limited and proportional to the parties' relative fault.
- b) *IP Indemnification.* In the event of any claim by a third party against You (the "IP Claim"), alleging that the use of the Northwoods Software infringes upon any intellectual property rights of such third party, You will notify Northwoods and/or its insurer(s) of the IP Claim in writing within five (5) business days of the receipt of the IP Claim and tender sole control of the IP Claim to Northwoods and/or its insurer(s) and Northwoods will defend such IP Claim in Your name at Northwoods' expense, and will indemnify You against any liability actually paid by You, including but not limited to reasonable attorneys' fees and disbursements arising out of such IP Claim, to the extent that Northwoods' insurance policies provide coverage for such indemnification obligation. Northwoods' indemnification obligation set forth in this section is strictly limited to the coverage afforded such indemnification obligation pursuant to the terms of Northwoods' insurance policies. In the event such an

infringement is found and Northwoods cannot either procure the right to continued use of the Northwoods Software or replace or modify the Northwoods Software with a non-infringing program, then Northwoods may terminate this Agreement. Notwithstanding the foregoing, Northwoods shall have no obligation to defend or indemnify You, and Northwoods will be defended and indemnified by You with respect to any IP Claim, to the extent that the IP Claim is based upon (i) the negligence or willful misconduct of You; (ii) the use of the Northwoods Software in combination with other products or services not made or furnished by Northwoods, provided that the Northwoods Software alone is not the cause of such IP Claim; or (iii) the modification of the Northwoods Software or any portion thereof by anyone other than Northwoods, provided that the Northwoods Software in unmodified form is not the cause of such IP Claim.

17) Confidentiality.

- a) Each party (including its employees and agents) will use the same standard of care, but in no event less than reasonable care, that it uses to protect any confidential information of the other party that is disclosed during negotiation or performance of this Agreement.
- b) You will take adequate steps and security precautions to prevent unauthorized disclosure of information which is proprietary to Northwoods and/or the owner of the Third-Party Products. This includes but is not limited to: (i) instructing Your employees that have access to such information not to copy or duplicate the same or any part thereof and to withhold disclosure or access or reference thereto from unauthorized third parties; and (ii) maintaining proper control of passwords and security procedures to prevent unauthorized access to Your Database.
- c) Northwoods shall adhere to guidelines outlined in Exhibit E.

18) Marketing Support. All Marketing Support requirements outlined below will survive termination of this Agreement and will remain valid requirements for a period of three (3) years thereafter. Licensee must allow Northwoods to create a case study once the Northwoods Software, in Northwoods' sole discretion, is satisfactory and providing measurable value. Licensee will participate in presentations provided the implementation is, in Northwoods sole discretion, satisfactory, and an employee of Licensee is available. Licensee must allow other customers of Northwoods to visit or call Licensee to discuss the implementation, provided any such visits or calls are of minimal disruption to Licensee's activities and any such visitor or caller receives advance approval from Licensee for such contact. Licensee agrees to be referenced as a user of the Northwoods Software in any of Northwoods' marketing and proposal documents once the Northwoods Software, in Northwoods' sole discretion, is providing measurable value.

19) Notices. All official notifications, including but not limited to, termination of this Agreement must be sent to the other Party's authorized representative as indicated in the signature line. All notices required under this Agreement will be in writing and deemed delivered upon: (1) personal delivery; (2) three (3) days subject to being posted with the U.S. registered or certified mail, return receipt requested; or (3) two (2) days after deposit with a commercial express air courier specifying next day delivery, with verification of receipt.

20) Neither Party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other Party hereto. Any such assignment without the prior written consent of the other Party hereto shall be void.

21) This Agreement shall be binding upon all parties hereto and upon their respective heirs, executors, administrators, successors, and permitted assigns.

22) This Agreement shall not be modified in any manner except by an instrument, in writing, executed by all parties to this Agreement.

- 23) If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 24) Nothing in this Agreement is intended to, or shall be deemed to constitute a partnership, association or joint venture between the parties in the conduct of the provisions of this Agreement. Northwoods shall at all times have the status of an independent contractor.
- 25) If by reason of force majeure either party is unable in whole or in part to act in accordance with this Agreement, the party shall not be deemed in default during the continuance of such inability. The term “force majeure” as used herein shall include without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightning; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions. Each party, however, shall remedy with all reasonable dispatch any such cause to the extent within its reasonable control which prevents the party from carrying out its obligations contained herein.
- 26) Any waiver by either party of any provision or condition of this contract shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.
- 27) This Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument. This Agreement may also be executed electronically. Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.
- 28) This Agreement sets forth the entire agreement of the Parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof.



IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original, as of the date first above written.

NORTHWOODS CONSULTING PARTNERS, INC.

Nevada County

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

ATTACHMENT A

See Attached

SCHEDULE A1

Payment Terms

DESCRIPTION	AMOUNT DUE
Traverse Subscription (Initial Term)	
Year 1 – Due upon execution of Agreement	\$68,725.00
Year 2 – Due on or before anniversary of Subscription Date	\$70,787.00
Year 3 – Due on or before anniversary of Subscription Date	\$72,911.00
Professional Services	
Due upon execution of Agreement	\$84,000.00
Due on or before anniversary of Subscription Date*	\$36,000.00

*Failure to pay this amount may result in Northwoods' pausing Your subscription until payment is received.

ATTACHMENT B

Terms of Service

1) **USAGE GRANT:**

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

2) **OWNERSHIP:**

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



3) **CUSTOMER RESPONSIBILITIES:**

- a) In order to use the Northwoods Software, You must have or must obtain access to the internet, either directly or through devices that access Web-based Content. You must also provide all equipment necessary to make (and maintain) such connection to the internet.
- b) You agree to provide at least one (1) "System Administrator" responsible for the administration, supervision and management of the Software.
- c) You will provide and assign a unique password and usernames to each authorized user. You acknowledge and agree that You are prohibited from sharing passwords and or usernames with unauthorized users. You will be responsible for the confidentiality and use of Your (including Your employees') passwords and usernames. You agree to notify Northwoods if You become aware of any loss or theft or unauthorized use of any of Your passwords, usernames, and/or account number.

ATTACHMENT C

Ongoing Support

SUPPORT CENTER ACCESS

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

ESCALATION / SEVERITY LEVELS

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

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

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

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

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

TELEPHONE SUPPORT

The Telephone Support phone number is 833-323-2637

SUBMITTING A CASE

Users may log a case as follows:

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

REPRODUCING ERRORS

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

EXCLUSIONS

Ongoing Support does not include any of the following:

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

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

DOCUMENTATION AND VIDEOS

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

SCHEDULE C1

Service Level Agreement

Service Commitment

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

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

Definitions

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

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

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

Service Credits

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

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

Credit Request and Payment Procedures

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

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

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

Hosting Services Exclusions

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

Attachment D

See Attached

Attachment A: Quote

Prepared For: Nevada County HHSA (CA)
Project Title: Nevada County HHS (CA) Traverse
Prepared By: Michael Drabek
Effective From: 4/19/2024
Expiration Date: 7/19/2024

Project Scope Summary

This firm fixed price quote details the professional services and software as-a-service (SaaS) subscription costs associated with implementing Traverse on behalf of Nevada County DSS. Please refer to the submitted Statement of Work for additional information.

Subscription Software	Total Cost
Traverse Subscription up to 25 users (EDMS, Forms, Workflow, Batch Integration, Case Discovery, Connect, Reports, SSO, Hosting)	\$68,725.00
Subtotal	\$68,725.00

Firm Fixed Professional Services	Total Cost
Professional Services	\$249,780.00
Discount	\$129,780.00
Subtotal	\$120,000.00

Year 1 Pricing Summary	Total Cost
Subscription Software	\$68,725.00
Firm Fixed Professional Services	\$120,000.00
Grand Total	\$188,725.00

Year 2 & 3 Pricing Summary	Total Cost
Year 2 Subscription Software	\$70,787.00
Year 3 Subscription Software	\$72,911.00

Three Year Contract Total	\$332,423
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**Sales tax not included.*



NORTHWOODS®

Attachment D: Statement of Work

Traverse Implementation Project

Presented to

Nevada County, California
Department of Social Services

Document Version

Version 2.0

Date Submitted

July 10, 2024



Copyright and Trademark Notice

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Purpose

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

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



Project Scope

The project objective is to deploy Traverse for use by up to 20 Nevada DSS users in the following business units:

- Emergency Response
- Child Welfare Services (CWS)
- Ongoing
- In-Home Supportive Services (IHSS)

Deliverables

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

- | | |
|------------------------------|----------------------------|
| • Baseline Project Schedule | • Training Schedule |
| • Client Software Deployment | • Business Process Review |
| • SaaS Environment Setup | • Solution Design Document |
| • Baseline ETL Configuration | • Taxonomy Development |
| • Electronic Forms Design | • Workflow Development |
| • System and ETL Testing | • Solution Review |
| • Training | • Implementation Support |

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

Northwoods Project Team Roles

The Northwoods project management team is responsible for ensuring the satisfactory and timely completion of each project task by planning, organizing, motivating, and controlling human and equipment/material resources and applying project management methodologies in alignment with Project Management Institute (PMI) standards.

The Northwoods project team will include the following roles:



Role	Responsibilities
Project Manager	Manages the project implementation approach, staffing, responsibilities, and delivery of services. Serves as one of the primary points of contact for Nevada DSS. Oversees and supports solution rollout. Responsible for day-to-day project quality assurance.
Solution Analyst	Leads business process review sessions, consulting with Nevada DSS subject matter experts (SMEs) on identified areas where Traverse will intersect with day-to-day business processes. Provides consultation around what agency forms should be included in Traverse. Ensures the solution is appropriately configured and meets Nevada DSS' needs. Ensures the readiness of Nevada DSS as it pertains to the delivery of training. Provides direct training support to ensure Traverse is appropriately adopted by Nevada DSS workers.
Solution Architect	Participates in technical evaluation sessions. Designs ETL agents according to the Solution Design Document deliverable. Ensures Traverse successfully integrates with applicable Nevada DSS systems. Responsible for incorporating Nevada DSS' taxonomy into Traverse and building Nevada DSS-specific service deliveries within the application. Provides consultation on how Nevada DSS should deploy Traverse. Responsible for testing the designed ETL solution(s).
Forms Design Team	Responsible for overseeing the collection and development of up to a total of up to 75 electronic forms.

Nevada DSS Key Project Team Roles

The Nevada DSS project team will include at least the following key roles:

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 Northwoods solution. Ensures that solution adoption continues to increase after the project is completed.
Head Coach	Responsible for monitoring the overall quality of the project and furthering the ongoing integration of the Northwoods solution into day-to-day business processes. Ensures that solution adoption continues to increase after the project is completed.



Role	Responsibility
Assistant Coach	Responsible for the day-to-day training and support needs of the Northwoods solution. Ensures the delivery of training occurs during the onboarding process for new hire staff.
IT Lead	Responsible for provisioning necessary hardware and facilitating access to systems that are required to be integrated with Traverse. Responsible for serving as the technical subject matter expert.
Subject Matter Experts	Responsible for participating in business process reviews with Northwoods staff, as well as other identified activities.
System Administrators	Responsible for system administration activities, including maintaining user accounts within Traverse.



Work Activities

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

Project Planning and Management

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

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



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

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

Coaching Consultation

Northwoods will provide Nevada DSS with coaching consultation before, during, and after solution implementation, which will assist with the implementation of Traverse and create the foundation for long-term solution success.

Using our coaching approach, we spend significant time assisting an agency in creating and developing a coaching team. We apply our expertise and knowledge of agency business units by working with an agency's stakeholders to evaluate, identify, and develop the best possible staff members to:

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

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

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

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

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

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

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



Business Process Review

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

During the course of the project, the Northwoods project team meets with the Nevada DSS SMEs to review Traverse—specifically functionality related to the Traverse web application, Traverse forms, and the Traverse mobile application—and discuss potential business process changes. Nevada DSS SMEs, composed of representatives from different roles within the Emergency Response, CWS, Ongoing, and IHSS business units, will be asked to review how existing processes will be affected by Traverse, changes that will help workers realize the most benefits from Traverse, and any other decisions that may affect business processes.

Following each business process review meeting, Nevada DSS SMEs evaluate any necessary business process changes related to the use of Traverse. The Nevada DSS SMEs document the current business process, how the business process will change when using Traverse, and any other considerations that Nevada DSS should consider when implementing the business process change.

Taxonomy Development

Northwoods will assist Nevada DSS in developing a custom content taxonomy—the organizational structure for electronic content in Traverse—which involves Northwoods working with Nevada DSS SMEs as they create the agency's taxonomy.

Specifically, Northwoods will:

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

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

Electronic Forms Design

Electronic Forms Design consists of all activities required for the Northwoods forms designers to convert up to a maximum of 75 existing paper-based and electronic forms into a user-friendly format.

Northwoods uses a forms design process that allows experienced forms designers to create electronic forms that an agency uses every day. Northwoods will start the form design process by holding discovery sessions with Nevada DSS SMEs to identify up to 75 agency forms for design within Traverse.



Following discovery sessions, Northwoods forms designers will create an electronic template for each form provided by Nevada DSS SMEs. Northwoods forms designers will then add form fields to the template—including, but not limited to, text fields, checkboxes, drop-down lists, and signature fields—based on Nevada DSS' existing paper or electronic forms. Northwoods will also add form fields, based on the design request of Nevada DSS, that can be configured as required fields or autofilled with a case, client, and/or service provider's information.

Please note that Nevada DSS will be responsible for identifying and providing all forms (up to 75 forms) during the course of the project. After Northwoods finishes designing the identified forms, regardless of the number of forms actually converted, any requests for additional electronic forms conversions that were not identified during the project are considered out of scope and will be subject to additional fees.²

Workflow Development

Northwoods will configure up to 10 workflows in Traverse on behalf of Nevada DSS.

Northwoods will facilitate a Workflow Requirements and Business Rules Workshop with Nevada DSS SMEs in order to gather information about the workflows that Northwoods will configure in Traverse. Following this workshop, Northwoods will document the workflow configuration within the Solution Design Document deliverable as well as configure the workflows within Traverse.

Following the Solution Review, Northwoods will promote the workflow configuration to Nevada DSS' production environment.

Client Hardware Deployment

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

Required client-side hardware includes the following³:

- Desktop scanners (one Ricoh fi-8170 Desktop Scanner is recommended per unit)

² Following project closure, Northwoods forms designers will provide Nevada DSS with up to 15 hours of forms maintenance per year. Forms maintenance involves creating, updating, and retiring electronic forms in Nevada DSS' forms library. If Nevada DSS elects to add additional forms into Traverse, the county will be able to draw upon its forms maintenance hours when engaging Northwoods. Any additional electronic forms design and/or maintenance beyond the allocated hours will require a separate work order subject to additional fees.

³ While Traverse requires the hardware listed in this SOW at the time of writing, the [Traverse Technical Requirements](#) document contains up-to-date hardware versions required for Traverse to function correctly.



Optional client-side hardware for users who need to access the Traverse mobile application includes one of the following types of tablets or phones:

- Apple iPad Wi-Fi and 4G Tablets with iPadOS 16 or greater
- Apple iPhone with iOS 16 or greater
- Android phones or tablets with Android 13 or greater
 - 128 GB of internal storage
 - 8 GB of RAM
 - 8 cores x 1.8 GHz CPU
 - 64 MP camera

Client Software Deployment

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

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

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

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

Case File Scanning

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

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



ETL Configuration

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

- A bulk import of demographic data from CWS/CMS into Traverse
- An ongoing batch import (delta replication) of demographic data from CWS/CMS into Traverse
- A bulk import of demographic data from CMIPS into Traverse
- An ongoing batch import (delta replication) of demographic data from CMIPS into Traverse

Northwoods will determine ETL requirements—inclusive of a unique case file or case member identifier, custom entity fields (up to 15), etc.—during the ancillary system evaluation sessions, documenting the results in the Solution Design Document project deliverable.

Consistent with the approved Solution Design Document, Nevada DSS will provide Northwoods with, at a minimum, a CWS/CMS CSV file (or similar method of transport) and CMIPS CSV file consisting of case, client, and service provider demographic data.

Northwoods will then complete a preliminary configuration of the ETL agent to ensure it appropriately receives data.

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

Following successful testing, Northwoods will conduct a formal solution review with Nevada DSS as described in [“Solution Review”](#) on page 12, which will enable Nevada DSS to verify that CWS/CMS and CMIPS data is appropriately leveraged within Traverse.

Please note that the data transfer from CWS/CMS and CMIPS will be one way (from CWS/CMS into Traverse and CMIPS into Traverse). Exporting data from Traverse to either of these systems is considered outside project scope and would be subject to change request(s) and appropriate State access/approvals.

System and ETL Testing

The Northwoods project team will test the complete, integrated Traverse solution to confirm it complies with specified requirements (both functional and non-functional) as identified in the Solution Design Document deliverable.

System and ETL testing involves testing of the complete end-to-end system, inclusive of unique ETL process(es), to validate that Traverse will meet Nevada DSS’ needs. Including a comprehensive set of functional, operational, and ETL tests, system and ETL testing will be successfully completed before Northwoods and Nevada DSS participate in a formal solution review.



Solution Review

Once system testing and ETL testing is successfully completed, Northwoods will conduct a solution review with Nevada DSS. During the solution review, Northwoods will walk Nevada DSS through its Traverse configuration, as well as how external data is stored and organized within Traverse (verifying that all case, client, and organization data is mapped to the appropriate fields within Traverse).

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

Once the solution review is successfully completed and approved, the baseline Traverse configuration and ETL configuration will be placed under configuration management, which will serve as references for future configuration and/or ETL modifications.

Baseline categories include:

- **Preliminary ETL Baseline (changes moderately controlled):** Establishes the benchmark solution configuration, inclusive of the ETL configuration(s), once the Solution Design Document deliverable is approved.
- **System and ETL Testing Baseline (changes strictly controlled):** Reflects the release for testing criteria for both system testing and ETL testing.
- **Production Baseline (changes strictly controlled or controlled by change order):** Reflects a completed, client-accepted system that is ready for the production release.

Training and Implementation Support

Training and implementation support ensure that an agency's workers know how to use Traverse, allowing the agency to minimize disruption to daily workloads as Traverse goes live.

Training

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

Solution Demonstration

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



Web-Based Training

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

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

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

End User Training

Northwoods will conduct Traverse end user training, using newly identified business process decisions made during the business process review sessions to demonstrate day-to-day uses of Traverse. During end user training activities, Northwoods will continue to work with the Nevada DSS coaching team, building the coaching team's Traverse skillset.

Northwoods will also provide Traverse end user training to administrative staff responsible for scanning existing case files into Traverse, as well as report-, staff management-, and work sharing-specific training for agency supervisors (or applicable staff, as deemed appropriate).

System Administrator Training

Northwoods will also provide Nevada DSS with system administrator training, which will enable its system administrators to perform account management functions within Traverse, as well as make basic configuration changes to Nevada DSS' overall solution (for example, adding an additional content type to Nevada DSS' Traverse taxonomy).

Implementation Support

Following the completion of training activities, Northwoods will provide the Nevada DSS with implementation support effectively support the project's implementation and foster Traverse adoption.

Implementation support is arguably the most important step for the solution to achieve overall success at an agency. Up to this point, coaches and end users have seen and learned what Traverse can and will do based on the features of the software. During implementation support, Nevada DSS staff will learn how to use the software to support their daily activities and job functions.

During this step, a Northwoods project team member provides direct support to Nevada DSS workers in order to share successes and challenges, incorporate the solution into their daily tasks, and clarify any areas of confusion. This support promotes trust and confidence not only in the software but also with business processes being implemented. Having implementation support increases user knowledge, confidence, and adoption, and reduces the likelihood that users will resort back to a paper-based system. During this support, the Northwoods



project team member also actively works with the Nevada DSS coaching team to ensure it develops overarching agency best practices.

Work Requirements

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

Phase 0: All Project Phases

The following work requirements define the specific tasks the Northwoods project team and the Nevada 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 Nevada DSS Project Manager.

Responsibilities

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

Phase 1: Startup

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

Objectives

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

Responsibilities

Code	Description	Responsible Party
1.1	Introduce Nevada DSS to the Northwoods project team members and provide the agency with appropriate contact information	Northwoods
1.2	Introduce Northwoods to the Nevada DSS Project Manager	Nevada DSS
1.3	Request 4 to 6 common Nevada DSS forms to begin Traverse forms design	Northwoods
1.4	Provide 4 to 6 forms to Northwoods	Nevada DSS
1.5	Facilitate planning meeting with the Nevada DSS Project Manager 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
1.6	Attend planning meeting with the Northwoods project team	Nevada DSS
1.7	Review project management procedures with the Nevada DSS Project Manager	Northwoods
1.8	Review the format and frequency of status reports with the Nevada DSS Project Manager	Northwoods
1.9	Develop and submit the Baseline Project Schedule to the Nevada DSS Project Manager for review	Northwoods
1.10	Evaluate and approve the Baseline Project Schedule	Nevada DSS
1.11	Facilitate technology meeting with Nevada DSS to: <ul style="list-style-type: none"> • Identify technical requirements and discuss implementation timelines • Discuss CWS/CMS ETL technical requirements • Discuss CMIPS ETL technical requirements • Discuss the Traverse 3rd Party Compatibility Matrix technical requirements 	Northwoods
1.12	Attend technology meeting with Northwoods	Nevada DSS
1.13	Identify and assign the Nevada DSS coaching team, subject matter experts, forms team, and taxonomy team	Nevada DSS



Code	Description	Responsible Party
1.14	Request user information for the Nevada DSS coaching team, forms team, taxonomy team, and IT team for Traverse user provisioning	Northwoods
1.15	Provide user information for the Nevada DSS coaching team, forms team, taxonomy team, and IT team for Traverse user provisioning	Nevada DSS
1.16	Schedule agency staff and provide environment/equipment for initial solution demonstration	Nevada DSS

Phase 2: Design

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

Objectives

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

Responsibilities

Code	Description	Responsible Party
2.1	Provision the test and production SaaS environment(s)	Northwoods
2.2	Facilitate a coaching team session on coaching implementation methodology and communication	Northwoods
2.3	Participate in the coaching team session	Nevada DSS
2.4	Take inventory of and order client hardware to ensure that it is available for deployment to Traverse end users	Nevada DSS
2.5	Provision and distribute client-side hardware based on Northwoods' recommendations	Nevada DSS
2.6	Lead initial solution demonstration for Nevada DSS staff	Northwoods
2.7	Attend initial solution demonstration	Nevada DSS
2.8	Facilitate Forms Gathering Introduction with the Nevada DSS forms team	Northwoods

Code	Description	Responsible Party
2.9	Participate in the Forms Gathering Introduction	Nevada DSS
2.10	Facilitate the Taxonomy Workshop	Northwoods
2.11	Participate in the Taxonomy Workshop	Nevada DSS
2.12	Facilitate the Workflow Development Workshop	Northwoods
2.13	Attend the Workflow Development Workshop	Nevada DSS
2.14	Facilitate Forms Gathering Workshop with the Nevada DSS forms team	Northwoods
2.15	Participate in the Forms Gathering Workshop	Nevada DSS
2.16	Review existing forms library and update forms as needed to prepare for electronic forms design	Nevada DSS
2.17	Provide Northwoods with up to 75 electronic forms, including applicable specifications, for design within Traverse	Nevada DSS
2.18	Begin designing up to 75 electronic forms within Traverse	Northwoods
2.19	Facilitate business process review sessions with Nevada DSS SMEs	Northwoods
2.20	Participate in all business process review sessions	Nevada DSS
2.21	Develop and submit Solution Design Document to Nevada DSS for review	Northwoods
2.22	Evaluate and approve the Solution Design Document	Nevada DSS
2.23	Provision server(s) for ETL agent	Northwoods
2.24	Stand up the ETL agent	Northwoods
2.25	Provide Northwoods with, at minimum, a CSV file for CWS/CMS demographic data	Nevada DSS
2.26	Provide Northwoods with, at minimum, a CSV file for CMIPS demographic data	Nevada DSS
2.27	Develop the ETL process(es) based on requirements in the Solution Design Document, completing preliminary configurations of the ETL agent to ensure it appropriately receives CWS/CMS and CMIPS data	Northwoods
2.28	Provide Nevada DSS with technical requirements for configuring Microsoft Azure Active Directory to accommodate Traverse Single Sign-On (Traverse SSO) integration	Northwoods



Code	Description	Responsible Party
2.29	Configure Microsoft Azure Active Directory according to Northwoods-provided technical requirements	Nevada DSS
2.30	Configure Traverse SSO to integrate with Nevada DSS' Microsoft Azure Active Directory for user authentication purposes	Northwoods
2.31	Configure groups in the Traverse production environment to accommodate Emergency Response, CWS, Ongoing, and IHSS end users	Northwoods
2.32	Request full end user information for Traverse user provisioning	Northwoods
2.33	Provide full end user information for Traverse user provisioning	Nevada DSS
2.34	Provide finalized taxonomy to Northwoods	Nevada DSS
2.35	Configure Traverse according to solution requirements	Northwoods

Phase 3: Test

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

Objective

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

Responsibilities

Code	Description	Responsible Party
3.1	Perform system testing within a dedicated test environment to verify the solution's configuration complies with specified requirements	Northwoods
3.2	Perform ETL testing within a dedicated test environment to ensure the ETL process(es) are configured correctly and in accordance with the Solution Design Document	Northwoods
3.3	Provide Nevada DSS IT with consultation around updating hardware and software systems configuration, as needed	Northwoods
3.4	Facilitate solution review with Nevada DSS	Northwoods

Code	Description	Responsible Party
3.5	Participate in the solution review	Nevada DSS
3.6	Formally approve the solution review	Nevada DSS
3.7	Grant Northwoods approval to deploy Traverse to the production environment	Nevada DSS
3.8	Deploy ETL process(es) to the Traverse production environment	Northwoods

Phase 4: Deploy

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

Objective

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

Responsibilities

Code	Description	Responsible Party
4.1	Place designed electronic forms into the Nevada DSS Traverse production system	Northwoods
4.2	Deploy client-side hardware based on recommendations	Nevada DSS
4.3	Deploy desktop scanner drivers to applicable worker desktops	Nevada DSS
4.4	Install the Dynamsoft scanning utility on worker desktops	Nevada DSS
4.5	Install the Traverse Virtual Print Driver on worker desktops	Nevada DSS
4.6	Add Traverse browser shortcut to worker desktops	Nevada DSS
4.7	Add Traverse to favorites/bookmarks in worker browsers	Nevada DSS
4.8	Add Traverse link to Nevada DSS intranet site	Nevada DSS
4.9	Deploy the Traverse mobile application to worker mobile devices	Nevada DSS
4.10	Develop and submit training schedule to Nevada DSS for review	Northwoods
4.11	Evaluate and approve the training schedule	Nevada DSS

Code	Description	Responsible Party
4.12	Schedule training sessions, create rosters, and provide training equipment and logistical support	Nevada DSS
4.13	Conduct Traverse system administration training for designated Nevada DSS staff	Northwoods
4.14	Participate in Traverse system administration training	Nevada DSS
4.15	Review maintenance and support protocol/procedures with Nevada DSS	Northwoods
4.16	Review maintenance and support protocol/procedures with Northwoods	Nevada DSS
4.17	Conduct the) end user kickoff training session, introducing end users to Traverse	Nevada DSS
4.18	Conduct Traverse instructor-led training sessions with Nevada DSS end users	Northwoods
4.19	Participate in Traverse instructor-led training sessions	Nevada DSS
4.20	Provide materials on onboarding and support for post-project success	Northwoods
4.21	Conduct targeted implementation support sessions with Nevada DSS staff	Northwoods
4.22	Participate in targeted implementation support sessions	Nevada DSS
4.23	Conduct an end-of-project assessment	Northwoods

Phase 5: Closeout

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

Objective

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



Responsibilities

Code	Description	Responsible Party
5.1	Review outstanding issues with the Nevada DSS Project Manager	Northwoods
5.2	Review Project Acceptance Criteria with the Nevada DSS Project Sponsor and Project Manager	Northwoods
5.3	Submit Project Acceptance form for signoff	Northwoods
5.4	Approve project acceptance	Nevada DSS
5.5	Perform administrative closure: final invoicing; collection and archival of project records; and release of project resources (for example, staff, facilities, and automated systems)	Northwoods
5.6	Decommission the Traverse test environment	Northwoods

Location and Hours of Work

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

- Open/escorted facility access for project team members (including after hours when work activities cannot be accomplished during normal business hours)
- Office space and/or cubicles with the ability to be secured and at least one active network jack (Ethernet connection), or wireless access point, and one electrical connection
- Office furniture (desk and chairs)
- Meeting rooms with an overhead projector, whiteboard, and supplies for conducting facilitated meetings (based on availability)

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

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



Project Acceptance

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

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

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

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

Project Assumptions

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

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	Nevada DSS will provide Northwoods with local and remote (VPN) network access and appropriate security privileges to application server(s) for the Northwoods project team to complete configuration of solution software. To facilitate an expedient project implementation, this access should be unescorted whenever possible.
A.3	General	Nevada 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, procedure documentation, and/or consultation for all supporting systems

Code	Topic	Assumption
A.4	General	Nevada DSS will adhere to timeframes established in a mutually agreed upon Baseline Project Schedule. Delays in project activities may result in additional service costs, change orders, and possible delays in the project.
A.5	Project Planning and Management	The Nevada DSS Project Manager or Nevada DSS Head Coach will coordinate activities for Nevada DSS resources (for example, personnel and facilities).
A.6	Forms Design	The Northwoods project team will be responsible for reviewing and approving all Traverse forms prior to placing them in the production environment.
A.7	Forms Design	The Northwoods forms designers will only design forms in English and—upon request—Spanish, with each designed form contributing to the total number of forms purchased in accordance with the Nevada DSS Traverse contract. Nevada DSS will be responsible for identifying and/or requesting Spanish forms during project startup.
A.8	Client Hardware Deployment	Nevada DSS will purchase and install client hardware within timeframes established in a mutually agreed upon Baseline Project Schedule. Delays in purchasing client hardware may result in additional service costs and possible delays in the project.
A.9	Client Hardware Deployment	Nevada DSS will be responsible for configuring an appropriate Enterprise Mobility Management (EMM) tool.
A.10	Client Hardware Deployment	Northwoods will provide technical specifications for Nevada DSS to procure all necessary client hardware.
A.11	Client Hardware Deployment	Nevada DSS will be responsible for purchasing appropriate desktop scanners.
A.12	Commercially Available Software	Traverse is a commercially available software product. As such, suggestions for changes/enhancements to software source code may be considered for future releases, but implementation will not be contingent upon these changes.
A.13	System Integration	Nevada DSS will adhere to Northwoods-provided requirements for Traverse SSO integration with Nevada DSS' Microsoft Azure Active Directory.
A.14	Extract, Transform, Load	Nevada DSS will adhere to the Solution Design Document and the ETL specifications provided by Northwoods.
A.15	Extract, Transform, Load	Changes to the ETL process(es) will be subject to Change Management, as detailed in " Appendix A: Change Management ".

Code	Topic	Assumption
A.16	Extract, Transform, Load	Nevada DSS will be responsible for providing Northwoods with access to CWS/CMS and CMIPS demographic data.
A.17	Extract, Transform, Load	Extract files are deleted after they have been successfully captured on the Traverse server. If, for any reason, there is already one or more extract file in the same location, the ETL process will place the new extract file in the location.
A.18	Extract, Transform, Load	CWS/CMS and CMIPS data files, provided by Nevada DSS in a format specified by Northwoods, must have a unique identifier for each case and person.
A.19	Extract, Transform, Load	A unique identifier must exist between CWS/CMS and Traverse, as well as CMIPS and Traverse, in order to connect documents to the correct person, case, or organization.
A.20	Extract, Transform, Load	Nevada DSS will be responsible for resolving any duplicate records for cases and people within CWS/CMS and CMIPS prior to the execution of any Traverse ETL process(es).
A.21	Extract, Transform, Load	Northwoods will not be responsible for resolving any duplicate records for cases and people within Traverse. Nevada DSS will be responsible for resolving duplicate records within CWS/CMS and CMIPS.
A.22	Extract, Transform, Load	Nevada DSS must provide Northwoods with a prompt response in the event Northwoods identifies a CWS/CMS or CMIPS data issue or a connection issue with the ETL server.
A.23	Extract, Transform, Load	Northwoods will only be able to automate the merging of entities in Traverse (cases, people, or organizations) if Nevada DSS provides data that includes information about which entities are merged and when. Without this data, Northwoods will be unable to automate the merging of entities (and content connected to those entities) when that action occurs in CWS/CMS or CMIPS.
A.24	Extract, Transform, Load	Northwoods will only be able to automate the purging (or expungement) of records if Nevada DSS provides an ingestible spreadsheet (in a format provided by Northwoods) or appropriate database access that clearly identifies what should be purged (or expunged) with unique identifiers.

Code	Topic	Assumption
A.25	Extract, Transform, Load	<p>When Nevada DSS provides a spreadsheet (or database access) of unique identifiers for entities that should be purged or expunged at a regular cadence, content connected to those purged records will be deleted according to the following business rules:</p> <ul style="list-style-type: none"> • Content connected to a deleted case, and nothing else, will be deleted. • Content connected to a deleted case, and only other person records, will be deleted. • Content connected to a deleted case, and also any other cases, will be retained on those other case pages. <p>Any change to these business rules will be subject to Change Management, as detailed in "Appendix A: Change Management".</p>
A.26	Testing	Nevada DSS will provide the appropriate network access and security privileges for Northwoods' testers.
A.27	Testing	Following completion of the solution review, as detailed in " Phase 3: Test ," Northwoods will promote Traverse to its production environment (upon Nevada DSS' approval and authorization). Upon project completion, Northwoods will decommission the Traverse test environment.
A.28	Training	Consistent with the approved training schedule, Nevada DSS will ensure users can access web-based training.
A.29	Training	Based on a mutually approved training schedule, Nevada DSS users will attend each scheduled training session. Northwoods is not responsible for makeup training sessions.
A.30	Out of Scope	Imaging of closed case files (that is, backfile scanning) outside of case file scanning mutually approved during the project is considered outside of project scope. Northwoods will train Nevada DSS on scanning best practices for the open and active cases that will be ingested during implementation. While Nevada DSS will be responsible for scanning any inactive and/or closed case files, this activity will not impact Northwoods' ability to implement Traverse and ultimately close this project in a timely manner.
A.31	Out of Scope	Shredding of paper documents is considered outside of project scope.
A.32	Out of Scope	Following project closure, any forms maintenance requests that exceed the allotted 15 hours of forms maintenance is considered outside of project scope and will be subject to additional fees.
A.33	Out of Scope	Importing case notes from CWS/CMS or CMIPS is considered out of scope.



Appendix A: Change Management

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

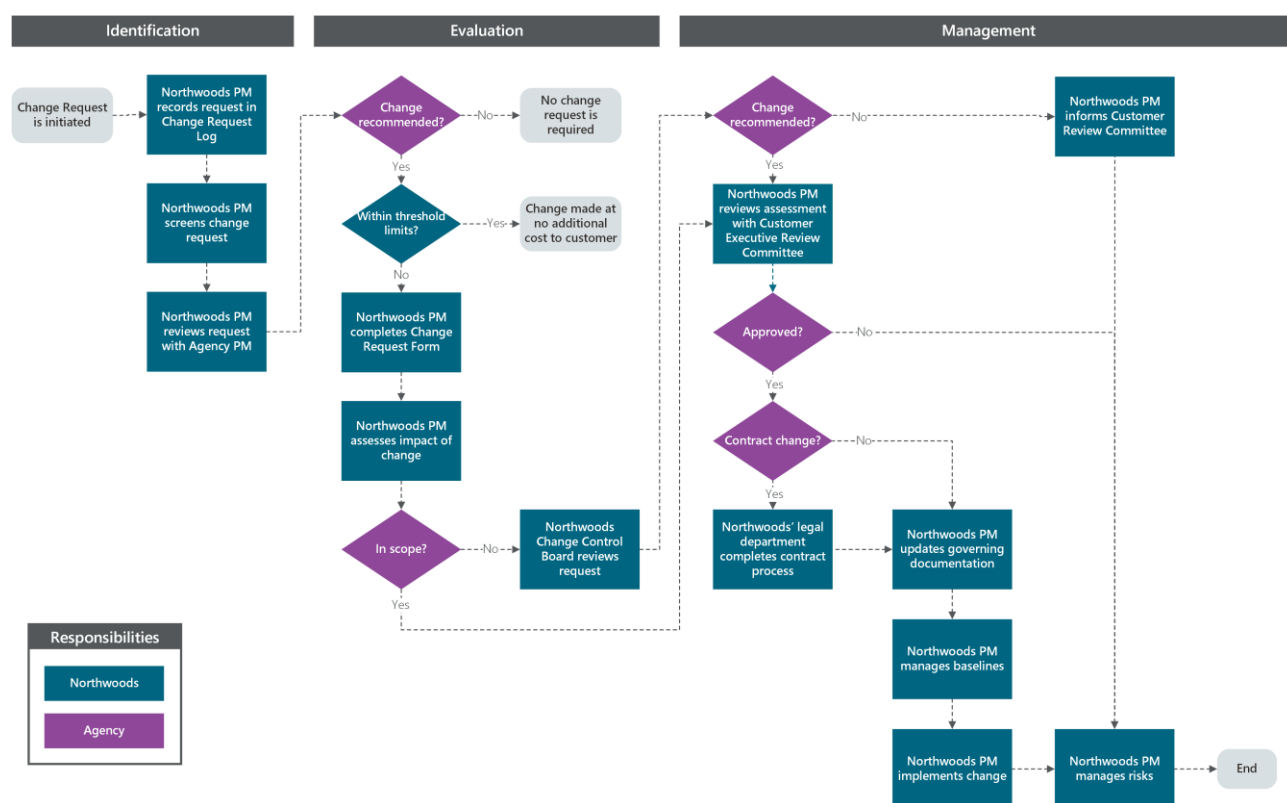
Change Control Process

The purpose of Northwoods’ Change Control Process is to ensure that changes within the project are made in a consistent manner and that key stakeholders are informed of the state of the requested changes and the impact of these changes. Whenever possible, the Northwoods project team works with Nevada 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 Change Request (CR) form to the Northwoods Project Manager. The Northwoods Project Manager screens the request to determine whether or not there is adequate information for evaluation. The Northwoods Project Manager may request that more information be provided. Once enough information is available to assess the CR, the Northwoods Project Manager reviews the request with the Nevada DSS Project Manager, and they collectively decide if the change should be recommended for further evaluation.

Evaluation

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

Management

The Northwoods Project Manager is responsible for implementing approved change requests and managing the risks associated with all approved or rejected change requests. The details surrounding all approved change requests expanding the scope of the project, are provided to each respective legal department to determine if such changes require a change to existing governing project documents or whether additional governing documents are required.



Appendix B: Deliverable Review Procedures

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

- In accordance with the scope of work defined for this project
- Complete and ready for handover
- Reviewed and approved by the Nevada 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 Nevada DSS SMEs.
- **Functional Review:** The informal and immediate review of a deliverable to gain immediate feedback about content or technical quality. Alterations to the deliverable often occur during the review. Functional reviews are most appropriate for written deliverables or performance-based deliverables within the area of expertise and/or responsibility of a single person or small work group.
- **Walk-Through Inspection:** The informal and immediate examination of material or equipment. The purpose is to validate the completion of a deliverable work activity. Walk-through inspections are most appropriate for performance-based deliverables within the area of expertise and/or responsibility of a single person or small work group.

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

Formal Evaluation

The following deliverable acceptance procedure describes the formal evaluation process:

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



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

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

Functional Review

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

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



business days after notification of corrective action is sent to the Nevada DSS Project Manager for the Nevada DSS Project Manager to approve or reject the corrected deliverable, unless the Nevada DSS Project Manager notifies the Northwoods Project Manager that additional time is required. Both the Northwoods Project Manager and the Nevada 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 Nevada DSS Project Manager must mutually agree to the time period for corrective action.
6. Any deliverables not inspected within the agreed upon period are deemed accepted by the Nevada 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 Nevada 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 Nevada 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 Nevada DSS Project Manager may immediately attempt to make alterations to the deliverable. If the deliverable meets the outlined specifications, the Nevada 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 Nevada 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 Nevada DSS Project Manager. The Northwoods Project Manager and the Nevada DSS Project Manager meet within three business days after notification of corrective action is sent to the Nevada DSS Project Manager for the Nevada DSS Project Manager to approve or reject the corrected deliverable, unless the Nevada DSS Project Manager notifies the Northwoods Project Manager that additional time is required. Both the Northwoods Project Manager and the Nevada 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 Nevada DSS Project Manager must mutually agree to the time period for corrective action.
6. Any deliverables not inspected within the agreed upon period are deemed accepted by the Nevada DSS Project Manager.



Acceptance Log

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

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

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

Deliverable	Description	Acceptance Criteria
Baseline Project Schedule	Defines work breakdown activities associated with developing project deliverables and executing project work.	<p><i>Review Method: Formal Evaluation</i></p> <p>The delivered Project Schedule addresses the following:</p> <ul style="list-style-type: none"> • Deliverable task activities • Estimated start and finish dates for all task activities • Intermediate and terminating milestones • Summary tasks that roll up task activities
Training Schedule	Establishes when solution training will occur.	<p><i>Review Method: Formal Evaluation</i></p> <p>The delivered Training Schedule details the time, place, and assigned resource(s) for all project-associated training activities.</p>
Client Software Deployment	Includes the deployment of all client-side software by Nevada DSS.	<p><i>Review Method: Walk-Through Inspection</i></p> <p>Solution software has been installed in accordance with the "Client Software Deployment" section of this document and is ready for production use.</p>
Business Process Review	Includes the review of defined business processes which are a result of the deployment of the Traverse solution.	<p><i>Review Method: Functional Review</i></p> <p>In alignment with the coaching methodology used to implement the full Traverse solution, Business Process Review has been provided to jointly review and analyze business processes leading to the best use of Traverse for the needs of the agency.</p>

Deliverable	Description	Acceptance Criteria
SaaS Environment Setup	Includes provisioning the cloud environment(s).	<p><i>Review Method: Functional Review</i></p> <p>The SaaS environment(s) have been configured and are ready for production.</p>
Solution Design Document	Details the configuration of Traverse as well as the development of the ETL process(es) between CWS/CMS and Traverse, as well as CMIPS and Traverse	<p><i>Review Method: Formal Evaluation</i></p> <p>The delivered Solution Design Document addresses:</p> <ul style="list-style-type: none"> • The baseline Traverse configuration, including content types, workflow development, custom entity fields used to facilitate ETL(s) (up to 15), security groups, content-type security, etc.. • The fields that will be drawn from CWS/CMS and CMIPS • Provides case-, client-, and service provider-based information to from CWS/CMS and CMIPS to Traverse. • Provides relationship-driven information from CWS/CMPS and CMIPS to Traverse, illustrating relationships between case, client, and/or service providers. • Provides content-driven information from CWS/CMS and CMIPS to Traverse, including case narratives, risk assessments, and safety assessments

Deliverable	Description	Acceptance Criteria
Baseline ETL Configuration	Defines the configuration of the ETL process(es).	<i>Review Method: Functional Review</i> ETL process(es) have been configured consistent with the approved Solution Design Document. Preliminary ETL process(es) have been placed under configuration management and baselined as a benchmark and reference point for future system changes.
Taxonomy Development	Details Nevada DSS' taxonomy, which underpins their Traverse solution.	<i>Review Method: Formal Evaluation</i> The taxonomy contains all applicable content types associated with Nevada DSS' business units.
Workflow Development	Details Nevada DSS' workflows configured within Traverse	<i>Review Method: Functional Review</i> The Nevada DSS-specific workflows, as detailed within the Solution Design document, function as intended.
Electronic Forms Design	Includes the design of electronic forms in the Traverse solution.	<i>Review Method: Functional Review</i> Forms created within the Traverse solution, as established in the " Electronic Forms Design " section of this document, have been added to the production environment.
System and ETL Testing	Includes the testing of the Traverse solution and its associated ETL process(es).	<i>Review Method: Walk-Through Inspection</i> The Traverse solution has been tested and approved in accordance with " Phase 3: Test. "
Solution Review	Includes the review of specific baselines to ensure the project is ready to proceed with end-user implementation.	<i>Review Method: Walk-Through Inspection</i> All baselines are deemed acceptable and the solution is ready to "go live."

Deliverable	Description	Acceptance Criteria
Training	Includes training necessary to enable all end users, including front-line workers, supervisors, management, and support staff, to independently operate primary system functions.	<i>Review Method: Functional Review</i> Consistent with the approved training schedule and course descriptions, training has been conducted in accordance with the "Training and Implementation Support" section of this document.
Implementation Support	Includes the post-training personal assistance for Nevada DSS staff by Northwoods personnel.	<i>Review Method: Functional Review</i> Implementation support has been provided in accordance with the "Training and Implementation Support" section of this document.

Exhibit E

INFORMATION TECHNOLOGY SECURITY

1. Notification of Data Security Incident

For purposes of this section, “Data Security Incident” is defined as unauthorized access to the Contractor’s business and/or business systems by a third party, which access could potentially expose County data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, Contractor must notify County **in writing as soon as possible and no later than 48 hours after Contractor determines a Data Security Incident has occurred**. Notice should be made to all parties referenced in the “Notices” section of the Agreement. Notice must reference this contract number. Notice under this section must include the date of incident, Contractor’s systems and/or locations which were affected, and County services or data affected. The duty to notify under this section is broad, requiring disclosure whether any impact to County data is known at the time, to enable County to take immediate protective actions of its data and cloud environments.

Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

2. Data Location

1. Contractor shall not store or transfer non-public County of Nevada data outside the United States. This prohibition includes backup data and Disaster Recovery locations. The Contractor will permit its personnel and contractors to access County of Nevada data remotely only as required to provide technical support. Remote access to data from outside the continental United States is prohibited unless expressly approved in advance and in writing by the County.

2. The Contractor must notify the County **in writing within 48 hours** of any location changes to Contractor’s data center(s) that will process or store County data. Notice should be made to all parties referenced in the “Notices” section of the Agreement.

3. Data Encryption

1. The Contractor shall encrypt all non-public County data in transit regardless of the transit mechanism.

2. The Contractor shall encrypt all non-public County data at rest.

3. Encryption algorithms shall be AES-128 or better.

4. Cybersecurity Awareness and Training

The County maintains a robust Cybersecurity Awareness and Training program intended to assist employees and contractors with maintaining current knowledge of changing cybersecurity threats and countermeasures. Any contractor that is assigned a County network account will be assigned User Awareness training and must complete it within the time period it is assigned. Training completion progress is monitored by sponsor departments and non-compliant users may have their account suspended or restricted.

The County conducts email Phish testing on a regular basis to expose account holders to the types of potential threats. Contractor will maintain a Cybersecurity Awareness and Training program for training staff at a minimum of once a year. Contractor will maintain records of the program for review by the County when requested.