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March 28, 2023

Board of County Commissioners
Cass County Government
211 9th Street South
Fargo ND 58103

Re: HSO Managed Services 12 month post-implementation contract

Dear Commissioners:

In January 2022, Cass County leveraged HSO as an implementation partner for Dynamics 365. Dynamics 365 is an enterprise resource planning (ERP) software system that coordinates the flow of data between the county's business processes by linking the general ledger, banking, financials, purchasing, projects, and work orders. HSO was engaged to bring best practice recommendations and provide an implementation team that is well-versed in government practices. During the initial consultation, it was proposed that the implementation would take 12 months followed by two years of managed services.

The implementation kicked off in January 2022, the go-live for the budget planning module took place in June 2022, followed by the implementation of the remaining financial management system. The original scope was expanded to include the Projects and Asset Management modules which resulted in the initial go-live that was initially scheduled for January 2023 to be pushed out to the end of March.

As implementation is now approaching go-live and in line with the original proposal and agreement, we would like to leverage HSO's Managed Services team for ongoing support and enhancements. The managed services contract is attached for reference and is structured as Time and Material which means that we are only billed for the services used.

The service agreement includes coverage from Monday through Friday, 8 AM - 4 PM CST. There is a one-time fee of \$5,000 for set up and transition with the Managed Services Team. The HSO Implementation Team will spend up to 40 hours prior to the start of application support to prepare the Managed Services Team and the Client for transition into application support. The support fee will be charged at \$205 per hour for all services under Section 1 of this Agreement. The cost will **not** exceed \$10,250 per month unless there is approval from the Client to exceed 50 hours of billable support in any given month. For emergency, unscheduled, and off-hour work, the rates will be \$250 per hour.

Sincerely,

Brandy Madrigga
Cass County Finance Director

SUGGESTED MOTION:

Move to approve a 12-month contract, commencing April 2023, with HSO Enterprise Solutions, LLC for ongoing time and material managed services at a maximum cost of \$10,250 per month and, if required, related 2023 budget adjustment at year end.

This Managed Services Agreement (this “Agreement”, “SOW”), effective as of April 2023, describes services to be performed by HSO Enterprise Solutions, LLC (“HSO”) for Cass County, North Dakota (“Client”), and is issued pursuant to the executed Master Services Agreement (the “MSA”). This Agreement is subject to the terms and conditions set forth in the MSA.

Client:	Cass County
Project Name:	Managed Services – D365 F&O
Tracking ID #:	
Estimated Start Date:	
Estimated End Date:	1 Year after Official Start Date

This Agreement is divided into the following sections:

- 1. Services Description of the services to be performed
- 2. Schedule, Resources and Costs Services schedule and payment information
- 3. Terms and Conditions Fundamental assumptions underlying this document
- 4. Approval Approval and execution of this Agreement

1. SERVICES

Client has requested assistance from HSO’s Managed Services Team to provide application support services related to the Client’s Microsoft Dynamics 365 for Finance and Operations (F&O) application. HSO will provide the services as described in this SOW for the term of this SOW.

1.1 Application Support Services

HSO Managed Services is a dedicated team that shall continually support the Client’s Dynamics 365 and related Microsoft technologies for the term of this SOW.

Solution					
Name					
Microsoft Dynamics 365F&O					
Applications			Author		
D365 for Finance and Operations			Microsoft		
Configuration					
Environment	Location	Configuration Item	Author	HSO CSP	In Scope
CassCount-GLD	Cloud	D365F&O v 10.0.30	Microsoft	No	Yes
CassCounty-BLD	Cloud	D365F&O v 10.0.30	Microsoft	No	Yes
(BLD) CassCounty-UAT	Cloud	D365F&O v 10.0.31	Microsoft	No	Yes
CassCounty-PROD	Cloud	D365F&O v 10.0.31	Microsoft	No	Yes
CassCounty-MIG	Cloud	D365F&O v 10.0.30	Microsoft	No	Yes
Interfaces	Description	Type	HSO Resp.	In Scope	

Regions	User Count	Business Release No.		
North America (USA)	TBD	BR2		

Category of Services		
Support Services	Incident Requests	Per
Incident Management	Unlimited	Agreement
Microsoft One Version Upgrades and Updates	Up to 8	Year
Environment Maintenance – Backup and Refreshes	As Needed	Agreement
Security Role Management	As Needed	Agreement
Ad Hoc Requests	Limited to 40 hours	Request
Change & Release Management Deliverables	No. of Requests	Managed By
Code Release and Promotion Process	As needed	Delivery Manager
Application Management Deliverables	Frequency	Managed By
Service Review and Support Case Status Update	1 per week	Delivery Manager

In the event of changes to the scope of services and/or configuration items, as specified in this agreement shall be amended in consultation between the Client and HSO.

Summary of services to be provided for the categories below:

Key Activities	Terms	Key Activities	Terms
Case Management (Functional)		Environment Maintenance	
Modules		Environment Management	
Company Copy/Vendor	T&M	Synchronization of Non-Prod Environments	T&M
Fixed Assets	T&M	Data Refreshes (3 per month)	T&M
Data Entities	T&M	Reprovisioning & shutting down environments	T&M
Procurement	T&M	Performance Issues (Bugs and Environments)	T&M
AP/AR	T&M	Supported Integrations	
General Ledger	T&M	Under 4 hours of effort	T&M
Budgets	T&M	Over 4 hours of effort	T&M
Pos	T&M	Security Role Management	
Workflows	T&M	Roles and Permissions	
Batch Jobs	T&M	Adding and Removing users in D365 F&O	T&M
SKG	T&M	Designing roles and permissions	T&M
Punchouts (Internal to D365)	T&M	Creating new roles and permissions	T&M
Dynad	T&M	Assigning roles and permissions	T&M
Project Accounting	T&M	Modifying roles and permissions	T&M
Case Management (Technical)		Adding and removing privileges	T&M
Break/Fix on Production		Security Reporting	
Under 4 hours of effort	T&M	Detailed or custom reporting on Security	T&M
Over 4 hours of effort	T&M	D365 Performance Tune Up	
MSFT/Vendor Hotfix		2 Tunes Ups per year after MSFT conducts DynPerf	
Hotfix Installation	T&M	MSFT recommendations - Under 8 hours of effort	T&M
Related Break/Fix Issues	T&M	MSFT recommendations - Over 8 hours of effort	T&M
MSFT One Version Upgrade Analysis		(Ad Hoc Services) < 40 hours of effort	
Impact analysis and review	T&M	Special Projects	
Estimation of issues related to One Version	T&M	Customizations	T&M
Related Break/Fix under 8 hours of effort	T&M	Enhancements	T&M
Related Break/Fix over 8 hours of effort	T&M	Consulting Services\Business Process Re-engineering	T&M

1.1.1 Case Management (Includes Patches & Hotfixes for Break Fix & Bug Fix/Resolution Management)

Case Management refers to the day-to-day functional and technical issues that may arise with the use of an application. Requests can be as simple as a question about functionality and more complex like fixing a bug. HSO will

provide functional and technical application support to Client to ensure operation of the Microsoft Dynamics 365 system for users. Under Case Management, the services include:

- Triaging of issues
 - This is the Initial review of the issue, prioritization, and assignment.
 - If the client has triaged the issue and has provided the detailed steps of the triage and outcomes, HSO will not replicate the steps that HICV conducted, if it is not necessary to resolved the issue.
- Troubleshooting
 - The assigned resource will review and plan the work for resolving the issue. Tickets will be addressed in a First in, First out process. The Client will be informed of the findings as soon as an update is available, along with an estimation of time to correct the issue.
- Help desk services (Questions, How-To's, Navigation)
 - HSO Managed Services will provide Q&A assistance with functional and technical issues as it pertains to the current implementation, assist with questions on how to use the application and best practices.
- Break-fix
 - Bugs and technical issues: HSO Managed Services will provide development services based on best practices, including HSO development practices, and in conjunction with the Client's practices for development.
 - Analysis – The functional and /or technical requirements will be documented and shared with the client for review.
 - Design – The functions of the fix will be defined and reviewed with the client for approval.
 - Development – The programming that occurs based on the requirements outlined in Design.
 - Testing – Trying out the application and fix to identify errors and confirming that requirements outlined in Design are met.
 - Implementation – Deploying the code so that it is available for the Client to use.
 - Integration issues
 - HSO Managed Services will support integration (listed in section 1.1 under supported integrations) issues.

1.1.2 Patches & Hotfixes for Break Fix

Some issues and bugs are addressed and resolved by Microsoft or a Third Party Vendor in the form of a patch or hotfix to resolve a specific issue. HSO will apply patches and hotfixes related to Case Management issues submitted by the Client. HSO will implement the patch/hotfix based on Microsoft or the Third Party's recommendations and instructions.

The client is responsible for full regression testing of the system after a resolution, patch or hotfix is applied.

1.1.3 Bug Fix/Resolution Management

Issues submitted by the Client may require additional escalated support from Microsoft or a Third Party vendor. HSO will facilitate and manage the bug resolution process with Microsoft or the Third Party. HSO will use all commercially reasonable efforts to promptly resolve any issue under this Section 1.1.1.2 with the vendor. However, some resolutions require billable hours. The Client will be notified if billable time is required to implement the solution. HSO will not proceed with any such additional time or expenses without prior written approval from the Client.

The client is responsible for full regression testing of the system after a resolution, patch or hotfix is applied.

1.1.4 Microsoft Continuous Updates (*One Version)

Microsoft will release critical updates, hotfixes or upgrades to Dynamics 365, to repair or improve it. HSO will evaluate the updates and inform the client of potential impact. HSO will also schedule the update to the Client's environments for installation.

Microsoft will issue updates (aka One Version Service Updates) with combined application and platform updates on a regular scheduled basis.

HSO Managed Services will:

- Review Microsoft's update documentation and the client's customizations for the update analysis. Findings will be documented for the Client's review and approval.
- Schedule the updates to install to the Development/Test environments for regression testing.
 - The client is responsible for full regression testing of the Microsoft One Version update.
 - Client will be responsible for testing the application after the updates are applied. HSO Managed Services can assist in regression testing as a separate billable project, as long as the Client can provide updated test documentation and test scripts.
 - Unless the client has Test Scripts or the RSAT tool developed and implemented, HSO Managed Services will not be developing Test Scripts or implementing the RSAT tool.
- Provide estimates on fixing issues uncovered during testing.
- Fix issues identified with the Client's approval.
 - Resolutions to issues discovered during the client's regression testing will be billed Time and Materials.

* "One Version" is Microsoft's terminology for its scheduled upgrades to D365 and the client is allowed to skip or delay upgrades under the terms of Microsoft.

1.1.5 Environment Maintenance

Environments to be maintained are listed in Section 1.1 under Supported Environments. HSO Managed Services will:

- Synchronize the Client's D365 F&O Cloud non-production environments as it pertains to the Supported Products listed in Section 1.1, when needed. Code is backed up and managed using Azure DevOps.
- Refresh operations from Production to UAT and UAT to Tier 1 environments. This contract includes up to 3 database refreshes per month, upon the Client's request.
- Reprovision, migrate and remove environments that are no longer in use.
 - Each developer resource in Managed Services requires their own Dynamics 365 for Finance and Operations instance with properly licensed developer tools. Client must approve the provisioning of these instances, as they are needed.
- Triage, debug and resolve bugs associated with the integrations listed in Section 1.1 under Supported Integrations.
 - Enhancements or customizations to these integrations will be handled as a billable exercise.
- Performance issues will be handled as a billable exercise.

HSO Managed Services will not be providing monitoring services for servers, integrations or performance.

The Client will be responsible for configuring their IT environment for interaction with Azure environment based on pre-requisites required for Dynamics 365 for Finance and Operations to function properly.

1.1.6 Security Roles Management

As new users are added or existing users change roles and responsibilities, it may be necessary to create or adjust security roles. HSO will help the Client with planning, creating and configuring of roles and assignment of users in complex Cloud environments, D365 and O365 shared security.

HSO will cover all D365 F&O tasks related to:

- Adding and removing of users in D365 F&O
- Designing new OOB roles and permissions
 - Will require Client input and approval
- Creating and assigning new roles and permissions
- Modifying new roles and permissions
 - Adding and removing privileges
- Creating new security reports

1.2 Ad Hoc Additions

To compliment HSO Managed Services’ application support, Client may also choose to add additional services to thisSOW to enhance the application and provide extra services to its users. The Client will be billed Time and Materials for any additional services above and beyond the support and management of the application as listed above in Section 1.1 under Ad Hoc Services.

1.2.1 Minor Enhancements, Customizations and Configurations

The HSO Managed Service team can assist the Client with continual improvements to their Dynamics 365 application by providing functional and technical expertise to support enhancements and changes as the Client’s business evolves. Enhancements and changes to the application will include Design, Development, Testing, Training and Deployment.

1.2.2 Remote Training Refresher

From time to time, the Client may require training sessions or refreshers for its users. Training can be conducted in a number of different models such as one-on-one, group or Train-the-Trainer. HSO will assist in planning the training agenda, creating training documentation and conducting the training.

1.2.3 Report Development and Amendment

The HSO Managed Services team can assist the client in the enhancement of existing reports as well as the design and development of new reports.

1.2.4 HSO Consulting Services

The Client may also request consulting services offered by HSO such as upgrades, solution architecture, development, design and analysis. Depending on the scope of the work, it may be handled by the Professional Service Team.

Notes:

- Ad hoc requests are restricted to under 40 hours of effort.
- Work requiring more than 40 hours will require an SOW and will be considered project work.
- If the work requested exceeds 40 hours, a Statement of Work will be required and rates are subject to the HSO Professional Services Team’s consulting rates.

2. SLA’S, RESOURCES, AND COSTS

2.1 Service Level Agreement (SLA)

The following Service Levels will be used to manage priority of a case. The Service Levels apply only to support services documented in this SOW.

All issues submitted to HSO Managed Services are defaulted to Severity 3. The client can define the appropriate severity of the issues.

Severity	Acknowledgement (Email Response or Call)	Initial Response	Minimum Subsequent Response Time
1	30 Minutes	1 Hour	Every 2 hours
2	1 Hour	4 Hours	Every 4 hours

3	1 Hour	8 Hours	Every 24 hours
4	1 Hour	3 Business Days	Weekly Updates

Severity 1 – Critical Business Impact (urgent)

A problem that severely impacts your use of the software in a production environment (such as loss of production data or a case in which your production systems are not functioning). The situation halts your business operations and no procedural workaround exists.

Severity 2 – Serious Business Impact (high)

A problem where the software is functioning but your use in a production environment is severely reduced. The situation is causing a high impact to portions of your business operations and no procedural workaround exists.

Severity 3 – Minor Business Impact (medium)

A problem that involves partial, non-critical loss of use of the software in a production environment or development environment. For production environments, there is a medium-to-low impact on your business, but your business continues to function, including by using a procedural workaround. For development environments, the situation is causing your project to no longer continue or migrate into production.

Severity 4 – No Business Impact or Enhancement Request (low)

A general usage question, reporting of a documentation error, or recommendation for a future product enhancement or modification. For production environments, there is low-to-no impact on your business or the performance or functionality of your system. For development environments, there is a medium-to-low impact on your business, but your business continues to function, including by using a procedural workaround.

Notes:

- The Managed Services Team will issue responses as soon as there are relevant updates. The client can also request updates for their cases at any time by contacting Managed Services resources or via the Managed Services portal. At a minimum, Managed Services will issue subsequent responses and updates to the client based on the SLA table displayed above.

2.2 Coverage Hours

The HSO Managed Services Team is accessible via the Customer Support Portal, email and telephone during the following hours of operation: Monday – Friday 9:00 AM – 5:00 PM (EST or EDT, as applicable).

If the client requires support outside of normal business hours, the following options are available:

- If the client is aware of the need for support outside of normal business hours, Managed Services can schedule resources to be available with at least two weeks’ notice. The client will be billed for the time that the consultant is scheduled to be available after normal business hours. For example, if the client requests that the consultant be available for 8 hours during the weekend, the client will be charged a minimum of 8 hours including any time past the 8 hours.
- If the client needs support that is normal/high priority but cannot wait until the next business day, the client can submit a case, followed by a call to the Managed Services Team Lead and/or VP of Managed Services. HSO will secure resources to assist the client.
- If the client needs support for a Severity 1 issue, please follow the process outlined in section 2.4.3.

Managed Services holidays are listed in the Assumptions section below.

2.3 Resources

The following resources will be available to HSO Managed Services Clients based on complexities of the issues. Resources levels are not necessarily correlated with severity levels.

Level	Group	Note
I	Managed Services	Level 1 Resources are the dedicated Managed Services Team Members and they will handle the majority of incidents and development work submitted.
II	Delivery	Level 2 Resources will handle advanced technical and functional issues that cannot be resolved by Level 1 resources. These resources could be senior or subject matter experts from within HSO.
III	Executive/Microsoft	Level 3 Resources will handle core software/system issues and any issues not able to be resolved by Level 2 resources.

The Managed Services Team Lead is primarily responsible for escalation for Level I, II and III (Microsoft). The VP of Managed Services is also responsible for Level III escalations to Executives and Microsoft, if necessary.

Escalation Contact Information

Level	Name	Role	Number	Email
I, II, III	Christine Thies	MS Team Lead	617-485-5239	cthies@hso.com
III	Peter Dear	VP of MS	617-485-5203	pdear@hso.com

2.4 Request Submissions and Handling

HSO will provide a Customer Support Portal for the Client to submit and handle all requests. The process flow is described below:

2.4.1 Support/Helpdesk Request

- ✓ The Client submits request to HSO via the Customer Support Portal.
- ✓ HSO acknowledges the request by email response or a phone call.
- ✓ The Client is notified of the ticket creation and the Client will update their own ticketing system with the HSO case number.
- ✓ The Client's request is researched by HSO. If further details are required, HSO will contact the Client for further discussions.
- ✓ Once the requirements are finalized, the request is put into HSO's resource queue. The Client will be notified via the Customer Support Portal with an estimated time of resolution. If there are any billable hours required for the request, HSO will notify the client of the estimates and work on the request when the Client approves.
- ✓ Once the Client approves, HSO will start work on the request.
- ✓ HSO will update the Customer Support Portal ticket with a solution or response and the Client will be notified.

2.4.2 Development Request

- ✓ HSO develops the solution and tests it to ensure quality prior to release to the Client.
- ✓ The Client will test the incident and provide feedback.
- ✓ When successful, the Client will approve the completion of the customization.
- ✓ HSO will provide a release package, if necessary, and work with the Client to determine optimum time to roll out to production, if requested.
- ✓ HSO closes the request in Customer Support Portal.

2.4.3 Emergency (Severity 1) Request and Process

Severity 1 should be rarely used; however, when used the Customer Application Manager or a designate must be available for an escalation conference call. The following provides the steps to establish a Severity 1 ticket:

2.4.3.1 During normal business hours outlined in Section 2.2:

1. Send an email to US-Support@HSO.com including the Client's designated Delivery Manager and the Escalation Contacts in Section 2.3, with the subject line: "Severity 1 Emergency".
2. Create a ticket in the Managed Services Portal with Severity 1.
3. HSO resource will contact the Client.
4. If needed, HSO will establish a conference call. The Client is required to participate.

2.4.3.2 After hours outlined in Section 2.2:

1. 24/7 coverage is out-of-scope but HSO can provide this service if required by the Client.
 2. Follow the steps outlined above in Section 2.4.3.1
 3. Best effort in place for after-hours
- ✓ Emergencies will be handled by the HSO Managed Services Team and/or qualified HSO personnel.
 - ✓ Emergencies are classified as critical situation that impede on the Client's day-to-day business and do not allow the Client's personnel to access the Dynamics 365 application.
 - ✓ Emergency Services are in effect outside of normal business hours, normally covered under the Severity I – IV protocol. HSO will respond to emergency calls within a 2-hour time frame after the Client speaks with an HSO representative.
 - ✓ Emergencies will be subjected to emergency rates of \$250/hour, if they are outside of normal business hours.

2.4.4 Issue Tracking

For the duration of this SOW, HSO will maintain an ongoing issues log. Regular reports of issues and statuses can be provided during regular scheduled status meetings or upon the Client's request. No other documentation is being provided under this SOW.

2.4.5 Methods of Contact

The Client will contact HSO via email or the HSO Customer Support Portal. The Client will have a direct-dial number to the HSO Managed Services Team. HSO will provide this contact information promptly following execution of this SOW.

2.4.6 Roles and Responsibilities

To prevent confusion on ownership of tasks, the following RACI chart clarifies the roles and responsibilities for HSO and the Client.

- **R** (Responsible) – This designates who is responsible for doing the work and completing the deliverable.
- **A** (Accountable) – This designates who would ensure that the responsible person or persons understand the requirements of the work and complete the assigned work within the time and budget.
- **C** (Consulted) – This designates who is asked to provide input, feedback and recommendation for the work being done.
- **I** (Informed) – This designates who should be informed of the progress of the work from a high level.

HSO MS RACI Chart		Deliver Manager	Functional Lead	Technical Lead	PM/SME	IT
		HSO			Client	
Incident/Case Management	Initial Review & Case Assignment	R	I	I	I	I
	Triage & Troubleshooting	C	R/A	R/A	C	C
	Case Resolution	A	R/A	R/A	C/I	C/I
	Testing	A	A	A	R/A	R/A
	Approval	A	A	A	R/A	R/A
	Solution Deployment	A	R/A	R/A	C	R/A
Microsoft One Version Upgrades	Planning & Scheduling	A	R	R	C	C
	Impact Analysis	A	R	R	C	C
	Schedule Upgrade	C	C	R/A	C	C
	Regression Testing	C	C	C	R/A	R/A
	Upgrade Issues Resolution	A	R/A	R/A	A	A
Environment Maintenance	Back up and Refresh	C	C	R/A	C	R/A
	Reprovision of Environment	C	C	R/A	C	R/A
Security Role Management	Adding/Removing Users (D365)	A	R	R	C	A
	Designing Roles & Permissions	A	R	A	C	A
	Creating/Modifying Roles & Permissions	A	R	A	C	A
	Custom Roles & Permissions	A	C	R/A	C	R/A
Ad Hoc Additions	Customizations & Enhancements	A	R	R	A	A
	Reporting	A	R	R	A	A
	Consulting	A	R	R	A	A
	Training	A	R	R	A	A

R - Responsible
A - Accountable
C - Consulted
I - Informed

2.4.7 Client Acceptance

Client acceptance shall be governed by the provisions of the MSA.

2.4.8 Costs

Set Up and Transition Fee (One Time)

The client will be charged a one time fee of \$5,000 for set up and transition with the Managed Services Team. HSO will spend up to 40 hours prior to the start of application support to prepare the Managed Services Team and the Client for transition into application support. During this time, the following tasks will be conducted:

- Knowledge Transfer Sessions

- Environment Validation
- DevOps/LCS Review
- Client Transition/Onboarding
- Support Portal Set Up
- Transition Planning to Managed Services

Support Fee

The Client will be charged \$205 per hour for all services under Section 1 of this Agreement. The cost will not exceed \$10,250 per month, unless there is approval from the Client to exceed 50 hours of billable support in any given month.

*After the first 3 months of application support, HSO and the client will evaluate the cases, trends and hours utilized. Based on the utilization data, HSO may recommend other support options, if applicable.

Emergency, Unscheduled and Off-Hour Services (Section 2.4.3)

For emergency, unscheduled and off-hour work, the rates will be \$250 per hour.

Notes:

- HSO reserves the right to conduct a review of the hourly rates for application support, emergencies, unscheduled request and off-hour services at the end of each calendar year (December). HSO will notify the Client of any proposed adjustments to the hourly rates due to market conditions, cost of living adjustments and any other factor that may impact a change in the hourly rates at the end of each quarter. The Client will be notified at least 30 days prior to any adjustments to the rates. If HSO and the Client mutually agree to the rate adjustments, HSO will issue an amendment to this contract in order to reflect the new changes to the rates.
- Costs do not include reasonable, documented travel and living expenses, which will be billed separately. Travel and expenses are not expected on this SOW for the day-to-day support of the Dynamics 365 application. This is specific to the Client requiring and approving the services of specialized resources to travel to the Client's location.

2.4.9 Payment Terms

The HSO Managed Services invoice will be billed monthly and payment is due upon receipt. The invoice will not exceed \$10,250 per month, unless there is prior approval from the Client to exceed \$10,250 in any given month. This Agreement is in effect for twelve (12) months commencing on the first of the month following client's signature in Section 4 below.

Any changes in HSO pricing will be communicated prior to an applicable renewal term.

All invoices will be sent to:

Name: _____

Email: _____

Phone: _____

3. TERMS AND CONDITIONS

3.1 Not Included in Managed Services Support Agreement

- After hour coverage
- New FDD writing and new code for FDD's
- Testing new releases
- Onsite training or workshops
- Setting up new modules; or assistance with setup of new modules
- Developing Test Scripts; working with Regression Suite Automation Tool (RSAT) or Test Scrip Library
- Monitoring Services - servers; integrations; performance
- Consulting or advise associated to new modules (not part of implementation project)
- Working in or with client's ticketing systems

3.2 Operational Conditions:

The following specifies engagement conditions and guidelines for the customer to allow for the highest level of service.

- Response times are only logged by entering a ticket in HSO's ticketing system.
- Communication concerning calls between the Client and HSO shall be through HSO's ticketing system. The current status and information in the HSO ticketing system is led by the Call owner and the HSO operator.
- If the analysis of an Incident indicates that the solution requires a software adjustment for which the author of the software does not provide a fix, the Incident Management Service and Process shall be terminated, and the Incident closed. An RFC may be proposed to develop a Custom Code Fix.
- With regard to the management of interfaces, the service provision is limited to the components directly related to Microsoft Dynamics. The service provision is aimed at importing and exporting the messages without errors and processing them (batches) without errors.
- When Microsoft standard software is taken as a Microsoft Online Service, only the Microsoft terms and conditions, as laid down in the Microsoft Online Services Consolidated SLA and provided by Microsoft on Microsoft Licensing Terms and Documentation shall apply.
- If HSO wishes to change the priority of an Incident registered by the Client, this shall happen only after consultation with the call owner of the Incident.
- HSO shall keep the current status of a Call up to date in HSO's ticketing system.
- HSO shall grant the Client access to their ticketing system via individual accounts.
- HSO shall handle the security token(s) (if applicable) provided by the Client with due care.
- The Client shall appoint as a minimum one escalation level, who is responsible for the Microsoft Dynamics Call management, incident management and operations management processes at the Client side.
- The Client shall appoint an Application Manager or key users to provide the first-line user support, incident management and application management.
- A defined group of the Client's application managers and/or key users (call owners) as agreed between the Parties is authorized to report issues and requests to HSO.
- The incident owner of an issue or request is responsible for the communication about incident, and for closing the incident or accepting the solution.
- The Client shall make sure that their users and managers have and maintain a sufficient knowledge level of the Solution. If this knowledge level is insufficient in HSO's opinion, HSO shall communicate this to the Client's application manager and work with the Client to assist with a resolution.
- The Client recognizes and accepts that, where the Agreement relates to a Microsoft Online Solution, HSO as CSP Partner shall be nominated primary manager of the Online Solution, with access to the Client's Microsoft product portal. For this reason, HSO shall have the application management rights and access to the Client's

Data as defined in the terms and conditions for Microsoft Online Services. The Client may request additional application management rights from HSO.

- The Client shall reasonably provide the required access and rights to the Client's operational environment(s). For this reason, the Client shall ensure the availability of an adequate connection.

3.3 Assumptions

- Any additions or modifications to this SOW, or services performed under it, will require a Change Order/Request executed by both parties in writing and may result in schedule changes and additional fees.
- Work on this engagement will occur at HSO offices in New York, Massachusetts, or resource home offices.
- The assignment of resources will be dependent upon the availability at the start of the support issue. HSO does guarantee the availability of specific resources. HSO resources are available Monday – Friday 9:00 AM – 5:00 PM (EST or EDT, as applicable), excluding statutory holidays.
- The following calendar days are assumed to be vacation and/or holidays:
 - 2023: New Year's Day (1/2), President's Day (2/20), Memorial Day (5/29), Independence Day (7/4), Labor Day (9/4), Thanksgiving (11/23-24), Christmas (12/25)
- Services will be provided for only the products and services listed in Section 1 of this document.
- HSO reserves the right to make reasonable determination as to the complexity of tasks.
- Status meetings will be held with the Client as needed.
- HSO is not responsible for the modification made or bugs caused by third-party vendor data or software.

3.4 Client Responsibilities

- Client will provide HSO access to Client environments for work to be performed in HSO's solution lab, to the extent reasonably required to perform HSO's obligations under this SOW.
- Client will provide reasonably timely access to project stakeholders/decision makers, business users, etc., data, and applications/systems required for the completion of the services contemplated by this SOW. This includes ensuring the reasonable participation of appropriate personnel in project status reviews, providing all relevant information and documentation related to the support issues upon the reasonable request of HSO, and providing overall issues resolution, including sign-off on acceptance of the project, upon the reasonable request of HSO.
- Client is responsible for providing the required development and production hardware and software packages upon the reasonable request of HSO. HSO is not providing any commercial software or hardware unless specifically set forth herein.
- Client is responsible for managing user testing. The Project Team will manage unit testing.
- Client is responsible for responding to active support incidents. HSO Managed Services will attempt to communicate with the Client at least three times before closing the applicable incident. Client may be responsible for time and expense related to re-opening of non-responsive cases as explicitly specified in this SOW.

4. APPROVAL AND EXECUTION

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

Cass County, North Dakota:

HSO Enterprise Solutions, LLC:

Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Client must initial each page of this Managed Services Agreement.