

CUYAHOGA COUNTY
COURT OF COMMON PLEAS, JUVENILE DIVISION
CONTRACT FOR DOCUWARE MAINTENANCE AND SUPPORT
COMDOC, INC.

THIS CONTRACT is entered into this 18 day of September, 2012 by and between the County of Cuyahoga, Ohio (hereinafter called the "COUNTY"), the Cuyahoga County Court of Common Pleas, Juvenile Division (hereinafter called the "COURT") and **ComDoc, Inc.**, a for profit corporation with its main offices in 3458 Massillon Road, Uniontown, Ohio 44685 (hereinafter called the "VENDOR").

WITNESSETH THAT:

WHEREAS, the COURT desires to engage the VENDOR'S professional and technical services to service and maintain the DocuWare System and the VENDOR can provide these services from November 1, 2012 to October 31, 2014.

NOW THEREFORE, the parties hereto do mutually agree as follows:

- I. **DESCRIPTION OF SERVICES** - Work not covered within this scope of work will be performed only upon completion and approval of an implementation change order by the COURT and at an additional charge. This proposal does not address any constraints possibly placed on the system by (but not limited to) clients existing network infrastructure, licensing, and/or bandwidth capabilities.

- A. Software Support and Maintenance - The VENDOR will provide support and maintenance of the COURT's DocuWare system according to the table below:

Product Description	Quantity
DocuWare PROFESSIONAL Server	1
DocuWare Client License(s)	12
DocuWare ACTIVE IMPORT	1
DocuWare AUTOINDEX	1
DocuWare INTERNET-SERVER	1
DocuWare RECOGNITION	1
DocuWare SDK Support	1

1. Software Maintenance coverage is provided by the VENDOR and DocuWare via phone support during the term of this CONTRACT. Any additional service will be available on an hourly basis.
2. The VENDOR will provide the end user all minor releases or updates of their software covered by this CONTRACT which are released during the term of this CONTRACT without additional charge or fee. For purposes of this CONTRACT, a minor release or update shall mean any revision to DocuWare software version 5.1.A.
3. The VENDOR's Annual Maintenance & Support includes three-four (3-4) hours of technical on-site DocuWare and/or affiliated electronic cabinets, plus unlimited Sales visits and unlimited "Proof of Concept" presentations, in an effort to secure other

departments. Additional Training Services will be billable per hour plus travel expenses if necessary.

B. Configuration -

1. The VENDOR shall support configuration up to three (3) electronic file cabinets with indexing criteria agreed upon by client prior to the VENDOR's site visit. Said indexing to include (if appropriate) a maximum of two sets of "pull down" (fixed indexing criteria or external data lookup) criteria per cabinet.
2. The VENDOR shall support configuration and set-up a maximum of two (2) Auto Index jobs

II. OPERATIONAL DETAILS

VENDOR CONTACT PERSON

Karl Bosshart
ComDoc Inc.
3458 Massillon Road
Akron, Ohio 44309
(440) 262-3109
(440) 799-5263

COURT CONTACT PERSON

Kal Alnazer
Cuyahoga County Juvenile Court
9300 Quincy Avenue
Cleveland, Ohio 44106
Phone: 216-443-3541

III. REQUIRED DELIVERABLES - The minimum deliverables are outlined in the Description of Services.

IV. BUDGET - Funding for this CONTRACT is contingent upon the availability of funds. Terms for this CONTRACT shall not exceed \$12,587.00 to cover all identified services for the contract period. Rates shall be as follows:

Product Description	Quantity	Maintenance Price	Support Price	TOTAL
DocuWare PROFESSIONAL Server	1	\$1,246.00	\$312.00	\$1,558.00
DocuWare Client License(s)	12	\$2,419.00	\$605.00	\$3,024.00
DocuWare ACTIVE IMPORT	1	\$934.00	\$233.00	\$1,167.00
DocuWare AUTOINDEX	1	\$608.00	\$152.00	\$760.00
DocuWare INTERNET-SERVER	1	\$2,321.00	\$580.00	\$2,901.00
DocuWare RECOGNITION	1	\$934.00	\$233.00	\$1,167.00
DocuWare SDK Support	1	\$1,608.00	\$402.00	\$2,010.00
TOTAL				\$12,587.00

A. Payment - The COURT shall review invoices for completeness and accuracy before processing for payment. The invoices submitted are subject to adjustment for computational or processing errors, incorrect rates, non-covered services and to audit by the COURT. Incomplete invoices shall be returned for correction.

B. Incurring Costs - The COURT shall not be responsible for any costs incurred by the VENDOR prior to award of and subsequent to the termination of this CONTRACT.

- V. **RETENTION OF ACCOUNTING AND REPORTING PROCEDURES** - The **VENDOR** shall maintain and preserve all fiscal and programmatic records, books, documents and papers that pertain to the performance of this **CONTRACT**. Such records shall be subject to inspection, review and audit by **COURT** personnel. The **VENDOR** shall maintain the aforementioned records for at least five (5) years following the termination of this **CONTRACT** or longer, as may be required by the applicable records retention schedule.
- VI. **PROFESSIONALLY WRITTEN RECORDS** - All correspondence and reports to the **COURT** shall be computer-generated and shall appear professional, with the **VENDOR'S** name, address, and contact information included.
- VII. **ON SITE VISITS** - The **COURT** and the State of Ohio shall be allowed to access, review and discuss activities and records and shall be allowed to interview individual youth, family, and/or **VENDOR'S** staff that are served or paid in whole or in part under this **CONTRACT**.
- VIII. **INDEMNITY** - The **VENDOR** agree to indemnify and save harmless the **COURT**, Cuyahoga County and any and all officers, agents or employees thereof against any and all liability, loss, damages, cost or expense for damages sustained by virtue of any act of the **VENDOR**, its officers or employees in the performance of the project under this **CONTRACT**.
- IX. **BUILDING CODES-SAFETY ORDINANCES** - If applicable, all buildings, offices and facilities utilized by the program where the youth shall be present shall conform to and abide by all Federal, State, County and City building codes and safety ordinances. Documentation of such shall be presented to the **COURT** upon request.
- X. **INSURANCE** - The **VENDOR** shall carry any necessary or required insurance (i.e.: public liability, property damage, worker's compensation, malpractice insurance) to insure against any and all claims which may arise out of **VENDOR** operations under the terms of this contract. Such coverage may be through insurance policies or self-insurance programs maintained by the **VENDOR**.
- XI. **ANTI-DISCRIMINATION** - The County will follow its policies of non-discrimination. **VENDOR** hereby agrees that in all matters pertaining to the employment of labor, skilled or unskilled, in the performance of this **CONTRACT**, the **VENDOR** shall at all times conduct its business in a manner that assures there shall be no discrimination exercised against any person because of race, color, national origin, religion, age, handicap, veteran status or any factor as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the **VENDOR** shall fully comply with all appropriate Federal and State laws regarding such regulations including the Americans with Disabilities Act.
- XII. **ASSIGNABILITY** - None of the work or services covered by this **CONTRACT** shall be subcontracted without the prior written approval of the **COURT**.

- XIII. **RELIGIOUS AFFILIATIONS** - Religious programs/programming if offered shall be voluntary and non-denominational.
- XIV. **CONFIDENTIALITY** - The **VENDOR** shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the **COURT**, its financial affairs, its relations with its citizens and its employees as well as any other information which may be specifically classified as confidential by the **COURT**. Client related information is highly confidential. All Federal and State regulations and statutes related to confidentiality shall be applicable to the **VENDOR** and it shall have an appropriate contract with its employees to that effect.
- XV. **LICENSURE** - The **VENDOR** shall have the appropriate license(s) or certification(s) necessary to provide the services of this **CONTRACT**. The **VENDOR** shall also immediately notify the **COURT** of any change in licensure status affected by the certifying authority.
- XVI. **AMENDMENT** - This **CONTRACT** constitutes the entire **CONTRACT** of the parties in the subject matter hereof and may not be changed, modified, discharged or extended except by written **CONTRACT** executed by the **COURT** and the **VENDOR**. The **VENDOR** agrees that no representation or warranties shall be binding upon the **COURT** unless expressed in writing herein or in a duly executed amendment hereof.
- XVII. **TERMINATION** - This **CONTRACT** may be terminated by the **COURT** or the **VENDOR** upon thirty (30) days prior written notice to the **VENDOR**. Termination pursuant to this paragraph shall not affect the **COURT'S** obligation to pay the **VENDOR** pursuant to the Budget Section of this **CONTRACT** for services performed prior to termination.
- XVIII. **BREACH OF CONTRACT REMEDIES** - Upon breach or default of any of the provisions, obligations or duties embodied in this **CONTRACT**, the parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned. If the **VENDOR** fails to perform an obligation or obligations under this **CONTRACT** and thereafter such failure(s) is (are) waived by the **COURT**, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by the **COURT** is not effective unless it is in writing and signed by the **COURT**.
- XIX. **SERVICE CONTINUITY** - In the event that the funding for the program is not renewed, and the **CONTRACT** provides for direct youth services, then the **VENDOR** shall develop a plan for youth still receiving service at the end of the contract period. This plan shall consist of a re-assessment of the youth's progress and a determination of the best course

of action for the youth. Choices would include closing cases, accelerating services or aiding in transferring cases to a funded program.

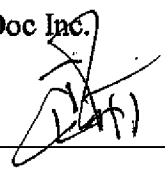
- XX. **ETHICS REQUIREMENTS** - The VENDORS shall comply with all applicable COUNTY ordinances, including but not limited to, the Cuyahoga County Ethics ordinance and Cuyahoga County Inspector General Ordinance. The VENDORS agree that the charter provisions and all ordinances, resolutions, rules and regulations of the COUNTY now or hereafter applicable shall be included in this CONTRACT for all purposes. The VENDOR shall also comply with requirements within the provisions set forth in State of Ohio, Office of the Governor, Executive Order 2007-01S which establishes ethics requirements.
- XXI. **FINDINGS FOR RECOVERY** - The VENDOR represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24.
- XXII. **PUBLIC RECORDS** - All parties hereto acknowledge that the COURT and the COUNTY are political subdivisions in the State of Ohio and as such is subject the Ohio Revised Code and other law related to the keeping and access to Public Records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the COUNTY and any and all documents in any format or media.
- XXIII. **GOVERNING LAW AND JURISDICTION** - This CONTRACT shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions. 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. The VENDOR hereby agrees not to challenge any provision in this CONTRACT, including this Governing Law and Jurisdiction provision, and not to attempt to remove any legal action outside of Cuyahoga County for any reason.
- XXIV. This CONTRACT has been properly authorized pursuant to the required provisions of any and all charter provisions, ordinances, resolutions and regulations of COUNTY and each of the VENDORS. The individuals signing on behalf of the parties to this CONTRACT are authorized to execute this CONTRACT on behalf of the COURT, the COUNTY and the VENDORS. The VENDORS recognize and agree that no public official or employee of COUNTY may be deemed to have apparent authority to bind the COUNTY to any contractual obligations not properly authorized pursuant to COUNTY'S Contracting and Purchasing Procedures. The signatory parties are legally bound by the terms and conditions of this CONTRACT as of the "effective date" of the CONTRACT even when the CONTRACT is not signed by all the enumerated VENDORS.
- XXV. **CRIMINAL RECORDS CHECK** - The VENDOR shall comply with the provisions as specified in the Ohio Revised Code 109.572 regarding criminal records checks for prospective employees and volunteers. The COURT shall receive upon request

verification of police checks, reference checks and confirmation of educational requirements for all employees and volunteers of the VENDOR assigned to this program.

XXVI. ELECTRONIC SIGNATURES - By entering into this CONTRACT, the VENDOR agrees on behalf of the contracting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all 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 the signature was manually affixed to a paper version of the document. The VENDOR also agrees on behalf of the aforementioned entities 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 COURT, the COUNTY, and the VENDOR have executed this CONTRACT as of the date first above written.

ComDoc Inc.

By:  CEO ComDoc, Inc.

Cuyahoga County Court of Common Pleas, Juvenile Division

By:  RCC
Marita Kavalec, Court Administrator

Cuyahoga County, Ohio

Edward FitzGerald, County Executive

By: 
By: 2012-12-03 14:50:43
Edward FitzGerald, County Executive