

COUNTY OF CUYAHOGA

WIDE AREA NETWORK AND TELECOM SERVICES

THIS CONTRACT is entered into this 1st day of April, 2014 (the "Effective Date"), by and between COUNTY OF CUYAHOGA, OHIO, a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the date hereof (hereinafter referred to as the "County"), and CareWorks Technologies, Ltd., a Limited Liability Company organized under the laws of the State of Ohio (hereinafter referred to as "Contractor").

WHEREAS, Cuyahoga County is in need of Wide Area Network and Telecom Services pursuant to Request for Proposal #27440 (hereinafter "RFP 27440"); and

WHEREAS, the County has determined Contractor to be the most suitable for RFP 27440 to provide one or more of the services identified therein; and

WHEREAS, Contractor has agreed to the terms and conditions indicated herein and did submit a certain proposal dated August 30, 2013 in response to RFP 27440 (the "Proposal"). Which Proposal is also incorporated herein by reference; and

WHEREAS, the County has determined to engage Contractor to perform the following Wide Area Network and Telecom Services:

Category T-REDSS Network Professional Services

NOW, THEREFORE, in consideration of the mutual covenant contained herein, the County and Contractor agree as follows:

ARTICLE 1
General Terms

1.1 Interpretation and Construction. The following documents are hereby incorporated by reference and together shall constitute the entire contract, and shall govern in the rank-order provided below. Any term or condition included in a higher-ranked document shall prevail over any inconsistent or ambiguous term in a lower-ranked document.

- (a) This Contract
- (b) Contractor Category T-REDSS Network Professional Services Proposal
- (c) RFP 27440 – Cuyahoga County Request for Proposals for Wide Area Network and Telecom Services.

1.2 Scope of Services.

- (a) Contractor shall provide telecom services to the County in accordance

with the terms of this Contract, as specified in Exhibit A, including the following services:

(i) REDSS Professional Services

1.3 Payment to Contractor; Terms of Compensation. The REDSS Professional Services rendered under this contract shall conform to the monthly fee schedule outlined in Exhibit A. Total compensation will not exceed \$712,500.

1.4 Effective Date. This Contract shall become binding and go into effect only upon the date (the “Effective Date”) that the last of each of the following has occurred:

- (a) The Contractor has properly submitted the required documents specified in RFP 27440;
- (b) The Contract has been duly awarded by the appropriate County awarding authority, as applicable, (i.e., the Cuyahoga County Contracts and Purchasing Board, Board of Control, or County Council);
- (c) The Contractor has satisfied all insurance and bonding requirements and timely furnished required documentation, as specified in this Contract and RFP 27440, to the County;
- (d) The Cuyahoga County Fiscal Officer has certified the availability of the funds necessary for this Contract and encumbered the appropriate amounts in accordance with the County’s practices; and
- (e) The Contract has been executed by the County Executive or duly authorized designee.

1.5 Insurance Requirements.

- (a) The Contractor shall procure, maintain, and pay premiums for the following forms of insurance:
 - (i) Worker’s Compensation Insurance as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

If Contractor has employees working outside of Ohio, Worker’s Compensation Insurance as required by the various state and Federal laws as applicable including Employers’ Liability coverage with limits of liability not less than:

\$1,000,000 each accident for bodily injury by accident;
\$1,000,000 each employee for bodily injury by disease;
\$1,000,000 policy limit for bodily injury by disease.

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

(ii) Commercial General Liability Insurance with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;
\$1,000,000 personal & advertising injury;
\$2,000,000 general aggregate;
\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

(iii) Business Automobile Liability Insurance covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

(iv) Professional Liability Insurance/Errors & Omissions Liability Insurance providing coverage for claims arising out of the provision of design, architectural, engineering and/or other professional services with a limit of liability not less than:

\$5,000,000 per claim;
\$5,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis. However, if written on a claims-made basis, the claims-made retroactive date on the policy shall be prior to the commencement of any design, architectural, engineering or other professional activity related to this Contract.

(b) Insurance Coverage Terms and Conditions

(i) The insurance policies of the Contractor required under Section 1.5(a) with the exception of Professional Liability Insurance/Errors & Omissions Insurance, shall each name the "County of Cuyahoga, Ohio and

its employees” as an Additional Insured and shall contain the following provisions:

Thirty (30) days prior notice of cancellation or material change;

A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.

(ii) The insurance required in Section 1.8(a) shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best’s rating of A VII or above.

(iii) These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.

(iv) The Contractor shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.

(v) The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.

(vi) The Contractor shall furnish a Worker’s Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

1.6 Performance Bond. As specified in RFP 27440, Contractor shall secure this Contract with a performance bond to indemnify the County against damages as may be suffered by failure of Contractor to perform its duties and obligations under this Contract. Contractor shall furnish a surety bond to the County in an amount equal to 25% of the not-to-exceed amount specified in Section 1.3.

(a) For a multi-year contract a bond in force for the first year of the contract will be acceptable, provided that sixty (60) days prior to expiration of the bond the Contractor notifies the County that the bond has been renewed for an additional one-year term. Proof of renewal shall be in the form of a renewal certificate or document submitted by the surety evidencing continuation of the bond. If a bond is not renewed the Contractor shall notify the County sixty (60) days prior to expiration and/or cancellation of the bond. The Contractor shall be responsible to obtain a new bond to be issued to cover the period in accordance

with this section. Such bond shall be provided to the County not less than forty-five (45) days prior to expiration and/or cancellation of the original bonds. A bond shall be in effect for each year thereafter for the remainder of the term of this contract.

(b) Performance bonds must be issued by a surety company, authorized to do business in the State of Ohio with an A.M. Best's rating of A or higher, in the exact legal business name of the Contractor. The County shall reject all bonds issued in any other business names under which the Contractor is doing business. The bond shall be accompanied by a certified power of attorney and a certificate of compliance from the bonding company for the State of Ohio signed by an authorized representative of the contractor.

1.7 Indemnification.

(a) Notwithstanding any other provision of this Contract, Contractor hereby indemnifies, defends and holds harmless the County and its respective officers, officials, directors, board members, employees, and agents, from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorneys' fees and other costs of defense), of any nature, kind or description, that result from (i) the negligent acts or omissions of Contractor, or (ii) breach or default by Contractor under any terms or provisions of this Contract.

(b) Contractor acknowledges that, as an Ohio political subdivision, the County does not indemnify any person or entity. Contractor agrees that no provision of this Contract or any other contract or agreement between Contractor and the County may be interpreted to obligate the County to indemnify or defend Contractor or any other party.

1.8 Subcontracting.

(a) The Contractor shall provide to the County a Subcontractor Participation Schedule, including a listing of all subcontractors and the portion of the Contract such subcontractors will perform, and shall keep the Schedule up-to-date for the duration of the term of the Contract by sending written notice to the County. Submission of a Contractor Participation Schedule shall not relieve the Contractor from responsibility of full and complete satisfactory and acceptable performance under the Contract.

(b) The County shall be named as an intended third party beneficiary in any Contract between the Contractor and any subcontractor in the course of the Contractor's performance of duties under this Contract. The County's third party beneficiary rights shall vest immediately upon the execution of such subcontract.

ARTICLE 2
Contract Term and Termination.

2.1 Term of Contract. This Contract shall be for the period commencing on the Effective Date and shall remain in effect through 12/31/2018 for fees and costs set forth herein unless terminated at an earlier date in accordance with the provisions of this Contract.

2.2 Termination. This Contract may be terminated upon the occurrence of any of the following:

(a) Expiration of the Term of Contract;

(b) For Cause. If either party breaches any term of this Contract, the non-breaching party reserves the right to immediately suspend performance and supply written notice of an intent to terminate to the breaching party. The breaching party shall have thirty (30) calendar days to cure the breach from the date of its receipt of the notice of breach. If the breaching party successfully cures the breach, the Contract shall not terminate and the non-breaching party must resume performance. If the breaching party fails to cure the breach within thirty calendar days, the Contract shall immediately and automatically terminate for cause;

(c) For Convenience. The County shall have the right to terminate the Contract at any time during the term of the Contract, or any extension thereof, within one hundred and twenty (120) calendar days advance written notice to Contractor.

ARTICLE 3

Compliance with law.

3.1 Compliance with law in the course of performance. The Parties agree to comply with all Federal, State, County, and municipal laws, ordinances, resolutions, and policies applicable to the work to be done under this Contract.

3.2 Licenses, Permits, and/or other Clearances. The Contractor shall obtain all Federal, State, County, and local licenses, permits, and clearances necessary to fulfill its obligations under this Contract.

3.3 County Code. All County contracts, including this Contract, are subject to all applicable laws adopted in the Cuyahoga County Code, including but not limited to Title IV: Ethics, and Title V: Contracts and Purchasing. The Cuyahoga County Code and enacted County ordinances are available at <http://code.cuyahogacounty.us>.

3.4 Ethics Requirements. The Contractor agrees to remain in compliance with all County Ethics requirements including, as applicable, Vendor Ethics Registration, Vendor Ethics Training, and Registration of all Lobbyists retained by the Contractor. The Contractor shall consult the Cuyahoga County Office of Inspector General to ensure it is in full compliance with all County Ethics requirements. The Inspector General's website may be found at

<http://inspectorgeneral.cuyahogacounty.us>.

3.5 Debarment. Notwithstanding any provision herein to the contrary, in the performance of any of Contractor's obligations herein, Contractor shall not use or subcontract any individual or entity (including any entity that is owned or controlled by any individual) which is the subject of a debarment or suspension hearing or has otherwise been debarred or suspended by the County or any other governmental entity from performing work or services for the County.

3.6 Public Records Law. This Contract, including the RFP and Proposal, shall be considered a public record under the Ohio Public Records Act (ORC 149.43), and shall be available for inspection and copying by the public.

(a) If the Contractor considers any portion of any record provided, or to be provided, to the County to be a Trade Secret under Ohio law, it shall conspicuously identify each such portion as "CONFIDENTIAL: TRADE SECRET." Any such information identified as a Trade Secret must meet the legal definition under Ohio law. Ohio Revised Code Section 1333.61(D) defines a trade secret as follows:

"information, including the whole or any portion or phase of any scientific or technical information, design, process, procedure, formula, pattern, compilation, program, device, method, technique, or improvement, or any business information or plans, financial information or listing of names, address, or telephone numbers, that satisfies both of the following: (1) It derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, (2) It is the subject of efforts that are reasonable under the circumstances to maintain its secrecy."

(b) If the Contractor considers any portion of any record provided, or to be provided, to the County to be exempt from the Public Records Act under Ohio law, through an exemption other than being a trade secret, it shall conspicuously identify each such portion as "EXEMPT FROM DISCLOSURE:" and shall specifically state the legal reason, including citation to the applicable section under the Ohio Public Records Act, why it is exempt from such disclosure under the Ohio Public Records Act after the colon.

(c) No bid, proposal, or statement of qualifications in its entirety, nor price information, will be considered Confidential, Proprietary, or Trade Secret.

(d) The County shall not in any way be liable or responsible for the disclosure of any such record, including those so marked under Section 3.6 (a) & (b), if disclosure is required by law or by an order issued by a court of competent jurisdiction.

(e) In the event the County is required to defend an action challenging a claimed exemption for any aforementioned information on a Public Records Act request, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

(f) This section shall survive this Contract.

3.7 Findings for Recovery. The Contractor represents and warrants that it is not subject to an "unresolved" finding for recover under Ohio Revised Code Section 9.24.

3.8 Annual Appropriations. All of the County's obligations under this Contract are contingent upon the County Council's appropriating the funds on an annual basis necessary for the continuation of this Contract in any contract year. In the event the funds necessary for the continuation of this Contract are not appropriated or approved, the County will notify the Contractor of such occurrence in writing. This Contract shall thereafter terminate and be rendered null and void on the last day of the last fiscal period for which appropriations were made. Such termination is made pursuant to and in accordance with the terms of this Contract and shall not be considered to be a breach or default on the part of the County, and shall not result in the County having liability to the Contractor or any third party for any penalty, liability or any other expense.

3.9 No Apparent Authority. The Contractor recognizes and agrees that no public official, officer, director, or employee of the County may be deemed to have apparent authority to bind the County to any contractual obligations not properly authorized pursuant to the County's Contracting and Purchasing Procedures Ordinance.

3.10 County Tax Status. The County shall not assume responsibility for the payment of any personal property taxes for any materials not owned by the County, nor shall the County pay any insurance premiums for any coverage of any property not owned by the County. No conditions shall alter this statement. The County is a tax exempt No. 29 political subdivision of the State of Ohio [REDACTED]. Necessary tax exemption blanks will be furnished to the Contractor when the contract becomes effective.

3.11 Anti-Discrimination. Contractor agrees that in its employment of labor, skilled or unskilled, there shall be no discrimination exercised against any person because of race, color, religion, national origin, sex, gender, ancestry, age, disability, sexual orientation, sexual identity, genetic information, military status, or veteran status, and a violation of this term shall be deemed a material breach of this Contract. It shall be the policy of Contractor to provide equal opportunity to all business persons seeking to contract, or otherwise interested in contracting with, Contractor, including various eligible Small Business Enterprises.

3.12 Law Enforcement Compliance. Compliance with Specific Law Enforcement Related Standards. Contractor is further aware that one or more systems contemplated under this Agreement are subject to specific standards relating to access control, intrusion detection and security monitoring established by the U.S Department of Justice, Federal Bureau of

Investigation, Criminal Justice Information Services Division, REDSS, and the Ohio LEADS. Contractor hereby expressly warrants that, at Contractor's expense, Contractor and all of its officers, employees, subcontractors, and agents will remain in compliance with such policies throughout the duration of the Contract Term.

ARTICLE 4

Notice.

4.1 Every notice, demand, consent, request, approval, report, offer, acceptance, certificate, or other communication which may be, or is required to be, given or delivered under or with respect to this Contract shall be in writing and sent postage prepaid by United States registered or certified mail, return receipt requested, and directed to the other party at its address set forth below, or at such other address within the continental United States as any party may hereafter designate by similar notice to the other.

To County:

CC - Department of Information Technology
Attn: Jeff Mowry, CIO
1255 Euclid Ave 4th Floor
Cleveland, Ohio 44115-1807

With respect to any legal claims or disputes, and/or issues of liability, a simultaneous copy must be sent to:

The County of Cuyahoga, Ohio
Attn: Cuyahoga County Director of Law
Cuyahoga County Department of Law
1219 Ontario Street, 4th Floor
Cleveland, Ohio 44113

To Contractor:
(Enter Contractor Address)

CareWorks Technologies, Ltd.
Attn: Bart Murphy
5555 Glendon Ct.
Dublin, OH 43016

ARTICLE 5

Miscellaneous.

5.1 Force Majeure Event. Notwithstanding anything to the contrary set forth herein, if either Party shall be delayed, hindered in, or prevented from, the performance of any covenant or obligation hereunder, as a result of any Force Majeure Event, and, provided that the Party delayed, hindered in, or prevented from performing notifies the other Party both of the

commencement and of the expiration of such delay, hindrance or prevention (each notice being required within a reasonable time period no longer than fourteen (14) days of when such Party knew or should have known, using commercially reasonable diligence, of the respective event), then performance of such covenant or obligation shall be excused for the period of such delay, hindrance or prevention and the period of performance of such covenant or obligation shall be extended by the number of days equivalent to the number of days of the impact of such delay, hindrance, or prevention. The Parties shall use commercially reasonable efforts to mitigate the adverse effect and duration of the Force Majeure Event and to perform all of their obligations hereunder that are not affected by the Force Majeure Event. As used in herein, a "Force Majeure Event" shall mean the occurrence of any of the following: acts of God; the confiscation or seizure by a governmental authority; insurrections; wars or war-like action; multi-site or regional strikes; landslides, lightning, earthquakes, fires, hurricanes, storms, floods, or other such severe weather; explosions; epidemics (as declared by the U.S. Center for Disease Control and Prevention); civil disturbance or disobedience; riot, sabotage, terrorism or threats of sabotage or terrorism; change in law that prohibits or materially interferes with development or construction of the Project; or other cause that is not within the reasonable control of the Party claiming the right of delay or excuse performance on account of such occurrence. Notwithstanding the foregoing, "Force Majeure Event" shall not include an inability to pay debts or other monetary obligations in a timely manner.

5.2 Governing Law/Jurisdiction. This Contract shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract, and each party consents to the exclusive jurisdiction of such courts. Contractor hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Cuyahoga County for any reason.

5.3 Entire Contract. This Contract, in addition to the incorporated documents specified in Section 1.1, constitute the entire Contract between the parties and supersede any and all inconsistent representations, written or oral, between the parties.

5.4 Contract Interpretation and Construction. In the event an ambiguity or question of intent or interpretation arises, this Contract shall be construed as though drafted by both parties, and no presumption or burden of proof shall arise favoring or disfavoring one party by virtue of the authorship of any of the provisions of this Contract.

5.5 Authority. Each signatory hereto certifies that he or she is duly authorized and empowered to sign and deliver this Contract on behalf of all entities named below on whose behalf he or she has so acted.

5.6 Prohibition on Assignment. The Contractor may not assign, directly or indirectly, all or part of its rights or obligations under this Contract without prior written consent from the County.

5.7 Time of Performance. Time of performance is of the essence of each and every term, provision, and condition contained in this Contract.

5.8 Successor and Assigns. All terms, covenants, conditions and provisions of this Contract shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, devisees, executors, administrators, legal representatives, and permitted successors in interest and assigns.

5.9 Paragraph Headings; Gender and Number. The headings inserted at the beginning of each paragraph of this Contract are for convenience and reference only and shall not define, limit, describe, or otherwise affect or be used in the construction of any of the terms or provisions hereof. The use of any one gender shall include all others. The plural number shall include the singular, and the singular number the plural, wherever the context so admits.

5.10 Herein/Including. The terms “herein,” “hereof,” “hereunder” or words of similar import shall be deemed to refer to this Contract in its entirety unless otherwise specifically stated. Whenever the word “including,” “includes” or any variation thereof is used herein, such term shall be construed as a term of illustration and not a term of limitation. For example, the term “including” shall be deemed to mean “including, without limitation”, and the term “includes” shall be deemed to mean “includes, without limitation”.

5.11 Amendment. No alteration, amendment or modification hereof shall be valid unless executed by an instrument in writing by the parties hereto with the same formality as this Contract.

5.12 Counterparts. This Contract may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, and all of which shall together constitute one and that same document, and shall be binding on the signatories; and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. In the event that any signature is delivered by facsimile transmission, by email delivery of a “.pdf” format data file, or by uploading of a “.pdf” format data file on the County’s website, such signatures shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

5.13 Survival. Notwithstanding anything to the contrary, any provision of this Contract that, by its terms, survives any termination of this Contract and/or the closing and delivery shall survive and shall be enforceable after any termination of this Contract.

5.14 Severability. If any provision of this Contract is invalid or unenforceable for any reason, this Contract shall be divisible as to such provisions and the remainder of this Contract shall be and remain valid and binding as though such provision was not included.

5.15 Non-Exclusivity. Nothing herein is intended, nor shall be construed, as creating any exclusive arrangement with the Contractor. The County reserves the right to acquire similar, equal, or like goods, services, and/or other deliverables from other entities or sources.

5.16 Non-Waiver. The County’s failure to require performance of any provision of this

Contract, or if it requires performance and does not follow through, shall not affect the County's right to require performance at any time thereafter. Additionally, the County's waiver of any breach or default of this Contract shall not constitute a waiver of any subsequent breach or default or a waiver of the provision itself or any other provision.

5.17 Performance. Acceptance of performance is a condition of this Contract. It shall be understood and agreed that an agent for the County shall determine finally the satisfactory quality of the services and/or materials furnished under the Contract. Failure to meet the performance requirements is a reason for termination of the Contract, and the Contractor shall be liable to the County for any excess cost and/or expenses incurred by the County thereunder.

5.18 Agreement to remain in compliance with certifications, representations, and warranties as continuing commitments/verification. The Contractor shall ensure that all of its certifications, representations, and warranties under this Contract shall remain true throughout the duration of the Contract as if they are continuing commitments, and it shall immediately notify the County in writing in the event that any of the certifications, representations, or warranties ceases to be true. At its sole discretion, the County reserves the unequivocal right to review and audit the Contractor's continuing certifications, representations, and warranties.

5.19 Intellectual Property Rights. The Contractor hereby agrees that there will be no charge to the County for any patent, copyright, or any other intellectual property rights which it controls and which may be involved in the work under this Contract unless such charges have been specified and included in the Proposal. The Contractor shall advise the County, in writing, of any process or patent rights which are not held or controlled by the Contractor, but which in the Contractor's opinion may be involved in the work contemplated herein.

5.20 Independent Contractor. The Contractor shall be and remain an independent contractor with respect to all services performed herein and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any Local, State or Federal Law which are measured by the wages, salaries, or other remuneration paid to persons employed by the Contractor for work performed under the terms of this Contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized State or Federal officials; and said Contractor also agrees to indemnify and save harmless Cuyahoga County from such contributions, taxes or liability.

5.21 Payment of Claims. The Contractor shall truly and promptly pay or satisfy the just and equitable claims of all persons who have performed labor or furnished materials or equipment for said Contractor in the execution of this Contract, and all bills, costs or claims of whatever kind which might in law or equity become a lien upon said work.

5.22 ELECTRONIC SIGNATURE. THE CONTRACTOR AGREES ON BEHALF OF THE SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, THAT ALL CONTRACT DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS,

AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. THE CONTRACTOR ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITY AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY.

IN WITNESS WHEREOF, the Parties have each caused their duly authorized representatives to execute this Contract, effective as of the Effective Date.

COUNTY: County of Cuyahoga, Ohio

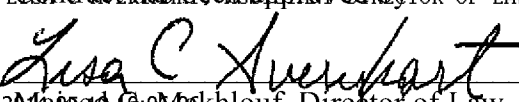
By: Edward FitzGerald, County Executive


Edward FitzGerald, County Executive

Date

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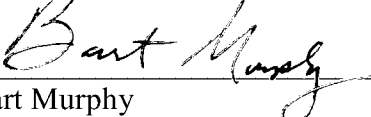
Contract has been approved by


Lisa C. Xuehant, Director of Law
Cuyahoga County Department of Law

Date

CONTRACTOR: CareWorks Technologies

By:


Bart Murphy

2-12-2014

Date

EXHIBIT A

Category T - REDSS Network Professional Services

The purpose of this project is to provide the County with professional services and “backfill” staff as well as expertise as needed for 1500 hours a year. The county seeks a mature IT services provider to offer problem resolution, equipment implementation, and incident tracking on an as needed basis, where quick response time is a key variable within the success criteria.

CWT is a full fledge professional services company that offers security, network, and systems services to enterprise level clients with a network team that specializes in Checkpoint and Cisco technologies. Leveraging its expertise, Mission Control Cloud Service Platform, and IT Governance with ServiceNow CWT can provide the County with a wide range of Professional Services bringing proactive support and innovation to the REDSS network.

Future Requirements:

- *Requirement: “Hardware and Software Support for core Cisco 6500s utilizing Cisco Virtual Switching System.”*

CWT has deployed and managed core switching fabrics including Cisco 6500s with Cisco Virtual Switch System for multiple clients providing expertise in routing protocols, VLANs, access controls, switch security, TAC vendor request, STP, QOS, 802.11q, and IOS upgrades.

- *Requirement: “Hardware and Software Support for Distribution and access layer consisting of Cisco 3750’s and 2960’s.”*

CWT has deployed and managed distribution and access switches for multiple clients providing expertise in VLANs, access controls, switch security, TAC vendor request, STP, QOS, 802.11q, and IOS upgrades.

- *Requirement: “Hardware and Software Support for WAN edge is being serviced by Cisco routers, series 3900, 3800 and 2800.*

CWT has deployed and managed edge routers multiple clients providing expertise in routing protocols, access controls, router security, TAC vendor request, QoS, 802.11q, and IOS upgrades.

- *Requirement: “Hardware and Software Support for Wireless infrastructure consists of LWAPs with 4400 and 5500 series controllers.”*

CWT has deployed and managed LWAPPs for multiple clients providing expertise in wireless profiles, roaming distances, coverage patterns, signal optimization, traffic shaping, 802.11 authentication, wireless security, and IOS upgrades.

- *Requirement: "Hardware and Software Support for Cisco firewalls of various models"*

CWT has deployed and managed border firewalls for multiple clients including Checkpoint, Cisco ASA, Cisco PIX, Sonicwall, and Watchguard providing expertise in access controls, firewall policy, security compliance, routing protocols, and IOS / Software upgrades.

- *Requirement: "Vendor will provide local, technically competent and trained system engineer on the Cisco platforms listed above. Please provide employee certifications and city of residents."*

Based out of Columbus, Ohio with a satellite office in Cleveland, CWT directly employs multiple subject matter experts and engineers within the infrastructure practice. In addition, CWT leverages its ITC staffing line of business to provide additional value to accounts where applicable.

CWT Infrastructure personnel resources include:

- ✓ Dan Gayler, Systems and Security Engineer.
 - MCSA certified, CCNA (2005-2008)
 - Currently Resides in Newark, OH.
 - ✓ Shawn Schiebrel, Sr. Network Engineer.
 - CCNA certified
 - Currently resides in Hilliard, OH.
 - ✓ Mike Noice, Systems Engineer
 - MCSE certified
 - Currently resides in Lewis Center, OH.
 - ✓ Brian Clymer, Systems and Storage Engineer
 - MCP certified
 - Currently resides in Powell, OH.
- *Requirement: "Vendor will be responsible for problem resolution and must be able to work with our monitoring center on issues should they occur."*

As part of its professional services model CWT will take ownership of problem resolution including tracking incidents in its ServiceNow portal and working in conjunction with the County's monitoring center to quickly resolve issues. All interaction with CWT support engineers would be accompanied by measures to provide complete visibility to the end user/client. The CWT incident management solution is directly accessible by existing customers via web portal and updates to incidents will generate an alert email to be sent directly to the end user/client.

- *Requirement: "Vendor will assist in the installation of any new hardware, or software configuration of our WAN equipment."*

CWT currently works with multiple enterprise level clients installing and configuring WAN hardware and software. CWT has expertise in deploying large scale WAN solutions, as well as providing vendor management to collaborate with ISPs and circuit providers on behalf of our active client base.

Deliverables include:

- On Demand engineering support
- Support retainer management
- Reporting
- Recurring meetings
- Proactive review of environment
- Recommendations

The CareWorks team uses our proven 3D process to develop and implement new technology solutions for our customers. The idea behind this method is that we take a 3D view of our customers' businesses and consider input from several sources before recommending and building a technology solution. Our process is cyclical and built around our unique methodology focused on people, process and technology. The three phases are: Discover, Design and Deliver.

In our Discover phase, we ask the right questions and audit the current environment in order to understand your objectives, the audience, your business challenges, and desired results.

The CareWorks business analysis team will evaluate the current state of the project situation by creating several artifacts documenting what is found. The artifacts created could include items such as: Use Cases (when applicable), Process Flow Diagrams, Activity Diagrams, or Business Rules.

A primary driver to activity success is client participation. We engage the client appropriately and in a mutually determined cadence to ensure success, such as in weekly status call or milestones / check points that require "go, no-go" decisions.

In our Design phase, taking the insights learned, we explore new ideas, develop new innovations and utilize technology as an important tool in designing a performance-driven solution. Requirements will be established which will drive the design of the application.

Once the current functionality state of the legacy application is understood, a vision of the solution is established by combining the current state functionality with the desired enhancement set. CareWorks will look for opportunities for greater efficiency and performance available through the technology uplift when applicable. Artifacts created in the future state assessment may include: User Flows & Information Architecture, Flow Diagrams, or Technical and Functional Requirements.

The vision outlined in the future state assessment is applied into actionable documentation that can be executed to deliver working solution. The application design phase includes artifacts like: Technical Design, Wireframes or representations for new functionality, and Cost Estimate (when appropriate).

Similar to what is presented in Section 2.2 above. Meetings are necessary and used appropriately.

In our Deliver phase, we develop, test and implement solutions, ensuring the desired end-result is as intended.

During development, a thorough round of quality assurance testing takes place. This involves various qualified members of our team double-checking every aspect of the solution. Testing is usually required within the client environment, and is done in cooperation with client.

CWT will appoint a staff member to serve as Account manager who owns deliverables, communication, and general status for all items related to the partnership with Cuyahoga County. The account manager will establish a regular cadence with REDSS leadership to understand where CWT can add value. Our typical approach is to setup a weekly call with each of our clients to discuss active projects and for larger engagements, onsite meetings would be scheduled.

CATEGORY T - REDSS Network Professional Services				
Professional Services	Unit	Hourly Rate		Total
Total Cost	1500 Hours	\$ 95.00		\$ 142,500.00

CATEGORY T - REDSS Network Professional Services	Trigger	# of Invoices	Recurrence	1st Invoice Date	Invoice Total (SubTotal)	Total of All Invoices (TOTAL)
Professional Services	Timing: 1st of Month	60.00	Monthly	1-Jan-14	11,875.00	\$ 712,500.00

CATEGORY T - REDSS Network Professional Services	Invoice #	Invoice Date	Invoice Total (SubTotal)	Annual Total
Professional Services	1	1-Jan-14	\$ 11,875.00	
	2	1-Feb-14	\$ 11,875.00	
	3	1-Mar-14	\$ 11,875.00	
	4	1-Apr-14	\$ 11,875.00	
	5	1-May-14	\$ 11,875.00	
	6	1-Jun-14	\$ 11,875.00	
	7	1-Jul-14	\$ 11,875.00	
	8	1-Aug-14	\$ 11,875.00	
	9	1-Sep-14	\$ 11,875.00	
	10	1-Oct-14	\$ 11,875.00	
	11	1-Nov-14	\$ 11,875.00	
	12	1-Dec-14	\$ 11,875.00	
				\$ 142,500.00
Professional Services	13	1-Jan-15	\$ 11,875.00	
	14	1-Feb-15	\$ 11,875.00	
	15	1-Mar-15	\$ 11,875.00	
	16	1-Apr-15	\$ 11,875.00	
	17	1-May-15	\$ 11,875.00	
	18	1-Jun-15	\$ 11,875.00	
	19	1-Jul-15	\$ 11,875.00	
	20	1-Aug-15	\$ 11,875.00	
	21	1-Sep-15	\$ 11,875.00	

	22	1-Oct-15	\$ 11,875.00	
	23	1-Nov-15	\$ 11,875.00	
	24	1-Dec-15	\$ 11,875.00	
				\$ 142,500.00
Professional Services	25	1-Jan-16	\$ 11,875.00	
	26	1-Feb-16	\$ 11,875.00	
	27	1-Mar-16	\$ 11,875.00	
	28	1-Apr-16	\$ 11,875.00	
	29	1-May-16	\$ 11,875.00	
	30	1-Jun-16	\$ 11,875.00	
	31	1-Jul-16	\$ 11,875.00	
	32	1-Aug-16	\$ 11,875.00	
	33	1-Sep-16	\$ 11,875.00	
	34	1-Oct-16	\$ 11,875.00	
	35	1-Nov-16	\$ 11,875.00	
	36	1-Dec-16	\$ 11,875.00	
				\$ 142,500.00
Professional Services	37	1-Jan-17	\$ 11,875.00	
	38	1-Feb-17	\$ 11,875.00	
	39	1-Mar-17	\$ 11,875.00	
	40	1-Apr-17	\$ 11,875.00	
	41	1-May-17	\$ 11,875.00	
	42	1-Jun-17	\$ 11,875.00	
	43	1-Jul-17	\$ 11,875.00	
	44	1-Aug-17	\$ 11,875.00	
	45	1-Sep-17	\$ 11,875.00	
	46	1-Oct-17	\$ 11,875.00	
	47	1-Nov-17	\$ 11,875.00	
	48	1-Dec-17	\$ 11,875.00	

\$ 142,500.00

Professional Services

49	1-Jan-18	\$ 11,875.00
50	1-Feb-18	\$ 11,875.00
51	1-Mar-18	\$ 11,875.00
52	1-Apr-18	\$ 11,875.00
53	1-May-18	\$ 11,875.00
54	1-Jun-18	\$ 11,875.00
55	1-Jul-18	\$ 11,875.00
56	1-Aug-18	\$ 11,875.00
57	1-Sep-18	\$ 11,875.00
58	1-Oct-18	\$ 11,875.00
59	1-Nov-18	\$ 11,875.00
60	1-Dec-18	\$ 11,875.00

\$ 142,500.00