

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
NORTHWOODS CONSULTING PARTNERS, INC.**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ ,  
20\_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called  
"County," and Northwoods Consulting Partners, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained to provide for a redesign and implementation of a content management solution for the Medi-Cal Program with potential for future capability to support other Economic Self-Sufficiency programs.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO  
AS FOLLOWS:**

**1. Exhibits and Attachments**

The following exhibits and attachments are included hereto and incorporated by reference herein:

- Exhibit A - Scope of Work
- Exhibit B - Training and Reporting Requirements
- Exhibit C - Payments and Rates
- Exhibit D - Contractor's Declaration Form
- Exhibit E - Maintenance and Support Agreement

**2. Services to be performed by Contractor**

In consideration of the payments set forth herein and in Exhibit "C," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibits "A," "B," and "E."

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibits "A," "B," and "E," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "C." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **Three Hundred Sixty Six Thousand and One Hundred Eighty Seven Dollars, \$366,187.**

**4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from execution through June 30, 2009.

This Agreement may be terminated by Contractor, the Director of Human Services Agency or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

**5. Availability of Funds**

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

**6. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

**7. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**8. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

**9. Insurance**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-

insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability . . . . . \$1,000,000  
    . . .
- (b) Motor Vehicle Liability Insurance . . . . . \$1,000,000  
    . . .
- (c) Professional Liability . . . . . \$1,000,000  
    . . .

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

## **10. Compliance with laws; payment of Permits/Licenses**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

## **11. Non-Discrimination and Other Requirements**

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation;
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

**12. Compliance with Contractor Employee Jury Service Ordinance**

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

**13. Retention of Records, Right to Monitor and Audit**

(a) Contractor shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.

(c) Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

**14. Merger Clause**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of this body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

**15. Controlling Law and Venue**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

**16. Notices**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

**In the case of County, to:  
Clarisa Simon-Soriano, Director of Automation  
County of San Mateo  
Human Services Agency  
400 Harbor Boulevard, Building C  
Belmont, CA 94002**

**In the case of Contractor, to:  
Chris McConnell, CDIA, Director of Business Development  
Northwoods Consulting Partners, Inc.  
6315 Emerald Parkway  
Dublin, Ohio 43016**

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Adrienne Tissier, President  
Board of Supervisors, San Mateo County

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

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

**NORTHWOODS CONSULTING PARTNERS**

\_\_\_\_\_  
Contractor's Signature

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



**Task Group 1 — Pre-Work**

Activities included in Task Group 1:

Task	Description
PRINST1	Assign a Northwoods Project Manager and advise the customer of the assignment.
PRINST2	Schedule the project kick-off meeting with the customer. Prepare the kick-off meeting agenda.
PRINST3	Hold the project kick-off meeting at the customer site.
PRINST4	Select the appropriate County of San Mateo IT staff who will participate in the installation and support.
PRINST5	Review any Statement of Work that was included with the proposal.
PRINST6	Review and understand tasks to be performed by County of San Mateo IT staff to support the project.

**Task Group 2 — Preparation for OnBase Installation**

Activities included in Task Group 2:

Task	Description
STPRP1	Visit the County of San Mateo site and validate Oracle database and storage devices are ready to accept the OnBase software.
STPRP2	Advise customer of any work that needs to be done to ready server hardware, database software, or server OS for the OnBase installation.

Activities **not** included in Task Group 2:

Task	Description
	Sizing or Installation of servers, server OS, SAN, Oracle database, or any other server side hardware or software or storage devices.

\*San Mateo Human Service Agency will provide the following items for the install of the OnBase system: (1) Virtual Window 2003 Server to host conversion programs, (1) An instance of Oracle 10G database to host the OnBase database repository (1) Virtual Window 2003 Server to host shared storage space for images.

### Task Group 3 — Installation/Configuration of OnBase

Activities included in Task Group 3:

Task	Description
OBINST1	Install the OnBase database on the Oracle server.
OBINST2	Instruct County of San Mateo IT staff on installation of shortcuts to client desktops, or assist with creation of login scripts to automate client installation.
OBINST3	Instruct County of San Mateo IT staff on installation of the Virtual Print driver or the scripting of that installation on client machines.
OBINST4	Hold Discovery session with County of San Mateo to define document types and keywords to be created in OnBase.
OBINST5	Configure OnBase Document Types and Keywords to support the conversion of the Stellent Documents and Metadata.
OBINST6	Install and Configure Application Enabler to enable up to 10 screens in CalWIN.
OBINST7	Create User Groups and setup appropriate security.
OBINST8	*Convert the Ascent Capture scanning stations to output to OnBase rather than the Stellent Format.

\* San Mateo Human Service Agency will have all necessary access, passwords, and configuration software to modify Ascent Capture export scripts.

Activities **not** included in Task Group 3:

Task	Description
	Installation of any software on client machines (to be performed by County of San Mateo IT staff or automated via login scripts).
	Migration of existing full text data from Stellent to OnBase system

## Exhibit "A" – Scope of Work

### Task Group 4 — Conversion of Data and Images

Activities included in Task Group 4:

Task	Description
CASRV1	Install conversion utility on County of San Mateo servers to convert image and metadata to the OnBase format.
CASRV2	Instruct County of San Mateo IT staff on running and monitoring the conversion utility.
CASRV3	Provide 1 <sup>st</sup> line support on any issues that arise during execution of conversion programs
CASRV4	Provide remote and/or onsite diagnosis and resolutions of any issues that arise during conversion process.

\*San Mateo Human Service Agency will provide Northwoods consulting partners VPN remote access to the selected systems for the duration of the project. This connection will be utilized for the remote configuration of the conversion Utility.

Activities **not** included in Task Group 4:

Task	Description
	*Running, monitoring, restarting the conversion utility.

\*County of San Mateo Human Service Agency will provide all necessary server storage space for the conversion of imaged case files from the Stellent to the OnBase system.

### Task Group 5 — Training

Activities included in Task Group 5:

Task	Description
TRNGP1	Train up to 2 County of San Mateo IT staff on running and monitoring the conversion utility.
TRNGP2	Train all HIT Center staff on retrieving documents from OnBase using the standard retrieval dialog and App Enabler from CalWIN.
TRNGP3	Train up to 2 County of San Mateo IT staff on configuration of App Enabler and CalWIN so additional CalWIN screens may be enabled in the future.

Activities **not** included in Task Group 5:

Task	Description
	Training non HIT Center end users on OnBase retrieval, Ascent Capture scanning etc.
	Any custom training materials. Training material will include the standard OnBase help files for retrieval and App Enabler configuration.

\*Northwoods Consulting Partners will not provide training on Ascent Capture since only the export scripts will change.

## **Exhibit B – Training and Reporting Requirements**

### **Reporting Requirements**

Northwoods will submit a written status report upon completion of the following project milestones for Phase I:

1. Completion of Design/Build Phase for Conversion Utility
2. Completion of Implementation Phase

These status reports will be submitted with invoices for professional services to the Director of Automation.

### **Training**

Targeted just-in-time training and hands-on training further increase return on investment. Northwoods will provide full end user training as follows:

- Northwoods will train up to two San Mateo HSA IT staff on running and monitoring the conversion utility.
- Northwoods will train all San Mateo HSA HIT center staff on retrieving documents from OnBase using the standard retrieval dialog and App Enabler from CalWIN.
- Northwoods will train up to two San Mateo HSA IT system administrators on configuration of Application Enabler and CalWIN so additional CalWIN screens may be enabled in the future.



**COUNTY OF SAN MATEO HUMAN SERVICES AGENCY**

**OnBase Software**

Description	Code	Price Each	Qty	Total Price
OnBase Named User Clients	CTIPN1	\$480.00	150	\$72,000.00
OnBase Concurrent Clients	CTIPC1	\$960.00	50	\$48,000.00
OnBase Multi-User Server License	OBIPW1	\$4,000.00	1	\$4,000.00
OnBase Document Import Processor	DPIPW1	\$4,000.00	1	\$4,000.00
OnBase Application Enabler	AEIPI1	\$12,000.00	1	\$12,000.00
OnBase DVD Authoring	DVIPW1	\$1,600.00	1	\$1,600.00
OnBase Distributed Disk Services	DSIPI1	\$4,000.00	1	\$4,000.00
OnBase Virtual Print Driver	PTIPC1	\$4,000.00	1	\$4,000.00
OnBase Integration for Kofax Capture	KXIPI1	\$2,800.00	1	\$2,800.00
OnBase Archival API	ARIPI1	\$4,000.00	1	\$4,000.00
<b>Total for OnBase Software</b>				<b>\$156,400.00</b>

**Northwoods Professional Services**

Description	Total Price
Professional Services	\$158,175.00
<b>Total for Professional Services</b>	<b>\$158,175.00</b>

**Phase I Total Solution Price..... \$314,575.00**

**Annual Maintenance Agreements**

Description	Code	Price Each	Qty	Total Price
OnBase Software Maintenance	MAINT1	\$28,152.00	1	\$28,152.00
Northwoods OnSite Maintenance Plan	MS-NMP-A1	\$23,460.00	1	\$23,460.00
<b>Total for Annual Maintenance Agreements</b>				<b>\$51,612.00</b>

**Phase I Price Including First Year Maintenance..... \$366,187.00**

**Software and Maintenance Payment Terms are as follows:**

- Software licenses (\$156,400) payable upon receipt of the Products. Received date shall be defined as the date the media containing software is delivered to and received by the HSA Director of Automation or her designee.
- Maintenance services of the software (\$51,612) payable upon receipt and approval of invoice by HSA Director of Automation or her designee. The first software maintenance period begins on the day of the software is licensed.

**Professional Services Payment Terms are as follows:**

- 30% of Professional Services or \$47,452.50 payable upon execution of Agreement.
- 40% of Professional Services or \$63,270 payable upon completion of Design/Build Phase for Conversion Utility.
- 30% of Professional Services or \$47,452.50 payable upon completion of Implementation Phase
- All payments payable upon receipt and approval of invoices by HSA Director of Automation or her designee.

**Total Agreement shall not exceed \$366,187.**

**County of San Mateo  
Contractor's Declaration Form**

**I. CONTRACTOR INFORMATION**

Contractor Name:	Northwoods Consulting Partners	Phone:	614-781-7800
Contact Person:	Chris McConnell	Fax:	614-781-7800
Address:	6315 Emerald Parkway Dublin, Ohio 43016		

**II. EQUAL BENEFITS** (check one or more boxes)

*Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.*

- Contractor complies with the County's Equal Benefits Ordinance by:
  - offering equal benefits to employees with spouses and employees with domestic partners.
  - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
  - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for less than \$5,000.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to offer equal benefits when said agreement expires.

**III. NON-DISCRIMINATION** (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

**IV. EMPLOYEE JURY SERVICE** (check one or more boxes)

*Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.*

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
  - the contract is for less than \$100,000
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to comply when the collective bargaining agreement expires.

**I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## **NORTHWOODS MAINTENANCE AND SUPPORT**

### **1.1 Compass/OnBase Software Maintenance Agreement (Phone/Remote)**

The Compass and OnBase Software Maintenance Agreements provide for Help Desk support, Remote Control support and software version upgrades. Phone/Remote Maintenance and Support Services generally will be available during the hours of 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday, excluding holidays, in the normal course of its business, by on-line remote control, telephone or both.

#### **1.1.1 Northwoods Support Center**

The Northwoods Support Center is our customer's first line of support for all system related support issues. All calls for support are made to the Northwoods corporate offices where they will be routed to the appropriate technical support engineer. The technical support engineer will make every attempt to assist the customer in resolving the support issue.

#### **1.1.2 Remote Control Support**

If necessary, our support staff asks permission to enter the customer's system through a remote control connection, including connectivity to the desktops via an industry standard tool. Once a connection is made, the technical support engineer will take control of a customer's system and address the support issue remotely.

The Remote Control Support services assume that we have been granted permission to enter the customers system and that we have the appropriate physical connection established.

#### **1.1.3 Compass Software Version Upgrades**

Each of Northwoods Compass Software products is constantly enhanced via a regimented Product Change Request (PCR) process. PCR's are submitted by both our user base and support personnel and are extensively reviewed by our Product Management team for consideration. Each PCR is assigned a priority and processed through our Development and Quality Assurance teams. As new product versions pass our QA testing, they are released to a diverse community of beta users. These users exercise the software for a period of time, reporting any anomalies directly to their assigned project manager. After completion of the beta testing period, the product release is made available to our Integration Services Team for deployment to our population of users currently covered under maintenance.

All major Compass Software product releases will be provided to the customer by Northwoods as they are released. Minor upgrades and enhancements will be provided to the customer by Northwoods when it is determined that the upgrade or enhancement will directly impact the performance of the customer's system as determined by Northwoods at its sole discretion.

Custom enhancements to the software requested by a customer that are not considered to be part of the PCR process are available on a time and materials or fixed cost basis. Northwoods will provide a cost estimate upon request.

#### **1.1.4 OnBase Software Version Upgrades**

All major OnBase Software upgrades and enhancements will be provided to the customer by Northwoods as they are released. Minor upgrades and enhancements will be provided to the customer by Northwoods when it is determined that the upgrade or enhancement will directly impact the performance of the customer's system as determined by Northwoods at its sole discretion.

### **1.2 Northwoods Support Center Procedures**

The Northwoods Support Center (NSC) is a section of Northwoods that is located in our auxiliary office on Wall St. in Dublin, OH. NSC hours of operation are from 8:00 am to 8:00 pm Eastern Time, Monday through Friday. The staff at the center can be reached by calling 614-545-0999, by email at [help@teamnorthwoods.com](mailto:help@teamnorthwoods.com) or via the web at [www.teamnorthwoods.com](http://www.teamnorthwoods.com)

The NSC was established to provide a one stop support center to our clients and Northwoods team members for issues with all installed software applications covered under a maintenance agreement. All issues are addressed based on their severity and priority.

#### **Mission Statement**

*"The Northwoods Support Center mission is to provide our customers with a centralized point of contact for responsive support. We are committed to quality help through teamwork and a proactive approach to identifying and solving problems. We will strive to exceed our customers' expectations in our ongoing pursuit of service excellence."*

#### **1.2.1 Support Tickets**

When a client contacts the NSC by email, telephone or via the web, the support center personnel will create a support ticket. The NSC utilizes a system to monitor support tickets and track resolutions. These tickets can provide a historical reference of client issues.

#### **1.2.2 Monitoring Support Tickets**

The NSC personnel are responsible for monitoring all active NSC support tickets. The NSC will provide a status update to the reporting party by email. Support tickets that have not been resolved within the parameters set by the escalation procedures will be sent to the System Support Manager (SSM) or to the Director of Operations, if the SSM is unavailable.



### 1.2.3 Prioritizing Support Tickets

Upon the creation of the support ticket, the NSC determines the priority of the issue. Priorities are assigned based on a standard escalation procedure.

#### **High Priority**

High priority issue, all necessary resources are called in to work on issue until resolved. Example: *the entire agency is unable to function.*

All high priority issues are escalated immediately to the System Support Manager (SSM) or if unavailable, to the Director of Operations, if the SSM cannot be reached. Contact is made with the Systems Support Engineer to arrange for the dispatch of an engineer to the site if needed.

#### **Normal Priority**

Every effort is made to resolve these issues within the same day the issue is reported. Example: *a user cannot function.*

The NSC personnel monitor all normal priority issues and escalate to the Systems Support Manager if the issue has not been acknowledged by the assigned Northwoods team member.

#### **Low Priority**

Every effort is made to resolve these issues within 5 business days. Example: *user can still function, but with workarounds.*

The NSC personnel will monitor all low priority issues and follow the procedure for notifying the owner regarding updates.

## 1.3 Northwoods OnSite Services Annual Maintenance

An OnSite Services Annual Maintenance Agreement provides an additional level of support to our customers when a support issue cannot be resolved by phone or remote control or when a customer simply prefers the convenience of being able to turn over complete issue resolution to our staff. OnSite Maintenance and Support Services generally will be available during the hours of 8:00 a.m. to 5:00 p.m. in the time zone where the system is installed, Monday through Friday, excluding Northwoods standard holidays.

On-Site maintenance requires a signed OnSite Maintenance Services Agreement. This agreement provides for on-site support at a fixed annual fee to the customer billed on the day of signing. This agreement takes the guesswork out of the hands of the customer and places all service responsibility on Northwoods. Response to calls for on-site support under this agreement assumes that all other attempts to resolve the support issue have already been made including: Help Desk support and Remote Control support. On-site maintenance support does not include retraining or other services not directly related to resolving an identified support issue.

The OnSite Maintenance Agreement requires that applicable Software Maintenance Agreements be in place during the time period that on-site services are requested.

Additional benefits of OnSite Maintenance include the following:

- Northwoods will provide the professional services to install upgrades or enhancements to your Compass Software™ once a year as needed.
- Northwoods will provide training of your Technical Point of Contact (“TPOC”) on any upgraded or enhanced software while our staff is onsite in the agency.
- Northwoods conducts remote server checks at least semi-monthly to provide preventative maintenance and early warning of developing issues.
- Up to five of your employees can attend each semi-annual Compass Academy Training Conference and Idea Exchange, free of charge.
- At least once a year, a representative from the Northwoods Maintenance Department will visit you to assess needs, answer questions, and make sure you are satisfied with Northwoods service and support.
- Our technicians will serve as a first point of contact on server and RightFax hardware. If we can correct the issue, we will. And if not, we may be able to help resolve the situation through consultation with the hardware vendor.

## **1.4 Modifications Required by Legislative Changes and Other Forced Changes**

Northwoods understands that many of the procedures that are followed by ACDJFS are determined by state and federal laws, rules and regulations and that changes made at the state and federal levels may have an impact on the proposed system. Both the Compass and OnBase software modules are designed in a way to allow for this type of flexibility and many changes can be incorporated by making minor modifications. A recent example was when Child Support Enforcement agencies were required by the IRS to ensure that any IRS information in a person’s file must be kept confidential and locked. Northwoods was able to respond quickly with a solution and provided that solution to its current maintenance customers as part of their maintenance service.

The difficulty with these changes is that they are of an unknown nature. It has been Northwoods philosophy to include changes that maintain the current level of functionality of the software under maintenance. However, changes that would require additional functionality would not be included under maintenance. These changes would be reviewed and included under maintenance solely at our discretion.

Modifications that require additional functionality or are forced changes by non-legislative means, like network or hardware upgrades are not covered under maintenance and would be billed on a time-and-materials basis at the prevailing rate.