

Exhibit A-2 Hosting Statement of Work

APPLICABLE PRICING AND SIZING METRICS

The sizing, pricing and subsequent service level and performance warranties are based on the following metrics as agreed upon in the HSS. Should changes be required, additional fees may be assessed as determined by Contractor.

PRICING / SIZING COMPONENT	INITIAL METRIC
Application pillars, modules and PeopleTools versions	As Listed in MSA's Exhibit H
Peak Concurrent User Count	See MSA's Exhibit B-2, Section 3.1 for maximum Concurrent Users
Initial Production Database (PRD) Instance Size	Once all Application pillars are in production, Total PRD size of 800 GB plus an additional ten percent (10%) allowance for a total of 880 GB including the following estimated individual sizes: PeopleSoft FIN up to 200GB PeopleSoft HCM up to 100GB PeopleSoft ELM up to 30GB PeopleSoft Portal up to 50GB Hyperion and Essbase Up to 300GB OBIEE & OBIA Up to 100GB iNovah up to 20GB
Initial Non-Production Database Instance Sizes	Once all Application pillars are established for implementation, Total Non-PRD size of 2,490 GB plus an additional ten percent (10%) allowance for a total of 2,739 GB including the following estimated individual sizes: PeopleSoft FIN up to 1,030GB PeopleSoft HCM up to 530GB PeopleSoft ELM up to 180GB PeopleSoft Portal up to 270GB Hyperion and Essbase Up to 300GB OBIEE & OBIA Up to 100GB iNovah up to 40GB UPK up to 40GB
PeopleSoft Batch Processing Metrics for Microsoft Windows-based processor (PSNT): <ul style="list-style-type: none"> • XML Publisher • Winword/nVision • Data Mover • SQR Process 	5 concurrent processes

PRICING / SIZING COMPONENT	INITIAL METRIC
<ul style="list-style-type: none"> • SQR Report • Application Engine • COBOL 	
PeopleSoft Batch Processing Metrics for Unix-based processor (PSUNIX): <ul style="list-style-type: none"> • Application Engine • COBOL • Optimization Engine • SQR Process • SQR Report • SQR Report for work flow 	5 concurrent processes
One (1) PSNT and one (1) PSUNIX non-redundant process scheduler is included for all PeopleSoft application pillars excluding Enterprise Portal (EP). EP application pillars have one (1) PSUNIX process scheduler only.	See left column
One (1) Real Time Event Notification (REN) Server is included for each of the four (4) PeopleSoft application pillars if needed; however, if requested after initial environment setup is complete, then Level-1 fees will apply for setup.	See left column
PeopleSoft batch scheduled jobs: Contractor will monitor batch processing	Five (5) per application pillar
2-Tier network accounts included as described in Section 9 of the SLA	Fifteen (15)
One (1) File Transfer Protocol (FTP)/Secure File Transfer Protocol (SFTP) account per environment plus the one (1) additional per County for debugging trace files.	See left column
Oracle Database connections, as described in Section 12 of the SLA (does not include PeopleSoft to PeopleSoft environments at Contractor)	See left column
One (1) Oracle Secure Enterprise Search (SES)	See left column

CONTRACTOR DATA CENTER PROVISIONING

Contractor provides an enterprise class, highly secure data center, providing:

- Staffed 24x7 by security guards. Government issued picture ID required for entry. In addition to electronic key card, a successful biometric scan is required for entry.
- Entire data center is monitored via video surveillance cameras.
- Rooms are monitored for environmental factors including temperature, humidity, and particulates.
- The data center sits on the convergence of two power grids. If one grid should lose power, the other will provide power. If both grids experience an outage, battery backup (UPS) will kick in until the backup diesel generator power takes over.
- The facility also sits on the Sonet Ring that travels up the east coast, over to Chicago, through the Midwest and south back to Atlanta.

County's Hosted Systems Architecture at Contractor's Data Center

- Database servers are clustered and redundant. If any production server fails, it will fail over to a clustered node.
- Contractor utilizes clustered and redundant / load-balanced Production Web and Application servers, including dual power supplies, redundant cooling fans, and network interface cards.
- Provider will utilize a virtualized, shared resource architecture for County's Production and non-Production application systems, per the Service Level Agreement, Sections 10.1 and 10.2:
 - Production Web Servers: Virtualized
 - Production Application Servers: Virtualized
 - Production Database Servers: Shared
 - Non-Production Web Servers: Virtualized
 - Non-Production Application Servers: Virtualized
 - Non-Production Database Servers: Shared
- Oracle Enterprise Linux is the operating system on all physical server tiers.
- Contractor utilizes EMC, NetApp and HP storage area networks with dual controllers and power supplies per shelf. The disks are configured RAID-5, with maximized the RAM and tuning to maximize I/O. Oracle recommended disk configuration for Oracle databases is combination of RAID-1 and RAID-10.
- Contractor's internal network utilizes clustered and redundant gigabit switches.
- Redundant firewalls and demilitarized zones are provided.

- Contractor utilizes a disk-based backup system along with robotic tape solution pair with industry best of breed backup software. The offsite tape storage is provided at a hardened, secured, fireproof, controlled facility.
- Virus prevention and detection is centrally managed and provided for all Windows servers.
- Contractor includes as a standard service the ability to utilize County's SMTP Server for email traffic.
- Contractor establishes a base Splash Page containing links to all web based hosted applications, with each production and non-production environment containing its own unique URL utilizing the mycmisc.com domain.
- Contractor includes dedicated web instances for each Production pillar, sized based on County requirements.
- Contractor includes one (1) web instance per pillar for all Non-Production Environments in that pillar.
- Contractor's disaster recovery site is housed in a separate data center, as a scaled-down replica of no less than fifty percent (50%) of Contractor's main data center facility; disaster recovery equipment is on-site, hot and shared.

SERVICES AND TECHNOLOGIES PROVISIONING

If a conflict exists, this table supersedes the Responsibility Grid for Hosting Services table that immediately follows.

Contractor Managed Services		Included Service		County Resp.
		Monthly Base Hosting Fee	Additional Fee	
Contractor Activation				
	Build Environment	X		
	Test and move to production	X		
	Manage Go-Live	X		
	Manage transition to production	X		
Contractor Support				
Service / Help Desk				
	Incident Management	X		
	Service Request Management			
	Request for Desktop Support			X
	Request for changes to supported customizations		X	
Functional Application Support				
	Service Delivery Management (These three (3) services below may appear in Managed Services and/or Hosting Services Statements of Work.)			
	Delivery training		X	
	Delivery configuration change		X	
	Delivery changes to supported customizations		X	
	Level-1 Problem resolution per the allowance in MSA's Exhibit B-2, Section 3.4	X		
	Level-1 Problem resolution above the allowance in MSA's Exhibit B-2, Section 3.4		X	X
Contractor Support				
	Account Management	X		
	Service escalation	X		
Contractor Technical Services - at and within Point of Demarcation				
Application Administration				
	Installation, Set Up, & Configuration	X		
	Break / fix response (technical)	X		
	Break / fix response (functional or user-caused)		X	
	Required Application Updates, PeopleSoft Patch Bundles	X		
	Tax and Regulatory Updates	X		
	Application Batch Process	X		
	Application Upgrades to new releases			X
	PeopleTools Upgrade (Includes one (1) annual PeopleTools Upgrade)		X	
	PeopleTools Patch	X		
Physical Database Administration				
	Install, set up, and configurations	X		
	Monitor the database and perform maintenance as required	X		
	Review buffer cache hit ratio reports and adjust performance characteristics by allocating memory, adjusting parameters, reallocating physical layout, etc.	X		

Contractor Managed Services			Included Service		County Resp.
			Monthly Base Hosting Fee	Additional Fee	
		Perform performance tuning (adding indexes, etc.) based on pre-defined benchmarks defined in advance	X		
		Test database recovery periodically	X		
		Perform periodic refreshes of non-production instances with production data (above refresh allowances specified in Section 10.2.1 of the SLA)		X	
		Normal Back-up Operations	X		
		Systems Administration			
		Provisioning, setup and configuration	X		
		Tuning and maintenance of the systems identified	X		
		Network Administration			
		Provisioning, setup and configuration	X		
		Tuning and maintenance of the network	X		
		Storage Administration			
		Provisioning, setup and configuration	X		
		Tuning and maintenance of the storage	X		
Contractor Managed Services - at and within Point of Demarcation					
		Monitoring			
		Deploy agents	X		
		Establish monitoring	X		
		Event correlation	X		
		Service level alerting	X		
		Reporting			
		Data collection	X		
		Service Level metrics	X		
		Network metrics	X		
		Analysis of reports and identification of performance issues	X		
Contractor Systems - at and within Point of Demarcation					
		Servers			
		Unix & Windows Supported			
		Unix Production Web servers, dual, load balanced	X		
		Unix Production Application (Tuxedo) server, with failover	X		
		Unix Production Database server (Oracle), with failover	X		
		Unix Dev/Test Web servers	X		
		Unix Dev/Test Application (Tuxedo) server	X		
		Unix Dev/Test Database server (Oracle)	X		
		Windows Production Process Scheduler Server	X		
		Windows Dev/Test Process Scheduler Server	X		
		Windows Production Terminal Server	X		
		Windows Dev/Test Terminal Server	X		
		Production PeopleSoft Instance	X		
		Testing PeopleSoft instance	X		
		Development PeopleSoft instance	X		
		Demo PeopleSoft instance	X		
		Additional instances requested by County		X	
		Storage			
		Disk (Local, NAS, SAN, all database instances per Section 10.2 of the SLA)	X		

Contractor Managed Services			Included Service		County Resp.
			Monthly Base Hosting Fee	Additional Fee	
		Tape (Backup, DLT, encrypted if offsite)	X		
		Network			
		Routers	X		
		Switches	X		
		Terminal Servers	X		
		Gigabit backbone (App, DB server, SAN)	X		
		Software			
		PeopleSoft Application License			X
		Operating System	X		
		Utilities Licenses (Compilers, OS utilities)	X Utilities licenses that are included	X Additional utilities licenses at County's request	
		Database License	X		
		Databases (Oracle)			
		Production	X		
		Test	X		
		Development	X		
		Demo	X		
		Training (if applicable)		X	
		Other databases (See Section 10.2 of the SLA)		X	
		Other			
		SMTP Services / Gateway if provided by Contractor		X	X
		Secure Enterprise Search (PRD)	X		
		Contractor Connectivity			
		WAN Connection (optional)		X	
		VPN (optional backup)		X	
		Access via public Internet (dual OC48)	X		
		Contractor Data Center			
		Offsite storage of backups	X		
		Facilities			
		24 x7 Facilities management	X		
		Environmental systems (redundant)	X		
		Physical security	X		
		Utilities	X		
		Management			
		Space capacity management	X		
		Backup management	X		
		Contractor Security - at and within Point of Demarcation			
		Perimeter and Network Security			
		Firewall systems	X		
		VPN Concentrator device at Disaster Recovery site	X		
		Network intrusion detection systems	X		
		Network vulnerability assessments	X		
		Managed security monitoring	X		
		Coordinated 3 rd Party Pen test		X	
		Log Exports		X	
		Systems Security			
		Annual SSAE16 Type 2 SOC 1 Certification	X		
		Server/host security detection and prevention	X		

Contractor Managed Services			Included Service		County Resp.
			Monthly Base Hosting Fee	Additional Fee	
		OS hardening scripts	X		
		OS Anti-virus protection	X		
		Application Security			
		Application security administration for Production users & User ids	X		
		Centralized policy management/web security	X		
		Vulnerability Management Services			
		Managed vulnerability alerts	X		
		Contractor Service Level Management			
		Performance improvement over current system performance			
		Online transaction processing (OLTP) performance per SLA	X		
		Availability			
		Minimum system availability per SLA	X		
		OLTP Performance			
		OLTP reference set within the accepted baseline performance per SLA	X		
		Data Recovery			
		Production databases per SLA	X		
		Non-production databases per SLA	X		
		Disaster Recovery			
		Production operations restored per SLA	X		
		Compliance			
		Provision of financial regulatory control reports per SLA		X	
		Security			
		Unauthorized access or other security breach per SLA	X		
		Application Support and Service Desk			
		Tech Response Time within defined limits of SLA	X		
		Resolution time within defined limits per SLA	X		
		Contractor Application Lifecycle Management			
		Architecture and Design			
		Version Management	X		
		Release Management	X		

RESPONSIBILITY GRID FOR HOSTING SERVICES

Note: County may be charged additional fees (either monthly or Level-1 fees) pursuant to MSA's Exhibit B-2 to perform those activities that are designated by ** in the Responsibility Grid below.

Service Category / Service Level Item	Primary Responsibility	
	Contractor	County
General Administration:		
Maintain the portfolio of projects related to the application	Assist **	Lead
Provide demand management support services to assist the County in the prioritization of application related project requests	Assist **	Lead
Participate as part of the County's ERP Center of Excellence governance groups	Assist **	Lead
Supervise and manage the activities of any staff and subcontractor work related to new ERP initiatives/projects		Lead
Cooperate in the execution of required County internal and external audits (including compliance and segregation of duties)	Assist **	Lead
Prepare and distribute an annual summary of ERP project results		Lead
Maintain policies and procedures for management of the ERP environment - Infrastructure	Lead	
Maintain policies and procedures for management of the ERP environment - Application Layer	Assist	Lead
Ensure compliance to records retention requirements		Lead
Stay abreast of industry and regulatory trends that will impact the System	Assist	Lead
Propose solutions where the System can enhance County goals and initiatives	Assist	Lead
Work with County management to conduct annual budgeting related to support, maintenance, improvements and enhancements to the ERP environment	Assist	Lead
Develop budgets for planned ERP initiatives	Assist with estimates	Lead
Conduct periodic strategic application planning	Assist	Lead
Develop business cases related to application growth	Assist **	Lead
Manage and maintain application management related procedures and associated documentation	Assist **	Lead
Maintain and manage all ERP-related licenses (application, database, operating system, etc.)	Lead (for CCI Technology)	Lead (for Application Software)
Maintain and manage all ERP-related contracts	Lead (for database, OS,	Lead (for

Service Category / Service Level Item	Primary Responsibility	
	Contractor	County
	etc.)	application)
Provide on-going review as to relevancy of existing SLAs	Assist	Lead
Monitor and report on achievement of infrastructure-related SLAs	Lead	Review
Hosting Services:		
Provide hosting services for externally hosted applications	Lead	
Provide hosting services for on-premises applications		Lead
Provide for a redundant system architecture	Lead	
Provide disaster recovery services including system and data restoration, where contracted	Lead	Co-Lead
Conduct periodic testing of the disaster recovery solution	Lead **	Review
Provide full and secure off-site Back-Up and recovery services	Lead	Review
Provide for secure transmission of data before being stored and/or archived as supported and contracted	Co-Lead	Co-Lead
Provision of SSAE 16 audits	Lead	Review
7 x 24 x 365 Level-1 service desk	Assist **	Lead
7 x 24 x 365 Level-2 and Level-3 service desk	Lead	
Provide toll free support line for Level-2 and Level-3 issues	Lead	
Development services:		
Perform custom report development	Support **	Lead
Perform query development and maintenance	Support **	Lead
Perform interface development	Support **	Lead
Perform data conversion	Support **	Lead
Perform forms development	Support **	Lead
Provide application development	Support **	Lead
Provide application messaging and other development	Support **	Lead
Perform user interface customization	Support **	Lead
Perform object customization	Support **	Lead
Provide new / modified object development	Support **	Lead
Provide project management services	Support **	Lead
Provide product extension development and support	Support **	Lead
Provide on-going support for the interface infrastructure	Lead	
Provide on-going support for application interfaces that will integrate to the System in the future	Assist **	Lead
Implement changes to interfaces to the System	Assist **	Lead

Service Category / Service Level Item	Primary Responsibility	
	Contractor	County
Provide quality assurance analysis, coordination and support of developed objects		Lead
Provide quality assurance for all developed objects		Lead
Help desk support (Level-1 support):		
Provide Level-1 help desk support as the first point of application support	Assist **	Lead
Provide application user password management including reset management as part of Level-1 support		Lead
Attempt to resolve Level-1 support calls using existing knowledge base	Assist **	Lead
Maintain and update the Level-1 system knowledge base		Lead
Make determination to escalate Level-1 issues to Level-2		Lead
Service request management:		
Provide technical troubleshooting support for hosting issues	Lead	
Submit service requests to Contractor that have moved from Level-1 to Level-2 on behalf of the County		Lead
Work with the user to determine if a service request is for new system requests (i.e., change) or involves requests for assistance or error reporting (i.e., incident)		Lead
Work with the user to determine County approvals are received before submission of a service request that will incur additional charges.		Lead
Provide a web-based system for submission of service requests	Lead	
Provide service request tracking and reporting	Lead	
Work with the County and support center in resolving submitted service requests	Lead ** if ticket is Level-1 Assist if Level-2 or Level-3	Assist if ticket is Level-1 Lead if Level-2 or Level-3
Monitor, measure and report on the status of submitted service requests	Lead	Review and Approve
Provide analysis of recurring incidents and work to establish a resolution or work around for such incidents	Co-Lead (Lead for Infrastructure Issues)	Co-Lead
Report and resolve unplanned outages of any component or environment defined at a severity level of Level-1, Level-2 or Level-3	Co-Lead (** if issue is not caused by Contractor)	Co-Lead
Provide root cause analysis for all severity Level-1 and Level-2 issues coming from unscheduled downtime	Lead	
Promptly report outages and service interruptions	Co-Lead	Co-Lead

Service Category / Service Level Item	Primary Responsibility	
	Contractor	County
Install, configure and maintain tools that enable monitoring, administration and management of the County environment	Assist	Lead
Application management and support:		
Provide application support to the business users	Assist **	Lead
Address functional issues and questions involving "how to" raised by end-users	Assist **	Lead
Provide system functionality solutions and resolve process flow questions for software and reports	Assist **	Lead
Maintain application releases within X releases of the current software in the production environment	Co-Lead (** as requested by County; may incur fees where updates are not included in HSS)	Co-Lead
Report product issues to Application Software vendor support and obtain resolution	Assist (** if ticket is Level-1)	Lead
Provide object management support	Co-Lead (** if ticket is Level-1)	Co-Lead
Provide availability management and support	Lead	
Provide maintenance and support for all custom and standard interfaces	Assist **	Lead
Provide maintenance and support for all forms	Assist **	Lead
Provide maintenance and support for all custom and standard reports	Assist **	Lead
Develop, configure and maintain application type nightly/on-demand batch jobs	Assist **	Lead
Develop, configure and maintain nightly/on-demand system administration batch jobs	Assist **	Lead
Set-up the nightly batch job schedule	Assist (** after maximum number of jobs as listed in Applicable Pricing And Sizing Metrics section above)	Lead
Provide batch program maintenance and support	Co-Lead **	Co-Lead
Develop, manage and maintain application workflows	Assist **	Lead
Install new application service packs, Critical Patch Updates (CPUs), emergency patches and releases in the initial County environment	Lead	Assist

Service Category / Service Level Item	Primary Responsibility	
	Contractor	County
Test new application service packs, CPUs, emergency patches and releases in non-production environments	Assist **	Lead
Move new maintenance updates, CPUs, emergency patches and releases between County environments	Lead	Assist
Move new maintenance updates, CPUs, emergency patches and releases into the production environment	Lead	Assist
Provide change management process logging (e.g., configuration changes, maintenance updates, etc.)	Lead **	Review
Generate and analyze customer satisfaction surveys related to application maintenance and support	Lead	Review
Provide maintenance and support of any ETL services (excluding ETL scripts, software only)	Co-Lead	Co-Lead
PeopleSoft Security administration:		
On-going design and mapping of permission lists and roles	Assist **	Lead
Attach permission lists to roles	Assist **	Lead
Creation of customization of roles – post-project	Assist **	Lead
Owner of PeopleSoft Security Administrator Role	Co-Lead – technical accounts	Co-Lead – user security
Automatically trigger changes in user profiles when business events occur HCM	Assist **	Leads
Transferring user profile data between databases as part of a database refresh	Leads (** where special requirements are added)	Review
Provide application security maintenance and administration	Assist **	Lead
Ensure security patch management is performed on a regular basis	Lead	Review
Ensure CPUs and emergency patches are performed in a timely manner	Lead	Review
Authentication		
Support the implemented single-sign on solution (SAML/LDAP/SSO)	Co-Lead (** if not a Contractor issue)	Co-Lead
Perimeter and network security:		
Management of firewall systems	Lead	Assist
Management of VPN concentrator device at main/disaster recovery sites	Lead	
Network intrusion detection systems	Lead	
Systems Security:		
Dedicated circuit, VPN, or public Internet access	Co-Lead	Co-Lead

Service Category / Service Level Item	Primary Responsibility	
	Contractor	County
Provide updated security policies annually	Lead	Review
Annual SSAE16 Type 2 SOC 1 certification	Lead	Review
Provide SOC 1 reports to County	Lead	Review
Server/host security detection and prevention	Lead	
OS hardening scripts	Lead	
OS anti-virus protection	Lead	
Identifying and mitigating zero-day threats	Co-Lead	Co-Lead
Application Security:		
Application security administration for Production users and user ids		Lead
Creation and management of application roles		Lead
Assignment of users to application roles		Lead
Management and maintenance of system roles within PeopleSoft security	Lead	Review
Provide PeopleSoft ERP activity/audit logs	Lead **	Review
Protect and archive PeopleSoft ERP activity logs	Lead **	Review
General Security:		
Centralized policy management/web security	Lead	
Web application firewall/threat protection	Lead	
Provide security architecture and design document	Lead	Review
Provide information security policies/procedures	Lead	Review
Provide infrastructure activity/audit logs	Lead **	Review
Protect and archive infrastructure activity logs	Lead	
Provide database level auditing	Lead **	Review
Protect and archive database logs	Lead	
Provide firewall or network activity logs	Lead **	Review
Protect and archive network activity logs	Lead	
Security of internal facing web services	Lead	
Security of Internet facing web services	Lead	
Initial security review/assessment of architecture	Assist **	Lead
Management/purchase SSL certificates	Lead **	Review
Running periodic vulnerability scans	Lead	Review
External annual penetration test (generic for all of Contractor's clients)	Lead	Review
Conduct investigations related to data or application access	Assist **	Lead

Data Protection:		
Segregation of County data from other hosted customers	Lead	
Define sensitive data	Assist	Lead
Whole database encryption (optional)	Lead **	
Protection of encryption keys (optional)	Lead **	
Incident Response:		
Hosting Contractor incident response/data breach investigations	Lead	Review
Notification to County of security incidents	Lead	
Provide logs in case of County incident or investigation	Assist (** if not a Contractor issue)	Lead
Provide security point of contact for security incidents related to hosted solution including escalation	Co-Lead	Co-Lead
Compliance:		
Provide information related to public records request	Assist **	Lead
Conduct application user access management and review	Assist **	Lead
Ensure that the application and environment conform to required regulatory compliance requirements	Co-Lead **	Co-Lead
Account (user) access rights		Lead
Account (admin) access rights	Lead	
Store account application management logs (new users, access changes, termination)	Assist **	Lead
Store account infrastructure logs (new users, access changes, termination)	Lead **	Review
User account logs		Lead
Store user admin activity logs where applicable	Lead **	
Keep change management logs where applicable	Lead **	
Store application and database Data transfer logs (by account) where applicable	Lead **	
Keep disaster recovery exercise review/logs	Lead **	Review
Store offsite data replication logs where applicable	Lead **	
Store offsite infrastructure data security logs where applicable	Lead **	
Data Back-Up schedules where applicable	Lead	
Penetration test reviews	Lead (** if test for County specifically)	Review
Hosting certifications (i.e., SSAE16 SOC 1)	Lead	Review
PCI compliance (Contractor is not PCI certified)	Assist **	Lead

Configuration management:		
Manage and maintain application configuration and table settings related to business driven changes	Assist **	Lead
Document all infrastructure environment changes (i.e., application updates, OS configuration settings hardware changes, connectivity changes, security updates, patch updates, OS updates, database updates)	Lead	
Document all software maintenance environment changes (i.e., application updates, patch updates, database updates)	Lead	
Communicate the change management process used for changes that will affect the various environments	Lead	Review
Resolve functional issues related to application configuration or business processes	Assist **	Lead
Provide code/version change control for all County-specific customizations, bolt-ons, etc.	Assist **	Lead
Migrate data/objects between the different instances/environments as requested by the County (non-production)	Assist **	Lead
Migrate data/objects into production as requested by the County	Lead	Assist
Manage configuration of the environment to maximize System performance	Lead	Assist
Work with the County to ensure that desktop configurations are being satisfied	Assist **	Lead
Work with the County to ensure that third party software desktop configurations are being satisfied	Assist **	Lead
Provide operational support for printer set-up and configuration (e.g., direct print)	Lead (** after initial setup)	Co-Lead
Develop and maintain architecture documents that represent the current configuration of all environments	Lead	Review
Release management:		
Assess impacts of new releases to the technical environment	Lead	Assist
Assess impacts of new releases to the business	Assist **	Lead
Create a release plan for each release	Assist **	Lead
Apply tax and regulatory updates	Lead	Assist
Access management:		
Manage administrative user access to the environments including the OS	Lead	
Manage user access at the database level	Lead	
Manage application users and their access to the various environments including assignment of rights, roles and responsibilities	Assist **	Lead
Performance management:		
Monitor System performance	Lead	Review
Monitor application performance	Lead	Review

Perform load balancing	Lead	Review
Monitor network performance	Co-Lead	Co-Lead
Analyze performance-related incidents to identify factors impacting performance	Co-Lead (** where not a Contractor issue)	Co-Lead
Provide recommendations to improve system performance	Lead	Review
Work with the County infrastructure area to ensure that network connectivity and bandwidth requirements are being satisfied	Co-Lead	Co-Lead
Training support:		
Provide on-going functional training for current and new users of the System including core and end-users		Lead
Maintain currency of all training related documentation		Lead
Technical support:		
Review and resolve technical issues with the hosted System	Lead	
Assist with System debugging and issue resolution	Co-Lead (** where not a Contractor issue)	Co-Lead
Resolve System technical issues with batch programs, reports, workflows, etc.	Co-Lead (** where not a Contractor issue)	Co-Lead
Answer technical questions for day to day items	Co-Lead (** where Level-1)	Co-Lead
Perform System administration	Lead	
Provide System monitoring and tuning	Lead (** where tuning requested on custom processes)	
Provide System capacity planning	Lead	
Provide storage capacity planning	Lead	
Provide network capacity planning	Co-Lead	Co-Lead
Provide workload management and support (i.e., load balancing)	Lead	
Perform infrastructure maintenance and support	Lead	
Perform System patching and updates/service packs (desktop)		Lead
Install feature packs on all environments as requested by County	Lead	
Install new PeopleTools releases annually as requested by County	Lead	
Provide change bundling analysis to reduce the frequency and length of time required to apply changes	Assist **	Lead
Provide a back-out plan for changes to the various environments	Lead	Review
Provide System maintenance scheduling and coordination	Lead	Review

Report System outages and service interruptions	Lead	
Perform antivirus management (OS on server)	Lead	
Provide infrastructure monitoring and alerting	Lead	
Manage printer services	Assist **	Lead
Monitor and manage printer queues for dedicated ERP printers	Assist **	Lead
Database support:		
Perform database administration	Lead	
Perform database monitoring	Lead	
Perform database tuning	Lead	
Manage database security	Lead	Review
Perform database startup/shutdown procedures	Lead	
Manage and monitor file maintenance requirements	Lead	
Perform scheduled maintenance procedures	Lead	Review
Perform database patching and updates/service packs	Lead	Review
Communicate patch and update impact analysis	Lead	Review and Approve (Approve for Application patches only)
Perform database capacity planning	Lead	
Perform database refresh/clones	Lead	Review
Perform database backup and recovery	Lead	Review and Approve
Work with County to determine purge or system archival needs	Lead **	Review and Approve
Upgrade lab:		
Database upgrade	Lead	Test and Participate
Application upgrade	Lead **	Test and Participate
Operating system upgrade	Lead	Test and Participate
Tools upgrade (annual)	Lead	Test and Participate

Vendor Management:		
Manages planning, operational needs, contract administration, issues/escalation relationship with vendors interfaced to the ERP	Cooperate **	Lead
Manages planning, operational needs, contract administration, issues/escalation relationship with primary vendor	Participate	Lead
Manages planning, operational needs, contract administration, issues/escalation relationship with all sub-contracted vendors	Lead	

Exhibit A-3

Managed Services Statement of Work

This Managed Services Statement of Work (this "SOW") describes the Managed Services to be performed by CedarCrestone in support of the requirements outlined in this SOW.

This SOW is subject to and governed by the terms and conditions of the MSA, which are incorporated herein by this reference. In the event and to the extent of any conflicts or inconsistencies between the provisions of this SOW and those of the MSA, the provisions of the MSA shall prevail and control, except for any given provision of this SOW that specifically references, and indicates that it modifies or prevails over, a particular section of the MSA (in which case the provision of this SOW shall prevail over the specified section of the MSA, but only with respect to this SOW). Capitalized terms used but not defined in this SOW shall have the respective meanings given such terms in the MSA.

1. PURPOSE

This SOW defines the agreed-upon Services to be provided by CedarCrestone to County, and the respective rights, responsibilities, obligations, and expectations of the Parties regarding the performance of Application Managed Services (AMS).

2. DEFINITIONS

- 2.1 **"Development Request or Development"** means an application customization requested to change or enhance the application
- 2.2 **"Enhancement"** means an application customization requested to solve a business problem or fix an application issue.
- 2.3 **"PeopleSoft"** refers broadly to Oracle, Inc., a vendor of enterprise management software and to PeopleSoft software products licensed by County.
- 2.4 **"PeopleSoft FIN"** refers broadly to a suite of software licensed by County from Oracle to assist in management of Financial systems including General Ledger, Accounts Receivable/Payable, Billing, Purchasing, Procurement, and Projects/Grants-related functionality.
- 2.5 **"PeopleSoft HCM"** refers broadly to a suite of software licensed by County from Oracle to assist in management of Human Capital systems including payroll and human resources-related functionality.
- 2.6 **"PeopleSoft ELM"** refers broadly to a suite of software licensed by County from Oracle to assist in management and tracking of learning activities.
- 2.7 **"PeopleSoft Portal"** refers broadly to a suite of software licensed by County from Oracle to assist in providing a central point of access for the PeopleSoft applications.
- 2.8 **"Oracle Hyperion"** refers broadly to a suite of software licensed by County from Oracle to assist in management of budget-related functionality.
- 2.9 **"Oracle OBIA"** refers broadly to a suite of software licensed by County from Oracle to assist in management of Performance Management/Business Intelligence-related functionality.

3. MANAGED SERVICES SCOPE

Application Management Services

Application Management Services ("AMS") will start after the production support period following the cutover to production for services for each Roll Out that would focus on functional and technical support areas of the new ERP applications, excluding Hosting Services support activities which are provided for in the HSS and Hosting SOW. These support resources would follow the lead of County management to perform the requested tasks and activities. CedarCrestone will staff a Managed Services support lead that will help with coordination. The Managed Services support will be provided by CedarCrestone onsite or offsite resources to County. The support services will be provided Monday through Friday from 8am to 6pm EST.

SPECIAL PROCESSING SUPPORT

Within the Managed Services support, there will be processing areas that will occur only on an annual basis, where County may want planned support to assist with non-frequent processes. These resources will be available to support the non-frequent processes as well as to provide extended post go live support. Below are some key processes that are targeted for additional planned support:

- Financials. Support the Annual Year-End processing and CAFR reporting needs
- Procurement. Support the PO Rollover processing
- HCM Payroll. W2 processing
- HCM Benefits. Open Enrollment
- Hyperion. Annual Budget Processing

In the table below, estimates of hour assignments by managed support area are identified for an overall costing perspective; however in assignment of Managed Services issues, the County has the ability to assign these resources as needed to support the implemented solution. County is responsible for managing resources to the budgeted amount of funds identified for the Managed Services effort. Hourly rates for resources are set forth in the MSA Exhibit B-3.

In addition to dedicated resources, the table below includes an estimated number of hours for non-dedicated resources. Non-dedicated resources may be used to supplement the dedicated resources as necessary to support the implemented solution.

Table 1. Managed Services Resource Hours Summary

Managed Support Area	Resource Category	Resource Group	Project Year				Total
			2	3	4	5	
Financials	Dedicated Onsite	PeopleSoft Functional Team Lead	173	2,080	2,080	2,080	6,413
Financials	Dedicated Onsite	PeopleSoft Functional FSCM	520	2,600	0	0	3,120
Financials	Non-dedicated (Traveling)	PeopleSoft Functional FSCM	0	520	0	0	520
Financials	Dedicated Onsite	PeopleSoft Technical	520	3,120	2,080	2,080	7,800
HCM	Dedicated Onsite	PeopleSoft Functional HCM	0	0	2,428	2,080	4,508
HCM	Dedicated Onsite	PeopleSoft Technical	0	0	2,081	2,080	4,161
Hyperion	Non-dedicated (Traveling)	Hyperion	0	520	520	0	1,040
OBIA	Dedicated Onsite	OBIA	173	2,080	693	0	2,946
Application development and support	Non-dedicated (ad-hoc)	PeopleSoft Technical	0	173	693	693	1,559
Total Hours per Project Year			1,386	11,093	10,575	9,013	32,067

General Description of Services to Be Performed

Working in partnership with and taking direction from County's Project Manager and his/her designees, CedarCrestone's AMS team resources will perform the following high-level duties:

- 3.1 Deliver all AMS as described in this SOW specific to providing functional and technical application support for the County's PeopleSoft Financials ("FIN"), PeopleSoft Human Capital Management ("HCM"), Oracle Hyperion, Oracle OBIA, iNovah, and the ancillary applications as defined in Section 4 of this SOW, including the technical design, development, testing and migration of enhancements to non-production environments.
- 3.2 PeopleSoft and Oracle AMS services to be provided include functional and technical support which may include the CedarCrestone resource(s) going into the County PeopleSoft or Oracle system at the request of the County to determine the root cause of an issue and to provide a resolution which can include the following high-level items:
 - 3.2.1 Support all integration/interface touch points with PeopleSoft FIN, PeopleSoft HCM, Oracle Hyperion, Oracle OBIA, and other County in-house or other external systems as necessary
 - 3.2.2 System enhancement support
 - 3.2.3 Provide support for issues such as configuration errors, setup errors, data fixes, batch job failures, application performance and application messaging
 - 3.2.4 Assist users with application functionality
 - 3.2.5 System upgrades
 - 3.2.6 Security configuration support

4. AMS ASSUMPTIONS

- 4.1 Managed Services resources will be assigned work from the County Project Manager or designee. The County Project Manager has the ability to dictate whether the assigned work would be performed onsite or offsite.
- 4.2 AMS represents a time and materials model for dedicated and non-dedicated resources. The County Project Manager and CedarCrestone Service Director will jointly manage the services utilized to not exceed the hours and amounts estimated for these services.
- 4.3 County is responsible for providing a dedicated County Project Manager over the course of the contract and supporting the timely setting of priorities for all CedarCrestone application management support staff.
- 4.4 County agrees to make available to CedarCrestone County staff knowledgeable about the services requested by the County and County's requirements, for the purpose of answering questions and collaborating on service efforts, throughout the Managed Services Term.
- 4.5 County agrees that it will make the necessary on-site PeopleSoft, Oracle, and Ancillary systems resources available for support during the primary hours of operation (PHO) when the CedarCrestone resources are on paid time off (PTO) or otherwise unavailable.
- 4.6 County will maintain responsibility for testing and accepting updates to Application Software before updates are applied to its production PeopleSoft, Oracle, and ancillary systems.
- 4.7 County will maintain responsibility for PeopleSoft and Oracle security administration inclusive of the structural design, role permission decisions and access decisions in accordance with County security policies.
- 4.8 County will provide CedarCrestone personnel with policies, procedures and standards as they relate to County information technology, security and controls.

- 4.9 County will provide CedarCrestone with the operational and configuration guides for the implemented Application Software including, but not limited to, design specifications, operations procedures and system configuration guides.
- 4.10 County will work with CedarCrestone on a set of mutually agreeable performance, utilization and status reports that CedarCrestone staff will be required to develop and provide on a periodic basis as requested by County.
- 4.11 For remote resources, the County may need to provide a secure network connection (VPN or other) and full remote access to any County environments. This access is exclusively for providing Managed Services and will not be used by CedarCrestone for any other purpose. For onsite resources, the County will provide working areas (cubicles) for each on-site CedarCrestone resource. The County shall provide office furniture consistent with County-existing work environments. The County shall provide PC monitors and telephone equipment as well as access to printer(s). The County shall provide all printing and work supplies (paper, pens) for on-site resources. Heating and air conditioning along with lighting and temperature control will be available and working in all work areas being provided. While on-site, CedarCrestone personnel shall comply with all applicable County computer, Internet, building, and other applicable rules and policies, provided that CedarCrestone personnel are provided with written notice of such rules and policies and any changes thereto.
- 4.12 County will provide CedarCrestone project staff with appropriate security access credentials to County's designated work location throughout the Managed Services Term within two (2) weeks of their assignment start date. County will provide CedarCrestone project staff with escorted or other reasonable access as needed within the two weeks prior to provision of the credentials.
- 4.13 Application Support resources will work a standard 40 hours per week and be available during Primary Hours of Operation ("PHO") defined as Monday through Friday between 8am EST and 6pm EST. Changes to the work schedule will be mutually agreed between the County and CedarCrestone. CedarCrestone will respond during the PHO and provide issue resolution based on issue priority as assigned at the point of ticket entry. CedarCrestone will work jointly with the County to define a process for using its onsite and remote AMS resources to enable coverage and support.
- 4.14 Before commencing services on any identified project or task assigned by County, CedarCrestone will provide County with an estimate of the work effort required for the requested services and obtain approval from County Project Manager.
- 4.15 Should weekly workload exceed resource capacity, the County Project Manager will work with the CedarCrestone Application Support Manager to prioritize the work requests.
- 4.16 AMS resources will accrue paid time off (PTO) per CedarCrestone employment policies. The CedarCrestone Director of Application Managed Services will, upon mutual agreement, approve PTO requests for AMS resources. To ensure continuity of coverage, that critical deadlines are met, and that support coverage is in place for the County especially during key business cycles, PTO will not be approved by CedarCrestone for more than one of the key AMS resources to be off at any time, excluding unforeseen circumstances. CedarCrestone will provide 30 days' notice to the County of anticipated PTO in excess of five (5) days for any of the AMS resources.
- 4.17 At the request of County, CedarCrestone must provide a mutually agreeable substitute resource; either on-site or remote as appropriate, of equal or greater competency level for any long term absences (more than ten (10) days) of any AMS resource. This resource will be billed at the agreed upon rates, depending on the resource category and resource group.
- 4.18 County will provide training at its expense on any County-specific applications, tools or technologies requiring CedarCrestone support and/or access in order to enable CedarCrestone to fulfill its AMS support responsibilities. CedarCrestone will provide training at its expense to the AMS team members to ensure they have the appropriate and current technology skills to support the County's PeopleSoft and Oracle operations as defined in this SOW. Training schedules will be coordinated and approved by the County to ensure adequate operations support.

- 4.19 Hosting Services provided by CedarCrestone to County limit the number of licensed developers that can access the County's hosted environment. CedarCrestone AMS developers do not count against County's specified number of developers for licensed access to the hosted environments.
- 4.20 CedarCrestone will follow County's established IT processes, standards and procedures to maintain at least the same level of documentation and control of implemented Application Software. Documentation will be maintained on County's internal content management repository.
- 4.21 CedarCrestone's resources will observe the County's holiday calendar.
- 4.22 County will utilize the County's current service desk help ticket processes to resolve issues worked on under this SOW. Tickets that are not resolved may be escalated by County to the CedarCrestone service delivery manager assigned to County.
- 4.23 CedarCrestone personnel will abide by and respect restrictions and work place rules applicable to County premises, provided that they are provided with prior written notice of any such restrictions and work place rules.
- 4.24 Traveling consultants will follow an on-site and offsite work schedule that follows the CedarCrestone compensatory tax policies that support the prevention of compensatory tax costs. County will in no event be responsible or liable for any compensatory tax costs for any CedarCrestone personnel.
- 4.25 County reserves the right to request a replacement resource if the County Project Manager determines that an individual consultant's performance is unsatisfactory or disruptive to the County's support resources. CedarCrestone will work to accommodate such requests in a timely manner to ensure County support needs are met.

Exhibit B-1

Implementation Payment Schedule

Table 1 below provides a summary of implementation payment details by rollout and stage. Detailed payment schedules, which identify the applicable rollout (R), stage (S) and deliverable (D) for each payment, are shown in tables 2 through 8 in the following pages.

Table 1. Summary Payment Schedule by Rollout

Rollout	Stage	Services	Base Monthly Payments	Total Invoices	Retainage	Net Payments
1	1,2,4	\$ 10,425,975	\$ 2,606,494	\$ 13,032,469	\$ (1,563,896)	\$ 11,468,573
1	3 (Pilot)	\$ 231,898	\$ 57,974	\$ 289,872	\$ (34,785)	\$ 255,087
1	6, 17	\$ 1,020,640	\$ 255,160	\$ 1,275,800	\$ (153,096)	\$ 1,122,704
1	3 (Extended)	\$ 231,898	\$ 57,974	\$ 289,872	\$ (34,785)	\$ 255,087
2	7,8,9,10,11	\$ 8,637,280	\$ 2,159,320	\$ 10,796,600	\$ (1,295,592)	\$ 9,501,008
2	12,13	\$ 1,479,120	\$ 369,780	\$ 1,848,900	\$ (221,868)	\$ 1,627,032
3	14,15,16	\$ 2,796,689	\$ 699,172	\$ 3,495,861	\$ (419,503)	\$ 3,076,358
Totals		\$ 24,823,499	\$ 6,205,875	\$ 31,029,374	\$ (3,723,525)	\$ 27,305,849

Base Monthly Payments are discussed on page 9 of this schedule.

Table 9. on page 10 lists fees for training courses.

Table 10. on page 11 provides a schedule of hourly Contractor rates by resource category.

Performance Bond costs will be paid by County on a reimbursement basis following submission of an invoice by CCI with supporting documentation demonstrating the amount paid.

Table 2. Payment Schedule for Rollout 1 – Financials, Grants, Project Costing, Project Stage(s) 1, 2, 4

Payment Deliverable #	Payment Deliverable	Payment Percentage	Est Due Date	Invoice Amount	Retainage Amount	Payment Amount
Phase I – Plan & Preview						
R1S1S2S4D001	Project Charter	1%	9/15/2014	\$ 104,259.75	\$ 15,638.96	\$ 88,620.79
R1S1S2S4D004	Technical Charter	1%	9/30/2014	\$ 104,259.75	\$ 15,638.96	\$ 88,620.79
R1S1S2S4D008	Kickoff Meeting Presentation	1%	10/31/2014	\$ 104,259.75	\$ 15,638.96	\$ 88,620.79
R1S1S2S4D002	Project Management Plan	1%	9/30/2014	\$ 104,259.75	\$ 15,638.96	\$ 88,620.79
R1S1S2S4D009	Knowledge Transfer Plan	1%	9/30/2014	\$ 104,259.75	\$ 15,638.96	\$ 88,620.79
R1S1S2S4D010	Change Management Plan	1%	10/15/2014	\$ 104,259.75	\$ 15,638.96	\$ 88,620.79
R1S1S2S4D012	Communication Plan	1%	10/31/2014	\$ 104,259.75	\$ 15,638.96	\$ 88,620.79
R1S1S2S4D013	Project Team Training Plan	1%	8/31/2014	\$ 104,259.75	\$ 15,638.96	\$ 88,620.79
R1S1S2S4D020	Requirements Traceability Matrix - Initial List	1%	10/31/2014	\$ 104,259.75	\$ 15,638.96	\$ 88,620.79
R1S1S2S4D021	Preview Findings Document	3%	11/30/2014	\$ 312,779.26	\$ 46,916.89	\$ 265,862.37
R1S1S2S4D022	Master Project Schedule and Assumptions	3%	9/30/2014	\$ 312,779.26	\$ 46,916.89	\$ 265,862.37
Phase II – Analyze & Design						
R1S1S2S4D026	System Design Document	8%	3/31/2015	\$ 834,078.02	\$ 125,111.70	\$ 708,966.31
R1S1S2S4D037	End User Training Plan	3%	4/30/2015	\$ 312,779.26	\$ 46,916.89	\$ 265,862.37
R1S1S2S4D029	Detailed Project Schedule and Assumptions	5%	4/30/2015	\$ 521,298.76	\$ 78,194.81	\$ 443,103.95
R1S1S2S4D030	Conversion Plan	3%	4/30/2015	\$ 312,779.26	\$ 46,916.89	\$ 265,862.37
R1S1S2S4D031	Interface Plan	3%	4/30/2015	\$ 312,779.26	\$ 46,916.89	\$ 265,862.37
Phase III – Configure & Develop						
R1S1S2S4D036.1	Functional Specifications, 40% Complete	4%	5/31/2015	\$ 417,039.01	\$ 62,555.85	\$ 354,483.16
R1S1S2S4D036.2	Functional Specifications, 80% Complete	4%	7/31/2015	\$ 417,039.01	\$ 62,555.85	\$ 354,483.16
R1S1S2S4D036.3	Functional Specifications, 100% Complete	1%	8/31/2015	\$ 104,259.75	\$ 15,638.96	\$ 88,620.79
R1S1S2S4D044	Instructor and Participant Training Guides	3%	1/15/2016	\$ 312,779.26	\$ 46,916.89	\$ 265,862.37
R1S1S2S4D046	Test Plans	4%	10/31/2015	\$ 417,039.01	\$ 62,555.85	\$ 354,483.16
R1S1S2S4D051.1	Customizations Development and Unit Test, 50% Completed	2%	8/31/2015	\$ 208,519.50	\$ 31,277.93	\$ 177,241.58
R1S1S2S4D051.2	Customizations Development and Unit Test, 100% Completed	2%	10/31/2015	\$ 208,519.50	\$ 31,277.93	\$ 177,241.58
R1S1S2S4D052.1	Reports Development and Unit Test, 50% Completed	2%	9/30/2015	\$ 208,519.50	\$ 31,277.93	\$ 177,241.58
R1S1S2S4D052.2	Reports Development and Unit Test, 100% Completed	2%	11/30/2015	\$ 208,519.50	\$ 31,277.93	\$ 177,241.58
R1S1S2S4D054.1	Interfaces Development and Unit Test, 50% Completed	3%	8/31/2015	\$ 312,779.26	\$ 46,916.89	\$ 265,862.37
R1S1S2S4D054.2	Interfaces Development and Unit Test, 100% Completed	3%	10/31/2015	\$ 312,779.26	\$ 46,916.89	\$ 265,862.37
R1S1S2S4D055.1	Workflows Development and Unit Test, 50% Completed	1%	9/30/2015	\$ 104,259.75	\$ 15,638.96	\$ 88,620.79
R1S1S2S4D055.2	Workflows Development and Unit Test, 100% Completed	1%	11/30/2015	\$ 104,259.75	\$ 15,638.96	\$ 88,620.79
R1S1S2S4D056.1	Conversions Development and Unit Test, 50% Completed	2%	8/31/2015	\$ 208,519.50	\$ 31,277.93	\$ 177,241.58
R1S1S2S4D056.2	Conversions Development and Unit Test, 100% Completed	2%	10/31/2015	\$ 208,519.50	\$ 31,277.93	\$ 177,241.58
Phase IV – Test & Train						
R1S1S2S4D058	Completed System/Integration Testing	6%	1/15/2016	\$ 625,558.51	\$ 93,833.78	\$ 531,724.74
R1S1S2S4D059	Completed Acceptance Testing	6%	2/28/2016	\$ 625,558.51	\$ 93,833.78	\$ 531,724.74
R1S1S2S4D061	Updated System Design Document	1%	2/28/2016	\$ 104,259.75	\$ 15,638.96	\$ 88,620.79
R1S1S2S4D062	Pilot Training – Delivery of pilot training course	2%	2/28/2016	\$ 208,519.50	\$ 31,277.93	\$ 177,241.58
Phase V – Deploy & Optimize						
R1S1S2S4D066	Cutover Plan – Outlines tasks to complete prior to go live	2%	3/15/2016	\$ 208,519.50	\$ 31,277.93	\$ 177,241.58
R1S1S2S4D071	Final Production System	2%	4/1/2016	\$ 208,519.50	\$ 31,277.93	\$ 177,241.58
R1S1S2S4D072.1	Post Production Support - Month 1	2%	4/30/2016	\$ 208,519.50	\$ 31,277.93	\$ 177,241.58
R1S1S2S4D072.2	Post Production Support - Month 2	2%	5/31/2016	\$ 208,519.50	\$ 31,277.93	\$ 177,241.58
R1S1S2S4D072.3	Post Production Support - Month 3	2%	6/30/2016	\$ 208,519.50	\$ 31,277.93	\$ 177,241.58
R1S1S2S4D073	Quality Review Post Report	2%	6/30/2016	\$ 208,519.50	\$ 31,277.93	\$ 177,241.58
	Total	100%		\$ 10,425,975.20	\$ 1,563,896.28	\$ 8,862,078.92

Table 3. Payment Schedule for Rollout 1 – iNovah Cashiering Pilot Project Stage(s) 3

Payment Deliverable #	Payment Deliverable	Payment Percentage	Est Due Date	Invoice Amount	Retainage Amount	Payment Amount
Phase I – Plan & Preview						
R1S3DI04	Initial Envrionments Installed	10%	11/15/2014	\$ 23,189.76	\$ 3,478.46	\$ 19,711.30
Phase II – Analyze & Design						
R1S3D022	Detailed Project Schedule and Assumptions	10%	12/15/2014	\$ 23,189.76	\$ 3,478.46	\$ 19,711.30
R1S3DI06	Finalized Requirements Traceability Matrix	10%	12/15/2014	\$ 23,189.76	\$ 3,478.46	\$ 19,711.30
R1S3DI05	System Design Document	10%	12/15/2014	\$ 23,189.76	\$ 3,478.46	\$ 19,711.30
Phase III – Configure & Develop						
R1S3DI10	Functional Specifications, 100% Complete	10%	12/31/2014	\$ 23,189.76	\$ 3,478.46	\$ 19,711.30
R1S3DI13	Instructor and Participant Training Guides	4%	1/31/2015	\$ 9,275.90	\$ 1,391.39	\$ 7,884.52
R1S3DI14	Test Plans	4%	1/15/2015	\$ 9,275.90	\$ 1,391.39	\$ 7,884.52
R1S3DI15	Customizations Development and Unit Test, 100% Completed	9%	1/31/2015	\$ 20,870.78	\$ 3,130.62	\$ 17,740.17
Phase IV – Test & Train						
R1S3DI17	Completed System/Integration Testing	10%	3/31/2015	\$ 23,189.76	\$ 3,478.46	\$ 19,711.30
R1S3DI18	Completed Acceptance Testing	10%	4/30/2015	\$ 23,189.76	\$ 3,478.46	\$ 19,711.30
R1S3DI19	Pilot Training – Delivery of pilot training course.	8%	4/30/2015	\$ 18,551.81	\$ 2,782.77	\$ 15,769.04
Phase V – Deploy & Optimize						
R1S3DI21	Cutover Plan – Outlines tasks to complete prior to go live.	2%	4/30/2015	\$ 4,637.95	\$ 695.69	\$ 3,942.26
R1S3D071	Final Production System	2%	5/31/2015	\$ 4,637.95	\$ 695.69	\$ 3,942.26
R1S3DI27	Post Production Support - Month 1	1%	5/31/2015	\$ 2,318.98	\$ 347.85	\$ 1,971.13
	Total	100%		\$ 231,897.60	\$ 34,784.64	\$ 197,112.96
	Rollout Total			\$ 231,897.60	\$ 34,784.64	\$ 197,112.96

Table 4. Payment Schedule for Rollout 1 – Hyperion CAFR, Oracle Business Intelligence Applications (OBIA) for Financials
Project Stage(s) 6, 17

Payment Deliverable #	Payment Deliverable	Payment Percentage	Est Due Date	Invoice Amount	Retainage Amount	Payment Amount
Phase I – Plan & Preview						
Phase II – Analyze & Design						
Phase III – Configure & Develop						
R1S6S17D036.1	Functional Specifications, 50% Complete	8%	8/31/2015	\$ 81,651.20	\$ 12,247.68	\$ 69,403.52
R1S6S17D036.2	Functional Specifications, 100% Complete	8%	10/31/2015	\$ 81,651.20	\$ 12,247.68	\$ 69,403.52
R1S6S17D051.1	Customizations and ETL Development and Unit Test, 50% Completed	10%	11/30/2015	\$ 102,064.00	\$ 15,309.60	\$ 86,754.40
R1S6S17D051.2	Customizations and ETL Development and Unit Test, 100% Completed	10%	12/31/2015	\$ 102,064.00	\$ 15,309.60	\$ 86,754.40
R1S6S17D052.1	Reports Development and Unit Test, 50% Completed	7%	11/30/2015	\$ 71,444.80	\$ 10,716.72	\$ 60,728.08
R1S6S17D052.2	Reports Development and Unit Test, 100% Completed	7%	12/31/2015	\$ 71,444.80	\$ 10,716.72	\$ 60,728.08
R1S6S17D0053.1	BI Reports Development and Unit Test, 50% Completed	8%	11/30/2015	\$ 81,651.20	\$ 12,247.68	\$ 69,403.52
R1S6S17D0053.2	BI Reports Development and Unit Test, 100% Completed	8%	12/31/2015	\$ 81,651.20	\$ 12,247.68	\$ 69,403.52
Phase IV – Test & Train						
R1S6S17D058	Completed System/Integration Testing	10%	1/31/2016	\$ 102,064.00	\$ 15,309.60	\$ 86,754.40
R1S6S17D059	Completed Acceptance Testing	10%	3/15/2016	\$ 102,064.00	\$ 15,309.60	\$ 86,754.40
Phase V – Deploy & Optimize						
R1S6S17D066	Cutover Plan – Outlines tasks to complete prior to go live.	4%	3/15/2016	\$ 40,825.60	\$ 6,123.84	\$ 34,701.76
R1S6S17D071	Final Production System	5%	4/1/2016	\$ 51,032.00	\$ 7,654.80	\$ 43,377.20
R1S6S17D072.1	Post Production Support - Month 1	5%	4/30/2016	\$ 51,032.00	\$ 7,654.80	\$ 43,377.20
	Total	100%		\$ 1,020,640.00	\$ 153,096.00	\$ 867,544.00
	Rollout Total			\$ 1,020,640.00	\$ 153,096.00	\$ 867,544.00

Table 5. Payment Schedule for Rollout 1 – iNovah Cashiering Extended Project Stage(s) 3

Payment Deliverable #	Payment Deliverable	Payment Percentage	Est Due Date	Invoice Amount	Retainage Amount	Payment Amount
Phase I – Plan & Preview						
R1S3XDI04	Initial Environments Installed	10%	12/15/2015	\$ 23,189.76	\$ 3,478.46	\$ 19,711.30
Phase II – Analyze & Design						
R1S3XD022	Detailed Project Schedule and Assumptions	10%	1/15/2016	\$ 23,189.76	\$ 3,478.46	\$ 19,711.30
R1S3XDI06	Finalized Requirements Traceability Matrix	10%	1/15/2016	\$ 23,189.76	\$ 3,478.46	\$ 19,711.30
R1S3XDI05	System Design Document	10%	2/15/2016	\$ 23,189.76	\$ 3,478.46	\$ 19,711.30
Phase III – Configure & Develop						
R1S3XDI10	Functional Specifications, 100% Complete	10%	2/28/2016	\$ 23,189.76	\$ 3,478.46	\$ 19,711.30
R1S3XDI13	Instructor and Participant Training Guides	4%	3/31/2016	\$ 9,275.90	\$ 1,391.39	\$ 7,884.52
R1S3XDI14	Test Plans	4%	4/30/2016	\$ 9,275.90	\$ 1,391.39	\$ 7,884.52
R1S3XDI15	Customizations Development and Unit Test, 100% Completed	9%	4/30/2016	\$ 20,870.78	\$ 3,130.62	\$ 17,740.17
Phase IV – Test & Train						
R1S3XDI17	Completed System/Integration Testing	10%	5/31/2016	\$ 23,189.76	\$ 3,478.46	\$ 19,711.30
R1S3XDI18	Completed Acceptance Testing	10%	5/31/2106	\$ 23,189.76	\$ 3,478.46	\$ 19,711.30
R1S3XDI19	Pilot Training – Delivery of pilot training course.	8%	5/31/2106	\$ 18,551.81	\$ 2,782.77	\$ 15,769.04
Phase V – Deploy & Optimize						
R1S3XDI21	Cutover Plan – Outlines tasks to complete prior to go live.	2%	5/31/2016	\$ 4,637.95	\$ 695.69	\$ 3,942.26
R1S3XD071	Final Production System	2%	6/30/2016	\$ 4,637.95	\$ 695.69	\$ 3,942.26
R1S3XDI27	Post Production Support - Month 1	1%	6/30/2016	\$ 2,318.98	\$ 347.85	\$ 1,971.13
	Total	100%		\$ 231,897.60	\$ 34,784.64	\$ 197,112.96
	Rollout Total			\$ 231,897.60	\$ 34,784.64	\$ 197,112.96

Table 6. Payment Schedule for Rollout 2 – Asset Management, Cash Management, Inventory, Procurement, Human Capital Management (HCM)
Project Stage(s) 7, 8, 9, 10, 11

Payment Deliverable #	Payment Deliverable	Payment Percentage	Est Due Date	Invoice Amount	Retainage Amount	Payment Amount
Phase I – Plan & Preview						
R2S7S8S9S10S11D008	Kickoff Meeting Presentation	1%	7/31/2016	\$ 86,372.80	\$ 12,955.92	\$ 73,416.88
R2S7S8S9S10S11D009	Knowledge Transfer Plan	1%	8/15/2016	\$ 86,372.80	\$ 12,955.92	\$ 73,416.88
R2S7S8S9S10S11D020	Requirements Traceability Matrix - Initial List	1%	8/31/2016	\$ 86,372.80	\$ 12,955.92	\$ 73,416.88
R2S7S8S9S10S11D021	Preview Findings Document	3%	8/31/2016	\$ 259,118.40	\$ 38,867.76	\$ 220,250.64
R2S7S8S9S10S11D022	Master Project Schedule and Assumptions	3%	8/31/2016	\$ 259,118.40	\$ 38,867.76	\$ 220,250.64
Phase II – Analyze & Design						
R2S7S8S9S10S11D026	System Design Document	8%	11/15/2016	\$ 690,982.40	\$ 103,647.36	\$ 587,335.04
R2S7S8S9S10S11D029	Detailed Project Schedule and Assumptions	3%	12/15/2016	\$ 259,118.40	\$ 38,867.76	\$ 220,250.64
R2S7S8S9S10S11D037	End User Training Plan	5%	12/31/2016	\$ 431,864.00	\$ 64,779.60	\$ 367,084.40
R2S7S8S9S10S11D030	Conversion Plan	3%	12/31/2016	\$ 259,118.40	\$ 38,867.76	\$ 220,250.64
R2S7S8S9S10S11D031	Interface Plan	3%	12/31/2016	\$ 259,118.40	\$ 38,867.76	\$ 220,250.64
Phase III – Configure & Develop						
R2S7S8S9S10S11D036.1	Functional Specifications, 40% Complete	4%	1/31/2017	\$ 345,491.20	\$ 51,823.68	\$ 293,667.52
R2S7S8S9S10S11D036.2	Functional Specifications, 80% Complete	4%	3/15/2017	\$ 345,491.20	\$ 51,823.68	\$ 293,667.52
R2S7S8S9S10S11D036.3	Functional Specifications, 100% Complete	2%	4/30/2017	\$ 172,745.60	\$ 25,911.84	\$ 146,833.76
R2S7S8S9S10S11D044	Instructor and Participant Training Guides	2%	6/30/2017	\$ 172,745.60	\$ 25,911.84	\$ 146,833.76
R2S7S8S9S10S11D046	Test Plans	2%	5/31/2017	\$ 172,745.60	\$ 25,911.84	\$ 146,833.76
R2S7S8S9S10S11D051.1	Customizations Development and Unit Test, 50% Completed	2%	4/15/2017	\$ 172,745.60	\$ 25,911.84	\$ 146,833.76
R2S7S8S9S10S11D051.2	Customizations Development and Unit Test, 100% Completed	2%	5/31/2017	\$ 172,745.60	\$ 25,911.84	\$ 146,833.76
R2S7S8S9S10S11D052.1	Reports Development and Unit Test, 50% Completed	1%	5/15/2017	\$ 86,372.80	\$ 12,955.92	\$ 73,416.88
R2S7S8S9S10S11D052.2	Reports Development and Unit Test, 100% Completed	1%	6/30/2017	\$ 86,372.80	\$ 12,955.92	\$ 73,416.88
R2S7S8S9S10S11D054.1	Interfaces Development and Unit Test, 50% Completed	4%	4/15/2017	\$ 345,491.20	\$ 51,823.68	\$ 293,667.52
R2S7S8S9S10S11D054.2	Interfaces Development and Unit Test, 100% Completed	4%	5/31/2017	\$ 345,491.20	\$ 51,823.68	\$ 293,667.52
R2S7S8S9S10S11D055.1	Workflows Development and Unit Test, 50% Completed	1%	5/15/2017	\$ 86,372.80	\$ 12,955.92	\$ 73,416.88
R2S7S8S9S10S11D055.2	Workflows Development and Unit Test, 100% Completed	1%	6/30/2017	\$ 86,372.80	\$ 12,955.92	\$ 73,416.88
R2S7S8S9S10S11D056.1	Conversions Development and Unit Test, 50% Completed	2%	4/15/2017	\$ 172,745.60	\$ 25,911.84	\$ 146,833.76
R2S7S8S9S10S11D056.2	Conversions Development and Unit Test, 100% Completed	2%	5/31/2017	\$ 172,745.60	\$ 25,911.84	\$ 146,833.76
Phase IV – Test & Train						
R2S7S8S9S10S11D058	Completed System/Integration Testing	6%	7/15/2017	\$ 518,236.80	\$ 77,735.52	\$ 440,501.28
R2S7S8S9S10S11D059	Completed Acceptance Testing	6%	8/15/2017	\$ 518,236.80	\$ 77,735.52	\$ 440,501.28
R2S7S8S9S10S11D060	Complete Parallel Test	5%	9/10/2017	\$ 431,864.00	\$ 64,779.60	\$ 367,084.40
R2S7S8S9S10S11D061	Updated System Design Document	1%	8/15/2017	\$ 86,372.80	\$ 12,955.92	\$ 73,416.88
R2S7S8S9S10S11D062	Pilot Training – Delivery of pilot training course	4%	8/15/2017	\$ 345,491.20	\$ 51,823.68	\$ 293,667.52
Phase V – Deploy & Optimize						
R2S7S8S9S10S11D066	Cutover Plan – Outlines tasks to complete prior to go live	2%	9/15/2017	\$ 172,745.60	\$ 25,911.84	\$ 146,833.76
R2S7S8S9S10S11D071	Final Production System	2%	10/1/2017	\$ 172,745.60	\$ 25,911.84	\$ 146,833.76
R2S7S8S9S10S11D072.1	Post Production Support - Month 1	3%	10/31/2017	\$ 259,118.40	\$ 38,867.76	\$ 220,250.64
R2S7S8S9S10S11D072.2	Post Production Support - Month 2	2%	11/30/2017	\$ 172,745.60	\$ 25,911.84	\$ 146,833.76
R2S7S8S9S10S11D072.3	Post Production Support - Month 3	2%	12/31/2017	\$ 172,745.60	\$ 25,911.84	\$ 146,833.76
R2S7S8S9S10S11D073	Quality Review Post Report	2%	12/31/2017	\$ 172,745.60	\$ 25,911.84	\$ 146,833.76
	Total	100%		\$ 8,637,280.00	\$ 1,295,592.00	\$ 7,341,688.00

Table 7. Payment Schedule for Rollout 2 – Hyperion Public Sector Planning & Budgeting OBIA for HCM

Project Stage(s) 12, 13

Exhibit 2

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Payment Deliverable #	Payment Deliverable	Payment Percentage	Est Due Date	Invoice Amount	Retainage Amount	Payment Amount
Phase I – Plan & Preview						
R2S12S13D020	Requirements Traceability Matrix - Initial List	5%	2/28/2017	\$ 73,956.00	\$ 11,093.40	\$ 62,862.60
R2S12S13D021	Preview Findings Document	5%	2/28/2017	\$ 73,956.00	\$ 11,093.40	\$ 62,862.60
Phase II – Analyze & Design						
R2S12S13D026	System Design Document	21%	4/15/2017	\$ 310,615.20	\$ 46,592.28	\$ 264,022.92
Phase III – Configure & Develop						
R2S12S13D036.1	Functional Specifications, 50% Complete	5%	5/15/2017	\$ 73,956.00	\$ 11,093.40	\$ 62,862.60
R2S12S13D036.2	Functional Specifications, 100% Complete	5%	6/30/2017	\$ 73,956.00	\$ 11,093.40	\$ 62,862.60
R2S12S13D051.1	Customizations and ETL Development and Unit Test, 100% Completed	5%	5/31/2017	\$ 73,956.00	\$ 11,093.40	\$ 62,862.60
R2S12S13D052.1	Reports Development and Unit Test, 50% Completed	4%	5/31/2017	\$ 59,164.80	\$ 8,874.72	\$ 50,290.08
R2S12S13D052.2	Reports Development and Unit Test, 100% Completed	5%	6/30/2017	\$ 73,956.00	\$ 11,093.40	\$ 62,862.60
R2S12S13D053.1	BI Reports Development and Unit Test, 50% Completed	4%	5/31/2017	\$ 59,164.80	\$ 8,874.72	\$ 50,290.08
R2S12S13D053.2	BI Reports Development and Unit Test, 100% Completed	5%	6/30/2017	\$ 73,956.00	\$ 11,093.40	\$ 62,862.60
Phase IV – Test & Train						
R2S12S13D058	Completed System/Integration Testing	7%	8/15/2017	\$ 103,538.40	\$ 15,530.76	\$ 88,007.64
R2S12S13D059	Completed Acceptance Testing	7%	9/15/2017	\$ 103,538.40	\$ 15,530.76	\$ 88,007.64
Phase V – Deploy & Optimize						
R2S12S13D066	Cutover Plan – Outlines tasks to complete prior to go live.	8%	9/15/2017	\$ 118,329.60	\$ 17,749.44	\$ 100,580.16
R2S12S13D071	Final Production System	7%	10/1/2017	\$ 103,538.40	\$ 15,530.76	\$ 88,007.64
R2S12S13D072.1	Post Production Support - Month 1	7%	10/31/2017	\$ 103,538.40	\$ 15,530.76	\$ 88,007.64
	Total	100%		\$ 1,479,120.00	\$ 221,868.00	\$ 1,257,252.00
	Rollout Total			\$ 1,479,120.00	\$ 221,868.00	\$ 1,257,252.00

Table 8. Payment Schedule for Rollout 3 – Performance Measurement, Enterprise Learning Management, HCM eApplications Project Stage(s) 14, 15, 16

Payment Deliverable #	Payment Deliverable	Payment Percentage	Est Due Date	Invoice Amount	Retainage Amount	Payment Amount
Phase I – Plan & Preview						
R3S14S15S16D008	Kickoff Meeting Presentation	2%	1/31/2018	\$ 55,933.78	\$ 8,390.07	\$ 47,543.71
R3S14S15S16D009	Knowledge Transfer Plan	2%	1/31/2018	\$ 55,933.78	\$ 8,390.07	\$ 47,543.71
R3S14S15S16D020	Requirements Traceability Matrix - Initial List	2%	2/15/2018	\$ 55,933.78	\$ 8,390.07	\$ 47,543.71
R3S14S15S16D021	Preview Findings Document	4%	2/15/2018	\$ 111,867.55	\$ 16,780.13	\$ 95,087.42
R3S14S15S16D022	Master Project Schedule and Assumptions	3%	2/15/2018	\$ 83,900.66	\$ 12,585.10	\$ 71,315.56
Phase II – Analyze & Design						
R3S14S15S16D026	System Design Document	10%	3/31/2018	\$ 279,668.88	\$ 41,950.33	\$ 237,718.55
R3S14S15S16D029	Detailed Project Schedule and Assumptions	5%	3/31/2018	\$ 139,834.44	\$ 20,975.17	\$ 118,859.27
R3S14S15S16D037	End User Training Plan	5%	4/30/2015	\$ 139,834.44	\$ 20,975.17	\$ 118,859.27
R3S14S15S16D030	Conversion Plan	5%	4/15/2018	\$ 139,834.44	\$ 20,975.17	\$ 118,859.27
R3S14S15S16D031	Interface Plan	5%	4/15/2018	\$ 139,834.44	\$ 20,975.17	\$ 118,859.27
Phase III – Configure & Develop						
R3S14S15S16D036.1	Functional Specifications, 40% Complete	4%	4/30/2018	\$ 111,867.55	\$ 16,780.13	\$ 95,087.42
R3S14S15S16D036.2	Functional Specifications, 100% Complete	4%	6/15/2018	\$ 111,867.55	\$ 16,780.13	\$ 95,087.42
R3S14S15S16D044	Instructor and Participant Training Guides	2%	7/31/2018	\$ 55,933.78	\$ 8,390.07	\$ 47,543.71
R3S14S15S16D046	Test Plans	3%	6/30/2018	\$ 83,900.66	\$ 12,585.10	\$ 71,315.56
R3S14S15S16D051.1	Customizations Development and Unit Test, 50% Completed	2%	5/15/2018	\$ 55,933.78	\$ 8,390.07	\$ 47,543.71
R3S14S15S16D051.2	Customizations Development and Unit Test, 100% Completed	2%	6/30/2018	\$ 55,933.78	\$ 8,390.07	\$ 47,543.71
R3S14S15S16D052.1	Reports Development and Unit Test, 50% Completed	1%	5/15/2018	\$ 27,966.89	\$ 4,195.03	\$ 23,771.85
R3S14S15S16D052.2	Reports Development and Unit Test, 100% Completed	1%	6/30/2018	\$ 27,966.89	\$ 4,195.03	\$ 23,771.85
R3S14S15S16D053.1	BI Reports Development and Unit Test, 50% Completed	2%	5/15/2018	\$ 55,933.78	\$ 8,390.07	\$ 47,543.71
R3S14S15S16D053.2	BI Reports Development and Unit Test, 100% Completed	2%	6/30/2018	\$ 55,933.78	\$ 8,390.07	\$ 47,543.71
R3S14S15S16D054.1	Interfaces Development and Unit Test, 50% Completed	2%	5/15/2018	\$ 55,933.78	\$ 8,390.07	\$ 47,543.71
R3S14S15S16D054.2	Interfaces Development and Unit Test, 100% Completed	2%	6/30/2018	\$ 55,933.78	\$ 8,390.07	\$ 47,543.71
R3S14S15S16D055.1	Workflows Development and Unit Test, 50% Completed	2%	5/15/2018	\$ 55,933.78	\$ 8,390.07	\$ 47,543.71
R3S14S15S16D055.2	Workflows Development and Unit Test, 100% Completed	2%	6/30/2018	\$ 55,933.78	\$ 8,390.07	\$ 47,543.71
R3S14S15S16D056.1	Conversions Development and Unit Test, 50% Completed	2%	5/15/2018	\$ 55,933.78	\$ 8,390.07	\$ 47,543.71
R3S14S15S16D056.2	Conversions Development and Unit Test, 100% Completed	2%	6/30/2018	\$ 55,933.78	\$ 8,390.07	\$ 47,543.71
Phase IV – Test & Train						
R3S14S15S16D058	Completed System/Integration Testing	5%	8/15/2018	\$ 139,834.44	\$ 20,975.17	\$ 118,859.27
R3S14S15S16D059	Completed Acceptance Testing	5%	9/10/2018	\$ 139,834.44	\$ 20,975.17	\$ 118,859.27
R3S14S15S16D061	Updated System Design Document	1%	8/31/2018	\$ 27,966.89	\$ 4,195.03	\$ 23,771.85
R3S14S15S16D062	Pilot Training – Delivery of pilot training course.	2%	8/31/2018	\$ 55,933.78	\$ 8,390.07	\$ 47,543.71
Phase V – Deploy & Optimize						
R3S14S15S16D066	Cutover Plan – Outlines tasks to complete prior to go live.	3%	9/15/2018	\$ 83,900.66	\$ 12,585.10	\$ 71,315.56
R3S14S15S16D071	Final Production System	2%	10/1/2018	\$ 55,933.78	\$ 8,390.07	\$ 47,543.71
R3S14S15S16D072.1	Post Production Support - Month 1	2%	10/31/2018	\$ 55,933.78	\$ 8,390.07	\$ 47,543.71
R3S14S15S16D073	Quality Review Post Review	2%	10/31/2018	\$ 55,933.78	\$ 8,390.07	\$ 47,543.71
	Total	100%		\$ 2,796,688.80	\$ 419,503.32	\$ 2,377,185.48

Base Monthly Payments

A Base Monthly Payment is associated with CedarCrestone resources that have project management as their primary responsibility on the project to include the following positions: Project Director, Project Manager, Financials Lead, Purchasing Lead, HCM Lead, Technical Lead and other positions that have an element of project management responsibility. The Base Monthly Payment in the amount of \$121,683.82 shall accrue commencing with the County's issuance of the Notice to Proceed with the Implementation Services and shall conclude upon Final Acceptance of the System, unless otherwise agreed by the Parties in writing. The Base Monthly Payment shall be invoiced monthly in arrears and paid in accordance with Article 5 of the MSA. The Base Monthly Payment is anticipated to continue for a total of fifty-one (51) months. The total amount paid for Base Monthly Payments for the duration of the Implementation Services shall not exceed a total of \$6,205,874.80, unless the Parties otherwise agree in writing, subject to the limitations of Article 5 of the Agreement.

Table 9. Payment Schedule for Pre-project Training

Contractor will invoice County upon completion of training courses.

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Pre-Project Training						
Asset Management (2 students)	\$0	\$0	\$4,906	\$0	\$0	\$4,906
Billing / Receivables (3 students)	\$16,556	\$0	\$0	\$0	\$0	\$16,556
Commitment Control (3 students)	\$5,519	\$0	\$0	\$0	\$0	\$5,519
Contracts (6 students)	\$14,717	\$0	\$0	\$0	\$0	\$14,717
General Ledger (3 students)	\$7,358	\$0	\$0	\$0	\$0	\$7,358
PS / nVision for GL (4 students)	\$12,264	\$0	\$0	\$0	\$0	\$12,264
Grants (4 students)	\$12,264	\$0	\$0	\$0	\$0	\$12,264
Payables (2 students)	\$4,906	\$0	\$0	\$0	\$0	\$4,906
Project Costing (3 students)	\$9,198	\$0	\$0	\$0	\$0	\$9,198
Treasury (2 students)	\$0	\$0	\$4,906	\$0	\$0	\$4,906
Query Reporting (up to 16 students, onsite class)	\$17,261	\$0	\$0	\$0	\$0	\$17,261
eProcurement (4 students)	\$9,811	\$0	\$0	\$0	\$0	\$9,811
Inventory (2 students)	\$0	\$0	\$4,906	\$0	\$0	\$4,906
Purchasing (4 students)	\$9,811	\$0	\$0	\$0	\$0	\$9,811
HR/Benefits Accelerated (4 students)	\$0	\$0	\$14,717	\$0	\$0	\$14,717
Absence Management (3 students)	\$0	\$0	\$9,198	\$0	\$0	\$9,198
Benefits Administration (2 students)	\$0	\$0	\$6,132	\$0	\$0	\$6,132
PeopleSoft Enterprise Learning (2 students)	\$0	\$0	\$0	\$4,906	\$0	\$4,906
HMS Self Service (4 students)	\$0	\$0	\$0	\$7,358	\$0	\$7,358
Career and Succession Planning (2 students)	\$0	\$0	\$1,226	\$0	\$0	\$1,226
ePerformance (2 students)	\$0	\$0	\$0	\$4,906	\$0	\$4,906
Payroll (3 students)	\$0	\$0	\$9,198	\$0	\$0	\$9,198
Time and Labor (3 students)	\$0	\$0	\$6,541	\$0	\$0	\$6,541
Query Reporting (up to 16 students, onsite class)	\$0	\$0	\$17,261	\$0	\$0	\$17,261
Hyperion Planning (2 students)	\$0	\$0	\$6,132	\$0	\$0	\$6,132
Hyperion Public Sector (2 students)	\$0	\$0	\$4,906	\$0	\$0	\$4,906
PeopleTools I / II Accelerated (up to 16 students, onsite class)	\$52,899	\$0	\$0	\$0	\$0	\$52,899
App Engine / PeopleCode (up to 16 students, onsite)	\$47,916	\$0	\$0	\$0	\$0	\$47,916
Integration Tools	\$12,264	\$0	\$0	\$0	\$0	\$12,264
Query / XMLP (up to 16 students, onsite)	\$22,624	\$0	\$0	\$0	\$0	\$22,624
BI - Create Analysis and Dashboards (4 students)	\$11,680	\$0	\$0	\$0	\$0	\$11,680
BI - build repositories (4 students)	\$14,600	\$0	\$0	\$0	\$0	\$14,600
BI - Fundamentals (3 students)	\$5,519	\$0	\$0	\$0	\$0	\$5,519
Security (4 students)	\$9,811	\$0	\$0	\$0	\$0	\$9,811
Workflow (4 students)	\$12,264	\$0	\$0	\$0	\$0	\$12,264
Portal / Interaction Hub (2 students)	\$6,132	\$0	\$0	\$0	\$0	\$6,132
Hyperion Planning - (Install, new environments, 2 students)	\$3,679	\$0	\$0	\$0	\$0	\$3,679
TBD Training (turnover, new classes)	\$0	\$37,500	\$37,500	\$0	\$0	\$75,000
Total		\$37,500	\$127,527	\$17,170	\$0	\$501,250

Table 10. Time and Material Consulting Labor Rates (not to exceed)

These hourly U.S. Dollar rates apply only to work authorizations and only to CedarCrestone staff. Hourly rates for services of non-CedarCrestone staff will be established by mutual agreement between the parties as necessary. These rates are valid for 51 months from August 1, 2014 through October 31, 2018 and are inclusive of travel and living expenses.

Resource Category	Rate / Hr.
Project Director	\$205
Project Manager	\$205
Functional Lead – PeopleSoft	\$190
Functional Consultant – PeopleSoft Financials	\$180
Functional Consultant – PeopleSoft HCM	\$180
Functional Consultant – PeopleSoft Projects / Grants	\$190
Technical Lead	\$190
Technical Consultant – PeopleSoft	\$175
Technical Consultant – PeopleSoft offsite, US based	\$135
Hyperion Functional	\$200
Hyperion Technical	\$200
Portal / Security	\$175
OBIA Consultant	\$200
Change Management Lead	\$190
Training Lead	\$170
Trainer	\$135
Associate Consultant (traveling)	\$110
Associate Consultant (non-traveling)	\$75
Offshore Development	\$45

Exhibit B-2 Hosting Services Payment Schedule

1. ONE TIME ACTIVATION HOSTING FEE

The following fees apply for the initial setup of the Application Software suites specified in Exhibit C, covering all application software, infrastructure and supporting software configurations for the hosted Environments. Each of the Activation Hosting Fees will be invoiced upon County's issuance of a Notice to Proceed with the Delivery of the initial set of applicable Application Software environments to begin implementation activities. For reference only, the following table includes the estimated start date for each application implementation below:

Application Software	One Time Activation Fee	Estimated Start Date
PeopleSoft FSM and PeopleSoft Portal and Oracle SES	\$111,300	August 1, 2014
OBIEE & OBIA	\$12,000	August 1, 2015
UPK	\$3,300	August 1, 2014
PeopleSoft HCM	\$60,000	July 1, 2016
PeopleSoft ELM	\$50,000	January 1, 2018
Hyperion	\$17,000	August 1, 2015
iNovah	\$29,000	October 1, 2014

2. IMPLEMENTATION HOSTING FEE SCHEDULE

The following monthly fees apply for each month in which the Application Software is hosted by Contractor for the purpose of implementation, development and testing activities, but prior to any Application Software environment being moved to production (live) status. The fees identified in Sections 3.2 through 3.15 below will also be assessed during the Implementation phase as applicable. The Estimated Start Dates are for reference only. The Implementation Hosting Fees set forth below will each be invoiced in accordance with Section 5.2.1(c) of the MSA, commencing with the County's Notice to Proceed for the first environment within the Application Software pillar.

Application Software	Monthly Fee	Estimated Start Date
PeopleSoft FSM and PeopleSoft Portal and Oracle SES	\$43,300	August 1, 2014
OBIEE & OBIA	\$10,000	August 1, 2015
UPK	\$1,900	August 1, 2014
PeopleSoft HCM	\$26,000	July 1, 2016
PeopleSoft ELM	\$15,500	January 1, 2018
Hyperion	\$18,000	August 1, 2015
iNovah	\$8,500	October 1, 2014

3. PRODUCTION “HOSTING FEE”

The production fee equals the sum of the monthly fees contained in this Section (3.1 to 3.15) for the applications and modules listed in Exhibit H. Fractional months will be prorated. Any production fees charged hereunder shall be invoiced and due in accordance with Section 5.2.1(c) of the MSA.

3.1 MONTHLY BASE HOSTING FEE

“Concurrent Users” for user-based pricing shall be calculated based upon the maximum number of Concurrent Users, which is calculated as follows: Based on the three (3) month average of the maximum number of Concurrent Users for the Application Software specified, taking the maximum Concurrent User count for each of the three (3) months of a calendar quarter, adding them, and dividing by three.

The Monthly Base Hosting Fees in each section of 3.1 replace the Implementation Monthly Fees in Section 2 as detailed below when the Application Software moves to a production status.

For the monthly hosting fees stated in subsections 3.1(A) through 3.1(C) below:

- The Monthly Fee – with 7 Non-PRD Environments will apply starting after the first module go-live within the applicable Application Software pillar.
- The Monthly Fee – with 5 Non-PRD Environments will apply starting after the final module go-live within each Application Software pillar and at the request of the County.

For the monthly hosting fees stated in subsections 3.1(D) and 3.1(E) below:

- The Monthly Fee for will be billed starting after the first module go-live within the applicable Application Software pillar and at the request of the County. This pricing is based on the Named Users for the applicable application modules specified.

(A) USER-BASED PRICING FOR HOSTING PEOPLESOFT FSM AND PORTAL AND ORACLE SES PRODUCTION APPLICATION DATABASES

CONCURRENT USER COUNT - LOWER LIMIT	CONCURRENT USER COUNT UPPER – LIMIT	MONTHLY FEE - WITH 5 NON-PRD ENVIRONMENTS	MONTHLY FEE – WITH 7 NON-PRD ENVIRONMENTS
0	675	\$ 30,700	\$ 35,500
676	975	\$ 32,200	\$ 37,000
976	1,275	\$ 33,700	\$ 38,500

(B) USER-BASED PRICING FOR HOSTING PEOPLESOFT HCM PRODUCTION APPLICATION DATABASE

CONCURRENT USER COUNT - LOWER LIMIT	CONCURRENT USER COUNT UPPER – LIMIT	MONTHLY FEE - WITH 5 NON-PRD ENVIRONMENTS	MONTHLY FEE – WITH 7 NON-PRD ENVIRONMENTS
0	735	\$ 16,800	\$ 19,200
736	1,035	\$ 18,300	\$ 20,700
1,036	1,335	\$ 19,800	\$ 22,200

(C) USER-BASED PRICING FOR HOSTING PEOPLESOFT ELM PRODUCTION APPLICATION DATABASES

CONCURRENT USER COUNT - LOWER LIMIT	CONCURRENT USER COUNT UPPER – LIMIT	MONTHLY FEE - WITH 5 NON-PRD ENVIRONMENTS	MONTHLY FEE – WITH 7 NON-PRD ENVIRONMENTS
0	75	\$ 11,800	\$ 14,000
75	150	\$ 13,300	\$ 15,500
151	225	\$ 14,800	\$ 17,000

(D) USER-BASED PRICING FOR HOSTING OBIEE & OBIA PRODUCTION APPLICATION DATABASES

CONCURRENT USER COUNT - LOWER LIMIT	CONCURRENT USER COUNT UPPER - LIMIT	MONTHLY FEE
0	25	\$ 12,900
26	50	\$ 13,900
51	75	\$ 14,900

(E) USER-BASED PRICING FOR HOSTING HYPERION PRODUCTION APPLICATION DATABASES

NAMED USER COUNT - LOWER LIMIT	NAMED USER COUNT UPPER – LIMIT	MONTHLY FEE
0	15	\$ 16,000
16	30	\$ 17,000
31	45	\$ 18,000

(F) BASED HOST PRICING FOR HOSTING iNOVAH PRODUCTION APPLICATION DATABASES

The Monthly Fee will be billed starting after the first module go-live within each Application Software pillar. This pricing is based on the architecture provided for iNovah, at the direction of the County.

APPLICATION	MONTHLY FEE
iNovah	\$ 8,500

3.2 DISK STORAGE CHARGES

The Base Monthly Fee includes the disk space required to host and maintain the database Environments with size(s) as specified in Exhibit B-2. Contractor will evaluate each database quarterly to determine if additional storage fees are applicable per Section 3.2.A and 3.2.B below.

(A) DATABASE STORAGE GROWTH

Database disk usage used is calculated by pulling the applicable database size directly from the database system tables. Any growth above the initial Production Go-Live Date baseline, when reviewed quarterly, will result in additional monthly storage fees as specified in this section.

For both production and non-production database instances, these fees include the space needed to store and backup the database, as well as the required binaries, archive logs, and the backup copies. Additionally, for Production Application Database instances, space is included for Disaster Recovery.

DESCRIPTION	MONTHLY STORAGE FEE
Production	\$6.00 per GB per month
Non-Production	\$2.50 per GB per month

(B) NON-DATABASE STORAGE

Non-database storage includes files utilized for PSReports, Interfaces, Resumes, Linked Indexes, Help Documents, Training Content, Scanned Contracts, Invoice Images, Text Documents, Spreadsheets and any other storage requirement that is external to the application's Oracle database stores. An initial storage allocation of 100GB is included in the Base Monthly Fee.

When reviewed quarterly, for each GB of data exceeding the initial allowance, additional charges apply, per the table below. Contractor's policy and maximum limits for retaining and purging such data are specified in the Hosting Services Client Guide.

DESCRIPTION	MONTHLY STORAGE FEE
Non-Database Storage	\$1.00 per GB per month

3.3 ADDITIONAL BACKUP AND RESTORE FEES

(A) SPECIAL BACKUPS

At County request, Contractor will perform an additional backup of one (1) Environment or Application Database for a fixed price fee of \$250. This is beyond those backups specified in Exhibit A, Section 3.

(B) SPECIAL RESTORES

At County request, Contractor will perform an additional restore of (1) Environment or Application Database for Level-1 fees. An additional \$350 per request fee will be added in when files need to be retrieved from offsite storage.

3.4 LEVEL-1 SUPPORT FEES

The Level-1 Support fee ("Level 1 fees") is labor charged at \$125 per hour, plus any additional material costs incurred by Contractor, which when used above the allowance provided at no charge each calendar month, and is billed fractionally by the minute. County's Level-1 allowance is 1 hour per month at no charge; any additional usage by County of Level-1 Support will include the hourly charges stated herein.

3.5 FEES FOR 2-TIER DEVELOPMENT AND SFTP ACCESS

(A) FEES FOR 2-TIER DEVELOPMENT

Contractor will charge County \$60 per month for each 2-tier network account above the baseline in the Hosting SOW. This 2-tier user account is used to access the County's hosted terminal server and for development of application code and/or report development, as well as general FTP access to the County's files stored on the Contractor's network.

(B) FEES FOR SFTP ACCESS (ONLY)

Contractor will charge County \$25 per month for each SFTP-only network account above the baseline in the Hosting SOW which includes (a) one account included per Application Database and (b) the one additional SFTP account per County which is provided to access trace files. This SFTP account is authorized access to Contractor's FTP server(s), but will not have terminal server access or 2-tier access.

3.6 FEES FOR CODE MIGRATIONS

Contractor will grant County access to perform code migrations to all non-production Environments with the 2-tier User accounts referenced in 3.5 above. Contractor will perform code migrations to production Environments. Requests to accommodate code migrations outside of scheduled windows ("Emergency Migration") will incur additional fees of \$200 per Emergency Migration.

3.7 OPTIONS FOR ADDITIONAL MODULES (IF APPLICABLE)

Should County require that additional modules be added to the Application Software, Contractor will provide pricing to the County at that time and the parties shall agree on such pricing prior to adding any such additional modules.

3.8 ADDITIONAL DATABASE FEES (OPTIONAL)

(A) ADDITIONAL DATABASE INSTANCES – PEOPLESOFT APPLICATIONS AND OBIEE & OBIA

Contractor will charge County \$2,000 per month for each additional non-production database instance over the standard Environment instances specified in Section 10.2 of the Service Level Agreement.

The fees above are inclusive of the setup and maintenance to host the non-production Environment with the sizing assumptions specified in Exhibit D. However, if a non-production environment is kept for less than three (3) months, then a setup fee equivalent to the monthly fee will be incurred. Contractor will evaluate the disk space utilized on a quarterly basis to determine if additional storage charges are applicable per Section 3.2.A and 3.2.B.

(B) ADDITIONAL DATABASE INSTANCES – HYPERION APPLICATION

Contractor will charge County \$3,500 per month for each additional Hyperion non-production database instance over the standard Environment instances specified in section 10.2.2 of the Service Level Agreement.

The fees above are inclusive of the setup and maintenance to host the Hyperion non-production Environment with the sizing assumptions specified in the Hosting SOW. However, if a non-production environment is kept for less than three (3) months, then a setup fee equivalent to the monthly fee will be incurred. Contractor will evaluate the disk space utilized on a quarterly basis to determine if additional storage charges are applicable per section 3.2.A and 3.2.B.

(C) ADDITIONAL DATABASE REFRESHES

Refreshes above the monthly allocation will be charged \$750 per refresh. The monthly allocation of refreshes is equal to the total number of non-production database instances not refreshed nightly. One database refresh each month is included at no cost to County for each of the non-demo instances.

For database instances that require a weekly recurring refresh, an additional \$1,000 per month will be added to the database instance charge in lieu of the per database refresh cost. For database instances that require a nightly recurring refresh, an additional \$2,000 per month will be added to the database instance charge in lieu of the per database refresh cost.

3.9 WIDE AREA NETWORK ACCESS PROVISIONS (OPTIONAL SERVICES)

(A) FEES FOR DEDICATED CIRCUIT(S)

At County request, Contractor will provide for the setup and/or management of dedicated point-to-point communications circuits that may be used to access the Hosting Services over and above the included public Internet connectivity (if elected by County). This includes T1, DS3 or other vendor communication products the County will utilize. The Parties will agree in writing upon any charges, if these services are elected by County.

The Private Leased Line fee will be provided by Contractor upon request by County once requirements are confirmed. The setup and monthly fee for the circuit will be provided as a pass through cost from the communication provider. If the data communication provider changes their fee, Contractor will pass through any related change in fees to the County.

(B) FEES FOR ONE (1) DEDICATED (POINT TO POINT) VPN TUNNEL

One (1) VPN tunnel including shared VPN equipment at Contractor Facilities is included at no additional cost. County is responsible for additional County-side equipment that is compatible with Contractor standards.

(C) FEES FOR PUBLIC INTERNET BANDWIDTH

Access to the Hosting Services via the public Internet or Site to Site VPN over the public Internet is included at no additional cost for bandwidth usage up to 1.5 Mbps peak burst rate per month calculated at the 95th percentile. Each sample is determined by collecting data every 5 minutes and then averaging this data over a month. The following additional fees apply should County need to burst above this included baseline usage:

Additional Internet Bandwidth Fee: \$400 per 1.0 Mbps per month

(D) FEES FOR DISASTER RECOVERY (DR) CONNECTIVITY

Public Internet DR failover connectivity is included at no additional cost to County. County can choose to use VPN or leased lines as additional optional services for additional fees.

(E) FEES FOR ADDITIONAL DEDICATED (POINT TO POINT) VPN TUNNEL

The following pricing applies to each additional VPN tunnel to the extent requested by County. Pricing includes shared VPN equipment required at Contractor Facilities. County is responsible for additional County-side equipment that is compatible with Contractor standards.

- One-time Setup Fee: \$300 (includes install/setup/configuration of all devices and working connectivity)
- Monthly Hosting Fee: \$300/month (begins as soon as the new device is installed and connectivity established)

3.10 ORACLE DATABASE CONNECTION USAGE (IF APPLICABLE)

An additional monthly hosting fee of \$250/month applies for each set of 8 links above what is included in the Hosting SOW.

3.11 DISASTER RECOVERY TESTING (OPTIONAL SERVICES)

If a County requests a Disaster Recovery (DR) test, then the fixed price fee of \$5,000 will apply for each DR test occurrence. Each additional application pillar above the first will be an additional fixed price fee of \$1,200 if tested concurrently.

3.12 ADDITIONAL PROCESS SCHEDULER (OPTIONAL SERVICES)

If requested by County, Contractor will setup and maintain resources for additional NT or Linux Process Scheduler instance(s) for County's hosted applications specified in Exhibit H.

One-time Setup Fee: Level-1 fees apply for setup

Monthly Hosting Fee: \$500 per month per additional NT or Linux Process Scheduler

3.13 ADDITIONAL ORACLE SECURE ENTERPRISE SEARCH (SES) HOSTING (OPTIONAL SERVICES)

Contractor will setup and maintain resources for hosting of additional instance(s) of SES for County's hosted PeopleSoft Environment(s) as follows.

One-time Setup Fee: \$2,300 for the initial setup of additional SES instance

Monthly Hosting Fee: \$2,300 per month per SES additional instance requested

The pricing above is provided under the following assumptions:

- County is responsible for licensing of SES application and adherence to any limited use conditions that might be applicable to the Implementation and usage of the product.
- SES instance includes one (1) install to be shared by up to 3 non-production databases. Each additional non-production database required to be tied to SES will be charged an additional \$250 per month.
- No Disaster Recovery, Load Balancing or High Availability is available for this application (the indexes would be rebuilt)
- No System Availability or System Performance SLA metric is applicable for the Oracle SES Environment.
- Oracle SES Disk space to be charged per Agreement terms for Production and/or non-production instances.
- Integration or configuration requests beyond base setup to be charged as Level-1 fee.
- Full monthly fees will immediately apply upon the County's issuance of the Notice to Proceed with SES Hosting until Oracle SES instance is decommissioned.
- Full monthly fees apply; no monthly fee proration for month of activation or decommission.

3.14 ADDITIONAL USER PRODUCTIVITY KIT MONTHLY FEE (OPTIONAL SERVICES)

If County elects, Contractor will setup and maintain resources for additional User Productivity Kit (UPK) Environments upon request of County as follows.

One-time Setup Fee: \$3,300

Monthly Hosting Fee: \$1,900

- 1 UPK instance for Non-Production Environment

3.15 SPLUNK AUDITING AND REPORTING FEES (OPTIONAL SERVICES)

If County requests, Contractor will provide pricing for access to log data from dedicated County applications and devices hosted at Contractor through Contractor's Splunk Auditing Service. The pricing structure and assumptions below contain the structure of Contractor's pricing and contract expectations for this operation service. The Parties will agree in writing upon any charges, if these services are elected by County.

The Splunk Auditing and Reporting option is based upon the following assumptions:

- Assumes that the County is using Splunk on premise and will be interfacing with the Contractor's Splunk application via the Splunk Heavy Forwarder Output.
- Contractor will audit: TBD (based on scope)
- The setup of auditing includes the following (which may be adjusted by the parties, based on scope):
 - Setup of auditing in all production databases; no audits in non-production databases
 - Contractor will configure a Splunk heavy forwarder to send audit events generated by Customer's production database to Customer via a real time feed
 - Contractor to setup Splunk to receive the data
 - Contractor to map the audited fields into Splunk
 - Troubleshooting of initial setup audit issues
 - Troubleshooting of initial setup interface issues
- The ongoing fee includes:
 - Ongoing maintenance of Splunk and the auditing solution
 - Troubleshooting support for audit issues and loads into Splunk
- Minimum Splunk charge is \$500 per month for anything up to 1 GB of data loaded per day
- All inquiries related to questions on data and/or report output will be handled via level 1 as defined in the Agreement.
- If on any day of the month, the peak goes above the current billing tier, the next 1 GB increment will be charged. For example, if there is 1.1 GB of data loaded on 1 day in the month, Contractor will charge County 2 GB for the entire month.
- All reporting will be performed at level 1 fees
- All tuning required due to auditing will be performed at level 1 fees
- All audit inquiry activities or troubleshooting will be performed at level 1 fees
- The Service Level Agreement requirements will not apply to issues relating to Splunk Auditing
- Contractor will re-benchmark the OLTP after auditing is implemented and stable in the production database
- Contractor requires a 30-day stabilization period
- Disk space for Splunk is included in the \$500 per GB per month fee
 - Disk space required for auditing will be charged based on the disk clause in the Agreement.

4. RENEWAL TERM PRICING

If County elects to renew Hosting Services beyond the Initial Term of five (5) years, the rates shown herein on this Exhibit B-2 for any services other than monthly hosting fees (Section 3.1 herein) or Level 1 fees (Section 3.4 herein) shall remain fixed and shall apply for the duration of the renewal term. The rates for monthly hosting fees set forth in Section 3.1 and for Level 1 fees set forth in Section 3.4 shall be subject to a single change at the beginning of each five-year renewal term and shall then remain fixed for the remainder of that five-year renewal term. The maximum increase at the beginning of each five-year renewal term shall be calculated as

follows: the change shall be no more than the lesser of (a) the change in CPI-U annual inflation factor as calculated from the beginning of the prior term to the beginning of the applicable renewal term or (b) seventeen and a half percent (17.5%). All CPI indices shall be obtained from the U.S. Department of Labor table for Consumer Price Index – All Urban Consumers (Series ID CUURA300SA0) for the South – Size Class A (All Items) with a base period of 1982-84 = 100.

Exhibit B-3

Managed Services Payment and Rates Schedules

Hours Worked:

Consulting support is billed on a time and material basis, based on the actual hours worked on County matters, whether performed onsite or offsite. County matters exclude time devoted to submission of time and expense reports and similar internal administrative functions.

Consultants maintain a daily timesheet of all hours worked with a brief designation of the nature of work performed for that day. Hours are logged to the nearest quarter of an hour.

For ad hoc consulting engagements, in which a consultant is brought in for a one or two day assignment, a minimum of eight (8) hours per day will be charged unless the parties have agreed in advance in writing for part-time work.

Lunch Time:

County will not be billed for consultants' lunch time, unless work or business is the primary activity conducted during that time.

Invoices:

Issuance shall be on a semi-monthly based upon hours worked, resource category and resource group. Dedicated and non-dedicated (traveling) consultant rates are based upon a 40 hour work week.

Table 1. Managed Services Payment Schedule

Managed Support Area	Resource Category	Resource Group	Operative Periods	Hourly Rate	Maximum Hours	Maximum Total Amount Paid
Financials	Dedicated Onsite	PeopleSoft Functional Team Lead	After Rollout 1 until the end of the 5-year Managed Services Term	\$140	6,413	\$ 897,820
Financials	Dedicated Onsite	PeopleSoft Functional FSCM	After Rollout 1 for 13 months until the end of the initial Managed Services Term	\$130	3,120	\$ 405,600
Financials	Dedicated Onsite	PeopleSoft Technical	After Rollout 1 until the end of the initial Managed Services Term	\$115	7,800	\$ 897,000
HCM	Dedicated Onsite	PeopleSoft Functional HCM	After Rollout 2 until the end of the initial Managed Services Term	\$130	4,508	\$ 586,040
HCM	Dedicated Onsite	PeopleSoft Technical	After Rollout 1 until the end of the initial Managed Services Term	\$115	4,161	\$ 478,515
OBIA	Dedicated Onsite	OBIA	After Rollout 1 for 17 months until the end of the initial Managed Services Term	\$145	2,946	\$ 427,170

Managed Support Area	Resource Category	Resource Group	Operative Periods	Hourly Rate	Maximum Hours	Maximum Total Amount Paid
Hyperion	Non-Dedicated (Traveling)	Hyperion	After Rollout 1 for 6 months until the end of the initial Managed Services Term	\$195	1,040	\$ 202,800
Financials	Non-Dedicated (Traveling)	PeopleSoft Functional FSCM	After Rollout 1 for 3 months until the end of the initial Managed Services Term	\$180	520	\$ 93,600
Development Bucket	Non-Dedicated (Remote)	PeopleSoft Technical	After Rollout 1 for 9 months until the end of the 5-year Managed Services Term	\$135	1,559	\$ 210,465
MAXIMUM TOTAL AMOUNT PAID						\$ 4,199,010

Table 2. Time and Material Consulting Labor Rates (not to exceed)

These hourly U.S. Dollar rates apply only to work authorizations and only to CedarCrestone staff. Hourly rates for services of non-CedarCrestone staff will be established by mutual agreement between the parties as necessary. These rates are valid for 51 months from August 1, 2014 through October 31, 2018 and are inclusive of travel and living expenses.

Resource Category	Resource Group	Rate / Hr.
Dedicated Onsite	PeopleSoft Functional Team Lead	\$140
	PeopleSoft Functional HCM	\$130
	PeopleSoft Functional FSCM	\$130
	OBIA	\$145
	PeopleSoft Technical	\$115
	Hyperion	\$150
Non Dedicated (Traveling)	PeopleSoft Functional HCM	\$180
	PeopleSoft Functional FSCM	\$180
	OBIA	\$190
	PeopleSoft Technical	\$175
	Hyperion	\$195
Non Dedicated (Ad Hoc)	PeopleSoft Functional HCM	\$145
	PeopleSoft Functional FSCM	\$145
	OBIA	\$155
	PeopleSoft Technical - US Remote	\$135
	PeopleSoft Technical - Offshore	\$ 45
	Hyperion	\$160

EXHIBIT C
WORK AUTHORIZATION FORM
Contract: _____

Work Authorization No. _____
Award Authority for Optional Services

This Work Authorization is between Broward County and _____ as required pursuant to the Agreement, executed on _____. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

Services to be provided: [DESCRIBE IN DETAIL]

Contract at issue is ___ Lump Sum/ ___ Not-to-Exceed for amount: \$ _____

The time period for this Work Authorization will consist of ____ (____) calendar days unless otherwise set forth in an attached quotation.

Fee Determination: Payment for services under this Work Authorization is as follows:

Professional Services	\$ _____
General Services	\$ _____
Equipment/Hardware	\$ _____
Total Maximum Cost of this Work Authorization	\$ _____

County

Project Manager	Date	Contract Administrator	Date
-----------------	------	------------------------	------

Board and/or Designee	Date
-----------------------	------

VENDOR

Signed: _____

Attest:

Typed Name: _____

Title: _____

EXHIBIT D
BUSINESS ASSOCIATE AGREEMENT BETWEEN
BROWARD COUNTY, FLORIDA AND _____

This BUSINESS ASSOCIATE AGREEMENT ("BAA") is entered into by and between Broward County, Florida ("County"), and _____, a _____ corporation authorized to do business in the State of Florida with its principal office located at _____ ("Business Associate") in connection with the _____ (the "Agreement").

RECITALS

1. Business Associate provides services related to the operation of certain activities/programs that involve the use or disclosure of Protected Health Information ("PHI");
2. The operation of such activities/programs is subject to the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH");
3. HIPAA and HITECH mandate that certain responsibilities of contractors with access to PHI be documented through a written agreement; and
4. County and Business Associate desire to comply with the requirements of HIPAA and HITECH and acknowledge their respective responsibilities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1: Definitions

- 1.1 All terms used in this BAA not otherwise defined herein shall have the meanings stated in the Privacy and Security Rules, 45 CFR Parts 160, 162, 164, and 42 U.S.C. § 17921.
- 1.2 "HIPAA Laws" mean collectively HIPAA, HITECH, 42 CFR Part 2 (if applicable), and the related regulations and amendments.
- 1.3 When the term "PHI" is used in this BAA, it includes the term "Electronic Protected Health Information" or "EPHI."
- 1.4 Penalties as used in Section 3.18 below are defined as civil penalties that may be applied to the Business Associate and its workforce members by the Secretary of Health and Human Services (HHS). The amount of the penalties range depending on the type of violation. In determining penalties, the Secretary may take into account:

- a. the nature and extent of the violation;
- b. the nature and extent of harm resulting from such violation;
- c. the degree of culpability of the covered entity or business associate;
- d. the history of prior compliance with the administrative simplification provision including violations by the covered entity or business associate;
- e. the financial condition of the covered entity or business associate, and
- f. such other matters as justice may require.

Section 2: Confidentiality

- 2.1 County and Business Associate shall comply with all federal and state laws governing the privacy and security of PHI.
- 2.2 ☒ If this box is checked, County and Business Associate are required to comply with 42 CFR Part 2 with respect to patient identifying information concerning alcohol and substance abuse treatment.

Section 3: Obligations and Activities of the Business Associate

Use and Disclosure of PHI

- 3.1 The Business Associate shall not use or disclose PHI other than as permitted or required by this BAA or as required by law. Business Associate may:
 - a. Use and disclose PHI only as necessary to perform its obligations under the Agreement, provided that such use or disclosure would not violate HIPAA Laws if done by County;
 - b. Use the PHI received in its capacity as a Business Associate of County for its proper management and administration and to fulfill any legal responsibilities of Business Associate;
 - c. Disclose PHI in its possession to a third party for the proper management and administration of Business Associate, or to fulfill any legal responsibilities of Business Associate, provided that the disclosure would not violate HIPAA Laws if made by County, or is required by law, and Business Associate has received from the third party written assurances that (i) the information will be kept

confidential and used or further disclosed only for the purposes for which it was disclosed to the third party or as required by law; (ii) the third party will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information may have been breached; and (iii) the third party has agreed to implement reasonable and appropriate steps to safeguard the information;

- d. Use PHI to provide data aggregation activities relating to the operations of County; and
 - e. De-identify any and all PHI created or received by Business Associate under the Agreement, provided that the de-identification conforms to the requirements of the HIPAA Laws.
- 3.2 Business Associate shall limit its use and disclosure of, and request for PHI when practical or as required by law, to the information making up a Limited Data Set, as defined by HIPAA, and in all other cases subject to the requirements of 45 CFR 164.502(b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure, or request.
- 3.3 Business Associate is prohibited from selling PHI, using PHI for marketing purposes, or attempting to re-identify any PHI information in violation of HIPAA Laws.

Administrative, Physical, and Technical Safeguards

- 3.4 Business Associate shall implement administrative, physical, and technical safeguards that protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of County. The safeguards shall include written policies, procedures, a security risk assessment, training of Business Associate employees, and sanctions that are in compliance with HIPAA Laws.
- 3.5 Business Associate shall require all of its subcontractors, agents, and other third parties that receive, use, transmit, maintain, store, or have access to PHI to agree, in writing, to the same restrictions and conditions that apply to Business Associate pursuant to this BAA, including implementation of administrative, physical, and technical safeguards.

Access of Information; Amendment of Information; Accounting of Disclosures

- 3.6 Business Associate shall make available to County all PHI in Designated Record Sets within ten (10) days of County's request for County to meet the requirements under 45 CFR § 164.524.

- 3.7 Business Associate shall make any amendments to PHI in a Designated Record Set as directed or agreed to by County pursuant to 45 CFR § 164.526 in the time and manner reasonably designated by County.
- 3.8 Business Associate shall timely document such disclosures of PHI and information related to such disclosures as would be required for County to respond to an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Further, Business Associate shall provide to County an accounting of all disclosure of PHI during the term of this BAA within ten (10) days of termination of this BAA, or sooner if reasonably requested by County for purposes of any monitoring/auditing of County for compliance with HIPAA Laws.
- 3.9 Business Associate shall provide County, or an individual under procedures approved by County, information and documentation collected in accordance with the preceding paragraph to respond to an individual requesting an accounting for disclosures as provided under 45 CFR § 164.528 and HIPAA Laws.

Mitigation

- 3.10 Business Associate shall take reasonable steps to mitigate, to the extent reasonably possible and at its own expense, any harmful effect that is known to Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this BAA or applicable law.
- 3.11 Business Associate shall take appropriate disciplinary action against any members of its workforce who use or disclose PHI in any manner not authorized by this BAA or applicable law.

Reporting of Breaches and Mitigation of Breach

- 3.12 Business Associate shall notify County's HIPAA Privacy Official at (954) 357-6500 of any impermissible access, acquisition, use or disclosure of any unsecured PHI by Business Associate or anyone for whom Business Associate is responsible within twenty-four (24) hours of Business Associate becoming aware of such access, acquisition, use or disclosure. Unsecured PHI shall refer to such PHI that is not secured through use of a technology or methodology specified by the Secretary of HHS that renders such PHI unusable, unreadable, or indecipherable to unauthorized individuals. A breach of unsecured PHI shall be treated as discovered by Business Associate as of the first day on which such breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to Business Associate, including any employee, officer, contractor, subcontractor, or other agent of Business Associate.
- 3.13 In the event of a breach caused by Business Associate or anyone for whom Business Associate is responsible, Business Associate shall submit a written report of a breach to

County within ten (10) business days after initial notification, and shall document the following:

- a. The identification of each individual whose PHI has been, or is reasonably believed by Business Associate, to have been accessed, acquired, used, or disclosed during the breach;
- b. A brief description of what occurred, including the date of the breach and the date of the discovery of the breach, if known;
- c. A description of the types of PHI that are involved in the breach (such as full name, social security number, date of birth, home address, account number, diagnosis, etc.)
- d. A description of what is being done to investigate the breach, to mitigate harm to individuals, and the reasonable and appropriate safeguards being taken to protect against future breaches;
- e. Any steps County or the individual impacted by the breach should take to protect himself or herself from potential harm resulting from the breach;
- f. Contact procedures for the Business Associate to enable individuals to ask questions or learn additional information, which may include, , a toll-free telephone number, e-mail address, website, or postal address, depending upon the available contact information that the Business Associate has for the affected individuals; and
- g. Any other reasonable information requested by County.

3.14 In the event of a breach caused by Business Associate or anyone for whom Business Associate is responsible, Business Associate shall, in consultation with and at the direction of County, assist County in conducting a risk assessment of the breach and, pursuant to Section 3.16 herein, mitigate, to the extent practicable, any harmful effect of such breach known to Business Associate.

3.15 County, in its sole discretion but in conjunction with discussion with the Business Associate, will determine whether County or Business Associate shall be responsible to provide notification to individuals whose unsecured PHI has been disclosed, as well as to the Secretary of HHS and the media.

- a. Notification will be by first-class mail, or by electronic mail, if the individual has specified notice in the manner as a preference.
- b. Information may be posted on County's website where the Business Associate experienced, or is reasonably believed to have experienced, an impermissible use or

disclosure of unsecured PHI that compromised the security or privacy of more than ten (10) individuals when no other current information is available to inform such individuals.

- c. Notice shall be provided to prominent media outlets with information on an incident where the Business Associate experienced an impermissible use and disclosure of unsecured PHI that compromised the security or privacy of more than five hundred (500) individuals within the same state or jurisdiction during the incident.
 - d. County may report, at least annually, any impermissible use and disclosure of unsecured PHI by the Business Associate to the Secretary of HHS as required by HIPAA Laws.
- 3.16 Business Associate agrees to pay the reasonable costs for notification to County, individuals, and their representatives of any security or privacy breach that should be reported by Business Associate to County and which was caused by the Business Associate or anyone for whom the Business Associate is responsible. Business Associate also agrees to pay the costs for mitigating damages, including, but not limited to, the expenses for credit monitoring, if County and Business Associate determine that a breach which was caused by the Business Associate or anyone for whom the Business Associate is responsible warrants such measures.
- 3.17 Business Associate agrees to have established procedures to investigate a breach, mitigate losses, and protect against any future breaches, and to provide such procedures and any specific findings of the investigation to County in the time and manner reasonably requested by County.
- 3.18 Business Associate is liable to County for any civil penalties imposed on County under the HIPAA laws in the event of a violation of the HIPAA Laws as a result of any practice, behavior, or conduct of Business Associate.

Available Books and Records

- 3.19 Business Associate shall make all policies and procedures and other internal records required by HIPAA Laws, available to County Contract Grants Administrator within five (5) business days of the Agreement.
- 3.20 Business Associate shall make its all policies and procedures and other internal records required by HIPAA Laws and PHI, relating to the use and disclosure of PHI received from County or created or received on behalf of County available to County or to the Secretary of HHS or its designee within five (5) business days of request for the purposes of determining the Business Associate's compliance with HIPAA Laws.

Section 4: Obligations of County

- 4.1 County shall notify Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect the Business Associate's use of PHI.
- 4.2 County shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use of PHI.
- 4.3 County shall notify Business Associate of any restriction to the use or disclosure of PHI to which County has agreed in accordance with 45 CFR § 164.522, to the extent that such changes may affect Business Associate's use of PHI.
- 4.4 County shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Laws if done by County.

Section 5: Term and Termination

Term

- 5.1 The term of this BAA shall be effective upon execution by all Parties, and shall terminate upon the latter of termination or expiration of the Agreement, or the return or destruction of all PHI within the possession or control of the Business Associate as a result of the Agreement.

Termination

- 5.2 Upon County's knowledge of a material breach of this BAA by Business Associate, County shall either:
 - a. Provide an opportunity for Business Associate to cure the breach or terminate this BAA and the Agreement if the Business Associate does not cure the breach within the time specified by County;
 - b. Immediately terminate this BAA and the Agreement if Business Associate has breached a material term of this BAA and a cure is not possible; or
 - c. If neither termination nor cure is feasible, County's HIPAA Privacy Official shall report the violation to the Secretary of HHS.

Effect of Termination

- 5.3 Upon completion or termination of the Agreement, Business Associate agrees, at County's option, to return to County or destroy all PHI gathered, created, received or processed pursuant to the Agreement. No PHI related to the Agreement will be retained by Business Associate, or a contractor, subcontractor, or other agent of Business Associate, unless retention is required by law and specifically permitted in writing by County.
- 5.4 In the event that returning or destroying PHI is infeasible, Business Associate shall provide to County a written statement that it is infeasible to return or destroy the PHI and describe the conditions that make return or destruction of the PHI infeasible. Under that circumstance, Business Associate shall extend the protections of this BAA to the PHI retained and limit further uses and disclosures of such PHI to those purposes that make return or destruction infeasible, for so long as Business Associate maintains the PHI, in which case Business Associate's obligations under this Section shall survive termination of this BAA.

Section 6: Miscellaneous

- 6.1 **Amendment.** County and Business Associate shall take such action as is necessary to amend this BAA for County to comply with the requirements of HIPAA Laws or other applicable law.
- 6.2 **Interpretation.** Any ambiguity in this BAA shall be resolved to permit County to comply with HIPAA Laws.

BUSINESS ASSOCIATE AGREEMENT TO EXISTING AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA AND BUSINESS ASSOCIATE, ENUMERATING THE RESPONSIBILITIES OF EACH REGARDING COMPLIANCE WITH HIPAA LAWS.

WHEREAS, the parties have made and executed this Business Associate Agreement between BROWARD COUNTY and BUSINESS ASSOCIATE, on the respective dates under each signature: BROWARD COUNTY through its County Administrator, authorized to execute same, and BUSINESS ASSOCIATE signing by and through its _____, duly authorized to execute same.

COUNTY

BROWARD COUNTY, through its
County Administrator

BY _____

____ day of _____, 20__.

Approved as to form by

Office of the County Attorney
Broward County, Florida
Joni Armstrong Coffey,
County Attorney
Governmental Center, Suite #423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By  5/15/14
René D. Harrod
Assistant County Attorney

BUSINESS ASSOCIATE

BUSINESS ASSOCIATE CedarCrestone, Inc.

By: Calvin J. Yonker

Print Calvin J. Yonker

Title: CEO/President

1st_ day of May_____, 2014_.

STATE OF Georgia___)
) SS
COUNTY OF Fulton___)

The foregoing instrument was acknowledged before me this 1st day of May, 2014, by Calvin J. Yonker, as CEO/President, of the Corporation named CedarCrestone, Inc., who is personally known to me or who has produced _____ as identification.

Donna J. Pickering

Print Name: Donna J. Pickering
Notary Public, State of Georgia
Commission No. W-00102917

Commission Expires: March 21, 2015





Exhibit E - Letter of Intent CBE

(RESPONSIVE CRITERIA FORM) To Utilize a County Business Enterprise (CBE) Subcontractor/Subconsultant

From (Name of Proposer/Bidder): CederCrestone

Firm Address: 1255 Alderman Drive; Alpharetta, GA 30005

Project Description: Centralized Enterprise Resource Planning (ERP) System

In response to Broward County's RLI/Bid No. RO866301R12, the undersigned hereby agree to utilize the CBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

Name of CBE Firm: A. L. Jackson & Company, P.A.

Address of CBE Firm: 1451 West Cypress Creek Road, Suite 300

Expiration of CBE Certification: 03/05/13 Projected CBE Work Assignment (description of work assignment): Functional / Technical System Integration Services

Projected Percentage of Prime's Contract Fees to be Awarded to CBE: 7%
(Dollar Amt or Percentage %)

AL: 1451
(Signature of Owner or Authorized Rep. Prime)

Print Name (owner or authorized Rep. Prime): CAL Yonker

Subscribed and sworn to before me this 21 day of June

Notary's Signature Jessica J Cox Notary Seal: 

(Acknowledgement by the Proposed CBE Firm)

The undersigned intends to perform work in connection with the above Contract as (check one)
___ an individual ___ a partnership X a corporation ___ a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and correct.

Anthony L. Jackson 06/01/12
(Signature of Owner or Authorized Rep. CBE) (Date)

Print Name (owner or authorized Rep. CBE): Anthony L. Jackson

Subscribed and sworn to before me this 1st day of JUNE 2012.

Notary's Signature NOMAR A ABREU Notary Seal: 



Exhibit E (continued) - Letter of Intent CBE

(RESPONSIVE CRITERIA FORM)

To Utilize a County Business Enterprise (CBE) Subcontractor/Subconsultant

From (Name of Proposer/Bidder): CedarCrestone

Firm Address: 1255 Alderman Drive | Alpharetta, Georgia 30005

Project Description: Centralized Enterprise Resource Planning (ERP) Solution

In response to Broward County's RLI/Bid No. RLI # R0866301R2, the undersigned hereby agree to utilize the CBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

Name of CBE Firm: Key Technical Resources, Inc.

Address of CBE Firm: 5733 N. Andrews Way, Fort Lauderdale, FL 33309

Expiration of CBE Certification: 04/26/2014 Projected CBE Work Assignment (description of work assignment): Staffing

Projected Percentage of Prime's Contract Fees to be Awarded to CBE: 3%
(Dollar Amt or Percentage %)

Ce = 14m (Signature of Owner or Authorized Rep. Prime) 6/21/12 (Date)

Print Name (owner or authorized Rep. Prime): Cal Yonker

Subscribed and sworn to before me this 21 day of June

Notary's Signature Jessica J Cox Notary Seal Jessica J Cox

(Acknowledgement by the Proposed CBE Firm)

The undersigned intends to perform work in connection with the above Contract as (check one) an individual a partnership ☒ a corporation a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and correct.

Kathy S. Gallagher (Signature of Owner or Authorized Rep. CBE) 6/21/12 (Date) FOL # 6426-517-54-7419-0 Exp. 7-9-2014

Print Name (owner or authorized Rep. CBE): Kathy S. Gallagher

Subscribed and sworn to before me this 21st day of June 2012

Notary's Signature Mukesh Patel Notary Seal:



EXHIBIT F



MONTHLY (CBE) UTILIZATION REPORT

Report No. _____

Contract #:	Contract Amount:	Date Form Submitted:	
Project Description:		Project Completion Date:	
Prime Contractor:		Period Ending:	Amt. Paid to Prime:
Contact Person:		Telephone#: ()	Fax#: ()

SUBCONTRACTING INFORMATION

TO BE SUBMITTED TO BROWARD COUNTY SMALL BUSINESS DEVELOPMENT DIVISION

CBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of work Completed to Date	Amount Paid This Period	Amount Paid To Date
			Total Amount Paid to Subcontractors to Date:				

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge

Signature:	Title:	Date:
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Note: The information provided herein is subject to verification by the small Business Development Division.

SBDD Compliance Form 2009-MUR

EXHIBIT G

HOSTING SERVICES SUPPLEMENTAL TERMS AND CONDITIONS

These Hosting Services Supplemental Terms and Conditions (the “HSS”) are incorporated as part of the Master Services Agreement (“Agreement” or “MSA”) entered into simultaneously between County and Contractor. The terms and conditions of this HSS apply only to the Hosting Services and Hosting Statement of Work and are applicable only for the duration of the Hosting Term, as those terms are defined in the MSA.

ARTICLE 1. DEFINITIONS

Defined terms in the MSA are hereby incorporated and included herein as if fully set forth herein. The following additional terms are defined as follows:

- 1.1 Activation for any Roll-Out occurs when County issues a Notice to Proceed for the applicable Roll-Out and CCI has received the Application Software required to start the applicable Roll-Out of the Implementation SOW.
- 1.2 Activation Hosting Fee means the fee charged and payable upon Activation or as otherwise set forth in the Hosting Payment Schedule.
- 1.3 Application Database means a database that is primarily used for On-Line Transaction Processing (“OLTP”) and whose production instance is considered mission-critical for the day-to-day conduct of the County’s business operations.
- 1.4 Application Upgrade means new code provided by the Application Software vendor that introduces or improves application functionality to the existing Application Software.
- 1.5 ASLMA means Application Software license and/or maintenance agreement or license and services agreement. These are the agreements that County has with the applicable Application Software vendors and may include more than one vendor/Application Software if Contractor is hosting multiple applications.
- 1.6 Blind Data means non-personally identifiable system information resulting from County’s and User’s access and use of the Hosting Services and Application Software, and representing only statistics, characteristics and metrics about system usage, size and performance, but excluding actual County-specific data values.
- 1.7 CCI Holidays means holidays CCI observes as published in the Hosting Services Client Guide manual, or as published every year by CCI in a separate document if the Hosting Services Client Guide is not re-published each year.
- 1.8 Client Services Manager means the CCI primary contact responsible for the daily coordination required in the provision of the Hosting Services. The Client Services Manager also works with the County and County’s management team to discuss direction, timing, future plans, special needs, and escalation for any issues that may arise.

1.9 Concurrent Users means those active sessions of the Application Software that are simultaneously utilizing the Hosting Services at any one point in time. Concurrent Users are measured by calculating the active sessions at regular intervals across all production Application Database instances.

1.10 Data Warehouse Database means a database that is designed for facilitating data reporting, querying and analysis and which is not considered mission-critical for the day-to-day conduct of the County's business operations.

1.11 Emergency Migration means a code migration to an application Environment outside of the standard migration window as defined in the Hosting Services Client Guide manual.

1.12 Environment means the hosting system using CCI Technology which supports a specific instance of the database and infrastructure required to access and run the Application Software. Examples include Production, Test, Development and Demo Environments.

1.13 Event and Audit Data means system and application log data which records events and user activity on the CCI hosted system.

1.14 Facilities means physical space and/or telecom infrastructure.

1.15 Hosting Documentation means all manuals, user documentation, specifications, and other related materials pertaining to CCI Technology or the Hosting Services that Contractor customarily furnishes to purchasers of the Hosting Services.

1.16 Hosting Fee means the monthly fee(s) charged for access to the Hosting Services including Base Hosting Fee and/or any other monthly or user fees as set forth in the Hosting Payment Schedule.

1.17 Hosting Services. All services required of Contractor under this HSS or as set forth in the Hosting SOW to ensure that the Application Software is available to County and third party users over the Internet consistent with the terms of this HSS and the Hosting SOW.

1.18 Hot Site means a disaster recovery site physically separated from the primary site that is actively receiving data changes from the primary site on a regular basis.

1.19 Implementation Hosting Fee means the monthly fee charged for access to the Hosting Services during the implementation (pre-production) phase, to be paid as set forth in the Hosting Payment Schedule.

1.20 Level-1 Support is the assistance provided by CCI personnel to service County requests that are outside of the scope of included services and fixed fees documented herein. Such CCI assistance is available upon request, although additional fees may apply for labor and/or materials required to service such requests. Specific examples of such Level-1 Support are documented in the Hosting Services Client Guide manual.

1.21 Maintenance Update(s) refers to any vendor supplied Application Software fix or enhancement for an existing version. These can be delivered as a Patch, Fix, proof of concept, service pack, maintenance pack, or PeopleSoft Update Manager Image.

1.22 OLTP means On-Line Transaction Processing.

1.23 Patch(es) means the smallest unit of application code maintenance issued by the Application Software vendor. A Patch generally resolves a single targeted issue to resolve within the Application Software. The term "Fix" is also used as a synonym for "Patch."

1.24 Patch Bundle means an accumulation of Fixes for a particular module within the Application Software for a specific time period, usually one month.

1.25 PeopleTools Upgrade is defined as new code provided by the Application Software vendor that introduces or significantly improves the PeopleTools components of the system (for example, upgrading PeopleTools from 8.52 to 8.53).

1.26 PeopleTools Patch is defined as new code provided by the Application Software vendor that resolves issues with the PeopleTools components of system (for example, upgrading PeopleTools from 8.53.04 to 8.53.11).

1.27 Point of Demarcation is defined as the router(s) at the CCI data center where the public Internet access lines and/or leased line(s) used to access the County's systems terminate, and are the point of separation between the Facilities and equipment that are the responsibility of CCI to manage and operate in accordance with the service levels specified in the Hosting SOW and the Service Level Agreement, and those which are the responsibility of the County or a third party with which the County has contracted to provide such access service(s).

1.28 Suppliers means any person or entity providing services, materials, product, data or supplies in connection with the Hosting Services, including but not limited to third party service or software providers.

1.29 Support and Maintenance Services. The support and maintenance services required for County or authorized users to achieve and maintain optimal performance of the CCI Technology, Application Software, and the Hosting Services, including as further described in the Hosting SOW.

1.30 System Stabilization Period means the thirty (30) calendar days following the Go-Live Date when the first module for an Application Software (e.g., PeopleSoft Financials or Human Capital Management) is in production use by County or after a major system change (e.g., Application Software Upgrade, PeopleTools Upgrade, hardware upgrade, rolling out additional functionality, rolling out significant integrations to ancillary applications, etc.).

ARTICLE 2. APPENDICES

The following Exhibits to the Agreement and appendices attached hereto are incorporated into this HSS:

Exhibit A-2 Hosting Statement of Work
Appendix 1 Service Level Agreement

If there is a conflict or inconsistency between any provision of this HSS and any provision contained in any of the Appendices, the provision of this HSS shall prevail and be given effect unless expressly stated to the contrary.

ARTICLE 3. SCOPE OF SERVICES

3.1 Scope of Services. Contractor shall provide County with the Hosting Services set forth in this HSS in accordance with the Hosting Statement of Work and the Service Level Agreement. Contractor shall perform all work specified in this HSS inclusive of the Hosting SOW and Appendices hereto. Unless stated otherwise in this HSS, the work required of Contractor includes all labor, materials and tasks, whether or not enumerated in the HSS, that are such an inseparable part of the work expressly stated in the HSS that exclusion thereof would render Contractor's performance impractical, illogical, or unconscionable.

3.2 Right to Use. Contractor grants to County an unlimited, royalty-free, non-exclusive right to use and access, with no geographical limitations, for an unlimited number of concurrent users as stated in the Hosting SOW, to the CCI Technology and the Hosting Services including to any embedded third party software within the CCI Technology or Hosting Services or required to operate or allow County or third party users to access or use the Hosting Services from any equipment (including without limitation development, production, disaster recovery, failover, etc.), for use solely for County governmental purposes including on- and off-site access, including but not limited to use by any persons or entities with which County may contract to operate the Software, and for the benefit of and use by all governmental entities within the County, including the offices of the County constitutional officers. The rights to use in this Section 3.2 and subsections specifically exclude any right to use or other license rights to the Application Software, which license rights are separately addressed in the applicable ASLMA(s).

3.2.1 Authorized Users and Additional Rights. Unless otherwise stated in the Hosting Statement of Work, County and any of its employees, agents, or suppliers of services shall have the right to concurrently operate and use the Hosting Services for any County governmental purpose. If anything less than unlimited, concurrent use is expressly provided under this HSS and additional rights may be required, County's Purchasing Director is authorized to execute a Work Authorization to purchase additional rights for the fee(s) specified in the Hosting Payment Schedule.

3.2.2 Additional Uses. County may, if required by reason of an emergency, disaster or operational need, or for testing of recovery resources, temporarily use the Hosting Services on recovery resources at no additional cost, including recovery resources that may not be owned by County.

3.3 Updates, Upgrades and Releases. For the full term of this HSS, so long as County complies with its obligations under Article 13 of this HSS, Contractor shall, at the request of County, promptly apply any and all Patches, Fixes, or other updates (including error corrections, bug fixes, and patches) of CCI Technology or as provided by or otherwise made available by the Application Software vendor(s) consistent with terms in the Hosting Statement of Work and Service Level Agreement, unless otherwise stated in an applicable Work Authorization. Unless otherwise stated in the Hosting Statement of Work, application of major upgrades or new

releases to the Application Software (as defined by the Application Software provider) may incur an additional fee, which shall be quoted at the request of County and upon approval by County shall be formalized in a Work Authorization and accompanying Statement of Work signed by both Parties.

3.4 Hosting Documentation. Contractor shall deliver copies of the Hosting Documentation to County within seven (7) days of the Effective Date, and thereafter shall promptly provide any updated Hosting Documentation as becomes available during the term of this HSS. Contractor represents and warrants that the Hosting Documentation is of sufficient quality and completion to enable a competent user to operate the Hosting Services efficiently and in accordance with Exhibit A. County has the right to copy and modify the Hosting Documentation as it deems necessary for its own internal use, subject to Section 4.2 of this HSS.

ARTICLE 4. PROTECTION OF PROPRIETARY RIGHTS

4.1 County Information. Contractor acknowledges and agrees that County retains all right, title and interest in and to any information or data supplied by County ("County Information") and any Application Software acquired by County for use in conjunction with the Hosting Services. Contractor will only use County Information in accordance with this Agreement.

4.2 Contractor's Proprietary Works. Unless otherwise expressly provided herein, Contractor and its Suppliers shall retain all right, title and interest in and to all intellectual property rights embodied in all materials, Contractor proprietary information, and CCI Technology in connection with the Hosting Services (but not including customizations or application interfaces prepared by Contractor for County) and/or this HSS. Contractor and its Suppliers reserve any rights or licenses of Contractor or its Suppliers not expressly granted to County hereunder or in any separate license agreement between County and any applicable Supplier. No license, right, title or interest in any trademark, trade name, or service mark of Contractor or any of its Suppliers is granted hereunder, unless otherwise provided herein or in connection with County's display or copying of any such trademark, trade name, or service mark in its use or access of the Hosting Services.

ARTICLE 5. WARRANTIES

5.1 Ownership. Contractor represents and warrants that it is the owner of all right, title, and interest in and to the CCI Technology or that Contractor has the right to grant to County the rights granted under this HSS as to the CCI Technology. Contractor represents and warrants that it has not knowingly granted rights or licenses to any other person or entity that would restrict rights granted hereunder, except as may be expressly stated herein.

5.2 Limited Warranty by Contractor. For the entirety of the Hosting Term, Contractor represents and warrants to County that the Hosting Services will perform substantially as described in the Hosting Documentation and in the Hosting Statement of Work and Service Level Agreement, including as to any update, upgrade or release provided pursuant to Section

3.3 herein except to the extent such performance is necessarily precluded by the major upgrade or new release as provided by the Application Software provider. Contractor represents and warrants that (i) it will comply with applicable U.S. laws and regulations and EU Directives for Data Protection and Privacy in the performance of Hosting Services to County and continue SSAE 16 audits (or equivalent) twice annually, and (ii) Contractor shall use commercially reasonable efforts to perform the Hosting Services in a professional manner in accordance with the Service Level Agreement and the Hosting Statement of Work. Notwithstanding the foregoing, Contractor makes no representation as to the interoperability of the Application Software or Hosting Services with any third parties' systems, except as expressly set forth in the Agreement. Except to the extent caused by Contractor's act or omission and except as otherwise set forth expressly in the Agreement, under no circumstances will Contractor be liable for any damage or loss to the extent resulting from a cause over which Contractor does not have control, including, without limitation, (i) failure of County or third party electronic or mechanical equipment or communications lines, telephone, network, or other interconnection problems, (ii) actions or inactions of County, Users, or any third party, including but not limited to computer virus or penetration of the Hosting Services by any hacker or unauthorized user, and any damages resulting there from, or (iii) theft, operator error, delays or severe weather, earthquakes, and strikes or other severe labor problems.

5.3 Warranty Regarding Viruses. Contractor further represents, warrants, and agrees that the CCI Technology and Hosting Services are free from currently-known viruses or malicious software at the time access to the Hosting Services and CCI Technology is first provided to County, and that Contractor has and will continue, for the entirety of the Hosting Term, to use commercially reasonable security measures to ensure the integrity of the Hosting Services and CCI Technology from data leaks, hackers, denial of service attacks, and other unauthorized intrusions.

5.4 Intellectual Property Warranty. Contractor represents and warrants that at the time of entering into this HSS, no claims have been asserted against Contractor (whether or not any action or proceeding has been brought) that allege that any part of the Hosting Services or CCI Technology infringes or misappropriates any patent, copyright, mask copyright or any trade secret or other intellectual or proprietary right of a third party, and that Contractor is unaware of any such potential claim. Contractor also agrees, represents and warrants that the CCI Technology and Hosting Services provided pursuant to this Agreement will not infringe or misappropriate any patent, copyright, mask copyright or any trade secret or other intellectual or proprietary right of a third party.

5.5 Remedy. In the event of written notice from County of a breach of any representation or warranty stated in this Article 9, Contractor will, at no charge to County, promptly correct the breach by either (a) correcting or updating the System or (b) providing to County other measures that correct the breach. In addition, upon notice from County of any error or defect in the System, Contractor will immediately provide to County any known methods of operating the System in a manner that eliminates the practical adverse effects of the error or defect. In the event of any replacement of any portion of the System, that replacement portion will be

warranted as provided above. The remedies in this Section 5.5 are in addition to any other rights and remedies County may have under this Agreement or applicable law.

5.6 Warranty by County. County represents and warrants that (i) the performance of its obligations and use of the Hosting Services by County and Users will not knowingly violate any applicable laws or regulations, (ii) County will not intentionally utilize the Hosting Services in a manner in violation of any other legal obligation of County; and (iii) it will not knowingly interfere with Contractor's hosted systems or the lawful and authorized use of any Hosting Services or systems by other Contractor clients. In the event of any breach of the foregoing County warranties, in addition to any other remedies available at law or in equity, Contractor will have the right, in its sole reasonable discretion, to suspend any affected Hosting Services in accordance with this Section solely to the extent necessary to prevent imminent material harm to Contractor and its business. Contractor will provide to County advance written notice of at least ten (10) business days (or, in an urgent situation, commercially reasonable notice) and an opportunity to cure the breach, if practicable, and if such breach is capable of being cured, depending on the nature of the breach. If County fails to take reasonable action to cure or otherwise remedy the breach within the notice period, Contractor may suspend the applicable Hosting Services. If County takes reasonable action to cure or otherwise remedy the breach, Contractor shall promptly restore the suspended Hosting Service(s).

5.7 Disclaimer. Except as expressly set forth in the Agreement (including, without limitation, the Hosting SOW and Service Level Agreement), (i) the Hosting Services and any other data and materials provided in connection with the HSS by Contractor and its Suppliers, are provided "as is" and "as available," without representations or warranties of any kind and County's use of the Hosting Services is at its own risk; (ii) Contractor and its Suppliers make no other representations or warranties or conditions, express or implied, by operation of law or otherwise, including, without limitation, any implied warranties of non-infringement, merchantability, or fitness for a particular purpose, or any implied warranties arising out of course of performance, course of dealing, or usage of trade; (iii) Contractor does not warrant that the Hosting Services will be provided error-free, uninterrupted, secure, or virus-free except as set forth in this HSS including its attachments; and (iv) neither Contractor, nor its Suppliers, shall have any liability whatsoever for the accuracy, completeness, or timeliness of the County information or for any decision made or action taken by County in reliance upon any County information.

5.8 Disclaimer of Actions Caused by and/or Under the Control of Third Parties. Contractor does not and cannot control the flow of data to or from Contractor's network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt County's connections to the Internet (or portions thereof). Contractor cannot guarantee that such events will not occur. Accordingly, except as provided in this Agreement, Contractor disclaims any and all liability resulting from or related to such events and in no event shall Contractor be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, or County's ability to connect to the Internet.

ARTICLE 6. LICENSE AND ACCESS TO SERVICES

6.1 Right to Access the Hosting Services. Subject to the terms of this HSS and to County's payment of the fees set forth in the Hosting Payment Schedule, Contractor hereby grants to County and its Users a non-transferable, non-exclusive right to access and use the Hosting Services solely for County's business purposes. For any Application Software included within the Hosting Services, the right to access the Hosting Services under this subsection is conditioned on County's possession of a current and fully executed ASLMA between County and the licensor of the Application Software. County and its Users may access and use the Hosting Services only as permitted by this HSS and the applicable ASLMA. In connection with its use of the Hosting Services, County shall make no attempt to, and shall not permit its Users to make any attempt to: (i) alter, modify, improve, reverse engineer, disassemble, or decompile the Application Software (except to the extent permitted by the applicable Application Software license); (ii) maliciously interfere in any manner with the operation of the Application Software or the Hosting Services; (iii) sublicense or transfer any of County's rights under this HSS, except as otherwise provided in this HSS, or (iv) otherwise use the Hosting Services for the benefit of a third party (other than public benefit or public access, to the extent part of the official business of County). Nothing herein expands the use(s) of Application Software to which County is entitled under any applicable ASLMA.

6.2 Required ASLMA. In order for any of the Application Software to be hosted by Contractor on behalf of County under this HSS, County must be a party to an ASLMA that permits Contractor to host the applicable Application Software and maintain the Application Software on its equipment and within its data center for use by County or otherwise obtain written authority for the Hosting Services provided under this HSS by Contractor relative to the Application Software at issue. County attests that: (a) it has or will maintain a valid license for any Application Software with regard to which County asks Contractor to provide Hosting Services; (b) County will accurately and, upon any changes, promptly advise Contractor as to whether County is currently entitled to support services and updates for that Application Software; (c) County's use of the Application Software in connection with the Hosting Services hereunder is consistent with the terms under which the Application Software is licensed and will not cause County to exceed volume and licensing metrics of the license purchased by County. Should County discontinue the support and maintenance contract with the licensor of the Application Software, Contractor will continue to support the Application Software to the

extent permitted under the applicable license agreement. County acknowledges that discontinuance of the software and maintenance support offered by the Application Software licensor would affect Contractor's ability to support the Application Software at the level preceding such discontinuance.

6.3 ASLMA in Effect. Should County's right to use any Application Software be terminated for cause, County must immediately so inform Contractor and either attempt to obtain written approval from the licensor of the Application Software granting use of the Application Software pending reinstatement of the license or suspend any use of the Application Software. Should County no longer have the right to use the Application Software, Contractor will be required to terminate County's access to the Application Software. County agrees that Contractor shall have no liability to County, and County waives any claim or action against Contractor, to the extent arising from termination of access for County to the portion(s) of the Hosting Services utilizing the Application Software at issue as a result of County's failure to keep the ASLMA in effect.

6.4 Support and Maintenance Contract in Effect. County acknowledges that Contractor offers the Hosting Services relative to any Application Software on the assumption that County maintains a valid support and maintenance contract for the Application Software at issue. County agrees to notify Contractor upon any termination of its Application Software support and maintenance contract, as the Hosting Services and pricing would need to be modified to comply with Application Software licensing and access restrictions. In the event County suspends or terminates support and maintenance for any Application Software, the Parties will agree in writing utilizing a Work Authorization or other formal amendment to this HSS and the Hosting Statement of Work to adjust the scope of Hosting Services and the Hosting Fees as a result of the reduced or modified Hosting Services.

6.5 Segmentation. County acknowledges that Application Software licenses are not specifically provided for in this HSS. County understands that it has the right to acquire software licenses or professional services without contracting for any Contractor services.

6.6 Access and Equipment. County shall be solely responsible, at its own expense, for acquiring, installing, and maintaining all connectivity equipment, hardware, software, and other equipment as may be necessary for it and its Users to connect to and access the Hosting Services.

ARTICLE 7. USE OF SERVICES

7.1 User Security. Except with prior written consent of Contractor, County's access to the Hosting Services will be limited solely to the Users. Each User (other than public access Users) will be assigned a unique User identification name and password for access to and use of the Hosting Services (each such User, hereinafter a "User ID"). County shall be solely responsible for ensuring the security and confidentiality of all User IDs with respect to the issuance, maintenance, and/or termination of such User IDs. Unless caused by the act or omission of

Contractor, wrongful conduct by Contractor's employees or agents, or a security breach of Contractor's system (including the CCI Technology), County acknowledges that, solely as between County and Contractor, County will be fully responsible for all liabilities incurred through use of any User ID and that any transactions under a User ID will be deemed to have been performed by County. Use of any User ID other than as provided in this HSS shall be considered a breach of this HSS by County. County and Users will comply with the security restrictions set out in written communications from Contractor, including the Hosting Services Client Guide manual and any updates or revisions thereto. Contractor shall have no responsibility for damages caused by County or User failing to comply with Contractor security restrictions expressly set forth in this HSS or in the Hosting Services Client Guide. In no case shall Contractor permit system level access, or information on how to obtain such access, that in Contractor's sole judgment would potentially jeopardize the security or integrity of the system, such as, but not limited to, providing UNIX/Linux Root, Windows Administrator or DBMS Owner/Sysadm access rights or permissions.

7.2 Access to PeopleSoft Security in Production. County will be responsible for controlling User security and User access to its production Environment(s) via the use of the PeopleTools Security maintenance function in the production instance(s). County also warrants that, without the express written consent of Contractor, it will not use this access privilege to (i) grant any User the ability to modify code line within, or move objects to, the production Environment(s), or (ii) modify any system level or Special User rights in the production Environment(s). Failure to abide by this Section will obviate any Service Level Agreement non-compliance issues for that month or reporting period due directly to such prohibited actions.

7.3 County Information. Subject to the obligations of confidentiality set forth herein, County grants to Contractor all proprietary rights and licenses in and to any and all County Information only to the extent necessary for Contractor to provide the Hosting Services to County. County acknowledges that Contractor exercises no control whatsoever over the content of the County Information and it is the sole responsibility of County, at its own expense, to provide the information, and to ensure that the information County and Users transmit or receive complies with all applicable laws and regulations now in place or enacted in the future. County shall not intentionally, and shall not intentionally permit Users to, provide County Information that: (a) infringes or violates any intellectual property rights, publicity/privacy rights, law, or regulation; (b) is defamatory, harassing, obscene, or pornographic; or (c) contains any viruses or programming routines intended to damage, surreptitiously intercept, or expropriate any system, data, or personal information. Contractor may take any remedial action necessary to remedy a violation of the foregoing, subject to the advance written notice and opportunity to cure provisions set forth in Section 10.2 of the Agreement. Contractor is under no obligation, however, to review County Information for accuracy, potential liability, or for any other reason.

7.4 Data Retention. County agrees that Contractor's obligation to keep or maintain any County Information obtained in the course of performance of the Hosting Services shall not extend beyond the termination of this Agreement except with respect to providing Transitional

Period Services or as otherwise required under applicable Public Records laws, provided that Contractor will provide a copy of County Information in the hosted format upon termination or expiration of the Hosting Services.

ARTICLES 8. ADDITIONAL INDEMNIFICATION PROVISIONS

8.1 Indemnification by County. County shall defend, indemnify, and hold Provider harmless from and against any third party claims alleging any infringement of any third party intellectual property right which arises from use of the Hosting Services other than as permitted by the Agreement or the applicable license agreement(s) with the Application Software vendor(s). County shall indemnify, defend, and hold Contractor harmless from and against any and all claims, actions, and losses brought against Contractor, including third party claims, arising out of or in connection with (i) any breach of this HSS by County, (ii) County's failure to maintain appropriate license rights to the Software as required in Article 6 of this HSS, or (iii) any damage or destruction to the CCI Technology caused by the gross negligence or unlawful conduct of County, its representative(s), agents, or designees to the extent permitted under applicable law.

ARTICLE 9. SERVICE LEVEL AGREEMENT REMEDIES

9.1 Service Credits and Service Level Agreement. County acknowledges that, solely to the extent the Service Level Agreement expressly provides Service Credits as a remedy for Contractor's failure to meet an obligation stated in the Service Level Agreement, such Service Credits are the sole and exclusive monetary remedy for that failure.

ARTICLE 10. MISCELLANEOUS

10.1 Information Security. Contractor shall comply with all security measures and policies set forth in the Hosting SOW and as outlined in the CCI *Hosting Services Client Guide* and the CCI *Information Security Policy*. Contractor will comply with applicable U.S. laws and regulations concerning information security, the US-EU Safe Harbor Principals as established by the US Federal Trade Commission and conduct SSAE 16 audits twice annually, or in the event SSAE 16 is superseded, the resultant SSAE 16 equivalent.

County agrees that Contractor is solely responsible for all testing, port scanning, and penetration testing of Contractor's security controls.

Penetration testing of Contractor's architecture is included at a frequency of one per year at no additional cost. Contractor will coordinate with the current Contractor penetration testing vendor and, at County's request, Contractor will provide the final report to County (redacted, if necessary, as to any information related to any other clients). Additional penetration tests or County specific penetration tests will be at the expense of County and will be arranged through Contractor's vendor for penetration testing.

10.2 Data Collection. Contractor shall have the right to utilize data capture, syndication and analysis tools, and other similar tools, to extract, compile, synthesize, and analyze Blind Data.

To the extent that Contractor collects any Blind Data, such Blind Data may be used by Contractor for any lawful business purpose without a duty of accounting to County, provided that the Blind Data is used only in an aggregated form, without specifically identifying the source of the Blind Data. Without assuming any obligations or liabilities of County, Contractor agrees to comply with the applicable U.S. laws and regulations respecting the dissemination and use of such Blind Data.

10.3 Change in Services. Contractor has the right to change, modify, and otherwise convert the technology used to provide the Hosting Services and terms under which the Hosting Services are offered, provided that the functionality and quality of the Hosting Services will not be substantially reduced or otherwise fail to comply with the Hosting Statement of Work or satisfy the Service Level Agreement.

10.4 Non-Solicitation. County and Contractor agree that during the Hosting Term and for a period of twelve (12) months after its termination or expiration, neither Party shall directly solicit for hire or retain an external staffing company or placement agency to directly solicit for hire any employee who worked for the other Party or an Affiliate of the other Party in connection with the Hosting Services provided under this Agreement at any time during the course of the Hosting Term. The public posting or internal advertising of available positions by the County shall not constitute a violation of this Section 10.4.

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Appendix A

Service Level Agreement

1. SERVICE LEVEL DEFINITIONS

Unless otherwise defined herein, capitalized terms used in this Appendix A entitled Services and Service Level Agreement (SLA) shall have the same meaning as those referenced in the MSA including the HSS.

Any item addressed in the exhibits to the MSA and HSS that requires approval in writing by County personnel shall be by a mutually agreed-upon process between County and Contractor. For example, written approval from County may be provided by County by email or by County submitting a service desk incident request with Contractor. In addition, County plans to track change control requests using the County's service desk request ticketing system and, in such cases, will place the unique identifier from the County's system within the text description field of the service desk request submitted to Contractor. The Contract Administrator and Director of the County's Division of Enterprise Technology Services (ETS) are authorized to approve those items on behalf of County. Each service desk request to Contractor for services will be approved by County prior to submission to Contractor.

1.1 PRIMARY HOURS OF OPERATION (PHO)

PHO are from Sunday at 1900 Eastern Time through the following Saturday at 1900 Eastern Time, excluding CCI Holidays, with on-call availability outside those hours. Outside of PHO, Contractor operates with reduced service desk staffing levels, but shall nonetheless respond to production availability downtime issues pursuant to Section 6 below.

1.2 PRODUCTION SYSTEM UPTIME

Production System Uptime shall mean the total time during which the County has the ability to access the production system Hosting Services twenty-four (24) hours per day, seven (7) days a week, less agreed-upon Scheduled Maintenance as defined below, measured on a monthly basis.

1.3 SCHEDULED DOWNTIME

Scheduled Downtime shall mean the time during which the County is not able to access the production applications hosted by Contractor due to planned Scheduled Maintenance. Generally, the production systems will be available 24x7 less Scheduled Maintenance as set forth below. Contractor reserves the right to change the Scheduled Downtime or Nightly Maintenance, as defined below, from time to time with prior written notice provided to County.

If possible, Contractor will provide prior notice of at least forty-eight (48) hours for any activity that is expected to impact County's System Availability Performance, as defined below, to allow for County review, discussion, and communication to County user community of the downtime

or Nightly Maintenance activity. Contractor will accommodate a County request to postpone a Scheduled Downtime if Contractor determines that the Scheduled Downtime is not system critical and a production critical process required by County is in conflict.

For Monthly Maintenance, Contractor will provide the County with an email summary of planned maintenance activities five (5) business days prior to the dates of those planned activities. County will manage its side of the change control process.

(A) SCHEDULED MAINTENANCE

Scheduled Maintenance shall mean periods are as follows:

PERIOD	DESCRIPTION	MAXIMUM DURATION
Nightly Maintenance 2300 to 0300 ET	Minor System Maintenance is typically limited to activities that are not expected to impact System Availability including changes to network and firewall rules; NOT for general patch fixing or clean up.	Four (4) hours
Monthly Maintenance 1900 ET Saturday to 1900 ET Sunday	Major System, Database, and Application Maintenance	Twenty-four (24) hours

- (1) Any System unavailability that occurs as a result of extended maintenance not specified above or not previously approved by the County in writing as referenced in Section 1 above may result in Service Credits, as defined below, to the County as provided in Section 6 of this Appendix A.

Dates for the Monthly Maintenance window are published annually in Contractor's Hosting Services Client Guide.

1.4 SYSTEM PRIORITIES

On occasion, exceptional circumstances may arise when it is necessary to perform essential unscheduled maintenance during PHO. Such maintenance will be undertaken only when, in Contractor's sole reasonable discretion, it is deemed necessary to prevent loss of the Hosting Services or System Availability Performance, as defined below, harm to the System, or other adverse consequences. Contractor shall endeavor to provide at least two (2) hours' advance notice of such maintenance to County whenever possible. Contractor will provide a post-event analysis of the event for any Contractor-requested, unscheduled maintenance and all emergency events when requested by County.

1.5 UNSCHEDULED DOWNTIME

Unscheduled Downtime shall mean the total time during which the County is not able to access the Hosting Services for a production status application due to unanticipated or unscheduled service interruptions, other than Scheduled Downtime. Contractor will provide a post-event analysis of the event for any Contractor-requested, unscheduled maintenance and all emergency events when requested by County.

1.6 SYSTEM AVAILABILITY PERFORMANCE

System Availability Performance employs a metric, System Availability, that is measured from Contractor's Point of Demarcation. Systems that are unavailable at the Contractor's Point of Demarcation will be deemed unavailable. System Availability Performance shall mean the percentage calculated by dividing the Production System Uptime minus Scheduled Downtime minus Unscheduled Downtime by Production System Uptime less Scheduled Downtime, for a given Measurement Period as defined and shown in the example below. The result is rounded to one decimal place.

Example:

- A 30-day month has 43,200 minutes of available ***Production System Uptime*** minutes
- In that month a single monthly maintenance window of 24 hours provides 1,440 minutes of ***Scheduled Downtime during the down-time windows identified in section 1.3 (A).***
- In that month there are also 60 minutes of ***Unscheduled Downtime***
- System Availability Performance is calculated as:

(Production System Uptime LESS Scheduled Downtime LESS Unscheduled Downtime)
DIVIDED BY
(Production System Uptime LESS Scheduled Downtime)

OR

$(43,200 - 1,440 - 60) / (43,200 - 1,440) = (41,700 / 41,760) = 99.856\%$ rounds to 99.9%

- System Availability Performance is calculated and will be reported as 99.9% in the above example.

1.7 PRODUCTION STATUS

Production Status shall mean the state of the operation of the Application Software for access and use by the County in the course of regular business operations.

1.8 MEASUREMENT PERIOD

Measurement Period shall mean the period that measures System Availability Performance time on a monthly basis.

1.9 BACK-UPS

Back-Ups shall mean the copying by Contractor of files, databases, applications, and/or operating systems of County's installation.

1.10 SERVICE CREDITS AND MAXIMUM MONTHLY SERVICE CREDIT

Service Credits shall mean credit(s) provided to County toward the next monthly Hosting Fee in accordance with Section 6 below, or as otherwise credited towards County. The maximum monthly service credit in any month is 100% of the Monthly Base Hosting Fee as referenced in Exhibit B-2.

2. RESPONSIBILITIES OF COUNTY

2.1 NETWORK AND COUNTY EQUIPMENT

Provisioning, security, support, and maintenance of the County's Local Area Network and all network equipment, network connections, printers, computing devices, and all software and other hardware operating on such equipment are the responsibility of the County, with the exception of the network equipment and Hosting Services that are provisioned by Contractor on behalf of the County as specified in Exhibit B-2, Section 3.9. County is also responsible for correctly configuring and maintaining the devices used by the County to access systems hosted by Contractor. This includes the County network router, firewall and DNS configuration, which must also be in place and properly configured to allow data to flow between the System and Contractor in a secure manner. Contractor requires that desktops or network computing devices accessing the applications service herein described use web browsers which are supported by Application Software.

Requests by County for monitoring, troubleshooting or resolution of communications beyond the Point of Demarcation will be billed on a time and material basis at the Level-1 Support rate specified in Exhibit B-2.

2.2 FILE TRANSFER OR INTERFACES

Unless otherwise agreed within the Agreement, including the HSS and/or this SLA, County is responsible for the execution of third party interface programs. Contractor will provide infrastructure for a secure data transfer method for all inbound and outbound file transfers and interfaces. Contractor will also be responsible for infrastructure and/or connectivity to support those interfaces. Contractor will provide the ability to retrieve interface data from Contractor or application of interface data for processing.

3. CONTINGENCY, BACK-UP AND DISASTER RECOVERY

3.1 SYSTEM REDUNDANCY

Except for non-critical components, Contractor provides full hardware and network redundancy with no single point of failure within its data center to the Point of Demarcation. There will be diverse entry points into the data center from multiple carriers for public Internet communications. Should public Internet communications fail at the primary datacenter, upon request, Contractor will use best efforts to move public Internet communications through its disaster recovery datacenter.

3.2 BACK-UPS FREQUENCY AND TYPE

Contractor shall perform the following backup operations as scheduled:

(A) PRODUCTION ENVIRONMENTS

Component	Back-Up Type	Description	Frequency
Data	Baseline	Pre-Production (Go-Live) Image	Once
As Requested	Fallback Copy	As requested by County	As Needed
Application	Full Back-Up	All application executables, configuration files, and source code for Application Software	Weekend
Application	Daily Incremental of Application/Batch Files	Any element (including all files, application data, objects, and the application home directory) in the Oracle environment that changes during the period	Weekday
Database	Full Back-Up	Full online (hot) Back-Up of database	Weekly
Database	Incremental Back-Up	Incremental online (hot) Back-Up of database	Daily
Database	Change Data Back-Up	Incremental Back-Up of Trans or Archive Logs	Daily
Database	Disk Based Back-Up	Production Oracle database Back-Ups are currently targeted to be retained for up to thirty (30) days	Daily – currently targeted to be retained for up to thirty (30) days
Essbase	Full Back-Up	Full offline Back-Up of database	Weekday

(B) NON-PRODUCTION ENVIRONMENTS

Component	Back-Up Type	Description	Frequency
All	Fallback Copy	As requested by County - a copy can be made before a change is made to the County's system	As Needed
Application	Full Back-Up	All application executables, configuration files, and source code for Application Software	Weekend

Application	Daily Incremental of Application/Batch Files	Any element (including all files, application data, objects, and the application home directory) in the Oracle environment that changes during the period	Weekday
Database	Full Back-Up	Full online (hot) Back-Up of database	Weekly
Database	Change Data Back-Up	Incremental Back-Up of Trans or Archive Logs	Daily
Database	Disk Based Back-Up	Non-Production Oracle database Back-Ups are currently targeted to be retained for up to seven (7)-days	Daily – currently targeted to be retained for up to seven (7) days
Essbase	Full Back-Up	Full offline Back-Up of database	Weekend

* Note – the “DEMO” database instances are excluded from this non-production Back-Up scheme; Back-Ups are taken for DEMO after major changes only. Contractor can restore to the last gold Back-Up copy only.

3.3 BACK-UP RETENTION

Contractor will retain Back-Up copies of County’s Data (as defined below) Back-Up and other files as required and in compliance with those retention periods in the chart below. County will request additional Back-Up copies from Contractor as may be required subject to additional fees as detailed in Exhibit B-2 once allocation of one (1) request per calendar quarter for an additional Back-Up is exceeded.

Contractor’s standard Back-Up retention of back-up files is as follows:

DESCRIPTION	RETENTION PERIOD
Baseline	Seven (7) years
Weekday	Four (4) weeks
Weekend	Four (4) weeks
Monthly	Twelve (12) months
Annual	Seven (7) years

County may request Back-Up copies of County’s data and other files from Contractor in the standard Contractor format, at County’s own expense. County may request modifications to the retention periods and Contractor will provide an estimate of additional fees.

3.4 DATA RECOVERY

The time to restore a County's data files from a Back-Up copy will vary substantially depending on a number of factors including, but not limited to, the severity of the corruption and whether the Back-Up sets are on site or have to be retrieved from Contractor’s offsite location. Minimally, Contractor currently targeted to retain at least ten (10) days of Back-Up data on site as detailed in Section 3.2 above.

3.4.1 For restoring from Tape:

Contractor will restore Production files within forty-eight (48) hours and respond according to Contractor's standard Tech Response Time, as defined below. Contractor will restore test or other non-Production files within seventy-two (72) hours and respond according to Contractor's standard Tech Response Time. There will be one (1) allocation per month for a restoration from either a tape or disk at no additional charge. Any additional requests for restoration efforts are subject to additional fees per Exhibit B-2. Failure to restore within these timeframes will be subject to Service Credits as follows:

3.4.1.1 If Contractor fails to restore a Production file to the Production environment within forty-eight (48) hours of both receiving by Contractor and confirmation by County of request details, then Contractor will issue County a Service Credit of five percent (5%) of the next monthly Base Hosting Fee for each such occurrence in a calendar month.

3.4.1.2 If Contractor fails to restore a non-Production file to the environment within seventy-two (72) hours of receiving and validating the request, then Contractor will issue County a Service Credit of five percent (5%) of the next monthly Base Hosting fee for each such occurrence in a calendar month.

3.4.2 For restoring from disk (non-tape):

Contractor will restore Production files within twenty-four (24) hours and respond according to Contractor's standard Tech Response Time. Contractor will restore test or other non-Production files within forty-eight (48) hours and respond according to Contractor's standard Tech Response Time. There will be one (1) allocation per month for a restoration from either a tape or disk at no additional charge. Any additional requests for restoration efforts are subject to additional fees per Exhibit B-2. Failure to restore within these timeframes will be subject to Service Credits as follows:

3.4.2.1 If Contractor fails to restore a Production file to the Production environment within twenty-four (24) hours of both receiving by Contractor and confirmation by County of request details, then Contractor will issue County a Service Credit of five percent (5%) of the next monthly Base Hosting fee for each such occurrence in a calendar month.

3.4.2.2 If Contractor fails to restore a non-Production file to the environment within forty-eight (48) hours of receiving and validating the request, then Contractor will issue County a Service Credit five percent (5%) of the next monthly Base Hosting fee for each such occurrence in a calendar month.

3.5 DISASTER RECOVERY

In the case of a total disaster and a complete loss of access to the Hosting Services, Contractor will use commercially reasonable efforts to restore production operations for each PeopleSoft Application Database at a stable, geographically separate location to meet a Recovery Time Objective (RTO) of one hundred twenty (120) minutes and a Recovery Point Objective (RPO) of fifteen (15) minutes.

Contractor will use commercially reasonable efforts to restore production operations for Hyperion (with Essbase), OBIEE, & OBIA Application Databases to full functionality as defined in the paragraph below within forty-eight (48) hours RTO and twenty-four (24) hours RPO. A

longer duration is required for these applications due to technical limitations within these applications.

Contractor will utilize a disaster recovery Hot Site to provide this service, and will comply with the procedures provided in the *Business Resumption Plan in the Event of Disaster* manual. Recovery will include the Production instance(s), and capabilities for online access, the generation of interface files, the reestablishment and completion of batch processing schedules, and data transfer activities. Contractor will recover systems and data as defined in the RTO and RPO to provide full functionality with no less than a fifty percent (50%) reduction in System server capacity and no less than a fifty percent (50%) reduction in network bandwidth capacity of public Internet circuits.

Any System unavailability that occurs as a result of a disaster situation may result in Service Credits to the County as provided in Sections 6.1 and 6.2 below for the System components listed above that have a defined RPO and RTO and as listed in Exhibit H of the Agreement.

Applications that are hosted by Contractor and that do not have a defined RPO and RTO, such as iNovah, will be built out at the disaster recovery datacenter once Contractor notifies the County that the Application Software will run at the disaster recovery datacenter for a period of at least one (1) week. Upon notification of an extended disaster recovery event, Contractor will use best efforts to re-establish full application functionality.

4. Security

Contractor shall take commercially reasonable steps to secure its data centers and systems from unauthorized physical and logical access to the County's database. County must comply with all provisions of the Agreement's Section 2. Contractor will follow and abide by the security procedures as outlined in Contractor's *Hosting Services Client Guide* and the *CCI Information Security Policy* document, and any updates or revisions thereto. Contractor will abide by the Business Associate Agreement (BAA) between Contractor and County (Exhibit D to the Agreement) and the County Security SLA provisions contained in this section. Contractor agrees to achieve the Statement on Standards for Attestation Engagement No. 16 ("SSAE16") pursuant to section 4.1.6 below.

4.1 Security Standards

4.1.1 Contractor will provide the County with the ability to limit access to the hosted environment to specific County IP addresses at County's request. Contractor will track user activity at the network layer. Network traffic is stored in Contractor's log aggregator and is available for retrieval in report format upon request at Level-1 fees. Application Software logins are stored in the Application Software database as delivered. Contractor will work with County upon request to develop additional auditing for a database or Application Software component that may be fed into Contractor's log aggregator. Additional auditing will be performed at Level-1 fees or the fees specified in Exhibit B-2, Section 3.15, as appropriate based on the request.

4.1.2 Contractor will support encryption using at least 256-bit encryption keys for the connection from County to Contractor's production network Point of Demarcation.

4.1.3 County is responsible for any Payment Credit Card Industry-Data Security Standard (PCI-DSS) or Payment Application-Data Security Standard (PA-DSS) requirements that may result from implementation of credit card business processes within either the iNovah or the PeopleSoft Application Software. Contractor will

provide infrastructure to support the secure transmission of credit card information using https/ssl while in transit on public networks but encrypted storage of data at rest is not within the scope of the Hosting Services. Contractor will support information requests that County may request to respond to questions related to any PCI audit at Level-1 fees. County is responsible for any external network scanning activities that may be required by PCI audit. Contractor will work with County's selected external scanning vendor to perform scans during a declared Nightly Maintenance window as requested.

4.1.4 All servers that Contractor uses to provide Hosting Services under the Agreement shall be protected behind a layer of firewalls, the initial configuration of which may be checked and reviewed by County upon request and, where the data is specific only to the County, prior to acceptance of each Roll-Out and Final Acceptance of System. Any subsequent, significant architecture changes are subject to review by County. All database servers will be protected behind a second set of internal firewalls.

4.1.5 Contractor's policy for the following will be provided to the County prior to Final Acceptance:

- (a) Evaluating security alerts and installing security patches and service packs;
- (b) Intrusion detection, incident response, and incident escalation/investigation; and
- (c) Providing and resetting access controls.

4.1.6 Contractor will provide County a copy of its current SSAE16 Service Organization Controls ("SOC1") assessment report prior to hosting County Data. Additionally, Contractor will annually provide County with Contractor's SSAE16 SOC1 assessment reports within thirty (30) days after release. Contractor must maintain such SSAE16 (or equivalent) assessments throughout the duration of the Agreement.

4.1.7 Contractor shall maintain a disaster recovery plan with a mirrored site geographically separated by about 250 miles, with an RTO and an RPO consistent with this Appendix A, Section 3.5 above.

4.1.8 Contractor shall conduct a disaster recovery test in coordination with County at least once per year upon request. The timing and duration of any additional County tests will be subject to additional fees per Exhibit B-2 of the Agreement and the approval of County, and shall be coordinated and timed, so as to cause minimal or no disruption to the Hosting Services or the regular business of County.

4.1.9 Contractor shall maintain controls that establish separation of County data, confidential information, and security information from that of Contractor's other clients.

4.1.10 Contractor shall maintain commercially reasonable controls for data privacy, security, and recovery measures including disaster recovery programs, physical facilities security, server firewalls, virus scanning software, current security patches, user authentication, and intrusion detection and prevention. Upon request (or as otherwise stated in this Appendix A), Contractor shall provide documentation of such controls and policies to County. In addition, Contractor agrees not to allow Peer to Peer Software (P2P) or any other Personal Computer (PC) file-sharing software to be installed onto any network where County Data (as defined below)/files reside unless County specifically permits it in writing on a case-by-case basis.

4.1.11 Contractor shall report to County if any unauthorized parties are successful in accessing any of the servers (including failover servers) where County's Data/files are housed, within twenty-four (24) hours of becoming aware of the incident pursuant to section 4.1.20 below. Contractor shall provide County with a detailed incident report within five (5) days of the breach including remedial measures instituted and any law enforcement involvement. Contractor must follow and abide by the Contractor's incident response policy. Contractor will fully cooperate with County on incident response, forensics, and investigations that involve the Application Software.

4.1.12. Contractor shall provide the ability to protect any Internet interfaces provided under the Agreement using a security certificate from a mutually acceptable certification authority.

4.1.13 Contractor shall perform background checks on any personnel having access to County Data/files. To the extent permitted by such checks, Contractor shall not knowingly allow convicted felons or other persons deemed by Contractor to be a security risk, access to any County Data/files.

4.1.14 Contractor shall require that its service providers, subconsultants, and any third party performing any Hosting Services relating to the Agreement comply with all terms and conditions specified in the Agreement unless County, in writing, excuses any specific compliance with any such term or condition. Contractor shall provide County, at County's request, with list of third-party vendors that Contractor relies on to provide Services to County.

4.1.15 Upon request and at County's expense per options in Exhibit B-2 (which can include Level-1 fees and optional Splunk log reporting requirements, among other items), Contractor shall conduct periodic security and compliance reviews relevant to compliance and regulatory requirements. Information or reports requested by County may include:

- a) County architecture documents;
- b) Third-party audits specific to County dedicated resources;
- c) Information security policies and procedures;
- d) Pen-test documentation specific to County dedicated resources;
- e) County security incident reports;
- f) County environment logs:
 - 4.15.f.1 VPN access logs to Terminal Services;
 - 4.15.f.2 Remote Desktop IP address assignment history;
 - 4.15.f.3 Enterprise password management activity; and
- g) Dedicated Server and application logs.

Upon request and at County's expense per options in Exhibit B-2, Section 3.15, Contractor shall provide County with monthly reports on:

- h) Monthly network traffic and firewall activity logs; and
- i) Monthly IDS/IPS attack alerts and anomalies.

4.1.16 Contractor shall provide County with the names and contact information for a security point of contact and a backup security point of contact to assist County with security incidents that require Contractor's assistance.

4.1.17 Contractor shall allow County to perform external penetration testing of County's hosted systems and applications at mutually agreed-upon times within defined maintenance windows.

4.1.18 Upon County's request, after County confirms in writing to Contractor that the applicable County Data is currently maintained by County or otherwise securely stored, Contractor shall securely erase County Data on all decommissioned hard drives to National Institute of Standards and Technology ("NIST") standards or any other mutually agreed-upon standard. Upon request, Contractor shall give County a signed certificate of erasure within ten (10) business days of the completion of the decommission activities.

4.1.19 UNAUTHORIZED ACCESS

If the County's hosted System is subjected to unauthorized access or other security breach that is the result of Contractor failure to follow its published security procedures, then Contractor will issue County a Service Credit of one hundred percent (100%) of the Monthly Base Hosting Fee for the month in which the breach occurred.

4.1.20 REPORTING

Contractor will report any security breach to County within twenty-four (24) hours of Contractor's knowledge of the nature and extent of any security breach (or sooner, if required by applicable law) and will give such notice to governmental authorities as is required by applicable state, federal, or international law. It is the sole responsibility of County to determine whether any additional persons or entities shall receive notice from County of any such breach and to give any such notice as may be required from County. Contractor shall provide County with a dedicated security point of contact for assisting County with security incidents that require Contractor's assistance.

4.2 Infrastructure Management.

4.2.1 Transactions Processed. Contractor's Hosting Services are architected to process base application loads specified in Exhibits A-2, B-2, H, and this document, including growth of the Hosting Services per the specified architecture and pricing. Additional Hosting Services are detailed in Exhibit B-2 and may impact transaction levels. Contractor may recommend that non-routine reports and queries be limited to certain timeframes, quantities or other specifications if Contractor determines that such reports and queries cause degradation to response times affecting performance levels established in this SLA.

4.2.2 Database Retention. Unless otherwise agreed in writing or stated in the Hosting Services Client Guide, Contractor will retain all database records, regardless of number or size, subject to the storage fees specified in Exhibit B-2, and in accordance with the timetable established in this Appendix A's Section 3.3 above and County's business requirements. County will be responsible for the interpretation of such requirements and will request applicable services from Contractor.

4.2.3 Report Execution. To the extent Application Software includes an ad-hoc reporting tool and/or standard reports, Contractor agrees to provide unlimited access to such functionality to County. Contractor agrees to support an unlimited number of queries and reports against County's Data consistent with the architecture and pricing specified in Exhibit B-2. County agrees that Contractor may put reasonable size limits on queries and reports to

maintain System performance, provided such limits do not materially impact County's regular business operations.

4.3 Performance Monitoring

4.3.1 If requested by County, and supported by the Application Software and/or Hosting Services, Contractor shall provide reporting metrics to County on request which shall include: concurrent user count by time; server load including Central Processing Unit (CPU) load, virtual memory and disk capacity.

4.3.2 In the event County anticipates an increase in transaction volume or seeks to expand capacity beyond the limitations, if any, provided under the Agreement, Contractor will provide timeline and cost estimates to upgrade existing servers or deploy additional servers for the County's System.

4.4 Data

4.4.1 County shall have the right to use the Hosting Services to comply with its legal obligations to provide the public with information. To the extent permitted in the agreement between the Application Software Vendor and County and deemed appropriate by County, County shall have the ability to generate reports from hosted data, files, or information, and to download copies of such data, files, or information to deposit on electronic media of the County's choice to make available to the public where required or allowed by applicable law.

4.4.2 All data and information provided by County or its agents under the Agreement and all results derived therefrom through the use of the System, whether or not electronically retained and regardless of the retention media (collectively "County Data"), are the property solely of County and may be reproduced and reused solely with the prior written consent of County. Contractor and its subcontractors will not publish, transmit, release, sell, or disclose any County Data to any other person without County's prior written consent. Contractor is able to use Blind Data as required to support the delivery of Services. Notwithstanding, Contractor retains the right to use and collect Blind Data to the extent set forth in Section 10.2 of the HSS. The provisions of this Section 4.4.2 shall survive the termination or expiration of the Agreement and/or HSS.

4.4.3 In the event of any impermissible disclosure, loss or destruction of County Data, Contractor must notify the County within twenty-four (24) hours and take all reasonable and necessary steps to mitigate any potential harm or further disclosure, loss or destruction.

4.4.4 County shall have the option of receiving copies of County Data at any time in a mutually agreed-upon format for which Contractor shall provide an estimate to County in accordance with the fees listed in Exhibit B-2.

4.4.5 Upon the termination of the Agreement or the end of serviceable life of any media used in connection with providing Hosting Services under the Agreement, Contractor shall, at County's option, (a) securely destroy all media (excluding media used for encrypted Back-Ups) containing any County Data and provide to County a signed certificate of destruction within ten (10) business days of the completion of the decommission activities, and/or (b) return to County all County Data and provide a signed certification within ten (10) days business days of the completion of the decommission activities documenting that no County

Data or information is retained by Contractor in any format or media except for encrypted tape Back-Up media.

4.5 Transition/Disentanglement

Contractor will facilitate the transition of one file copy of all County Data to County and any replacement providers that County designates (collectively, the "Transferee"), without causing any unnecessary interruption of, or adverse impact on, the Hosting Services ("Disentanglement"). Contractor will work in good faith (including, upon request, with the Transferee) to develop an orderly Disentanglement plan that documents the tasks required by Contractor to accomplish an orderly transition with minimal business interruption or expense for County, and shall cooperate, take any necessary additional action, and perform such additional tasks that County may reasonably request to ensure timely and orderly Disentanglement subject to additional fees for such requests by the County. Specifically, and without limiting the foregoing, Contractor shall:

- a. Promptly provide the Transferee with additional file copies of County Data needed to perform the Disentanglement, including, without limitation, database copies and Application Software configuration files in as-is current format;
- b. Promptly and orderly conclude all work in progress or provide documentation of work in progress to Transferee, as County may direct;
- c. Not, without Contractor's prior advance communication, transfer, reassign or otherwise redeploy Contractor's Client Services Manager during the Disentanglement period from performing Contractor's obligations under the Agreement;
- d. If applicable, with reasonable prior written notice to County, remove its assets and equipment from County facilities;
- e. After County confirms in writing to Contractor that the applicable County Data is received intact or otherwise securely stored by County, except for encrypted tape back-ups archived offsite in accordance with Contractor's data archival practice, Contractor shall securely erase County Data, including on any hard drives, to National Institute of Standards and Technology ("NIST") standards or any other mutually agreed-upon standard. Contractor shall give County a signed certificate of erasure within ten (10) business days of the completion of the decommission activities. Upon written consent from County, Contractor may retain one (1) copy of documentation to the extent required for Contractor's archival purposes or warranty support.

4.6 COMPLIANCE

4.6.1 DATA TRANSFER LOGS

Contractor will provide County with access to custom tables storing time-stamped data transfer logs as approved by County in the technical specifications during the implementation project, such as PCI, ePHI, PII, and similar data that may be identified in the future including, for example, the account, a description of the data transferred and its size, and the user and account names for forensic purposes. Upon request and for additional Level-1 Fees, Contractor will assist with County table access activities.

4.6.2 CHANGE MANAGEMENT LOGS

Contractor will provide the County with access to the Contractor's service request application which can be used by County to store change request information. For Monthly Maintenance, Contractor will provide the County with an e-mail summary of planned maintenance activities five (5) business days prior. Subsequent updates to the Monthly Maintenance plan will be additionally communicated in writing.

4.6.3 DATA BACK-UP LOGS

Contractor will respond to requests, for Level-1 fees, from the County to provide Back-Up log data or information indicating the Back-Up type (full, incremental, etc.).

5. SUPPORT AND SERVICE DESK SERVICES

The Contractor Application Support Team will provide support for the Hosting Services during PHO, Section 1.1 above.

5.1 STANDARD SUPPORT AND SERVICE DESK SERVICES

County is responsible for providing the initial level of help desk support. Users of the hosted system must first notify a designated service contact within the County's organization of any system related problems. The County's designated service contact determines if the User problem is procedural or system/operations related. If the determination is that the problem is system/operations related, the County's designated service contact completes an incident notification form directly at the Contractor website, or via the support desk telephone number. Contractor will provide the County's designated service contact with a tracking number used until the incident is closed. Incidents are categorized according to the Hosting Services Client Guide and tracked and responded to as follows:

ENVIRONMENT	PRIORITY	TECH RESPONSE TIME	MAXIMUM RESOLUTION TIME
Production	High	15 minutes	4 hours
Production	Medium	15 minutes	8 hours
Production	Low	15 minutes	24 hours
Development/Test	High	15 minutes	8 hours
Development/Test	Medium	15 minutes	12 hours
Development/Test	Low	15 minutes	24 hours

(A) TECH RESPONSE TIME

Tech Response Time means the elapsed time during PHO upon County notification of an event for the Contractor service desk to respond to the County's incident submission. For escalation outside of PHO, refer to escalation process in Section 5.2 below.

Contractor shall use commercially reasonable efforts to comply with the Tech Response Time metrics set out in the table above. Contractor shall not be penalized for one (1) failure to meet the metric in any calendar month. Contractor commits to complying with the metrics at least 98% of the time thereafter. If Contractor's compliance falls below that 98% level in any

calendar month, Contractor will issue the County a Service Credit of one percent (1%) of the Monthly Base Hosting Fee for each incident missed.

(B) RESOLUTION TIME

Resolution Time means the maximum elapsed time during PHO for Contractor to either remedy the problem (if the remedy is within Contractor's control) or determine what resolution process is required, exclusive of time intervals that result from a wait state due to missing information ("pending" status). Implementation or change requests that must be scheduled are excluded from the Maximum Resolution Time metric. Examples of excluded requests include software Patches, software installations, and firewall or load balancer updates. These types of requests must be executed following published change control procedures.

Contractor shall use commercially reasonable efforts to comply with the Maximum Resolution Time metrics set out in the table above. Contractor shall not be penalized for one (1) failure to meet the metric in any calendar month. Contractor commits to complying with the metrics at least 98% of the time thereafter. If Contractor's compliance falls below that 98% level in any calendar month, Contractor will issue the County a Service Credit of one percent (1%) of the Monthly Base Hosting Fee for each incident missed.

(C) LEVEL-1 SUPPORT REQUESTS AND PROBLEM RESOLUTION

During each month, Contractor will provide County an allowance of support service for Level-1 Support as specified in Exhibit B-2 for special requests and problem resolution at no additional charge. For functional or first level problem resolution exceeding the allowance in any month, Contractor will bill the County at the Level-1 Support rate specified in Exhibit B-2.

5.2 ESCALATION PROCESS

Contractor will give County a detailed escalation process with procedures at least thirty (30) days prior to first Go-Live. Issues that are not resolved through standard support through the service desk (Section 5.1 above) may be escalated by the County to the first point of escalation, Contractor's Client Services Manager assigned to the County. Contractor will be responsible for maintaining, updating, and providing to County the escalation process, including contact names, telephone numbers, and other contact information.

5.3 COUNTY TRAINING REQUIREMENTS

County is required to provide end users with Application Software training and use of the browser and other software required to use and access the application and Hosting Services of Contractor. At the County's request, Contractor will recommend training options.

During the Application Software implementation, Contractor will work with County to provide technical assistance in tools the County will use within Hosting Services including but not limited to the service desk, HP/Mercury Portal and Terminal Server usage for access to PeopleTools. Training may be comprised of user guides and remote conferencing.

5.4 SERVICE DESK REPORTING

Upon request, Contractor will provide reports which include sufficient statistics to confirm service performance metrics and service performance. Contractor will provide County training of report access and interpretation.

6. SERVICE PERFORMANCE AND SERVICE CREDITS

6.1 SYSTEM AVAILABILITY PERFORMANCE CREDITS

County understands and acknowledges that unplanned service losses will occasionally occur. Contractor shall provide a minimum System Availability Performance of 99.8% per month measured on twenty-four (24) hours a day, seven (7) days a week basis as described in Sections 1.5 and 1.6 of this Appendix A.

The System Availability Performance calculation shall not include service losses attributable to performance issues (including Unscheduled Downtime) that resulted from (i) County's equipment and/or third party equipment or actions not within the sole control of Contractor and which are outside the Point of Demarcation; or (ii) the action or inaction of County or any individual or entity to which County has given access, (iii) error in vendor-provided code inclusive of, but not limited to the Application Software and its architecture, the technology stack, and the operating system ("bugs"); (iv) external batch or real-time interfacing; (v) excessive and unplanned spike in system usage beyond what the system is architected to handle. Unplanned service losses occurring during the System Stabilization Period shall not be included in System Availability Performance calculations that are specific to the PeopleSoft Application pillar that is covered by the System Stabilization Period.

6.2 PERFORMANCE CREDIT TABLE

Failure by Contractor to meet the minimum System Availability Performance as defined in this section and with the exclusions noted in Section 6 shall result in Service Credit(s) toward the next Monthly Base Hosting Fee as described in the schedule set forth below:

SYSTEM AVAILABILITY PERFORMANCE	% SERVICE CREDIT TOWARD NEXT MONTHLY BASE HOSTING FEE
99.8% or above	0%
Less than 99.8%	10%
Less than 99.7%	20%
Less than 99.6%	30%
Less than 99.5%	100%

(A) AVAILABILITY CREDITS FOR MULTIPLE SYSTEMS

If County has more than one production database system, but only one (1) experiences non-availability for a period, the Service Credit calculated under this section shall be adjusted to reflect the impacted system's relative contribution to the fees paid for Hosting Services under the Agreement. The County is expected to be able to configure the PeopleSoft applications for user access through the PeopleSoft Portal or directly to the PeopleSoft Application Software pillar. No Availability Credits are applicable for Hosting Services of Hyperion, OBIEE, OBIA, and iNovah applications.

The prorated contribution for PeopleSoft Applications is as follows:

PeopleSoft FMS and Portal Production Hosting only:

PeopleSoft FMS Production System	90% of Exhibit B-2, Section 3.1 (A)
PeopleSoft Portal Production System	10% of Exhibit B-2, Section 3.1 (A)

PeopleSoft FMS, Portal and HCM Production Hosting only:

PeopleSoft FMS Production System	45% of Exhibit B-2, Section 3.1 (A+B)
PeopleSoft Portal Production System	10% of Exhibit B-2, Section 3.1 (A+B)
PeopleSoft HCM Production System	45% of Exhibit B-2, Section 3.1 (A+B)

PeopleSoft FMS, Portal, HCM and ELM Production Hosting only:

PeopleSoft FMS Production System	30% of Exhibit B-2, Section 3.1 (A+B+C)
PeopleSoft Portal Production System	10% of Exhibit B-2, Section 3.1 (A+B+C)
PeopleSoft HCM Production System	30% of Exhibit B-2, Section 3.1 (A+B+C)
PeopleSoft ELM Production System	30% of Exhibit B-2, Section 3.1 (A+B+C)

6.3 MONITORING

Monitoring of System Availability Performance will be a part of the production environment and as such, subject to all change standards and Documentation requirements. Contractor reserves the right to modify monitoring tools, techniques, procedures, vendors, and support services in its sole discretion. County may view, at its discretion, PeopleSoft Application Software batch performance using the delivered PeopleSoft Process Monitor. The HP Mercury Business Process Monitoring solution may be used to monitor from the County's location subject to additional fees per Exhibit B-2.

6.4 SERVICE CREDITS

Contractor will notify County of eligibility for a Service Credit due to System Availability Performance and process the Service Credit on the County's next regular monthly billing statement for Hosting Services. Any credit in excess of the amount due by County to Contractor for Hosting Services provided under this Agreement will promptly be credited to County's account.

6.5 TERMINATION OPTIONS FOR CHRONIC PROBLEMS

(A) FOR SYSTEM AVAILABILITY PERFORMANCE LESS THAN 99%

In addition to any other termination options or remedies set forth in the Agreement, County may terminate the Agreement (in whole or as to Hosting Services, as County elects) for cause and without payment of a Termination Fee by notifying Contractor within five (5) days following the end of a calendar month in the event County experiences at least three (3) consecutive months of System Availability Performance less than 99% per month, or a total of five (5) months of System Availability Performance less than 99% in any calendar year, or an annual average of less than 99% in any calendar year. Such termination will be effective thirty (30) days after receipt of such notice by Contractor.

(B) FOR OLTP PERFORMANCE LESS THAN 99%

County may terminate the Agreement (in whole or as to Hosting Services, as County elects) for cause and without payment of a Termination Fee by notifying Contractor within five (5) days following the end of a calendar month in the event County experiences at least three (3) consecutive months of baseline OLTP performance at the Contractor Point of Demarcation below 99% of the measure established under Section 6.6 of this Agreement. Such termination will be effective thirty (30) days after receipt of such notice by Contractor.

6.6 ONLINE TRANSACTION PROCESSING (OLTP) PERFORMANCE

For PeopleSoft FMS, Portal, HCM and ELM applications, Contractor will provide an OLTP performance metric. After pre-production acceptance testing is completed, and before production cutover occurs, Contractor and County will define a set of transactions consisting of up to a target of ten (10) individual steps consisting of the appropriate transaction workflow that accurately reflects the Countys OLTP environment. The reference set of transactions is intended to include a representation of read only business transactions performed by County in the ordinary course of business. There will be one reference set of transactions for each production Application Database. The representation of business transactions will be benchmarked after the County production Go-Live Date and thereafter whenever a main component of the hardware or software infrastructure changes.

The OLTP performance will first be determined based on what the County end user will experience. Next, this OLTP performance will be divided into two (2) components: (1) the OLTP performance at the Contractor Point of Demarcation which is the responsibility of Contractor to measure; and (2) the OLTP performance at the County's premises, which is the County's responsibility to measure. OLTP is measured from 0600 to 2300 Eastern Time seven (7) days a week but excluding Scheduled Maintenance periods, and will be monitored and measured in five (5)-minute intervals. Contractor will take the necessary measures to support the OLTP performance at the Contractor Point of Demarcation, established under this section. County will take the necessary measures to reasonably support the OLTP performance at the County's premises, established under this section.

County and Contractor agree that unplanned actions of the County and Contractor in the use of the application may impact OLTP performance. Contractor is not responsible for any deterioration of OLTP performance attributable to external interfacing executed during PHO or to latencies in the public Internet or other communications circuits outside the Point of Demarcation. County also agrees that vendor-provided code errors in the Application Software and its architecture, or the technology stack, may cause adverse impacts to OLTP and that Contractor is not responsible for OLTP performance issues as a result.

(A) Contractor warrants that 98% of the OLTP reference set transactions within the Contractor Point of Demarcation will remain within 20% of the accepted baseline performance metric during the times specified in Section 6.6 above, excluding the System Stabilization Period. For any month in which the OLTP performance measure equates to less than 98%, and which is due to Contractor infrastructure or data center issues within the reasonable control of Contractor, Contractor will issue a Service Credit of two percent (2%) of the Monthly Base Hosting Fee for each percentage point below the 98% level.

6.7 BATCH PROCESSING PERFORMANCE

County will establish the "normal" batch schedule with Contractor assistance prior to production status. County may elect to be notified by a mutually agreed upon messaging technology mobile device if any time a batch process starts, completes, or fails during a production run. Contractor will work with the County to coordinate setting batch processing priorities and available resources in order to optimize OLTP performance. Contractor commits that it will do everything within its control to enable payroll cycles and other time-critical processes to complete within the parameters of the County's business needs. County and Contractor will jointly partner to set batch schedule.

7. MEASUREMENTS AND REPORTS

7.1 SERVICE MEASUREMENTS

The basic measure of availability will be the correct operation of the system level components for each production Application Database. The availability measurement is based on the successful completion of the pre-defined set of business transactions executed against each production Application Database at fixed intervals. Each successful business transaction execution will test the availability of the following core components

- Hardware System Availability;
- System Connectivity Availability;
- Communication Protocol Delivery;
- Network Reliability and Performance;
- Operating System Availability;
- Database Access Availability;
- Application OLTP Functionality and Access Availability; and
- OLTP Performance.

7.2 APPEALS TO MEASUREMENT REPORTS

Measurement reports will be made available to the County by Contractor continuously via the web portal. Contractor will send SLA summary and Back-Up detail reports via e-mail to the County by the seventh (7th) day of each month. Available reports will include a report detailing Contractor's performance under this SLA for the prior calendar month.

If the County disagrees with a measurement report it may file an appeal of the measurement report in accordance with the dispute resolution procedures set forth in Article 13 of the Agreement.

8. MAINTENANCE UPDATES & UPGRADES

Contractor will provide the Hosting Services described in this Section 8 for all Application Software for which County has a current software and maintenance support contract with the applicable licensor of the Application Software or other authorized entity.

8.1 MAINTENANCE & REQUIRED APPLICATION UPDATES

Maintenance Updates are Application Software vendor-supplied patches that include objects, data and code used to update the hosted Application Software release and are included in the ASLMA. Examples include technology and application patches, government, regulatory and tax requirements. Application of any Maintenance Update to any environment is initiated by a service desk request by the County. Acceptance testing signoff by County is required prior to any move to production. The first application of a Maintenance Update to any database instance is at no charge to the County; subsequent reapplication of these due solely to County action or request is charged at the hourly Level-1 fee specified in Exhibit B-2. PeopleSoft EPM data/ETL map loads are a County responsibility. Contractor can perform these tasks but it will be charged to County at the hourly Level-1 fee specified in Exhibit B-2.

8.2 MAINTENANCE RELEASES

Maintenance Releases are minor version changes of the Application Software. Application of the Maintenance Releases is included in the Hosting Services up to a maximum of one such annually per Application Database or Data Warehouse Database based on Effective Date and start of the update. Examples include PeopleTools updates for PeopleSoft applications (PeopleTools 8.52 to 8.53) and Hyperion Release updates (11.1.1.3 to 11.1.1.4). These items are requested by the County and scheduled after consultation with County. Acceptance testing signoff by County is required prior to any move to production. The first execution of these types of changes in this Section for any Application Database or Data Warehouse Database including production as well as supporting non-production database instances is at no charge to the County; subsequent reapplication of these due solely to County action or request is charged at the hourly Level-1 fee specified in Exhibit B-2. System Stabilization Period will apply after these go live in production.

8.3 APPLICATION SOFTWARE UPGRADES (OPTIONAL SERVICE THAT MAY BE PURCHASED SEPARATELY IF COUNTY ELECTS. THIS SERVICE IS NOT INCLUDED IN THE SLA.)

Application Software Upgrade Releases are new releases of the Application Software by the Application Software vendor that may be applied to improve system functionality and maintain Application Software vendor support and maintenance. Application Upgrade Releases may have a substantial effect on the hosted application (for example, Hyperion 11.1.1.3 to 11.1.2.1 or PeopleSoft 9.1 to 9.2). County may elect, for an additional fee, to implement an Upgrade Release and/or include functionality that is not part of the currently hosted release of the Application Software, as delivered by the Application Software vendor. Contractor and County will negotiate the fees involved for any Application Software Upgrade Release required or requested by the County. A separate Statement of Work (SOW) will be prepared delineating the upgrade activities to be provided by Contractor, plus any additional for-fee services requested by the County. The County understands that the execution of an Application Software Upgrade Release will require extensive testing and County agrees to provide the necessary resources requested by Contractor to support the testing process. System Stabilization Period will apply only to affected Application environment after the Application Software Upgrade Release goes live in production.

8.4 CCI TECHNOLOGY UPGRADES

CCI Technology Upgrades are upgrades to the server software, Database software, Server hardware, or other architecture components that are required for Contractor to host County's Application Software. These upgrades are required to keep on supported release combinations and to keep hardware and architecture running optimally. All CCI Technology Upgrades will be scheduled following the mutually agreed-upon change control process and County and Contractor agree to fully cooperate on CCI Technology Upgrade initiatives.

9. TWO-TIER ("2-TIER") DEVELOPMENT AND FILE TRANSFER PROTOCOL (FTP) ACCESS

(A) 2-TIER DEVELOPMENT AND FTP ACCESS

Two-tier development access is available on a per-seat basis to named developers (Special Users). The County may request this access to develop Queries, nVision reports, SQRs, and make PeopleTools modifications to the application. The monthly fee for additional 2-tier accounts above the allocation in Exhibit A-2 is specified in Exhibit B-2.

(B) SPECIAL USER ACCESS REQUIREMENTS

Each Special User will be identified to Contractor and will be assigned a unique ID and password granting Special Access. Special Access shall not be transferable. Each Special User must successfully complete PeopleSoft's applicable training courses to be eligible for Special Access, or County must assure that such access is provided only to qualified individuals.

(C) PROCESS FOR MOVING OBJECT TO PRODUCTION

The Special Users will follow the following procedure: The Special User will develop and test the customized code as desired in the development database. After testing, the Special User may move the Object(s) to Test and then submit a service desk request to Contractor to move the Object(s) to Production. Contractor may, at its option, review any SQL coding in the Object(s) to determine if it is optimized for the database platform. If necessary, Contractor will make modifications and ask the Special User to retest the Object. Once the Special User has retested to determine that the Object works as the Special User intended and approved the modifications and Contractor is satisfied that the Object is in optimized form and if applicable, the number of rows to be inserted, deleted or updated matches the request, Contractor will move the Object to production, provided all other Change Control processes have been complied with, including approval by County's authorized representative as evidenced by submission of service desk ticket.

(D) CONTRACTOR AND COUNTY RESPONSIBILITIES

Special User must obtain appropriate approval through County's change control process prior to making a promotion request to Contractor, Contractor is not responsible for ensuring that the Object works as the Special User or County intended. County agrees that no request for Objects to be migrated will be made without written approval by the County's authorized representative. County agrees to waive Service Credits to the extent such Service Credits result directly from the Object requested to be implemented by County pursuant to the change control process.

(E) COUNTY ACCESS TO DEVELOPMENT DATABASE

If County requests Special User Access to the development database for the purpose of modifying code, County agrees that such access and any subsequent request to test and move County modified code to Production may change the pricing provided in Exhibit B-2 and may require changes to this SLA. Further, County will identify changes to this SLA arising from this request. All pricing and changes to this SLA must be agreed to by the parties, in writing, prior to commencement of work by Contractor. The resulting agreement will be an addendum to this Appendix A.

10. DATABASE SUPPORT

Contractor provides the following database instances as part of the base Hosting Services. A complete set of the described instances is supplied for each Application Software pillar. County's 2-tier access to any of these database Environments requires exercise of the 2-Tier access option as listed in Exhibit B-2.

Contractor requires that County use only the Application Software modules that they have licensed through Application Software vendor or are otherwise permitted to use by Application Software vendor via written correspondence between Application Software vendor and the County. Under no circumstances should County turn on a module in a non-demo database that is not licensed directly between the County and Application Software vendor as well as listed in Exhibit H.

Contractor permits County to turn on Application Software modules via the installation table in their demo databases for testing purposes. All modules turned on for testing purposes must be licensed directly between the County and Application Software vendor, or as otherwise permitted by Application Software vendor via written correspondence between Application Software vendor and County.

County is responsible for a periodic audit to ensure compliance with their Application Software license and must notify Contractor within five (5) business days if County becomes aware that it is not in compliance either with the Application Software vendor or with the Agreement per the hosted application pillars and modules listed in Exhibit H.

10.1 PRODUCTION DATABASE INSTANCE

The production database contains the application code, business rules, and County specific data used in the day-to-day operation of the County. Servicing, administrating, and maintaining the performance of the production database takes precedence over any other non-production databases. Contractor will provide and maintain a high availability production environment using Oracle Real Application Clusters (RAC) as listed in Exhibit H.

10.2 NON-PRODUCTION DATABASES

10.2.1 PeopleSoft Non-Production Databases

In addition to the Production Database Instance Contractor will deliver eight (8) environments prior to production Go-Live and five (5) database instances, plus disaster recovery, after the production Go-Live for each PeopleSoft Application as follows. One database refresh is included each month for each of the non-demo instances. Additional database refreshes will be performed when requested at the Level-1 rates as specified in Exhibit B-2. Databases that require nightly or weekly refreshes will incur additional fees.

(A) DEMO DATABASE INSTANCE (DMO)

This database will be available to County if delivered by the Application Software vendor. It includes the base install of the Application Software application with the current updates applied. Demo should be kept in a pristine state and is not be used for development or other activities where custom setup and/or customizations are required. No changes should be made to the objects in the database or the PS_HOME. County may configure demo for testing of delivered functionality.

(B) DEVELOPMENT DATABASE INSTANCE (DEV)

The Development (DEV) database is where initial modification or development of application objects is performed. The County development team should develop and unit test any proposed changes in the Test Database using the Development Instance and approved change control procedures, including approval by County's authorized representative. Contractor will refresh the database upon completion of a test cycle as requested by County.

(C) TEST DATABASE INSTANCE (TST)

The County development team will test any proposed changes to the Production Database using the Test Instance (TST) and approved Change Control procedures, including approval by County's authorized representative. Contractor will refresh the database upon completion of a test cycle as requested by County.

(D) INTEGRATION TEST DATABASE INSTANCE (INT)

The County development team will test any proposed changes to the Production Database using the Integration Test Instance (INT) and approved change control

procedures, including approval by County's authorized representative. Contractor will refresh the database upon completion of a test cycle as requested by County.

(E) QA TEST DATABASE INSTANCE (QAT)

The County development team will test any proposed changes to the Production Database using the QA Test Instance (QAT) and approved change control procedures, including approval by County's authorized representative. Contractor will refresh the database upon completion of a test cycle as requested by County.

(F) DISASTER RECOVERY INSTANCE

Contractor will provide a disaster recovery database instance as of the production Go-Live date for each application pillar that has disaster recovery services as outlined in Section 3.5 above.

(G) OTHER DATABASE INSTANCES

Contractor will provide County with three (3) additional non-production database instances to be used to assist with other activities including training for each application. The specific usage of these additional environments will be determined by the County's authorized representative. These three (3) databases will be decommissioned after the Go-Live date for each application pillar.

10.2.2 Business Intelligence ("BI") Non-Production Databases

In addition to the Production BI Database Instances for Hyperion and OBIEE/OBIA Contractor will deliver one (1) standard database instances as follows. One database refresh is included each month. Additional database refreshes will be performed when requested at the Level-1 rates as specified in Exhibit B-2. Databases that require nightly or weekly refreshes will incur additional fees.

(A) TEST DATABASE INSTANCE

The County development team will develop and test any proposed changes to the Production BI Database using the Test Instance (TST) and approved change control procedures, including approval by County's authorized representative. Contractor will refresh the database upon completion of a test cycle as requested by County.

10.2.3 iNovah Non-Production Databases

In addition to the Production iNovah Database Instances, Contractor will deliver one (1) standard database instance as follows. One database refresh is included each month. Additional database refreshes will be performed when requested at the Level-1 rates as specified in Exhibit B-2. Databases that require nightly or weekly refreshes will incur additional fees.

(A) TEST DATABASE INSTANCE

The County development team will develop and test any proposed changes to the Production iNovah Database using the Test Instance (TST) and approved change control procedures, including approval by County's authorized representative. Contractor will refresh the database upon completion of a test cycle as requested by County.

(B) QA DATABASE INSTANCE

The County development team will test any proposed changes to the Production iNovah Database using the QA Test Instance (QAT) and approved change control procedures, including approval by County's authorized representative. Contractor will refresh the database upon completion of a test cycle as requested by County.

SUMMARY TABLE OF DATABASE INSTANCES BY APPLICATION AND STAGE

	DMO (Demo)	DEV (Development)	TST (Test)	TRN (Training)	INT (Integration Test)	QAT (Quality Assurance)	CNV (Conversion Testing)	XXX (Cycle Test)	PRD (Production)	DR (Disaster Recovery)
PeopleSoft Applications:										
Financials	X	X	X	X	X	I	I	I	X	X
Portal	X	X	X	X	X	I	I	I	X	X
HCM	X	X	X	X	X	I	I	I	X	X
ELM	X	X	X	X	X	I	I	I	X	X
Non-PeopleSoft Applications:										
UPK									X	
Hyperion			X						X	X
OBIEE & OBIA			X						X	X
Oracle Secure Enterprise Search									X	
iNovah (optional hosting scope)			X			X			X	

Key:

X – Indicates environment will be provided both prior and after the production Go-Live

I – Indicates environment will be provided only prior to the production Go-Live

10.3 OTHER / ADDITIONAL NON-PRODUCTION DATABASES (OPTIONAL)

Additional databases to be used for the purpose of training, “sandbox” development, reporting, archival or any other need will be provided on request with notice to Contractor, at a monthly fee as indicated in Exhibit B-2. Databases that require nightly or weekly refreshes will incur additional fees.

10.4 ARCHIVE DATABASES (OPTIONAL)

Archive instance is an environment hosted by Contractor for the purpose of providing legacy/view only data. This environment will run on non-production hardware with no redundancy. All appropriate security must be implemented to preserve and protect the integrity of the data contained within the Archive. Additional databases to be used for the purpose of archive will be provided on request by County with notice to Contractor, at an additional monthly fee determined based on requested scope. The same level of security must be maintained for the Archive database as is in place for the production database.

11. INTEGRATION TECHNOLOGIES

Contractor will support the County's use of third party or Oracle integration technologies, including interface capability using SFTP, SXML and PGP over FTP. The County understands that real time integration technologies place additional loads and performance demands on the production and non-production hosted components including but not limited to the database, application, web and network tiers. Newly introduced third party integration technologies could create performance impacts on the Contractor's hosted components, thus require a Contractor assessment in advance of the County placing service oriented architecture integration into a production state. As the result of this assessment, Contractor reserves the right to re-architect its hosted solution with resultant changes as needed to conform to its contracted SLA.

12. ORACLE DATABASE CONNECTIONS

Additional hosting fees may apply for these Hosting Services as specified in Exhibit B. These Hosting Services provide for the following support for Oracle Database connections between the Contractor hosted Application Software databases and County-hosted databases:

- Only direct Oracle DB-to-DB connections will be allowed. These connections are not intended to be used for general County employees to be able to access the DB across the network.
- All access to the Hosted Oracle databases must be done over a VPN or private point-to-point WAN link. No Internet access to the hosted databases will be permitted.
- To provide a secure Oracle DB Environment, Contractor will continue to keep the Oracle client software at the latest secure Oracle release and Patch level. In the event a County does not want to Patch their Oracle client software, Contractor reserves the right to perform a risk analysis and shut down the Oracle DB link access if deemed necessary and shall notify County in writing prior to shut down.
- County is responsible for ensuring security to prevent unauthorized access on their database which will have direct DB access to the hosted database at Contractor. Contractor is also responsible for ensuring security to prevent unauthorized access on their database which may have direct DB access to County databases.

13. ORACLE SECURE ENTERPRISE SEARCH (SES)

The Production instance of SES is included in the County's Hosting Services. Additional hosting fees apply if additional SES environments are required, as detailed in Exhibit B-2. These services provide the County the ability to search menu and data in context within the PeopleSoft applications:

- One Production install will be shared by all Production pillars;
- County will have access to the search administrator and search developer roles within the PeopleSoft toolset;
- County is responsible for creating and maintaining search indexes;
- No disaster recovery, load balancing or high availability is provided for this application (the indexes would be rebuilt);
- No System Availability or System Performance SLA metric is applicable for the Oracle SES environment; and
- Back-Ups are not performed on the SES environment.

14. SPLUNK AUDIT LOG SUPPORT

For an additional fee per Exhibit B-2, Section 3.15, Contractor will provide reports for log data from dedicated County applications and devices hosted at Contractor through Contractor's Splunk auditing service. Contractor can provide access in the form of audit reports or via log forwarding through Splunk ("the heavy forwarder option").

15. INOVAH PROCESSING SERVER

For an additional fee per Exhibit B-2, Contractor will host the iNovah application for County, to be used for credit card processing transmission.

EXHIBIT H

APPLICATION SOFTWARE AND TECHNOLOGY SOFTWARE

The following applications and modules license(s) will be provided by County and hosted under this Agreement:

- **PeopleSoft Financials (FSM & SCM modules) Application to be hosted with the following:**
Modules: General Ledger, Commitment Control, Accounts Receivable, Billing, eBill Payment, Accounts Payable, Expenses, Grants, Project Costing, Contracts, Purchasing, eProcurement, eSupplier Connection, Asset Management / IT Asset Management, Cash Management, Inventory, Strategic Sourcing, Supplier Contract Management
Current Application Version: 9.2
Current PeopleTools Version: 8.53.xx
- **PeopleSoft Human Capital Management (HCM) Application to be hosted with the following:**
Modules: Benefits Administration, Base Benefits, Payroll for North America, Absence Management, Time and Labor, Human Resources, Succession Planning, ePay, eProfile, eBenefits, ePerformance, eDevelopment, eCompensation
Current Application Version: 9.2
Current PeopleTools Version: 8.53.xx
- **PeopleSoft Enterprise Learning Management (ELM) Application to be hosted with the following:**
Modules: Enterprise Learning Management
Current Application Version: 9.2
Current PeopleTools Version: 8.53.xx
- **PeopleSoft Portal (a/k/a Interaction Hub) Application to be hosted with the following:**
Modules: Portal Packs including Financials, ESA, HCM, Supply Chain
Current Application Version: 9.2
Current PeopleTools Version 8.53.xx
- **Oracle Secure Enterprise Search (SES)**
 - 1 Instance included for Production
 - Used by PeopleSoft Financials, HCM, ELM, Portal Applications
- **User Productivity Kit (UPK) Professional**
- **Oracle Hyperion Application and Essbase to be hosted with the following:**

Modules: Planning Plus (CAFR), Financial Data Quality Management, Financial Data Quality Management Adapter Suite, Public Sector Planning & Budgeting (Fin, HCM)
Current Application Version: 11.x.x.x

Licensing: Enterprise licensing

Contractor will notify County if additional technical licenses may be required to support an increase in hosting capacity for Hyperion components.

- Oracle Business Intelligence Enterprise Edition (OBIEE) and Oracle Business Intelligence Analytic (OBIA) Application to be hosted with the following:
Analytic Modules: Financials, Projects, Procurement, HCM, Contracts, Scorecard, Performance Mgmt
Current Application Version: 11.x.x.x
Licensing: 320 Named Users for Business Intelligence Foundation Suite and Data Integrator and Application Adaptor for Data Integration
Contractor will notify County if additional technical licenses may be required to support an increase in hosting capacity for OBIEE and OBIA components.
- iNovah

Contractor is utilizing the following applications and technology in delivery of Services under this Agreement:

- Service Desk and Incident Tracking software
- Monitoring software for availability and performance service levels
- Microsoft Office for use on terminal servers
- FTP and PGP software
- Network Infrastructure (including core, edge, firewall and IDS/IDP devices)
- SEIM / Log Management software
- Infrastructure licensing
 - Operating Systems – Oracle Enterprise Linux and Windows Server
 - Virtual Machines
 - Antivirus (at the Windows OS layer only)
 - Network Logging
 - COBOL
 - Enterprise Storage
- Database licensing
 - Oracle Enterprise Database
 - Oracle Enterprise Database Packs
 - Diagnostics Pack
 - Tuning Pack
 - Configuration Management Pack
 - Provisioning Pack
 - Oracle Real Application Clusters (For use in PRD)
Microsoft SQL Server Database licensing