



# MicroAssist

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## Appendix D to DIR Contract No. DIR-SDD-1942 Training Service Agreement

Offer for:

[STATE AGENCY NAME]  
[STATE AGENCY ADDRESS]

[STATE AGENCY CONTACT]

[PROJECT NAME]

[DATE]



### **Sample Training Service Agreement**

The following agreement is typical for a given project, however, note that it may change depending on Customer requirements and not all services are accounted for in this agreement.

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# Proposed Solution

## Background

<Background information that sets the stage for the online solution>

## Proposed E-Learning Solution

Using pictures, case studies, movies, slides and interactions, the E-Learning guides the learner through the process of <client need>. Study aids and/or tip sheets may be generated for use as handouts and checklists for the learner.

This training will take up to 2 hours using modules of approximately 15 minutes each of “seat time”. This allows the learner to take the training in easily digestible “chunks” and to be able to absorb and reflect on it before moving on to the next lesson.

### E-Learning Template

MicroAssist will create an E-Learning template for this project whose style is consistent with the look and feel of <the client’s> website and design specifications. The template will be SCORM/AICC compliant for insertion into a Learning Management System (LMS). If the training is NOT going into an LMS, then it will be generated as html files. Here is a suggested template style:

## Accessibility Compliance

Having served local, state and federal government agencies for over 20 years, we understand the need for all services and products to adhere to the standards set forth through federal and state laws. To this, MicroAssist only supports products which can strictly adhere to federal Section 508 and state TAC 206 and 213 requirements. This adherence to the accessibility standards is achieved in three ways:

### Nationally Recognized Development Team:

MicroAssist staff members which include analysts, developers, technical writers, instructional designers and QA are fully versed in the accessibility guidelines as it relates to their task. By educating our team members, accessibility becomes a part of the upfront process.

In fact, MicroAssist team members have won the Accessibility Internet Rally (AIR) three times. AIR is a competition which pairs up nonprofit organizations and web development teams to provide the nonprofit with an accessible website within 30 days.

### Customer Education:

Many of our customers have not had a chance to fully embrace what accessibility means in terms of their project. As such, part of each project's mission is to help our customers understand the accessibility issues related to their unique circumstance.

### **Manual and Automated Testing:**

MicroAssist performs both manual and automated accessibility testing.

The use of automated testing tools assist in checking what we refer to as the **content** of the site. These tools help the team to find technical issues that might make the actual substance of the application inaccessible. As a simple example, these tools are exceptional at finding missing alternate text on graphics.

While automated tools are a necessary part of compliance checking, they are not able to address user interface design. MicroAssist refers to this as checking the site **context**. For example, web sites lacking proper heading tags do not easily convey the grouping of information or provide navigation to those information sets. As such, MicroAssist primarily uses the Jaws screen reader to manually check the context and flow of the application. Additional toolsets are used to check for low vision and hearing impairment design issues. We incorporate WCAG 2.0 AA standards and a checklist as part of our manual testing.

Closed captioning of video, transcripts of respective audio as well as other accessible treatments may be included in the project.

### **Graphics and Other Source Documents**

<The client> will provide applicable video, slides, pictures and other source documents as required. MicroAssist will provide royalty-free stock photos as required by the storyboard.

### **Narration**

Narration, used as an introduction to concepts, detailing an important point or as a transition between slides is included. This approach is considered an industry best practice for absorbing content by both audio and visual learners. Voiceover – defined as reading each and every word on the slide is NOT included.

### **Usability Testing**

Usability Testing focuses on the effectiveness of the human interface such that it enhances the learning experience instead of hampers it. This basically helps refine the design of the user interface so that the focus remains on effective learning rather than trying to figure out how to use it. This is typically done once early in the project with a sample module complete with content.

Learners are observed and their actions are noted. They are also asked to “think out loud” during the testing and their comments are recorded. Finally, after they have completed the lesson, wrap up questions are asked of the learner. They include:

- Now that you have gone through a lesson, what did you think of it overall?
- Would lessons like this be helpful to you?
- Is there anything missing that we should have included?
- What did you think about the level of the training – was it too easy or too hard?

MicroAssist conducts usability testing as part of our process. Usually, it is done with internal

resources who are not involved with the project. However, for an additional fee, MicroAssist can conduct usability testing onsite in the central Texas area with client selected learners. For this project, we will conduct an internal usability test.

**Estimated Development Schedule and Review Points for Web-Based Training**

<The client> and MicroAssist will mutually agree upon a development schedule that supports <the client's> desired delivery date. We see this project as highly collaborative requiring frequent and clear communication. At the same time, it is important that we both manage our organizations from a time standpoint to ensure we meet our deliverable deadlines this project.

This schedule is based on the **TOTAL** number of seat hours of the E-Learning project. The assumptions under which we will accomplish this are listed in Appendix F.

The estimated level of effort (time) to create and deliver the **XX-hour** E-Learning project is XX person-hours. MicroAssist will provide a detailed project timeline after the Kick-Off Meeting and once we have a better understanding of <the client's> internal review audiences and processes. However, at a high level, here are typical steps we do for each project.

| <b>Tasks</b>  | <b>Milestones</b>                      | <b>Client response</b>  |
|---|--|---|
| Purchase order received   |  | Issue purchase order.   |
| Project Kick-Off Meeting  | Conduct Kick-Off Meeting               | Participate   |
| Review and Confirm Original Source Documents  |  | Make Subject Matter Experts (SMEs) or points of contact available |
| Confirm detailed SOW  |  | Supply Source Documents (PowerPoint slides for example)           |
| Develop Performance Objectives  | Complete Objectives                    | Review objectives and return with comments                        |
| Develop Task Analysis and Instructional Design Plan   | Complete Task Analysis and Design Plan | Review Task Analysis and Design Plan and return with comments     |
| Create lesson storyboards, selecting photos and creating narration scripts  | Complete storyboards                   | Review storyboards and return with comments                       |
| Create course prototype including custom template   | Complete prototype                     | Initial live review of prototype and return with comments         |
| Finish course production based on prototype including narration, closed captioning and other accessibility treatments | Complete                               | Continuous review and feedback                                    |

Perform Final QA Check for Complete  
accessibility and two browsers, IE Final Review  
and Firefox

Perform final live review and return with comments

Load into LMS or other location

Go live

### **Reviews**

We recognize that you have other responsibilities in addition to this project and we want to make the most effective use of everyone's limited time.

We will provide most materials to you via email, and you can provide review comments via email or printed drafts to us. As we successfully complete each task, we ask that the project manager sign the appropriate Milestone Completion letter. This gives both parties a "paper trail" to refer to later.

### **Revisions**

We'll work with you at the outset of the project to identify the types of changes that can occur at each stage of development. Requests for changes that aren't within the scope of the project can impact both the budget and the schedule. We will be happy to discuss any changes with you on a case-by-case basis.

### **Quality Assurance**

We build quality reviews into our production process at each stage. We perform internal reviews of each task before sending them to you. Following your reviews, we incorporate changes into the product and review again internally before sending back to you for final approval. We actively solicit your feedback throughout the production process and work hard to make sure we're responsive to your needs.

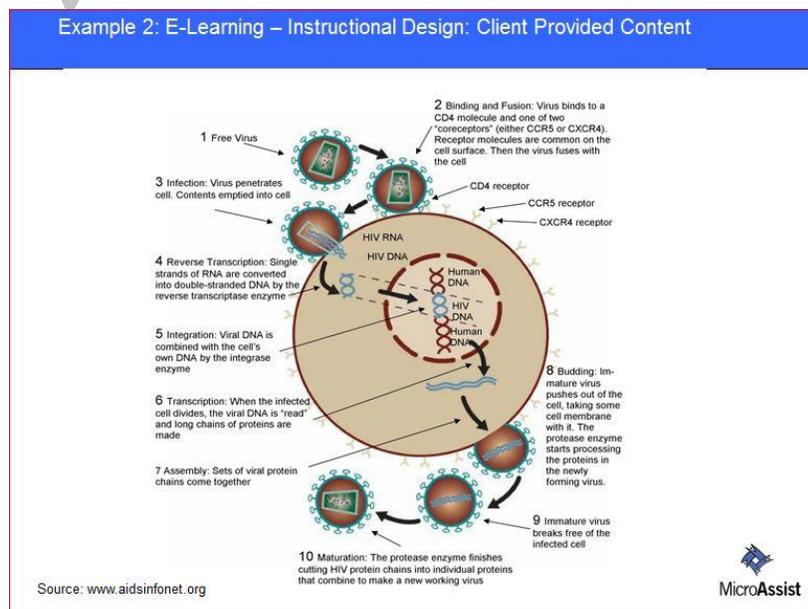


## Appendix A - Prior Experience

One of our clients has an 11 page form to fill out in order for needy people to receive state funded medications. Our client is responsible for receiving and approving the applications and has had a continual problem with incomplete information. This resulted in a large ‘pending’ file that needed additional work as well as, ultimately, the end recipient not getting their needed medications in a timely manner.

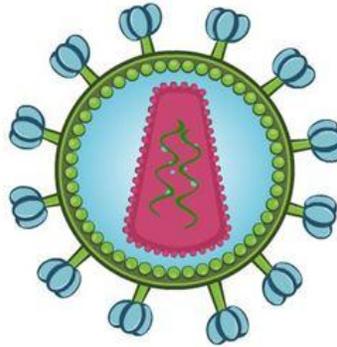
The client is a state agency with only 8 people to serve 254 counties in Texas. Previously, they would send out 2 of the team, a week at a time, to provide face-to-face training to social workers (the ones actually filling out the forms). Unfortunately there is a high turnover rate in this area, so the agency was spending a lot of time and travel money sending their people out to do the same training over and over ... in the meantime the pending file never got reduced and medications were not approved.

The example below (Example 1) is a handout provided to social workers and they were told, “you NEED to know this information in order to help your clients.” As you will see, it is quite a bit of information at first glance – and social workers have a varied educational background – ranging from a 2 year degree up to 4 year degree or more – but not necessarily in the healthcare or medical field. MicroAssist took the handout and “chunked” the information into the [HIV Replication Process](#) which more clearly explains the process. The entire 11 minute animations is located at <http://www.microassist.com/custom-e-learning/microassist-product-demos/visual-models>



Example 1 – “Before”

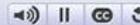
### The Human Immunodeficiency Virus



As a virus, the human immunodeficiency virus or HIV, demonstrates characteristics of all viruses.



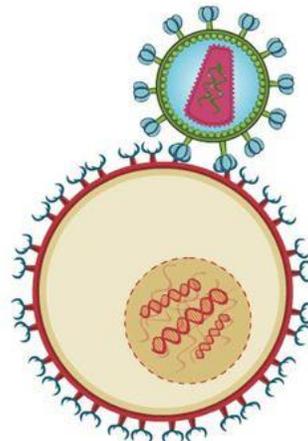
EXIT MAIN MENU RESOURCES HELP



BACK NEXT

Example 1 – “After” Slide 1

### Fusion



When the virus and cell bind and then fuse, the cell permits outside material to enter.

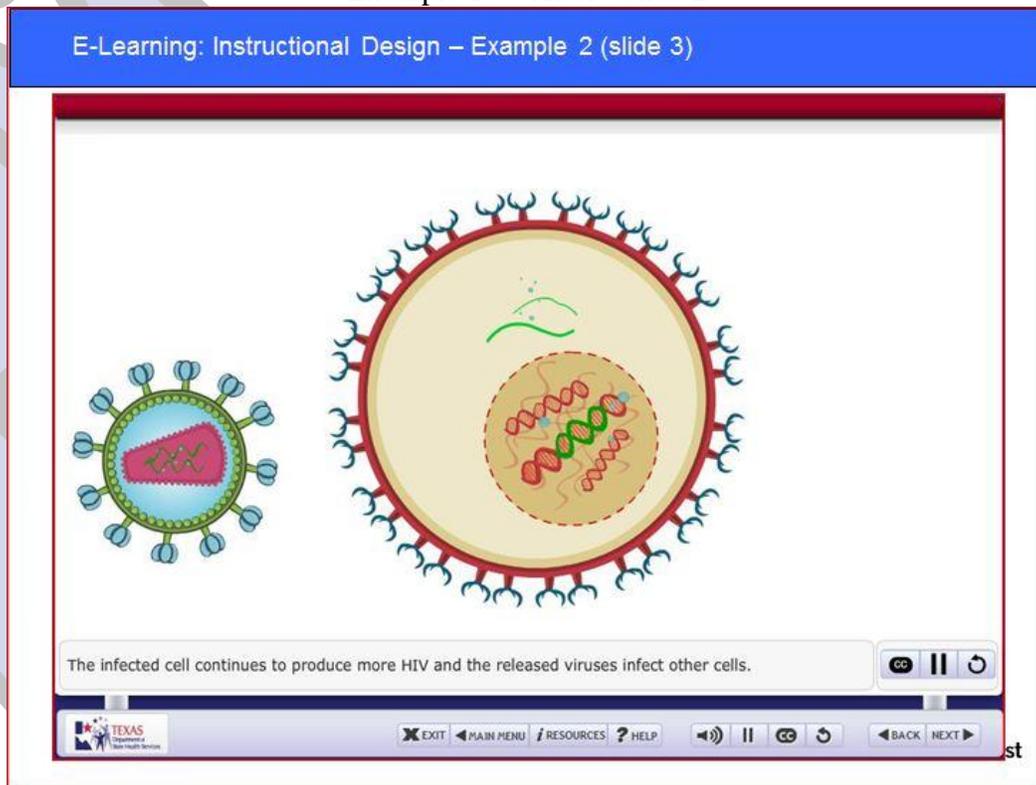


EXIT MAIN MENU RESOURCES HELP



BACK NEXT

### Example 1 – “After” Slide 2



### Example 1 – “After” Slide 3

The example below (Example 2) is from the Texas State Library (TSL). There is a Gates Foundation grant available to rural libraries to update their telecommunications including internet access and computers. This can be up to a two year process to get the grant and there are deadlines that must be met along the way. TSL was providing face-to-face training using a tool called Prezi – you may have seen it. It’s great for giving presentations, but not necessarily as a persistent asset or resource for after the presentation. TSL also wanted their online training for librarians to be fun – think “Shrek on a quest” (their words). So, the example below is the “before” and [Taking the Learner on a Playful “Quest” through a Complex Program](#) is the after. The full lesson is located at <http://www.microassist.com/custom-e-learning/microassist-product-demos/storytelling>

Example 3: E-Learning – Instructional Design Client Provided Content



Example 2 “Before”



Example 2 – “After” Slide 1



Example 2 – “After” Slide 2

## Appendix B – Example Storyboard

MicroAssist’s process includes storyboard review and input by the client. Listed below are a series of storyboards created to produce the output you see for the “after” of Example 1 in Appendix A. We consider the storyboard to be the paper representation of what you will see on the screen.

**Screen 5 Unique ID: 2376**  
 Page title: Section I Challenges

**Screen type:** Branching Base

|  |  |   |
|--|--|---|
| <br>Residential Address | <br>Mailing Address | <br>Texas Residency 1 |
| <br>Texas Residency 2   | <br>Phone Message   | <br>Marital Status    |

**Narration Script**  
 Select each person to learn how to fill out the application when faced with their challenge. The **\*\*NEXT** icon will take you to the Learning Check questions after you access all of the content on this screen.

**Narration Notes**  
 NEXT = next

| Image/Link          | Link to Screen |
|---------------------|----------------|
| Residential Address | Screen 9854    |
| Mailing Address     | Screen 9889    |
| Texas Residency 1   | Screen 1010    |
| Texas Residency 2   | Screen 1257    |
| Phone Message       | Screen 5723    |
| Marital Status      | Screen 8653    |

**Developer Notes**  
 Each image links to a different screen.  
 Next button/icon goes to screen 1492.  
 Do not activate Next button until learner has clicked each link on this page.  
 The lesson menu can be used to navigate to screen 1492 without clicking all links on this page.  
 After a link/image is clicked, change it's appearance (e.g. fade the dark text box and image).  
**\*\*NEXT** icon = put a highlight on the Next page icon.  
 Graphic files: istock photos #9423901 (Residential Address), #2647751 (Mailing Address), #7948341 (Texas Residency 1), #1609258 (Texas Residency 2), #11640550 (Phone Message), and #8850063 (Marital Status).

Example 1 Storyboard 1

|                                      |                  |
|--------------------------------------|------------------|
| Project: DSAS THMP                   | Page 7 of 47     |
| File name: THMP_lesson3_stybd_v5.doc | Date: 03/05/2010 |

**Screen 6    Unique ID: 9854**  
Page title: Residential Street Address Challenge

**Screen type:** Text Entry



**Section I, item 3:  
Residential Street Address**

Will is single and has been unemployed for the last two years. He has very few assets and can no longer afford rent for his apartment. He has no family living in Texas. He lived with a few different friends for awhile, but when he was diagnosed with HIV, things got worse and he has been living on the street or at the local homeless shelter.

You are helping Will fill out the THMP application. What should you enter for his residential address?

*Click the NEXT icon after you enter your answer.*

|  |
|--|
| <b>Correct answer:</b> Text entry is not judged. No feedback is displayed on this screen.  |
| <b>Narration:</b> None   |
| <b>Developer Notes</b><br>Text entry box should accommodate 150 characters.<br>Display the contents of the text entry box on the screen 7754.<br>Graphic file: istock #9423901 |

Example 1 Storyboard 2

**Screen 7 Unique ID: 7754**  
Page title: Residential Street Address Solution

**Screen type:** Click to Reveal

**Section I, item 3:**  
**Residential Street Address Solution**

**You wrote:**

**Recommended Solution:**

The address of the homeless shelter should be entered as Will's residential address.

*Click each of the buttons below for more information.*

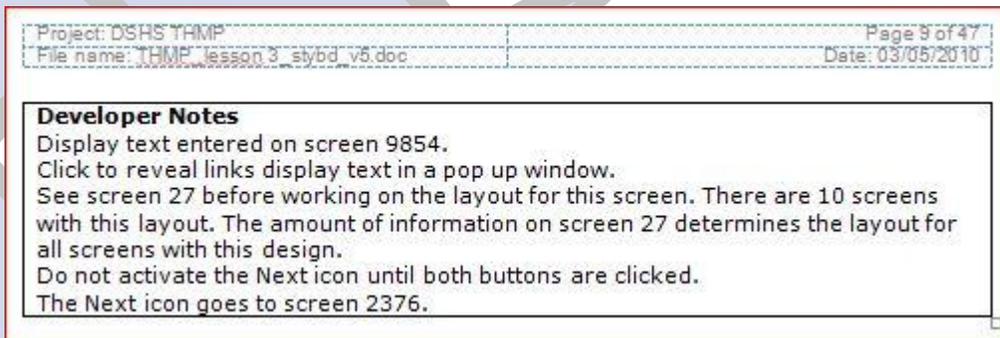
**What you should know**

**What you should do**

**Narration:** None

| <b>Click to Reveal Link</b> | <b>Display in pop-up window</b>   |
|-----------------------------|---|
| What you should know        | <p><b>What you should know</b></p> <p>The THMP needs a residential address to help establish Texas residency.</p>   |
| What you should do          | <p><b>What you should do</b></p> <p>You should provide documentation of your client's homelessness. This could be a completed Supporter Statement form or a letter of support from a representative of the shelter. If the applicant does not go to a shelter, you can write "homeless" in the residential address field and provide a valid mailing address. You would also need to include a letter explaining your client's situation.</p> <p>If the applicant is accepted into the THMP, you want to make sure he is assigned to a pharmacy that is close to where he is living. Let your client know that he should contact the THMP if he moves so the assigned pharmacy can be changed. If your client is unable to contact the THMP directly, please call the THMP staff and provide updated information.</p> |

Example 1 Storyboard 3



Example 1 Storyboard 4

## Appendix C – Key Project Personnel

### Instructional Designer

The instructional designer for this project is Linda Warren. She is a Certified Professional in Learning and Performance (CPLP), and has a Master of Education in Instructional Technology. Her diverse experience includes projects for McKesson (healthcare industry), Keller Williams (real estate), Texas State University (higher education), and Baylor College of Medicine (biomedical visualization).

### Project Coordinator

Kelly Rossi is the project coordinator for this project. Her main function is to provide project management and oversight to all learning module development. She provides project oversight and is the liaison between MicroAssist's creative and technical teams and the client stakeholders. She has a Bachelor of Arts in Psychology, obtaining the degree in 3 years.

### Programmer

Pavel Karoukin is MicroAssist's computer system's analyst and lead software developer for its E-Learning Division. His main function is to code learning systems as may be required for this project. He specializes in E-Learning technologies, such as Moodle, Docebo, Inquisiq, application frameworks like Drupal, Zend, Yii, rich user interface frameworks, such as jQuery, Prototype, and Mootools, to name a few. He is also responsible for linking newly created E-Learning modules to existing customer Learning Management Systems. He has a Master of Science, Engineering of Multichannel Telecommunication Systems, Belarusian State University

of Informatics and Radioelectronics, Minsk, BY

## Accessibility

Jillian McCarthy is our E-Learning Accessibility and Production Manager. She manages and directs the course production team who are responsible for day-to-day production across applications for course development. Her responsibilities include optimizing all content and media for web delivery and adherence to accessibility requirements.

She has taught workshops at events such as the E-Learning Council's E-Learning Symposium and Knowbility's Accessibility Internet Rally, a web design competition and education platform focused on web accessibility. She is pursuing her degree in Economics.

## Production

Mary Word is a member of our production team. Her main function is to convert storyboards to manuals and/or program course players for E-Learning. She has a technical and creative background with fifteen years of multimedia and E-Learning production. Her experience includes multiple projects at MicroAssist as well as previous projects for SCCI (engineering and information management), James Avery (retail) and Kaneb Pipe Line Partners (energy). She has a Bachelor of Arts in Computer Science and is certified in multimedia production.

## Quality Control

Shubadha Shetty heads our quality control. She has a Master of Science in Management Information Systems and over six years of experience as a quality assurance specialist. She works closely with Jillian McCarthy to ensure that E-Learning adheres to Accessibility standards.

## Appendix D – MicroAssist's Process

The following is an overview of MicroAssist's design philosophy.

### Instructional System Design (ISD)

MicroAssist uses a variant of the ADDIE (Analysis, Design, Development, Implementation, and Evaluation) system for instructional design. The five stages of the ADDIE model encompass the entire training development process from the time someone first asks, "What do people need to learn?" to the point where someone actually measures, "Did people learn what they needed?" The following is a brief overview of the core ADDIE system.

**Analysis:** The instructional problem is clarified, the goals and objectives are established, and the learning environment and learner characteristics are identified.

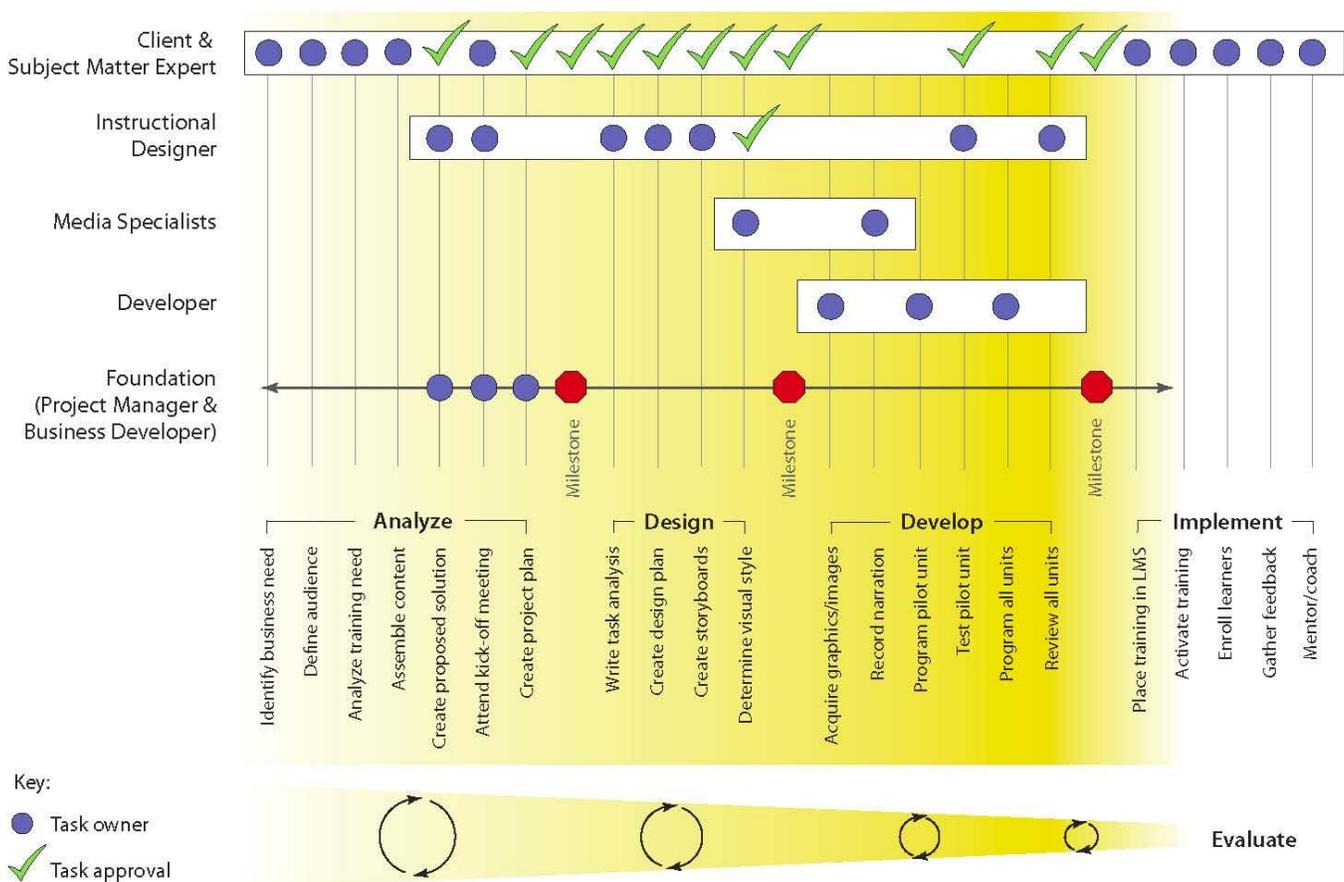
**Design:** Instructional strategies are designed and media choices are made.

**Development:** Materials are produced according to decisions made during the design phase.

**Implement:** Includes the testing of prototypes, putting the product in full production, and training learners and instructors on how to use the product.

**Evaluation:** Evaluation consists of two parts: formative and summative. Formative evaluation is present in each stage. Summative evaluation consists of tests for criterion-related referenced items and providing opportunities for feedback from the users.

### E-Learning Development Process



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In addition to the core ADDIE system, MicroAssist has augmented the process model by implementing enhancement processes such as Rapid Prototyping. Rapid Prototyping is an extension of the design phase. A Rapid Prototype is a quickly assembled module that can be tested with the learner audience early in the development process. The evaluation typically looks

at things like how effective the learning activities are, how well the learners responded to the interface, and how well the program performs within the given technology environments. This gives the team a chance to provide feedback early in the design process.

| Analyze                | Design                 | Develop           | Implement                      | Evaluate  |
|------------------------|------------------------|-------------------|--------------------------------|---|
| Instructional Goals    | Instructional Strategy | Prototype         | Meet Instructional Goals       | Learners achieve learning objectives?                     |
| Learner Analysis       | Design Documents       | Develop Materials | Cover content                  | Learners change their behavior?                           |
| Instructional Analysis | Learning Objectives    | Tabletop Review   | Reflect Existing Capabilities  | Did course help organization achieve instructional goals? |
| Learning Outcomes      | Assessment             | Pilot Testing     | Address Course Delivery Issues |   |

Instructional design drives the first two phases. This begins with articulating the instructional goals, audience, and learning outcomes. These elements, in turn, inform the Design phase.

We want to understand more about their prior knowledge, preferred learning modalities, and any real or perceived barriers to online learning by the CSG Service Providers.

The objectives and the assessment are flip sides of the same coin; both identify the specific knowledge and skills that learners will master and demonstrate as a result of successfully completing the curriculum. In other words: What will success look like? Recognizing that there will not be a single acceptable path through the simulation, and perhaps not a single acceptable outcome, the assessment for each simulation will be a rubric that provides guidance in grading or evaluating a learner’s performance.

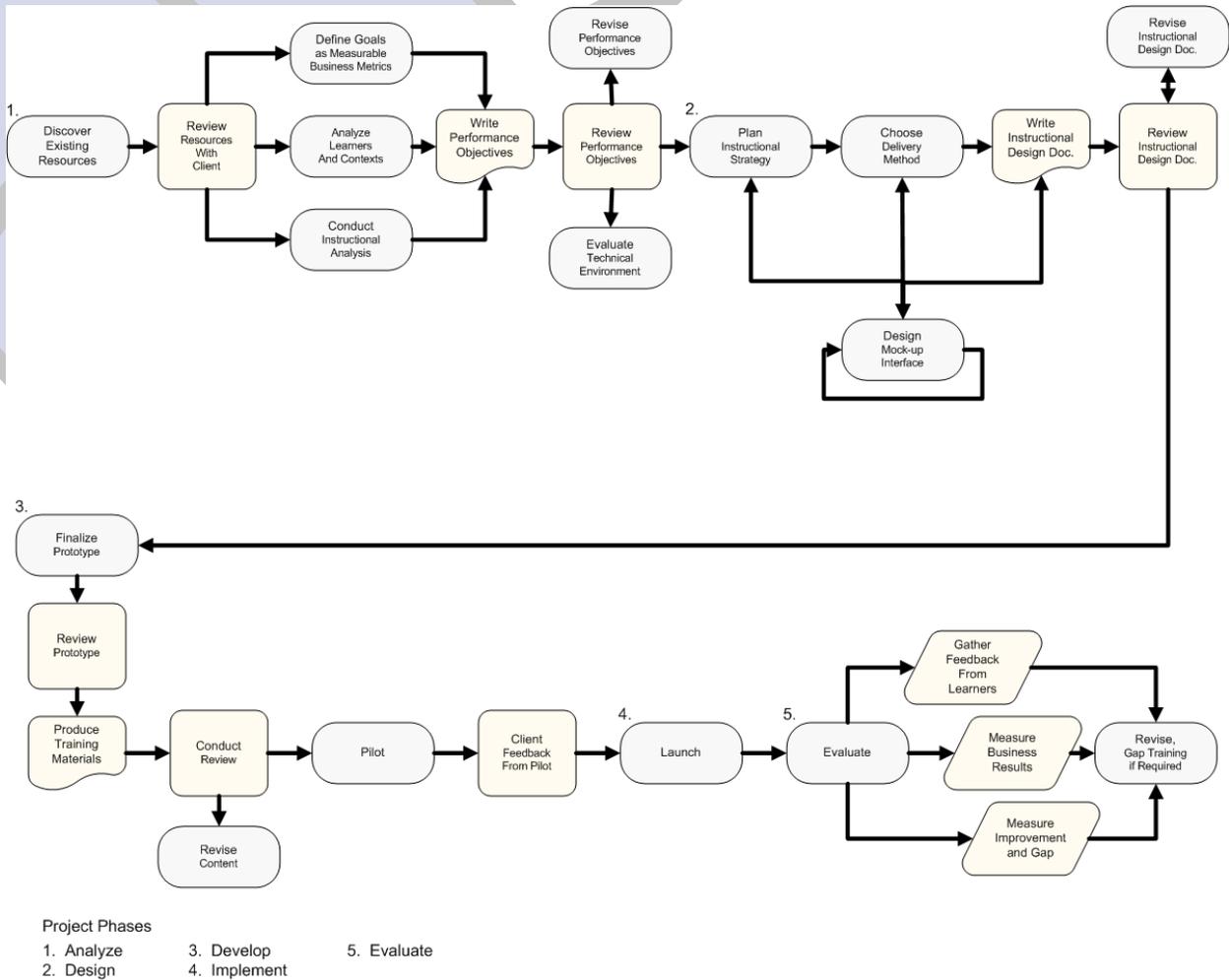
The Design Document details these instructional components and provides the blueprint for the production documents that follow, including the storyboard or script materials. We will work with your Subject Matter Experts (SMEs), current courseware, handbooks, and documentation, to produce these materials.

Through the design process, we will develop each objective into a lesson component. This process, called “chunking” the content, turns each bit of content into a purposeful instructional experience.

Developing the storyboard begins to overlap the development phase. The instructional design and production staff will work closely to find development solutions that are both producible and meet instructional requirements.

As indicated in the diagram below, each project phase is designed to ensure a consistent high quality product by closely managing the development process. Through use of this methodology, rich materials that include features such as assessments, printable certificates and

streaming video will be delivered in a consistent fashion across all work products. Another benefit of this methodology is the high degree to which the project can be monitored and managed. This allows project administrators to easily track the project progress. And finally, by following a development methodology that promotes a consistent look and feel, the end user will be free to concentrate on the material at hand thereby greatly increasing information retention and creating a more enjoyable experience.



In this process, only after the prototype is completed is additional development work done. However, this work often moves more quickly after a rapid prototype than in the traditional ADDIE model. Instructional designers and writers are able to proceed more efficiently since they know exactly what the program will look like and what it will be capable of doing. Additionally, with all of the major technical issues resolved, final programming becomes a simple matter of assembly of media components.

## **Appendix E – Organizational Overview**

MicroAssist, Inc. was founded in 1988 to provide instructor-led software training and technical services to organizations in Central Texas. Since that time, MicroAssist has provided a wide array of learning systems and services to state and local governments and the private sector to include regular course offerings and Standard and Custom E-Learning solutions.

### **Client List**

MicroAssist's most recent custom E-Learning client list includes:

- Texas Department of State Health Services (3 divisions)
- Texas Department of Family and Protective Services
- Texas State Library
- Texas Department of Public Safety
- Texas Workforce Commission
- Texas Health and Human Services – Medicaid Division
- Dell
- Paxton Patterson
- Sherry Matthews Advertising Agency

For a full list of our clients, please see <http://www.microassist.com/about-microassist/clients>

## **Appendix F – Assumptions**

The following assumptions have been included to ensure a clear understanding of the project scope and responsibilities. Additional training services are outside the scope of this document unless otherwise specified. This agreement provides for inclusion of the terms and conditions stated in DIR's Contract for Training Services and the Standard Terms and Conditions for Training Services Contracts.

MicroAssist will provide:

- An outstanding E-Learning design and production team.
- The resources and facilities to produce this scope of work.
- A dedicated project manager who will coordinate deliveries and communication between client and our team.
- A detailed timeline with delivery and review dates clearly defined, as coordinated with client's project liaison. We currently envision a timeline based on a prototype module, then completing each section in a rolling production sequence.
- A clear review procedure and format for providing comments.
- Prompt communication of any questions, concerns, or issues. Prompt response to client's communication of same.

- Direct communication with relevant team member where important to providing explanation or resolution to an issue.
- A status report and phone conference weekly, or at the client's convenience.

The client will provide:

- Ready access to client's SMEs, written policies, documentation, software, guidebooks, workbooks, exercises, and all other available resources and information required for production.
- Subject matter experts (SMEs) will be available to discuss course content throughout the design process.
- Appropriate examples for pertinent, in-depth success stories from SMEs. They will be available to collaborate on the creation of case studies.
- SMEs will provide specific content feedback during reviews of content documents, including storyboards and scripts.
- If applicable, all necessary system access, hardware, software (subject to applicable licensing), and personnel required to perform the services herein. In the event there is a delay in providing these necessary items, and it results in a delay in providing the training, the time and cost for the services shall be increased accordingly at the total daily rate until such items are provided.

### **Project Management**

- The project managers identified for this project will have ultimate signing authority for each deliverable and interim deliverable and any change orders. Each project manager will be fully engaged throughout the duration of the project. A project manager may be replaced with written notification by either party. Any deliverables accepted by the previous project manager will remain in place.

Client Project Manager: \_\_\_\_\_

MicroAssist Project Manager: Kelly Rossi

- The MicroAssist Project Manager and client's personnel will negotiate regularly scheduled phone conference meetings to review the project status.
- All development work will be performed at MicroAssist's location in Austin, Texas.
- Meetings will be held via teleconference or GoToMeeting as applicable.
- Changes in project scope may impact the overall budget and schedule. Additional review cycles, content support delays and technical issues may adversely affect this scope and will incur additional fees.
- All changes to this project will be made via a written change order that both project managers will sign.
- Additional consulting and training services are outside the scope of this document unless otherwise specified.
- Client agrees that MicroAssist may use module and other deliverable samples in its marketing efforts. Furthermore, at the successful conclusion of this project, client shall agree to serve as a "reference client" for MicroAssist. This means providing MicroAssist with an appropriate quote from a representative, and allowing MicroAssist to include client in its

published client list. In addition, we ask client to supply the information needed to write a one-page “user story” that explains how client used our services.

### **E-Learning Design and Development**

- Engaging E-Learning with an emphasis on guided practice, not page-turning.
- Compelling graphics environment that extends and enhances training.
- Proven E-Learning instructional strategies that engage learners and provide hands-on practice opportunities to apply learning in a “safe” environment.
- Clear organization, consistent design, and effective presentation that reduces cognitive demand so that learners can devote full bandwidth to mastering new concepts and skills.
- An easy-to-use navigation scheme that accommodates the client’s Learning Management System (LMS) and E-Learning protocols.
- Global navigation features may include bookmarking, search, program help, content resources, including client links and initiatives.
- Up to XX hours total of web-based learning, based on learner seat-time, which will be broken down into smaller modules.
- Additional modules that would go beyond the XX hours identified during the project will be billed in addition to the proposed price.
- Instructional design documents include design document, navigation wireframe, storyboards, scripts (for media production).
- Client shall: (1) not incorporate any pre-existing or proprietary materials of other parties materials into any of the Deliverables produced under this agreement; (2) comply with all applicable copyright laws; and (3) indemnify, defend, and hold MicroAssist harmless in this regard.
- Client will coordinate and deliver accurate and current content to support development efforts. Additional administrative duties such as locating and determining relevant content are outside the scope of this agreement.
- Client will be responsible for certifying the course(s) and will notify MicroAssist before storyboard production begins. Course certification will incur additional fees as to accommodate altered course structure.

### **Media Production**

- Up to XX stock photos.
- Client is solely responsible for all licensing of all content, to include graphics and video, that client is providing to MicroAssist. Video shoots will contain one camera, unless otherwise specified. Unless otherwise specified, multiple-camera shoots will incur additional fees.
- Release of Rights to Photo/Video Images: During the course of work contemplated hereunder, MicroAssist may take still photographic images or video footage of the work. Client hereby acknowledges it has obtained permission, if applicable, from subjects and grants to MicroAssist the non-exclusive right to republish said images and footage in connection with promotional and educational materials prepared and utilized by MicroAssist.
- This quote includes no special interactions.
- Unless otherwise outlined in this agreement, elements of audio, video, graphics and other media are not included as part of this project.

## Development and Deployment

- Client agrees that if the deliverable is used in a standalone or LMS environment, the deliverable shall be considered “accepted” will be paid for by client.
- MicroAssist is not responsible for hardware, software, bandwidth or any network issues related to the standalone or LMS environment.

## Review and Revision Cycle

- Client will provide MicroAssist a single reviewer who has ultimate authority to make production decisions and helps coordinate reviews (to prevent conflicting feedback).
- Client acknowledges and agrees that there will be one review cycle (first draft>review>second [Final] draft) during this project. Additional review cycles will incur additional fees.
- Consolidated feedback will be supplied via the “Track Changes” feature in Microsoft Word (Tools\Track Changes) or similar electronic notation. Handwritten and/or unconsolidated feedback will be integrated at a rate of \$115.50 per hour and will extend the project’s delivery date.
- Deliverable Acceptance: Upon MicroAssist’s successful completion of each milestone, client’s Project Manager will sign-off on the appropriate *Milestone Completion* letter according to the following process:

Determination of the acceptability of each of the Deliverables identified in this proposal to be developed by MicroAssist will be made by client’s Project Manager as described below. The Deliverable requirements and specifications, including but not necessarily limited to the scope, format, and content of each Deliverable, will be identified in the Deliverable descriptions in an accompanying Statement of Work (“S.O.W.”). Each Deliverable must be completed by MicroAssist in a responsive, professional manner, and in accordance with the requirements and specifications. Changes to the scope of the services or any Deliverable shall be made only in writing and executed by authorized representatives of both parties.

Deliverable Acceptance Process: The parties agree to the following Deliverable acceptance process:

1) Client shall have a maximum period of **five (5) business** days after delivery of a Deliverable (the “Evaluation Period”) to verify in writing via the Milestone Complete letter to MicroAssist that the Deliverable meets the Detailed Specifications. Client shall accept each Deliverable or interim Deliverable when it meets the requirements and specifications noted in this proposal (“Acceptance”) or upon expiration of the Evaluation Period. Client agrees to pay MicroAssist upon Acceptance or upon the expiration of the Evaluation Period for the Deliverable.

2) Client shall conduct its acceptance review so as to determine whether the Deliverable materially fails to conform to the specification and requirements for that deliverable (a “Nonconformity”). If, prior to expiration of the Evaluation Period, client notifies MicroAssist in writing of any Nonconformity, specifying as to each Nonconformity how the Deliverable fails to meet the requirements and specifications, MicroAssist shall correct such

Nonconformity. Client shall then have an additional **three (3) business** days (“Verification Period”) commencing upon MicroAssist’s redelivery of the Deliverable to verify that the previously reported Nonconformity has been corrected and report any Nonconformity caused by the correction of the previous Nonconformity. Upon expiration of the Verification Period, client agrees the redelivery of the Deliverable meets the Acceptance requirements and specifications put forth and client agrees to remit payment to Subcontractor for the Deliverable.

3) In the case that MicroAssist produces modules such that the **5 day** reviewing cycles overlap and cause a lag in the reviewing period, client and MicroAssist will mutually adapt the production schedule to allow more review time if needed.

4) Project Dormancy – MicroAssist strives to provide the highest quality E-Learning products for the best available value delivered in a reasonable and predictable timeframe. In doing so, it depends on the E-Learning development process, which includes, in part, Deliverable Acceptance and a thorough, yet prompt review cycle. Should the Deliverable Acceptance period expire, MicroAssist will notify client via email. Regardless, if there is no project progress made after 60 days of notification, MicroAssist and client deem the project to be complete (“Project Conclusion”) and MicroAssist may bill client, and client agrees to pay for all outstanding deliverables. Should the project resurface after Project Conclusion, a new Proposed Solution must be developed to include a new project scope with new deliverables and project fees.

### **Expenses, Travel & Billing**

- All pricing shall be in accordance with the rates set forth in Appendix C to DIR Contract No. DIR-SDD-1942.
- Per client’s authorization, additional modules beyond the two hours identified will be billed in addition to the proposed price.
- After storyboard signoff, client-requested and authorized changes to recorded voice-over narration will be billed at a rate of \$115.50 per unfinished hour.
- MicroAssist’s fee is exclusive of reasonable out-of-pocket expenses that may be incurred during provision of services. All expenses shall be approved in writing by the Client prior to expenses being incurred.
- MicroAssist will be reimbursed for only necessary, reasonable and authorized travel and per diem expenses incurred while providing technical services on the project, provided that such travel and per diem expenses are preapproved by client. Travel expenses shall be reimbursed in accordance with the State of Texas Travel Regulations.
- MicroAssist will invoice client according to the billing schedule set forth in this document.
- After sign-off of each milestone complete letter or completion of the project, client may request changes at a rate of \$115.50 per hour.
- If the contract is not awarded within 6 months after the end date specified in this document, MicroAssist reserves the right to review and change the prices listed.

## Product Assumptions

- The hours and pricing included will take advantage of MicroAssist's development processes, ideas and assets (graphics, images, videos, artwork, photographs, computer code, computer software, schematics) as well as all other items developed, created and/or conceived before and during the delivery of its services. Client agrees that MicroAssist will maintain the rights to these items as listed above.
- The resolution of the finished product will be 1024 x 768, unless specified otherwise.
- The completed course player will operate in a Microsoft Windows desktop environment using Internet Explorer 9.0 and Firefox 8.0. Although the training will function in other desktop browsers, there may be some visual discrepancies. Development and testing for additional desktop browsers will incur additional costs.
- Accessibility training is done using Internet Explorer 9.0 and Jaws 13.
- MicroAssist can guarantee that the training will function in IE6 and above; however, IE 6 is no longer an industry standard. Therefore, MicroAssist **cannot** guarantee that the training will render in IE6 as it does in IE8 and above.
- Although the training will run as specified in desktop web browsers, it is NOT built to run on mobile devices.
- Web-based training modules do not guarantee students or participants will pass assessments, if applicable.
- No Spanish translation, transcriptions or closed captioning are included for this project unless specified otherwise.
- MicroAssist will not supply level one (content related) support unless specified otherwise.
- After storyboard signoff client may have to make changes to the content which may require changes to the voice over narrations. Client may contract with MicroAssist to do those changes at a rate of \$115.50 per unfinished hour.
- Accessing, modifying or changing content, programming or the original source files may negatively impact file integrity. MicroAssist will not be held liable for corrupt files or altered content. Client may contract with MicroAssist for additional assistance at a rate of \$115.50 per hour.
- Client accepts course upon signing final *Milestone Completion* letter.