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Office of the Sheriff

Jesse Jahner, Sheriff

March 25, 2019

Mary Scherling, Chair
Cass County Commission
211 9th St S.
Fargo, ND 58103

Madam Chair,

On behalf of the Cass County Sheriff's Office, I request time on the agenda for the next regular meeting of the Cass County Commission, for consideration of a contractual agreement with Promise Network, Inc.

As presented at the commission meeting on March 18, 2019, this contract would provide for a pilot program to provide technology enhancements in support of the Community Supervision Program currently operated by the Cass County Sheriff's Office.

This pilot was proposed by the ND Dept. of Human Services (DHS), and they have assured us that the pilot is eligible and approved to be paid for through existing DHS funds. While a final agreement between Cass County and NDDHS is not yet in place, the vendor (Promise Networks, Inc) has included a clause in this proposed contract, 5.1, to stipulate that there would be no financial obligation to the county if the state ultimately fails to follow through with a funding agreement.

I have submitted a copy of this contract to the State's Attorney as well, in hopes that legal guidance will be available at the scheduled meeting.

Proposed Motion "Authorize the Chair to sign an agreement with Promise Network, Inc, to provide services to the Cass County Sheriff's Office for a pilot project to track data and provide support to participants in the Community Supervision Program."

Sincerely,

Capt. Andrew Frobig
Cass County Sheriff's Office

Cass County Sheriff
Law Enforcement Center
1612 23rd Avenue North
P.O. Box 488
Fargo, North Dakota 58107-0488
Phone: 701-241-5800
Fax: 701-241-5806

Cass County Sheriff
Courthouse
211 9th Street South
P.O. Box 488
Fargo, North Dakota 58107-0488
Phone: 701-241-5800
Fax: 701-241-5805

Cass County Jail
450 34th Street South
Fargo, North Dakota 58103
Phone: 701-271-2900
Fax: 701-271-2967

Promise SaaS Agreement

Customer: **Cass County Government**

Address: 211 9th Street S.
Fargo, ND 58103

Contact: **Capt. Andrew Frobig**

Phone: **701-271-2958**

E-Mail: frobiga@casscountyvnd.gov

Address: Cass County Jail
450 34th Street S.
Fargo, ND 58103

Platform Services: Promise's web app and mobile app services, as further described at <https://http://joinpromise.com/>, including: **SEE ATTACHED SCOPE OF WORK**

Professional Services: INTEGRATION PER ATTACHED SCOPE OF WORK

The "Services" mean, collectively, the Platform Services and Professional Services.

Technical Support Services: Phone/email support included in this Agreement at no additional cost.

Initial Term: This Agreement will commence on the Effective Date, and, unless earlier terminated by either party hereto pursuant to Section 6 below, will continue for one (1) year thereafter.

Fees: \$35,000 for initial 12 month period.

Payment Schedule: Quarterly invoicing beginning on the Effective Date

Method of Payment: Check, ACH or Wire

Agreement

This agreement ("Agreement") is entered into on this 1st day of April, 2019, (the "Effective Date") between Promise Network Inc., a Delaware corporation with offices at 436 14th Street, Suite 920, Oakland, CA 94612 ("Promise"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, terms contained in web pages incorporated herein by reference, as well as the accompanying Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There will be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof (unless specifically referencing this Agreement). Each party's acceptance of this Agreement was and is expressly conditional upon the other's acceptance of the terms contained in the Agreement to the exclusion of all other terms.

Promise Network Inc.:

By: _____

Name: Phaedra Ellis-Lamkins

Title: CEO

Customer:

By: _____

Name: Mary Scherling, Chair

Title: Cass County Commission

TERMS AND CONDITIONS

1. SERVICES AND SUPPORT

1.1 Subject to the terms and conditions of this Agreement, Promise will provide Customer with access to the Platform Services (as defined on the Order Form) through the Internet, solely for Customer's internal use. The Platform Services will only be accessible to Customer's employees and contractors who have been issued valid access credentials from Promise ("**Authorized Users**"). Customer will be directly responsible hereunder for all actions and/or inactions of its Authorized Users hereunder. Except for the Mobile App, the software underlying the Platform Services will be hosted on a server under control or direction of Promise. The Platform Services are subject to modification from time to time at Promise's sole discretion, for any purpose deemed appropriate by Promise; provided that Promise will not materially reduce the aggregate features and functionalities of the Platform Services.

1.2 Promise will undertake commercially reasonable efforts to make the Platform Services available 99.9% of the time, excluding any time referred to in the next sentence. Notwithstanding the foregoing, Promise reserves the right to suspend Customer's access to the Platform Services: (i) for scheduled or emergency maintenance, or (ii) while Customer is in breach of this Agreement, including without limitation, failure to pay any amounts due to Promise. Promise will use reasonable efforts to give Customer prior written notice of suspension.

1.3 Subject to all the terms and conditions of this Agreement, Promise will use reasonable commercial efforts to perform the Professional Services in accordance with any specifications set forth in the Order Form. Customer will reasonably cooperate with Promise to facilitate provision of Professional Services. This cooperation will include, without limitation, (i) performing any tasks reasonably necessary for Promise to provide the Professional Services and to avoid unnecessary delays; (ii) fulfilling any Customer obligations described in the Order Form in a timely manner; and (iii) responding to Promise's reasonable requests related to Professional Services in a timely manner. Notwithstanding anything in the Order Form or otherwise to the contrary, Promise will not be liable for any delays in performing the Professional Services that arise, in whole or in part, from Customer's acts or omissions, including, without limitation, its failure to comply with this Section 1.3.

1.4 Subject to the terms and conditions hereof, Promise will provide reasonable support to Customer for the Services as described in the Order Form. Customer will designate an employee who will be responsible for all matters relating to this Agreement ("Primary Contact"). Customer may change the individual designated as Primary Contact at any time by providing written notice to Promise.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Access to all the features and/or functionalities of the Services may require Customer's Authorized Users to download and/or install certain Promise mobile application software (collectively, the "Mobile App"). Subject to Customer's compliance with all of the terms and conditions of this Agreement, Promise hereby grants Customer a limited, personal, non-sublicensable, non-transferable, nonexclusive license to internally use the Mobile App, only in accordance with any accompanying documentation, and only as required to access the Services in accordance with this Agreement.

2.2 Customer will not, and will not permit any third party to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any software (including without limitation, the Mobile App), documentation or data related to the Services (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); modify, translate, or create derivative works based on the Services or software; except as expressly permitted herein, use the Services or software for timesharing or service bureau purposes; use the Services or software other than in accordance with this Agreement and in compliance with all applicable laws and regulations (including but not limited to any privacy laws, and laws and regulations concerning intellectual property, consumer and child protection, obscenity or defamation); except as expressly permitted by the functionalities of the Services, run or use any processes that run or are activated while Customer is not logged on to the Services or that "crawl," "scrape," or "spider" the Services; or use the Services or software in any manner that (1) is harmful, fraudulent, deceptive, threatening,

abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable (including without limitation, accessing any computer, computer system, network, software, or data without authorization, breaching the security of another user or system, and/or attempting to circumvent any user authentication or security process), (2) impersonates any person or entity, including without limitation any employee or representative of Promise, or (3) contains a virus, trojan horse, worm, time bomb, unsolicited bulk, commercial, or "spam" message, malware, or other harmful computer code, file, or program (including without limitation, password guessing programs, decoders, password gatherers, keystroke loggers, cracking tools, packet sniffers, and/or encryption circumvention programs).

2.3 Customer will reasonably cooperate with Promise in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as Promise may reasonably request to assist in its provision of the Services. Customer will also cooperate with Promise in establishing a password or other procedures for verifying that only designated employees of Customer have access to any administrative functions of the Services.

2.4 Customer hereby agrees to defend, indemnify and hold Promise harmless from and against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees), in each case, that are paid or payable to un-Affiliated third parties in connection with any un-Affiliated third party claim or action (i) that alleges any infringement, violation or misappropriation of any intellectual property and/or proprietary right(s) by any Content (as defined below), including, without limitation, in connection with distribution and/or analysis thereof through the Services, or (ii) that alleges any violation of applicable law(s) and/or regulations by Customer or its Authorized Users in performance of its obligations and/or exercise of its rights pursuant to this Agreement; provided Customer is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and sole control over defense and settlement thereof. "Affiliate" means any entity controlling, controlled by, or under common control with a party hereto, where "control" means the ownership of more than 50% of the voting securities in such entity.

2.5 Promise hereby agrees to defend, indemnify and hold Customer harmless from and against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees), in each case, that are paid or payable to un-Affiliated third parties as a result of any un-Affiliated third party claim or action that alleges the infringement, violation or misappropriation of any intellectual property or proprietary right(s) of any third party by the Services (excluding all Content); provided Promise is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and sole control over defense and settlement thereof. The foregoing obligations do not apply with respect to portions or components of the Services (i) not created by or on behalf of Promise, (ii) resulting in whole or in part in accordance with Customer's specifications, (iii) that are modified by Customer or any third party not under the control of Promise after delivery by Promise, (iv) combined with other products, processes or materials (including, without limitation, Content) where the alleged infringement arises out of such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, and/or (vi) where Customer's use of the Services is not strictly in accordance with this Agreement and all related documentation.

3. CONFIDENTIALITY

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's technology or business (hereinafter referred to as "Proprietary Information" of the Disclosing Party).

3.2 The Receiving Party agrees: (i) except as expressly provided herein (including, without limitation, in performance of its obligations and/or exercise of its rights pursuant to this Agreement) not to divulge to any third party any of Disclosing Party's Proprietary Information, or use such Proprietary Information (i) to give access to such Proprietary Information solely to those employees and

contractors with a need to have access thereto for purposes of this Agreement (and who are bound by written confidentiality obligations as protective of the Disclosing Party's Proprietary Information as this Agreement), and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event less than reasonable precautions to protect such Proprietary Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by it without restriction prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party (to the extent legally permissible) gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. Notwithstanding anything to the contrary, Promise may collect data with respect to, use, and disclose, the aggregate response rate and other aggregate measures of the Services' performance and Customer's usage of the Services (including without limitation, the Content); provided that Promise will not identify (or disclose any information or data that could reasonably be used to identify) Customer or any individual without Customer's prior written consent.

3.3 Both parties will have the right to disclose the existence but not the terms and conditions of this Agreement, unless such disclosure is approved in writing by both Parties prior to such disclosure, or is included in a filing required to be made by a party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis as reasonably necessary to potential investors and/or acquirors.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Except as expressly set forth herein, Promise alone (and its licensors, where applicable) will own and retain all intellectual property rights relating to the Services and related software, and all suggestions, ideas, enhancement requests, feedback, and/or recommendations provided by Customer or any third party relating to the Services, which are hereby assigned to Promise. Customer will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this Agreement. Except as expressly set forth herein, this Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Services or related software, or any intellectual property rights.

4.2 As between the parties, Customer and its licensors shall (and Customer hereby represents and warrants that they do) have and retain all right, title and interest (including, without limitation, sole ownership of) all content and data provided by or on behalf of Customer and its Authorized Users to Promise through the Services (collectively, "Content") and the intellectual property rights with respect to that Content. If Promise receives any notice or claim that any Content, or activities hereunder with respect to any Content, may infringe or violate rights of a third party or any applicable law or regulation (a "Claim"), Promise may (but is not required to) suspend activity hereunder with respect to that Content. Customer, on behalf of itself and its suppliers and licensors (as applicable) hereby grants Promise a worldwide, non-transferable, non-sublicensable, nonexclusive license to view, copy, reformat, distribute, display and analyze the Content solely in connection with Promise's performance of the Services.

4.3 Promise is permitted to disclose that Customer is one of its customers to any third-party at its sole discretion, and to place Customer's name and logo on its website and marketing materials for this purpose.

5. PAYMENT OF FEES

5.1 Customer will pay Promise the applicable fees as set forth in the Order Form (the "Fees"), without any right of set-off or deduction. All payments will be made in accordance with the payment schedule and the method of payment set forth in the Order Form. If not otherwise specified, payments will be due within thirty (30) days of invoice. All Fees paid hereunder (including any prepaid amounts) are non-refundable and non-cancelable, including without limitation if this Agreement is terminated in accordance with Section 6 below. It is the

understanding of both parties, that Fees will be coming from the State of North Dakota. If, due to actions beyond the control of Customer, after diligent efforts to secure such payment, the State of North Dakota fails to provide funding for the Fees pursuant this Agreement, Promise will forgive such Fees due from Customer hereunder, solely with respect to the Initial Term.

5.2 Unpaid Fees are subject to a finance charge of one percent (1.0%) per month, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees. Fees under this Agreement are exclusive of all taxes, including national, state or provincial and local use, sales, value-added, property and similar taxes, if any. Customer agrees to pay such taxes (excluding taxes based on Promise's net income) unless Customer has provided Promise with a valid exemption certificate. In the case of any withholding requirements, Customer will pay any required withholding itself and will not reduce the amount paid to Promise on account thereof.

6. TERMINATION

6.1 Unless earlier terminated in accordance with this Section 6, this Agreement shall continue for the Initial Term (as defined in the Order Form). After the Initial Term, this Agreement will automatically renew for successive one-year periods (each, a "Renewal Term," and collectively with the Initial Term, the "Term"), unless and until either party provides the other with at least thirty (30) days' written notice of its intention not to renew prior to the end of the then-current Term.

6.2 Either party hereto may terminate this Agreement upon thirty (30) calendar days' prior written notice in the event of any material breach of this Agreement by the other party hereto (including, without limitation, by Promise in the event of any breach by Customer of Section 2.2 and/or failure to pay any amounts when due hereunder) that is not cured during such notice period.

6.3 Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings (provided such proceedings are not dismissed within one hundred twenty (120) days of such institution), (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business, in each case, without a successor.

6.4 Customer's access to the Services, and any licenses granted hereunder to Customer, shall terminate upon any termination of this Agreement. Subject to the foregoing, the following Sections will survive any termination of this Agreement: 2.2, 2.4, 2.5, 3 through 6, 8 through 11, and any accrued rights to payment.

7. GENERAL WARRANTIES

Each party represents and warrants to the other party that (a) it has the legal right and power to enter into this Agreement, (b) the performance of its obligations and/or exercise of its rights hereunder (including, without limitation, for Customer, its collection, use and/or disclosure to Promise of any personally identifiable information via the Services) will not violate or conflict with (1) any agreements, contracts or other arrangements to which it is a party, or (2) any applicable law and/or regulation, and (c) the execution of this Agreement and the performance by it of the transactions contemplated hereby have been duly authorized by all necessary corporate action and any other consents required to be obtained by it have been obtained.

8. WARRANTY DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES, DOCUMENTATION, AND ANYTHING ELSE PROVIDED BY PROMISE IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS. CUSTOMER ASSUMES ALL RESPONSIBILITIES FOR SELECTION OF THE SERVICES TO ACHIEVE CUSTOMER'S INTENDED RESULTS, AND FOR THE USE OF, AND RESULTS OBTAINED FROM, THE SERVICES. PROMISE HEREBY DISCLAIMS ANY AND ALL ADDITIONAL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. PROMISE DOES NOT WARRANT THAT THE SERVICES, DOCUMENTATION AND/OR ANYTHING ELSE PROVIDED IN CONNECTION WITH THIS AGREEMENT WILL BE ERROR-FREE OR THAT THE SERVICES WILL WORK WITHOUT INTERRUPTIONS. THE

FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY HERETO OR THEIR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES, OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT, ANY DELAY OR INABILITY TO USE THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

THE TOTAL LIABILITY OF EACH PARTY AND ITS LICENSORS, WITH RESPECT TO THIS AGREEMENT, AND/OR ANY SERVICES PROVIDED, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE GREATER OF (A) FEES PAID TO PROMISE HEREUNDER IN THE TWELVE-MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED, OR (B) \$1,000. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. U.S. GOVERNMENT MATTERS

Notwithstanding anything to the contrary, Customer may not provide to any person or export or re-export or allow the export or re-export of the Services or any software or anything related thereto or any direct product thereof (collectively "Controlled Subject Matter"), in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Without limiting the foregoing Customer acknowledges and agrees that the Controlled Subject Matter will not be used or transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. Use of the Services is representation and

warranty that the user is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The Controlled Subject Matter may use or include encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations. As defined in FAR section 2.101, any software and documentation provided by Promise are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by either party, except with the other party's prior written consent; provided that each party may transfer and/or assign this Agreement to a successor in connection with a sale of all or substantially all of its business or assets to which this Agreement relates. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties (for clarity, not including Authorized Users) and supersedes and cancels all previous written and oral agreements, communications and other understandings between the parties hereto relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed or otherwise agreed to by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect whatsoever. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid. Neither party will be liable for any loss resulting from a cause over which it does not have direct control. This Agreement will be governed by the laws of the State of California, U.S.A. without regard to its conflict of laws provisions. The federal and state courts sitting in San Francisco County, California, U.S.A. will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement.



Scope of Work for Promise + Cass County, ND Pilot

Overview

This partnership between Promise and Cass County Community Supervision will be to support the county in tracking key data, the deputies who are supporting the participants and the participants themselves.

The focus of the pilot will be to:

- **Improve support for participants** by offering a system that coordinates communication between case workers and clients. The Promise mobile application, offered to all participants, enables the entry and tracking of case specific information such as medication reminders, appointment times and locations, and court related commitments. The mobile app provides each client with the ability to view their full care plan, track their progress, and view all related obligations and appointments in real time. Via the app, clients are able to “check-in” to confirm their arrival with location verification. In-app notifications and automated text message reminders also support adherence to the care plan.
- **Improve the current workflow process** for staff managing CCCS
- **Develop and track metrics** to help assess the cost and effectiveness of the CCCS program as a community supervision alternative to incarceration for a post-conviction population, especially with regard to target audiences such as the SUD and MH populations

As a result of this pilot:

- **Improved outcomes** resulting from better coordination and implementation of care plans for clients
- CCCS supervisors have **data that demonstrates the effectiveness of their community supervision program** and can provide insight to other government agencies regarding best practices for supporting SUD and MH populations for best results
- **Key metrics are available for Cass County, other counties, and the state overall** to make decisions on criminal justice matters, including treatment as an alternative to incarceration



What Promise will provide

1. Web-based case management tool for CCCS staff

Promise will provide a web application that allows CCCS staff to both enter information for and view all CCCS clients. The information collected in the system will be agreed upon by CCCS staff and Promise. CCCS staff will be able to enter new clients, create and edit client care plans, keeping data in sync with the Promise Mobile App for clients. This tool will be centred around supporting a participant through their lifecycle of care and will be delivered in two phases:

In Phase 1, you'll be able to:

1. View the full list of program participants (active and not active)
2. Add new participants
3. View individual participant account (profile and care plan)
4. Edit or update individual participant details (care plan obligations, notes, set status of care plan items (completed or missed))
5. Document and check participant's progress and compliance

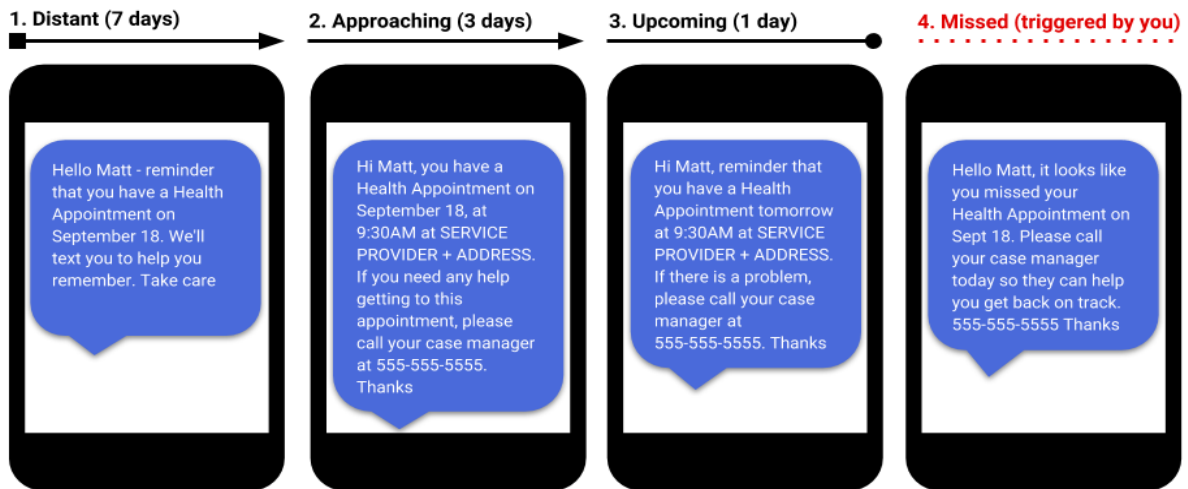
In Phase 2, you will also be able to:

1. Edit automated message templates
2. Add notes per event
3. View timeline
4. View workflow dashboard to prioritize your work. This tool will surface and highlight all participants who "need review" or other key workflow items
5. Send ad-hoc messages

2. SMS (text message) automated reminders to CCCS clients

Promise will provide automated SMS care plan reminders for any CCCS client with a cell phone number, a confirmed care plan (conditions of release) and their language listed as either English or Spanish.

- The CCCS staff will be responsible for setting the care plan for each CCCS client.
- The reminders will be as specific as the care plan indicates (requirement, provider, frequency, location, time, language, etc.)
- The reminders will be sent at intervals agreed to by the CCCS staff and Promise.
- The reminder message templates will be agreed to by the CCCS staff and Promise.

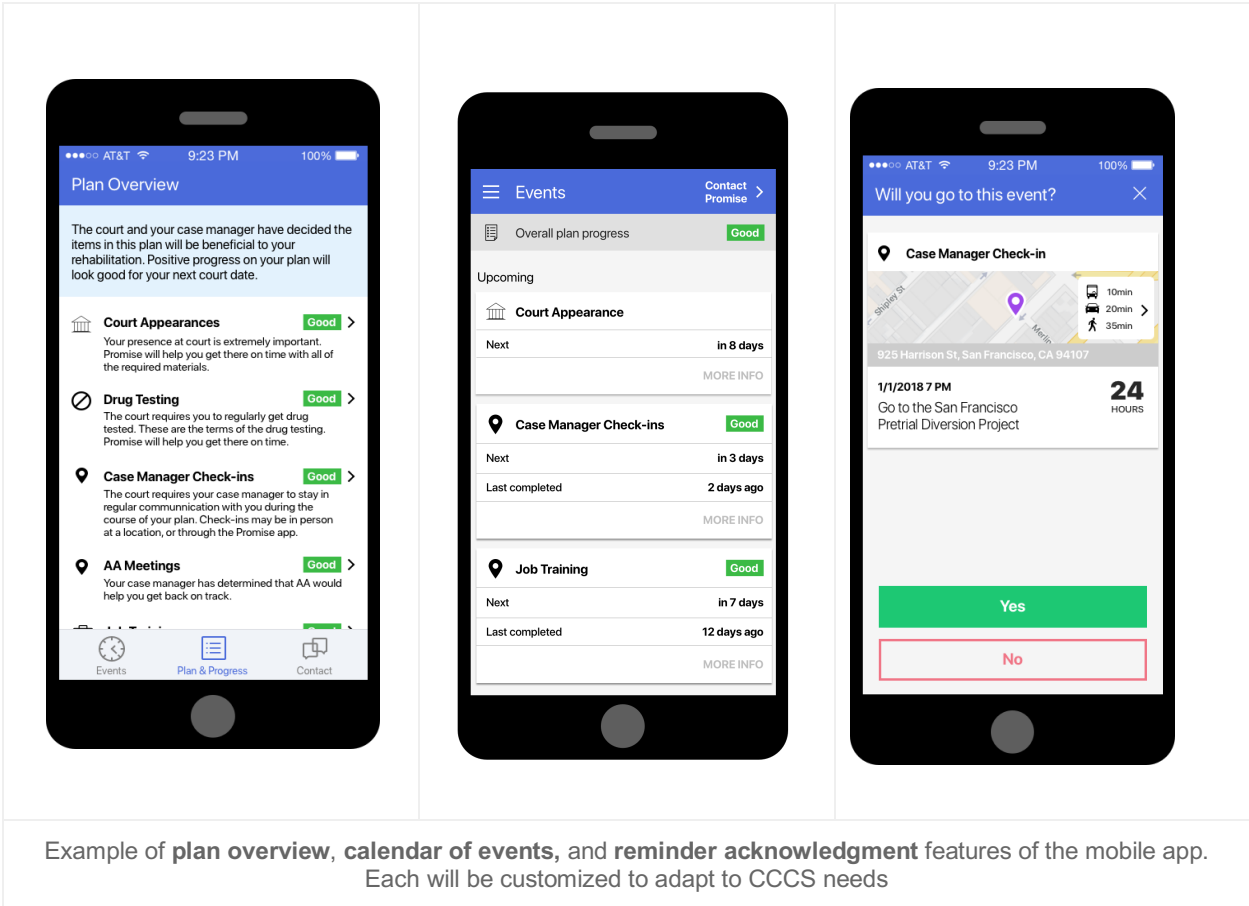


Example of how Promise's reminder function. The message templates and intervals will be adjusted to fit with CCCS's program preferences

3. A mobile app for clients

Promise will provide an Android and iPhone application for CCCS clients. Through the app, clients will be able to:

- View a summary of their care plan, their progress, and any case notes that can be shared.
- View a calendar with upcoming dates and other date-based activities such as CCCS check-ins.
- [Receive and acknowledge reminders](#) for required activities that have a date and location.
- Survey for clients
- For clients who can not or choose not to install the Promise app, reminders will be delivered over SMS but the other functionality of the app will not be available to them.



4. Metrics Tracker

Promise will provide tools to track time and resources spent by CCCS staff. The exact metrics will be determined between CCCS staff and Promise and will depend on the data available to Promise.

Details to be agreed to with CCCS

5. Research, Data Analysis, and Recommendations on services

Details to be agreed to with CCCS

Tentative Rollout Phases Dates are estimates and subject to Promise having access to required data. Parties may adjust dates as needed.

Phase	Work Item	Estimated Time
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0	Research and Development	Complete
1	Configuration of case management tool and historic data upload	2 weeks from contract signing
2	Launch automated SMS reminders	3 weeks from contract signing
3	Launch app	3 weeks from contract signing
4	Reporting Dashboard based on data in Case Management Tool	TBD by client and Promise based on desired data analysis
5	Phase 2 of Case Management Tool delivered	TBD

What Cass County will provide:

- 1. Assigned contact for case management related questions**
- 2. Assigned contact for technology related questions**
- 3. Access to agreed upon data systems or information for system integration/data sharing, metrics tracking etc.**
- 4. Access to select Cass County clients for structured facilitated focus groups related to the app**
- 5. Access to select Cass County staff for structured facilitated focus groups related to Promise's services**
- 6. Time with staff to assist with above-listed phases and ongoing check-ins against agreed upon scope of work**