

**CONTRACT
BETWEEN
COUNTY OF CUYAHOGA, OHIO
AND
CGI TECHNOLOGY AND SOLUTIONS, INC.**

THIS Contract is made and entered into this ____ day of ____, 2014, by and between the County of Cuyahoga, Ohio, on behalf of the Department of Information Technology (the "County"), and **CGI Technology and Solutions, Inc.**, a Delaware Corporation, having its principal place of business at 11325 Random Hills Road, Fairfax, VA 22030 and an Ohio office at 88 East Broad Street, Suite 1570 Columbus, Ohio 43215 (the "Provider" or "CGI").

WHEREAS, the County has a present need for software maintenance and custom design services of the County owned document imaging software and software maintenance and support of Hyland OnBase Software used by the Cuyahoga County Job and Family Services, Office of Child Support Services, and

WHEREAS, CGI can provide software maintenance and custom design services of the County owned document imaging software and software maintenance and support of Hyland OnBase Software, used by the Cuyahoga County Job and Family Services, Office of Child Support Services, and

WHEREAS, the County desires to avail itself of these services and CGI is willing to provide such service to the County all upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CGI and the County agree as follows:

ARTICLE I – SCOPE OF WORK

1.1 This Contract for software maintenance and support is made under the terms and conditions of State Term Schedule No. 534233 and the State Term Schedule No. 534233.

1.2 During the term of this Contract, CGI shall provide the following services: 1) software maintenance and custom design services for the County owned document imaging software under the terms and conditions of State Term Schedule No. 534233 ("STS 534233"); and 2) software maintenance and support for Hyland OnBase Software used by the Cuyahoga County Job and Family Services, Office of Child Support, under the terms and conditions of State Term Schedule No. 533272-3-6 ("STS 533272-3-6") (together referenced as "Services"), as set further forth in the Statement of Work and the Payment Schedule, attached hereto as Schedule A and Schedule B, respectively. Schedules A and B are incorporated into and made part of this Contract as though expressly rewritten herein.

1.3 In the event that a discrepancy exists between the terms of Schedules A and B and this Contract, the terms of this Contract will be controlling and binding. In the event of a conflict between the terms and conditions of the above-referenced State Term Schedules and this Contract, the terms and conditions in this Contract shall prevail over any inconsistent terms in either State Term Contract No. 534233 or the State Term Schedule Contract No. 533272-3-6.

ARTICLE II - TERM

The term of this Contract shall commence on January 1, 2014 and, unless earlier terminated in accordance with the provisions of this Contract, shall continue in effect for a period of one year. (1/1/14 through 12/31/14).

ARTICLE III - PAYMENT AND INVOICING

3.1 Contract Amount. CGI hereby agrees to render the Services outlined in Schedules A and B, for a total price not to exceed Ninety Thousand Seven Hundred Forty Six Dollars and Zero Cents (\$90,746.00).

3.2 Payment. During the term of this contract, the County shall pay CGI for the Services outlined in Schedules A and B upon receipt of said invoice(s) and approval by the County.

3.3 Invoicing. CGI shall invoice the County for the Services outlined in Schedules A and B, upon execution of this Contract. CGI shall submit original invoice(s) to the following address:

Cuyahoga County Department of Information Technology
Business Department
1255 Euclid Avenue, 4th floor
Cleveland, Ohio 44115

ARTICLE IV - INDEMNITIES

4.1 Provider 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 attorney's fees and other costs of defense), arising from death, personal injury, or damage to tangible property, that result from the negligent acts or omissions of Provider, including all of its officers, owners, principals, subcontractors, employees, and agents under this Contract.

4.2 Provider acknowledges that, as a political subdivision of the State of Ohio, the County does not indemnify any person or entity. Provider agrees that no provision of this Contract or any other contract or agreement between Provider and the County may be interpreted to obligate the County to indemnify or defend Provider or any other party.

ARTICLE V - DISPUTE RESOLUTION AND TERMINATION

5.1 Termination for Default. Either party may terminate this Contract, in whole or in part, whenever such party determines that the other has failed satisfactorily to fulfill its obligations and responsibilities hereunder and is unable to cure such failure within a reasonable period of time, not to exceed thirty (30) calendar days or such longer period of time as may be specified in writing by the terminating party, taking into consideration the gravity and nature of the default. Such termination shall be referred to as "Termination for Default". Upon determination by either party hereto that the other has failed to satisfactorily perform its obligations and responsibilities hereunder, the party seeking termination shall notify the defaulting party in writing of the failure and of the time period that has been established to cure such failure, which time period shall be not less than ten (10) days. If the defaulting party is unable to cure the failure within the specified time period, the party seeking to terminate may, by giving written notice thereof to the defaulting party, terminate this Contract, in full or in part, as of the date specified in the notice of termination. CGI, however, shall be paid for all services and/or materials provided on or prior to the date of termination.

5.2 Termination for Financial Instability. In the event that CGI becomes financially unstable to the point of (i) ceasing to conduct business in the normal course, (ii) making a general assignment for the benefit of creditors, or (iii) suffering or permitting the appointment of a receiver for its business or its assets, or there is a filing by or against CGI of a meritorious petition in bankruptcy under any bankruptcy or debtor's law, the County may, at its option, immediately terminate this Contract under Section 5.2, the "Termination for Default" clause, by giving written notice thereof.

5.3 Termination for Convenience. The County may terminate this contract or any order under this contract for its convenience and without cause. Any notice of termination will be effective 30 days after the Provider receives it. If the termination is for the convenience of the County, the Provider will be entitled to compensation for any deliverable that the Provider has delivered before termination. Termination under this section will not terminate the services provided by the applicable service provider, which may only be terminated under the service provider's terms and conditions.

5.4 Dispute Resolution.

a) In the event of any dispute or disagreement between CGI and the County, either with respect to the interpretation of any provision of this Contract or with respect to the performance by CGI or the County hereunder, which cannot be resolved in the normal course of business, then upon written notice of either party, each party will appoint a designated officer whose task it will be to meet for the purpose of endeavoring in good faith to resolve such dispute or to negotiate for an adjustment to such section or provision of this Contract. The designated officers shall meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. Such officers will discuss the problem and/or negotiate the applicable section or provision without the necessity of any formal proceedings relating thereto. During the course of such negotiation, all reasonable requests made by one party

to the other for information will be honored in order that each of the parties may be fully advised in the negotiations. The specific format for such discussions will be left to the discretion of the designated officers but may include the preparation of agreed upon statements of fact or written statements of position furnished to the other party. No formal proceedings for the binding arbitration of such dispute may be commenced until (i) resolution as contemplated in this clause has been unsuccessful and (ii) either of the parties concludes in good faith that amicable resolution through continued negotiation of the matter in issue does not appear likely and so notifies the other party.

(b) The rights and obligations of the parties under this provision shall not limit either party's right to terminate this Contract as may be otherwise permitted hereunder

ARTICLE VI – ADHERENCE TO ELECTRONIC SIGNATURE POLICY OF COUNTY

6.1. The Provider 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 Provider also agrees on behalf of the aforementioned entity and person, to be bound by the provision 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.

ARTICLE VII – Insurance

CGI shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.

A. Mandatory Insurance Requirements

The following three items (Worker's Compensation Insurance, Commercial General Liability Insurance, and Business Automobile Liability Insurance) are all mandatory requirements unless otherwise specified.

(a) **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).

For Providers with 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.

(b) **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.

(c) **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.

(d) **Umbrella/Excess Liability Insurance** with limits of liability not less than:

\$5,000,000 each occurrence
\$5,000,000 general aggregate
\$5,000,000 products/completed operations aggregate

Such insurance shall be written on an occurrence basis and shall sit in excess of the limits and terms set forth in the preceding items (a)-(c).

(e) **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

1. The insurance policies of the Provider required for this contract, with the exception of the Professional Liability/Errors & Omissions Insurance, shall each name the "County of

Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:

- (i) The insurers will endeavor to provide thirty (30) days prior notice of cancellation or material change;
2. The insurance required for this contract 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.
3. These insurance provisions shall not affect or limit the liability of the Provider stated elsewhere in this Contract or as provided by law.
4. CGI 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.
5. 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.
6. If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.
7. CGI 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.

ARTICLE VIII – MISCELLANEOUS

8.1 Assignment. Neither the County nor the Provider shall delegate, assign, sublet or transfer its duties or interest in this Agreement without the written consent of the other party.

8.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties, either express or implied, with respect to the subject matter hereof. No modification of this Agreement shall be binding upon the parties unless set forth in writing and signed by both parties, or their respective successors or assigns.

8.3 No Apparent Authority/Proper Approvals. The Provider recognizes and agrees that no public official or employee of Cuyahoga County may be deemed to have apparent authority to bind the County to any contractual obligations not properly authorized pursuant to the County Code.

8.4 Parties Bound and Benefited. This Contract shall bind and benefit the parties hereto and, as applicable, their respective owners, members, directors, officers, representatives, successors, and assigns.

8.5 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.

8.6 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.

8.7 Counterparts and Facsimile/Electronic Execution. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Contract (and each amendment, modification and waiver in respect of it) by facsimile or other electronic transmission, including email, shall be as effective as delivery of a manually executed original counterpart of each such instrument.

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

8.9 Public Records. All parties hereto acknowledge that County is a political subdivision 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.

8.10 Notices. Wherever one party is required or permitted to give notice to the other pursuant to this Contract, such notice shall be deemed given when delivered by hand, via certified mail with return receipt requested, via overnight courier with signature required, and addressed as follows:

In the case of the County:

Cuyahoga County
Department of Information Technology
1255 Euclid Avenue, 4th Floor
Cleveland, Ohio 44115
Jeff Mowry

In the case of CGI:

CGI Technologies and Solutions, Inc.

11325 Random Hills Road
Fairfax, VA 22030
Galen Bock

Either party may from time to time change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address and the date upon which it will become effective.

8.11 Survival of Terms. Termination or expiration of this Contract for any reason shall not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed shall survive any such termination or expiration, or (ii) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

8.12 Record Audit Retention. CGI agrees to make all pertinent contractual books and records and other documents pertaining to this Contract available to the County and its designated agents for purpose of audit and examination upon reasonable request during the term of this Contract and for a period of two (2) years from the expiration date or final payment under this Contract, whichever is later; provided however, that should CGI be notified that an audit has been commenced pursuant to Ohio Revised Code Sec. 117.11 during said period, for which the aforesaid books and records are material, the aforesaid records shall be retained pending the completion of said audit.

8.13 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. Provider 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.

8.14 Social Security Act. CGI shall be and remain an independent supplier with respect to all services performed hereunder 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 CGI 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 and duly authorized State or Federal officials; and said CGI also agrees to indemnify and save harmless Cuyahoga County from such contributions or taxes or liability.

8.15 Contract Processing. CGI shall submit one (1) original contractual agreement with original signature to the following:

Cuyahoga County Department of Information Technology

ATTN: Business Department
1255 Euclid Avenue, 4th Floor
Cleveland, Ohio 44115

8.16 Commencement of Contract Performance. In order to protect the interest of Cuyahoga County this contract must be executed by the County Executive before compensation for the services or products set forth in this contract can be provided. In the event that services are provided by CGI prior to the execution of this Contract by the County Executive, the same will be provided at CGI's risk, and payment therefore cannot, and will not, be made unless and until this Contract is approved by the County Executive. Upon approval by the County Executive of this contract, however, any and all prior performance under this contract shall be deemed ratified and said performance shall be deemed to be included in this contract. Payment(s) for said prior performance shall not increase the amount of the contract limit.

8.17 Schedules Incorporated by Reference. The following Schedule is attached hereto and are incorporated herein:

Schedule A – Statement of Work
Schedule B – Payment Schedule

8.19 Applicable County Ordinances. All County contracts/agreements, including this Contract, are subject to the Cuyahoga County Code including, but not limited to, Title 4 pertaining to Cuyahoga County Ethics and the Inspector General, and Title 5 pertaining to Cuyahoga County Contracting and Purchasing Procedures. The County Code is available on the County Council's web site at <http://council.cuyahogacounty.us/>.

8.20 Ethics Requirements. The Provider 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 Provider. The Provider 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/>.

8.21 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.

ARTICLE IX – LIMITATION OF LIABILITY

9.1 Limitation of Liability. CGI shall not be liable for any special, punitive, indirect, incidental or consequential damages, including, but not limited to, loss of or damage to data, loss of anticipated revenue or profits, work stoppage or impairment of other assets, whether or not foreseeable and whether or not CGI has been advised of the possibility of such damages. CGI's total cumulative liability to the County in connection with this Contract, whether in contract, tort or other theory, will not exceed the total contract amount. CGI's indemnification obligations under this Contract are not subject to the limitations set forth in this Section 9.1.

IN WITNESS WHEREOF, the County and CGI have each caused this Contract to be signed and delivered by its duly authorized representative as of the date first written.

**CGI TECHNOLOGIES AND
SOLUTIONS, INC.**

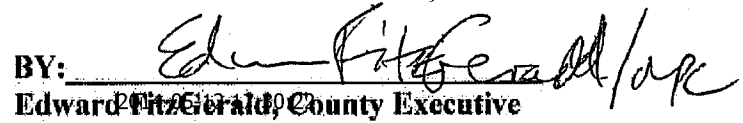
CUYAHOGA COUNTY, OHIO

BY: _____



Edward FitzGerald, County Executive

BY: _____



Edward FitzGerald, County Executive

Schedule A

STATEMENT of WORK

A. Basic Support Services

CGI shall provide Basic Support Services pursuant to the following: 1) the underlying Contract and attached Schedules A and B ("Contract"); 2) as authorized under State Term Schedule Contract No. 533272-3-6 with Hyland Software, Inc. for third party products defined in Schedule B below; and 3) the State Term Schedule Contract No. 534233 for the County owned document imaging software and applications. Notwithstanding the scope of maintenance and support services described in Section 8 of State Term Schedule Contract No. 534233 and in State Term Schedule Contract No. 533272-3-6, Basic Support Services provided under this Contract are limited to the services expressly described in this Section A.

1. Hotline Telephone Support and Call Log

- a. County requests for support will be directed to CGI by telephone at 1-614-228-2245 or email to erimshelpdesk.south.us@cgi.com and documented in the CGI call log. CGI will work with County to categorize the reported problems by severity and inform the County support engineers as appropriate.
- b. County can also communicate support issues through an e-mail address as assigned by CGI.
- c. CGI will categorize support calls as either Problem Requests or Enhancement Requests as defined below.

2. Support Requests

- a. Support requests for the levels of support defined in Appendix A will be processed in the following manner:
 - 1) Support requests will be further qualified by CGI as contained within the CGI supported products. CGI will establish scheduling and prioritization according to the severity of the problem, complexity of the modification, and estimate of time to completion.
 - 2) CGI will notify County of the status of open requests as needed by telephone e-mail, or in person depending on the situation.
 - 3) County may designate up to four (4) authorized callers for telephone call support. This is the maximum number of allowed County callers without additional charge. County may change the names of these authorized callers by forwarding a memo authorizing this change to CGI. The memo must be signed by an authorized representative of County.

3. Hours of Coverage

The standard period of support begins at 8:30 a.m. and ends at 5:30 p.m. Eastern Standard Time (EST) Monday through Friday, except for holidays observed by CGI.

4. Software Revisions

Patches/Updates

Release Patches/Updates for the third party software identified in Appendix B is included in the software maintenance fee. "Release Patches/Updates" means those revisions that are issued by third party software providers from time to time to correct software errors or to provide a workaround utility until a permanent solution can be implemented.

Software Upgrades

Software Upgrades for the third party products identified in Schedule B are included in the software maintenance fee as Basic Support Services and at no additional charge to the County. The software upgrades usually contain new features or capabilities. Functionally, it includes the last release plus all bug fixes, patches and new features since the last release. The term "Upgrade" is defined as the software and documentation necessary to move a licensed user to a new version or release of the product.

When Release Patches/Updates /Upgrades become available from third party software providers, CGI will coordinate with County staff for the installation of these Release Patches/Updates /Upgrades. Implementation of these Release Patches/Updates /Upgrades is included within the scope of Basic Support Services; any custom applications requiring changes as a result of the upgrade (identified in Appendix A) will be accommodated under the separate Services Agreement, or are considered an Additional Service.

B. Additional Services

The following Services are not included within the Basic Support Services but are available to County under one or more Statements of Work on a time and materials basis at CGI's hourly rates set forth in the State Term Schedule and can be included by written amendment to this Contract pursuant to Section 8.21:

1. Services provided by CGI at the request of County that are performed outside of the standard hours of coverage defined above.
2. All time associated with a service call that is the result of County negligence or that was County induced.
3. Any time spent at a County site to observe and/or stand by at the request of County.
4. All time associated with a trouble call caused by faulty equipment (hardware, telephone, AC power problems, etc.)
5. All time associated with problems caused by Third Party Software packages other than those specifically identified in a Statement of Work for Maintenance Support Services.
6. Any time associated with problems caused by issues pertaining to internal infrastructure such as hardware, network, and workstation configuration.
7. Enhancement Requests; Support requests that are determined to be enhancements to the base functionality of the supported application are not part of the annual fees and will be addressed according to the following process:
 - (a) The requested enhancement will be quoted by CGI.
 - (b) The estimate and costs will be presented to County for written approval before work begins. The costs associated with enhancement requests will be negotiated between County and CGI.
 - (c) Once approved by County, the requested enhancement will be scheduled and a project plan will be developed and executed to implement the enhancement.

C. Custom Software Support Services

Support for custom developed systems may require CGI to maintain, to the greatest extent possible, a duplicate system to include software, custom software and system specific hardware devices at CGI. This will help ensure that problems identified by County can be readily duplicated and diagnosed.

D. County Responsibilities

1. County will designate systems support coordinators (maximum two) to be the primary interface with CGI and the County end user community for the purpose of problem identification, call tracking and resolution.
2. County will ensure that regular backups of software and data are performed.
3. County will provide a controlled/limited access modem and dial-up line or provide telnet access to the servers running CGI applications and its software vendor(s) products for enhanced support capabilities and more efficient problem diagnosis and troubleshooting.
4. County will provide full cooperation in supplying a copy (or on-line access) to custom code, database schemas and other relevant data as well as updates.

E. Basic Support Services Reinstatement

Should County elect not to renew Basic Support Services for subsequent support period, County at any time after discontinuance of the Basic Support Services, may reinstate the Basic Support Services by accepting the then current version of software and paying 1) the then current software Basic Support Services fee, and 2) a reinstatement fee equal to the difference between the perpetual license fee for software and the then-current perpetual license fee for software.

ADDITIONAL COUNTY RESPONSIBILITIES

County Personnel, Facilities and Resources. County will provide CGI with timely access to appropriate County personnel and will arrange for CGI personnel to have suitable and safe access to County's facilities and systems. County will also provide suitable office space and associated resources for CGI personnel working on-site, including all necessary computing and office support resources, and will undertake any other responsibilities described in this Statement of Work. Upon mutual agreement, a Statement of Work or its Project Plan will also specify any tasks or activities for which County is responsible and, if applicable, those tasks or activities that will be performed jointly by County and CGI.

Approvals and Information. County will respond promptly to any CGI request to provide information, approvals, decisions or authorizations that are reasonably necessary for CGI to perform the Services in accordance with the Statement of Work. If neither the Statement of Work nor the associated Project Plan specifies a period for County's response, CGI will specify a reasonable time period in the context of the project schedule. CGI's request may also describe the course of action CGI intends to follow if it does not receive a timely response from County, which may include suspension of the affected Services. CGI will be entitled to follow the described course of action in the absence of a timely response from County. Any subsequent change requested by County will be subject to mutual agreement and may result in a Change Order.

Use and Verification. County is responsible for the results of using the software, hardware, equipment, Services and Deliverables in its business operations. County is also

responsible for independent verification and testing of such results prior to using them in its business.

Appendix A

Description of CGI Support Levels For Basic Support Services

Level 1 Support

Level 1 support will be provided by CGI. Level 1 support will provide the initial contact with the County. CGI will receive and track all County calls to assure the collection of the appropriate problem information:

Typical problems Level 1 service may encounter include:

- Basic software setup
- Basic usage of the product
- Configuration of Drivers
- General software upgrade issues
- End-user support for training issues, etc.

Level 1 will escalate to Level 2 if the problem is either not readily solvable, solvable within prescribed guidelines or is rated a Severity 1 or 2 problems. Upon escalation, the call will be assigned to Level 2, but CGI will continue to be responsible for County contact and status.

Level 2 Support

Level 2 Support will be provided by CGI. Problems Level 2 may encompass include those beyond basic setup and usage issues. These may be bugs that CGI's software vendor(s) is or is not aware of and may need programming involvement and/or code changes to resolve. These problems may also be complex software upgrade issues, or County application issues, or core product issues that need to be researched, duplicated and tested in a support lab environment. If the problem is beyond known fixes, requires new software or drivers, or is not solved within prescribed guidelines, the call will be escalated to the next support level.

Level 3 support will be responsible for providing the solution and feedback to Level 2 support, who will continue to track the problem resolution and provide feedback to County.

Level 3 Support

Level 3 support is provided by the software vendor(s). This will be the first level of support from the CGI software vendor(s). The types of problems that are escalated to the software vendor support are problems, or bugs with one of the core software vendor products. Level 3 support will verify that the problem exists and can be duplicated in the support lab and determine if the root of the problem is with the core product or with the end-user application.

If the problem is determined to be with the application the software vendor(s) will inform CGI support staff and resolution responsibility will be returned to Level 2.

If the problem is determined to be in the core product, and a software patch/update is available that resolves the issue, the software vendor(s) will make the patch/update available for download by CGI or County. If a patch is not available, the software vendor will escalate the problem to their engineering department. They will maintain direct communication with CGI concerning resolution status. County contact will remain with CGI,

Engineering Support

The software vendor(s) engineering department will provide the highest level of support required to solve the County problem. They will be responsible for providing the appropriate solution within prescribed guidelines, issuing appropriate fixes or patches to County and the overall revision control and maintenance process of released software.

If the problem is a Severity 1 issue (the system is down or unusable) a patch or software update will be developed as required by Engineering. Once the patch has been developed it will be tested by the software vendors support staff and made available for download by CGI

If the problem is not associated with a down system, the software vendors engineering department will provide a timeline for providing a software fix. The fix will be scheduled as a patch included in the next maintenance release, or included in the next minor or major release. The software vendors support staff will provide feedback and resolution status to CGI. CGI will be responsible for maintaining contact with County.

County Support Guidelines

Support Level	Support Provided By	Time to Respond	Escalate To
Level 1	CGI	Standard: 8 Hours Optional Response Times Available	Level 2
Level 2	CGI	Standard: 8 Hours Optional Response Times Available	Software Vendor Support Level 3
Level 3	Software Vendor	<p>Depends on Severity</p> <p><u>Severity 1 (Critical)</u></p> <p>Estimated Resolution Date provided in 24 hours</p> <p><u>Severity 2 (High)</u></p> <p>Estimated Resolution Date provided in 48 hours</p> <p><u>Severity 3 (Medium)</u></p> <p>Estimated Resolution Date provided in 5 days</p> <p><u>Severity 4 (Low)</u></p> <p>Estimated Resolution Date provided in 10 days</p>	Software Vendor Engineering Staff

Schedule B

Payment Schedule

ITEMIZATION OF SERVICES PROVIDED BY CGI TECHNOLOGIES AND SOLUTIONS INC.

The following services will be provided by CGI to the County at the following flat price:

Type	Rate	Description	Units	Total Price																								
Services	Annual	Maintenance and Support of the following County imaging applications: <ul style="list-style-type: none">• Browser Based Application Front End• eDOCS Conversion Application• Backfile Conversion Application• SETS Interface Application• OnBase PDF Archival Application	1 year	\$53,026.00																								
Services	Annual	Hyland OnBase software maintenance	1 year	\$32,800.00																								
		<table><tr><th>Hyland Product Code</th><th>Hyland Product Description</th><th>Quantity</th></tr><tr><td>WTMPW1</td><td>Web Server Maintenance</td><td>1</td></tr><tr><td>CTMPC1</td><td>Concurrent Client (1-100) Maintenance</td><td>75</td></tr><tr><td>CTMPC1</td><td>Concurrent Client (1-100) Maintenance associated through configuration settings to doc. pop only</td><td>25</td></tr><tr><td>CTMPC2</td><td>Concurrent Client (101-200) Maintenance associated through configuration settings to doc. pop only</td><td>50</td></tr><tr><td>DPMPW1</td><td>Document Import Processor Maintenance</td><td>1</td></tr><tr><td>ARMPI1</td><td>Archival API Maintenance</td><td>1</td></tr><tr><td>APMPQ3</td><td>Query API (initial 500 queries/hour) (OnBase</td><td>1</td></tr></table>	Hyland Product Code	Hyland Product Description	Quantity	WTMPW1	Web Server Maintenance	1	CTMPC1	Concurrent Client (1-100) Maintenance	75	CTMPC1	Concurrent Client (1-100) Maintenance associated through configuration settings to doc. pop only	25	CTMPC2	Concurrent Client (101-200) Maintenance associated through configuration settings to doc. pop only	50	DPMPW1	Document Import Processor Maintenance	1	ARMPI1	Archival API Maintenance	1	APMPQ3	Query API (initial 500 queries/hour) (OnBase	1		
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APMPQ3	Query API (initial 500 queries/hour) (OnBase	1																										

			Unity Core) Maintenance				
		OBMPW1	Multi-User Server Maintenance		1		
Services	Annual 1	Hyland OnBase Extended Support Fee				1 year	\$4,920.00
TOTAL Annual Maintenance							\$90,746.00

- Annual cost increases for custom application maintenance and support shall be determined by Consumer Price Index change (CPI – U, U.S. City Average, All Items, calculated annually on last quarter prior to the renewal date of this agreement)¹ or 5% whichever is less; unless the increase is a result of the third party software provider increasing its annual maintenance fees in which case this limitation will not apply.

This is calculated by first determining the index point change between the two periods and then the percent change. The following example illustrates the computation of percent change:

CPI for current period	136.0
Less CPI for previous period	129.9
Equals index point change	6.1
Divided by previous period CPI	129.9
Equals	0.047
Result multiplied by 100	0.047 x 100
Equals percent change	4.7

And according to the following schedule:

Due Date	Basis of Payment	Amount of Payment
January 1, 2014	Maintenance and support service for both County imaging applications and Hyland Onbase software for the period from January 1, 2014 through December 31, 2014	\$90,746.00