



**OFFICE OF THE PURCHASING AGENT  
COUNTY OF COOK**  
118 NORTH CLARK ST. ROOM 1018  
CHICAGO, ILLINOIS 60602-1375  
(312) 603-5370

THIS PURCHASE ORDER NUMBER  
MUST APPEAR ON ALL PACKAGES,  
INVOICES, SHIPPING PAPERS AND  
DROP SHIPMENTS.

PURCHASE ORDERED ISSUED TO  
781121

DATE  
6/30/2009  
F.O.B. POINT

**PURCHASE ORDER NO.**  
**167864 - 000- OP**  
**REQUISITION NO.**  
00086320 OC

ACS Healthcare Solutions  
5225 Auto Club Dr  
Dearborn MI 48126

**COOK COUNTY FEIN: 36-6006541**  
**ILLINOIS SALES TAX EXEMPT: E-9998-2013-04**  
**FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K**

**SHIP TO** John H Stroger Jr Hosp Rec Dock 1  
John H Stroger Jr Hosp- Rec Dock 1  
1901 W Harrison  
Chicago IL 60612

**DELIVERY INSTRUCTIONS**  
Mr. William Foley, CCHHS 312  
864 6824

DEPT NO	Page 1 of 1
8900538	

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	ERP INSTALLATION FOR LAWSON SY ERP IMPLEMENTATION PROJECT SYSTEM AS PER CONTRACT 09-41-222 AUTHORIZED BY THE CCHHS SYSTEM BOARD 06/26/2009 CONTRACT PERIOD: 07/01/2009 THROUGH 06/30/2014 AMOUNT AUTHORIZED \$33,991,488.00 AMOUNT ENCUMBERED THIS P.O. \$12,281,413.00 BALANCE TO FOLLOW ON SEPARATE P.O. REQ#08900001	.00 LO	.0000	12,281,413.00	8900538.520840
***** Total Order *****				12,281,413.00	

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

<p><b>RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)</b></p> <p>I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.</p> <p>Authorized Signature: _____ Date: _____</p>	<p>I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.</p> <p><b>PURCHASING AGENT</b> Date: _____</p> <p><i>Trish Foley</i> 6-30-09</p>
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# Purchase Requisition

Office of the Purchasing Agent  
Cook County of Illinois



Purchase Order Number  
**167864**

Requisition # **OC 86320** Contract # **09-41-222** Open Date

Ship To: **1200 Bureau of Health Services** Delivery Instructions: **Mr. William Foley, CCHHS 312 864 6824** Supplier: **781121 ACS Healthcare Solutions 5225 Auto Club Dr Dearborn MI 48126**

Buyer Number **724150 Supervisor 40** Bid/Sole Src Code **SSV 8900538** Business Unit **8900538** Internal Req Number **08900001** Board Apr Date & Item **6/29/2009** Requisition Date **6/29/2009** Date Needed **6/29/2009** Expiration Date \_\_\_\_\_ Emergency No. \_\_\_\_\_

One Time Purchase  Yes  No Covers Need for \_\_\_\_\_ months. Specific Period of time \_\_\_\_\_ thru \_\_\_\_\_ Prior Contract No. \_\_\_\_\_

Line #	Commodity Description	Bal. on Hand	Quantity	UOM	Est. Unit Cost	Extended Cost	Business Unit and Object Account
1.000	961 ERP INSTALLATION FOR LAWSON SY	<	>	LO	.0000	8900538.520840	

STAFF SERVICES FOR CCHHS ERP IMPLEMENTATION PROJECT SYSTEM.  
APPROVED BY THE CCHHS SYSTEM BOARD ON JUNE 26, 2009  
CONTRACT PERIOD: JULY 1, 2009 THRU JUNE 30, 2014  
TOTAL CONTRACT FOR \$33,991,488  
ENCUMBER FOR FIRST YEAR OF THE PROJECT FOR FY 2010 \$12,281,413.00  
ENCUMBER FOR SECOND YEAR OF THE PROJECT FOR FY 2011 \$9,006,328.00  
ENCUMBER FOR THIRD YEAR OF THE PROJECT FOR FY 2012 \$7,769,549.00  
ENCUMBER FOR FOURTH YEAR OF THE PROJECT FOR FY 2013 \$2,468,715.00  
ENCUMBER FOR FIFTH YEAR OF THE PROJECT FOR FY 2014 \$2,465,483.00

**RECEIVED**  
**OFFICE OF THE PURCHASING AGENT**  
Name: John King Date: 6/30/09  
Removed By: [Signature] Date: 6/30/09  
Please return these documents to The Office of the Purchasing Agent

12,281,413

### CERTIFICATION

I hereby certify that the items and/or services above are necessary to this department (or institution) and that the dept. no., account & activity numbers indicated above accurately reflect the specific line item budget appropriation approved by the Board of County Commissioners and there is a sufficient unencumbered balance in the account to grant same.

CCA

APPROVED BUDGETARY ACCOUNT

PURCHASING USE ONLY

  
Requestor: John King Date: 6/29/09  
Requestor Title: Requestor  
Requestor Department: Bureau of Department

ACCT # \_\_\_\_\_ DATE \_\_\_\_\_ BY \_\_\_\_\_



# PURCHASE REQUISITION

OFFICE OF THE PURCHASING AGENT

Page 1 of 1  
Attachments? 0

DOCUMENT TYPE OR P.O. NUMBER         

STOREROOM NO.	EMERGENCY NO.	BUYER #	DEPT #	BUDGET AC #	BUSINESS UNIT	EXPENSES AC #	OPEN DATE	INTERNAL REQ. #	SYSTEM REQ. #	DATE
				521060	8900535	531310		08900001		6/26/2009

DELIVER TO: Mr. William Foley  
 1900 W. Polk St.  
 Chicago, IL 60612-3785

DEPARTMENT: Health & Hospitals System

DAVID BYWATER  
 ACS Healthcare Solutions  
 5225 Auto Club Drive  
 Dearborn, MI 48126

PHONE #: 248-386-8300

7/8/12/

ATTENTION: Mr. William Foley

TELEPHONE NO. 312-864-6824

HOSPITAL ACCT. NO. 890-260

PHONE #: 248-386-8300

BID  ONE-TIME? Y  N  X

SOLE SOURCE  COVERS NEED FOR 60 MONTHS

BOARD OK DATE TO BID/ENTER INTO CONTRACT AND AGENDA ITEM NO. DATE NEEDED: A.S.A.P.

FEIN #: 38-2550455

SPECIFIC PERIOD OF TIME: July 1, 2009 thru June 3, 2014

PRIOR CONTRACT NO. \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_

NAME AND ADDRESS \_\_\_\_\_

COMMODITY CODE	FULL DESCRIPTION OF NEED	BALANCE ON HAND	UNIT OF MEAS.	QUANTITY	ESTIMATED UNIT COST	ESTIMATED EXTENDED COST
	Staff Services for EPR Installations For Lawson System					<del>33,991,488.00</del>
	2009 Fiscal Impact	10,000,000				12.281.413
	2010	13,000,000				
	2011	9,000,000				
	2012	10,944,048				
	2013	7,769,549				
	2014	2,468,715				
		2,465,483				

CERTIFICATE OF NECESSITY

CCA

HOSPITAL FINANCE DEPT. APPROVAL

TOTAL \$ 33,991,488.00

APPROVED BUDGETARY ACCOUNT BY DEPT. OF BUDGET & MGT. SVS. 6/29/09

HEREBY CERTIFY THAT THE ITEMS AND/OR SERVICES LISTED ABOVE ARE NECESSARY IN THIS DEPARTMENT (OR INSTITUTION) AND THAT THEY ARE FOR PURPOSES FOR WHICH AN APPROPRIATION WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AND THAT THERE IS A SUFFICIENT UNENCUMBERED BALANCE TO GRANT SAME.

REQUISITIONER: [Signature] BUREAU OR DEPARTMENT HEAD: [Signature]

ACCT. # \_\_\_\_\_ DATE \_\_\_\_\_ BY \_\_\_\_\_

09 JUN 29 AM 11:28

VENDOR RECEIVED NAME AND ADDRESS THE PURCHASING AGENT

PHONE # \_\_\_\_\_ FEIN # \_\_\_\_\_ PURCHASING USE ONLY

4			197,407	40,000	132,650
3			148,056	30,000	99,488
2			98,704	20,000	66,325
1			49,352	10,000	33,163
* Includes software, interest, equipment, maintenance, real estate, and profit					
** Includes software, interest, equipment, and maintenance amounts					

Real Estate Lease Costs are estimates only. Contractor shall invoice for the actual cost of the charge incurred as a result of the termination.

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## 11. Payment Schedule

ACS has prepared a projected payment schedule table which is being presented for illustrative purposes only.

**TABLE 11**

Services:	¶	Year 1	Year 2	Year 3	Year 4	Year 5	Total:
Software License	One time Fixed	\$3,617,778					\$3,617,778
Hardware	One time Fixed	\$459,444					\$459,444
Software Maintenance	Monthly	\$582,222	\$582,222	\$582,222	\$582,222	\$582,222	\$2,911,110
Hardware Maintenance	Monthly	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$50,000
Hosting Fees	Monthly	\$221,319	\$231,566	\$229,057	\$239,123	\$235,891	\$1,156,956
Implementation Consulting Fees*	Monthly Estimated	\$6,270,400	\$6,294,400	\$4,902,400	\$0	\$0	\$17,467,200
Post-live Consulting Fees*	Monthly Estimated	\$188,000	\$846,000	\$1,175,000	\$1,410,000	\$1,410,000	\$5,029,000
Reimbursable Expenses*	Monthly Estimated	\$932,250	\$1,042,140	\$870,870	\$227,370	\$227,370	\$3,300,000
<b>Total</b>		<b>\$12,281,413</b>	<b>\$9,006,328</b>	<b>\$7,769,549</b>	<b>\$2,468,715</b>	<b>\$2,465,483</b>	<b>\$33,991,488</b>

\* Implementation Consulting Fees, Post-Live Consulting Fees and Reimbursable Expenses are estimates only.



## CCHHS ERP Implementation Project Synopsis

June 19, 2009

ACS HCS will provide:

- Lawson ERP software and required hardware (and hardware and software maintenance)
- Implementation consulting services too implement the Lawson ERP software and related operational workflow and process changes (finance, accounting, supply chain, payroll, HR, management information)
- Hosting services for the ERP system during implementation and optimization (5 years)
- Post “go-live” consulting services to work with CCHHS managers after each application goes live to successfully integrate the system into CCHHS operations and optimize its use as a management tool
- Project management services; reporting services to keep CCHHS management informed of project status, progress, issues, and mitigation actions every two weeks
- The project will be conducted over a 5-year period with implementation and initial support being completed in the first three years, and post go-live consulting concentrated in years 4 and 5
- The projected costs of the project are delineated in the following table:

	Fixed Costs	Projected Costs	Totals
Software	\$3,617,778		\$3,617,778
Hardware	459,444		459,444
Software Maintenance	2,911,110		2,911,110
Hardware Maintenance	50,000		50,000
Hosting	1,156,956		1,156,956
Implementation Consulting		\$17,467,200	17,467,200
Post Go-Live Consulting	5,029,000		5,029,000
Reimbursable Expenses	3,300,000		3,300,000
Totals	\$16,524,288	\$17,467,200	\$33,991,488

- ACS HCS will delay payment for the first year’s accrued costs, fees and expenses until June 15, 2010.
- During years 2 and 3 (remaining implementation period), fees and expenses for implementation consulting services will be invoiced on a time and materials basis each

1-10-09

COOK COUNTY HEALTH AND HOSPITALS SYSTEM  
Request to Enter Into & Execute Contract

**Date:** June 22, 2009

**Sponsor:** Pitt R. Calkin  
Chief Financial Officer

**Operating Unit:** Cook County Health & Hospitals System

**Description of Services:** ACS Corporation (P.O. Box 201322 Dallas, TX 75320) for the provision of acquisition and implementation of the Lawson ERP System.

**Justification:** ACS HCS will provide the resources and expertise to implement the Lawson Enterprise Resource Planning Suite. This solution will support the human resources, payroll, finance and supply chain functions at CCHHS and will create an interface for financial requirements to the County-based JD Edwards system of applications.

**Cost of Contract And Terms:** Five (5) year Contract in the amount of **\$33,991,488.00** to commence upon approval, execution and implementation of the contract.

**Budget Info:** 890/260

**Signatures:**

CCHHS CFO

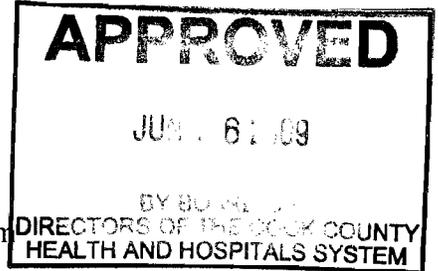
Pitt Calkin / JSC 6/23/09

CCHHS Director of Purchasing

Carlie D. Jeffrey

CCHHS COO

\_\_\_\_\_



PO's and Req's totaled at a

LOD 5

Fund	Dpt	Or	Order	Original	GL	Address	Description	Line	Cost	Obj	Amount	Budget Object
	Grp	Ty	Number	Order No	Date	Number		Number	Center	Acct	Open	Account
01200	890	OC	85890		6/1/2009	812470	Navigant Consulting Inc	1.000	8900538	520840	1,415,000.00	520830
01200	890	OC	85890		6/1/2009	812470	Navigant Consulting Inc	2.000	8900538	520840	212,250.00	520830
01200	890	OP	167864	00086320	6/30/2009	781121	ACS Healthcare Solutions	1.000	8900538	520840	12,281,413.00	520830
01200	890	OR	86327		6/29/2009	810053	Koetting, Mike	1.000	8900538	520840	24,600.00	520830
01200	890	OP	165810	00083554	2/9/2009	781121	ACS Healthcare Solutions	1.000	8900538	520840	866,553.17	520830
01200	890	OP	165810		5/19/2009	781121	ACS Healthcare Solutions	2.000	8900538	520840	1,869,256.93	520830
01200	890	OP	166043	00083609	2/26/2009	96604	QuadrMed Corp	1.000	8900538	520840	146,664.00	520830
01200	890	OP	167401	00085654	5/26/2009	810939	Jackson Webash	1.000	8900538	520840	3,216.00	520830
01200	890	OP	167527	00084960	6/3/2009	807495	Graves, Laura	1.000	8900538	520840	22,400.00	520830
01200	890	OP	167528	00084961	6/3/2009	808945	Scott-Turkovich, Dana A	1.000	8900538	520840	27,600.00	520830
01200	890	OP	167676	00085688	6/10/2009	802899	Gomez, David & Associates	1.000	8900538	520840	58,166.66	520830
01200	890	OP	167677	00085689	6/10/2009	808521	Quick Leonard Kiefer Internati	1.000	8900538	520840	120,833.35	520830
01200	890	OP	167678	00085686	6/10/2009	812261	Integrated Clinical Solutions	1.000	8900538	520840	450,000.00	520830
01200	890	OC	86099		6/15/2009	445279	Raba, John M	1.000	8900538	521060	81,500.00	521050
Budget Account Total											17,497,953.11	
Department Total											17,579,453.11	
Fund Total											17,579,453.11	

Business Unit		Departments Grouped by Business Unit and Accounts										
Business Unit	Description	Original Appropriation	Appropriation As Adjusted	Expenditures	Encumbrances	Total Expend Encumbrances	% of Expend. Adj. Approp.	Unencumbered/Pre-Encumbrances Balance	Total Expend Enc & Pre-Enc	% of Expend. Adj. Approp.	Unencumbered Balance	
110 - 8900538	890 101 Administration	2,875,028	2,875,028	921,590	0	921,590	32.05%	1,953,438	0	921,590	32.05%	1,953,438
890	Bureau of Health	37,869,453	37,869,453	13,046,704	0	13,046,704	34.45%	24,822,749	0	13,046,704	34.45%	24,822,749
501010	Sal/Wag Of Reg Employees											
120 - 8900538	890 101 Administration	0	0	14,566	0	14,566	0.00%	14,566-	0	14,566	0.00%	14,566-
890	Bureau of Health	4,048,268	4,048,268	1,869,435	0	1,869,435	46.17%	2,178,833	0	1,869,435	46.17%	2,178,833
501210	Overtime Compensation											
130 - 8900538	890 101 Administration	0	0	92,379	0	92,379	0.00%	92,379-	0	92,379	0.00%	92,379-
890	Bureau of Health	0	0	92,379	0	92,379	0.00%	92,379-	0	92,379	0.00%	92,379-
501320	Sal/Wages Extra Employees											
136 - 8900538	890 101 Administration	0	0	234	0	234	0.00%	234-	0	234	0.00%	234-
890	Bureau of Health	340,800	340,800	129,646	0	129,646	38.04%	211,154	0	129,646	38.04%	211,154
501400	Differential Dollars											
169 - 8900538	890 101 Administration	400,000	400,000	0	0	0	0.00%	400,000	0	0	0.00%	400,000
890	Bureau of Health	400,000	400,000	0	0	0	0.00%	400,000	0	0	0.00%	400,000
501490	Reclassification Position											
170 - 8900538	890 101 Administration	0	0	1,061	0	1,061	0.00%	1,061-	0	1,061	0.00%	1,061-
890	Bureau of Health	0	0	13,675	0	13,675	0.00%	13,675-	0	13,675	0.00%	13,675-
501510	Mandatory Medicare Cost											
183 - 8900538	890 101 Administration	20,000	20,000	0	0	0	0.00%	20,000	0	0	0.00%	20,000
890	Bureau of Health	20,000	20,000	0	0	0	0.00%	20,000	0	0	0.00%	20,000
501770	Seminar For Prof. Employ											
186 - 8900538	890 101 Administration	303,800	303,800	8,228	0	8,228	2.70%	295,572	0	8,228	2.70%	295,572

Departments Grouped by Business Unit and Accounts

Business Unit	Description	Original Appropriation	As Adjusted Appropriation	Expenditures	Encumbrances	Total Expend	% of Expend. Adj. Approp.	Unencumbered Pre-Encumbrances	Total Expend	% of Expend. Adj. Approp.	Unencumbered Balance	
890 Bureau of Health	501860 Training Program Staff Per	477,800	477,800	8,228	0	8,228	1.72%	469,572	0	8,228	1.72%	469,572
190 - 8900538 Bureau of Health	890 101 Administration	10,000	10,000	3,001	0	3,001	30.01%	6,999	0	3,001	30.01%	6,999
890 Bureau of Health	501970 Transp & Other Travel Ser.	17,700	17,700	3,001	0	3,001	16.95%	14,699	0	3,001	16.95%	14,699
228 - 8900538 Bureau of Health	890 101 Administration	2,500	2,500	45	0	45	1.78%	2,456	0	45	1.78%	2,456
890 Bureau of Health	520280 Delivery Services	2,700	2,700	45	0	45	1.64%	2,656	0	45	1.64%	2,656
240 - 8900538 Bureau of Health	890 101 Administration	60,000	60,000	707	0	707	1.17%	59,293	0	707	1.17%	59,293
890 Bureau of Health	520490 Printing And Publishing	294,000	294,000	1,461	24,668	26,128	8.88%	267,872	0	26,128	8.88%	267,872
245 - 8900538 Bureau of Health	890 101 Administration	134,000	134,000	10,326	0	10,326	7.70%	123,674	0	10,326	7.70%	123,674
890 Bureau of Health	520610 Advertising For Spec Pur	134,000	134,000	10,326	0	10,326	7.70%	123,674	0	10,326	7.70%	123,674
260 - 8900538 Bureau of Health	890 101 Administration	8,406,502	8,406,502	2,341,544	3,573,762	5,915,306	70.36%	2,491,196	1,651,850	7,567,156	90.01%	839,346
890 Bureau of Health	520830 Professional Services	28,949,036	28,949,036	10,388,671	5,790,897	16,179,568	55.88%	12,769,468	2,055,737	18,235,305	62.99%	10,713,731
265 - 8900538 Bureau of Health	890 101 Administration	325,000	325,000	0	0	0	0.00%	325,000	0	0	0.00%	325,000
890 Bureau of Health	520980 Indep Financial Audit	325,000	325,000	0	0	0	0.00%	325,000	0	0	0.00%	325,000
272 - 8900538 Bureau of Health	890 101 Administration	4,000,000	4,000,000	4,335	0	4,335	.10%	3,995,665	81,500	85,835	2.14%	3,914,165
890 Bureau of Health		4,000,000	4,000,000	4,335	0	4,335	.10%	3,995,665	81,500	85,835	2.14%	3,914,165



Departments Grouped by Business Unit and Accounts

Business Unit	Description	Original Appropriation	Appropriation As Adjusted	Expenditures	Encumbrances	Total Expend	Encumbrances	% of Expend. Adj. Approp.	UnencumberedPre-Encumbrances	Total Expend	% of Expend. Adj. Approp.	Unencumbered Balance	Enc & Pre-Enc	Adj. Approp.	Balance
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**TODD H. STROGER, PRESIDENT**  
BOARD OF COUNTY COMMISSIONERS

**CARMEN TRICHE-COLVIN**  
PURCHASING AGENT



**COUNTY OF COOK**  
**OFFICE OF THE PURCHASING AGENT**  
118 NORTH CLARK STREET  
CHICAGO, ILLINOIS 60602  
(312) 603-5370

June 30, 2009

ACS Healthcare Solutions-ACS Consultant Company, Inc.  
d/b/a ACS Healthcare Solutions  
5225 Auto Club Drive  
Dearborn, MI 48126  
Attn: Thomas Blodgett

Ref: Contract No: 09-41-222

Enclosed please find your copy of the above referenced contract.

This contract has been approved by the Health and Hospitals System Board.

Cordially,

A handwritten signature in black ink that reads "Carmen K. Triche-Colvin". The signature is written in a cursive style.

Carmen K. Triche-Colvin  
Purchasing Agent

CKTC/cm

Enclosure

Cc: Joe Gio

CONTRACT FOR SERVICE  
DOCUMENT NO.09-41-222



ENTERPRISE RESOURCE PLANNING, IMPLEMENTATION AND HOSTING SERVICES  
COMPUTER SOFTWARE, SOFTWARE MAINTENANCE AND SUPPORT SERVICES

FOR

COOK COUNTY HEALTH AND HOSPITALS SYSTEM

WITH: ACS CONSULTANT COMPANY, INC.  
D/B/A ACS HEALTHCARE SOLUTIONS

BOARD OF DIRECTORS COOK COUNTY  
HEALTH AND HOSPITALS SYSTEM  
COUNTY OF COOK  
TODD H. STROGER, PRESIDENT

ISSUED BY THE  
OFFICE OF THE PURCHASING AGENT

062609

REQ#08900001

0629

**CONTRACT FOR ENTERPRISE RESOURCE PLANNING (ERP) IMPLEMENTATION  
AND HOSTING SERVICES**

**PART I**

THIS CONTRACT is made and entered into between the COOK COUNTY HEALTH AND HOSPITALS SYSTEM ("CCHHS ") of the County of Cook, State of Illinois, and ACS CONSULTANT COMPANY, INC. D/B/A ACS HEALTHCARE SOLUTIONS ("ACS HCS" or "Contractor") (the "Contract" or "Agreement"), pursuant to authorization letter attached hereto as Exhibit A, Board Authorization Letter.

WHEREAS, the Cook County Health and Hospital System comprises a comprehensive, integrated system of healthcare through seven operating units: the John H. Stroger, Jr. Hospital of Cook County; Provident Hospital of Cook County; Oak Forest Hospital of Cook County; the Ambulatory and Community Health Network; Cermak Health Services of Cook County; the Ruth M. Rothstein CORE Center; and the Cook County Department of Public Health; and

WHEREAS, these County operating units provide a broad range of health services, from specialty and primary care to emergency, acute, outpatient, rehabilitation, long-term and preventive care; and

WHEREAS, the County relies heavily on its information technology systems to support its patient care, financial and administrative operations, and desires to build upon its use of these systems and to plan strategically for its future information technology needs to support a quality, cost effective health delivery system; and

WHEREAS, the County desires the services of a highly qualified Contractor to provide information technology expertise and management for the County, as well as information technology personnel who will complement the County-employed information technology personnel working within the County; and

WHEREAS, Contractor possesses substantial experience in delivering information technology management and staffing to major health systems and has submitted a proposal to provide such services for the County; and

NOW THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

I. SCOPE OF CONTRACT

Contractor shall be responsible for managing and providing staffing to accomplish the delivery of high quality, cost effective services in each of the following service areas: (1) ERP Implementation; (2) Software Acquisition and Transfer; and (3) Hosting and Hardware.

## II. CONTRACT TERM

The Effective Date of this Contract shall be the date on which the Cook County Board of Commissioners authorizes execution of this Contract, provided that the Contractor has executed the Contract prior thereto. Upon the Effective Date, the Contractor shall commence the provision of transition services designed to prepare the Contractor to undertake the ERP Implementation and Hosting Services for the County on July 1, 2009. The Contract shall continue for a term of sixty (60) months thereafter ("Initial Term"), unless terminated earlier as provided herein. Upon the expiration of the Initial Term, the parties may mutually agree to renew or extend this Contract for additional periods, subject to the prior authorization and approval of the Cook County Board of Commissioners.

## III. CONTRACT DOCUMENTS

This Contract incorporates the following documents:

Part I: Contract for Information Technology Services

Part II: General Conditions

Part I and II Definitions

Part III: Special Conditions

Attachment A – Scope of Services – ERP Implementation

Attachment B – Scope of Services – Software Acquisition and Transfer

Exhibit 1 – Lawson Agreement

Exhibit 2 – Novation Agreement

Attachment C – Scope of Services – Hosting and Hardware

Attachment D – Pricing

Exhibit 1 – Termination Fee Schedule

Attachment E – Post Live Consulting

Attachment F – Business Associate Terms (HIPAA)

Cook County Certification and Execution Forms

## IV. ORDER OF PRECEDENCE; COMPLETE AGREEMENT

The contract documents are intended to be read as consistently as possible. However, in the event that there is a conflict between or among any of the documents specified in Section III above, the order of precedence of the documents shall be as follows:

- (1) Part II, General Conditions
- (2) Part III, Special Conditions
- (3) Part I

The parties agree that this Contract is the complete agreement between the parties and replaces any prior oral or written agreement or communications between the parties relating to the subject matter thereof.

**PART II**  
**GENERAL CONDITIONS**

**GC-1 DEFINITIONS**

In addition to the capitalized terms defined elsewhere in this Contract, the following capitalized terms shall have the definitions specified below when used in this Contract, its Exhibits and the various Appendices and other attachments thereto, or in any Statements of Work executed pursuant to this Contract:

“Acceptance” means written approval by the CCHHS upon the conclusion of testing performed with respect to any Lawson Application Suite in accordance with Section GC-5 and CCHHS-approved Acceptance Testing Criteria, during the Acceptance Period, without the occurrence of any Material Errors in, or in connection with, such Lawson Application Suite.

“Acceptance Period” means the period of time during which the CCHHS reviews and performs Acceptance testing with regard to any given Lawson Application Suite.

“Acceptance Testing Criteria” shall refer to the criteria approved by the CCHHS with respect to any given Lawson Application Suite (which criteria shall include, but shall not necessarily be limited to, any minimum system requirements set forth in any applicable Statement of Work, the functionality set forth in the Specifications, and other criteria consistent with this Contract) and that shall be utilized in determining whether such Lawson Application Suite is eligible for Acceptance by the CCHHS.

“Application” means each of the software applications to be furnished and Implemented as part of the System by Contractor pursuant to this Contract and shall also, when the context requires, refers to middleware applications provided pursuant to this Contract to support other Components.

“Board” means the Board of Directors of the Cook County Health and Hospitals System.

“CCHHS” means the Cook County Health and Hospitals System.

“Chief Executive Officer” or “CEO” means the Chief Executive Officer of the Cook County Health and Hospitals System or his designee.

“Component” means any specific item of Equipment or Software to be provided by Contractor to the CCHHS under this Contract.

“Confidential Information” means: (i) with respect to the CCHHS: (a) the location of all Installed Components; (b) any CCHHS-unique network topography, IP schemes, and network diagrams; (c) any CCHHS-specific Integration, Installation and Implementation methodologies and designs; (d) any Statement of Work (a “Statement of Work” refers to Attachments A-E of this Contract) to this Contract; (e) at any given time, the status of Installations of Components hereunder and the level or status of System

performance and operation; and (f) all non-public records, files, and data (including, but not limited to, all data provided by or on behalf of the CCHHS or generated, created, or otherwise produced directly or indirectly by the CCHHS, the Permitted Users, or the System in connection with the use thereof, and any data derived therefrom) relating to the CCHHS, or the Permitted Users, or the disclosure of which is otherwise prohibited (whether by law, statute, governmental regulation, or ordinance), in print, magnetic, optical, electronic, digital, or any other form (including, but not limited to, scanned images and other reproductions), tangible or intangible, and the CCHHS Materials; and (ii) with respect to either party, information specifically marked or identified to the other as confidential. Notwithstanding the immediately preceding sentence, Confidential Information shall not include, with respect to either party, any information that is: (a) publicly available, through no breach of this Contract by the other party or its subcontractors, or their respective employees; (b) independently developed, without reference to such party's Confidential Information and other than in connection with this Contract, by the other party; (c) at the time of disclosure thereof to the other party, already known or in the possession of such other party, other than in connection with this Contract, without such other party being under any obligations of confidentiality with respect thereto; (d) acquired in good faith by the other party from a third party who had a lawful right to disclose such information to such party and without a breach of any agreement or other obligation of the third party to keep such information confidential; or (e) required to be disclosed or made publicly available by applicable law, statute, regulation, ordinance, or otherwise, including by this Contract.

“Contractor Component” shall refer to any Component that is manufactured by Contractor, or proprietary to Contractor or that otherwise bears Contractor's logo or marks and is sold or licensed as if manufactured by Contractor.

“County” means the County of Cook, Illinois, a body politic and corporate.

“CCHHS Materials” means those Deliverables and Materials that are produced, and delivered or otherwise provided to the CCHHS, by or on behalf of Contractor in connection with the Services provided under this Contract.

“CCHHS Software” means any Software that is owned by CCHHS (and not proprietary to any other party) and is operated by or on behalf of CCHHS.

“CCHHS Third Party Software” means any Software that is proprietary to any party other than CCHHS or Contractor and is operated by or on behalf of CCHHS but is not provided by Contractor.

“Contractor Software” shall mean any Software that is owned by Contractor (and not proprietary to any other party) and is operated by Contractor in connection with the performance of the Services.

“Contractor Third Party Software” shall mean any Software that is proprietary to any party other than Contractor or CCHHS and is licensed to Contractor and used by Contractor in connection with the performance of the Services.

“Days” means calendar days, unless otherwise specified.

“Dedicated Assets” means that Equipment, Software and associated third party contracts only used by Contractor to provide the Services to CCHHS on a dedicated basis, and not to provide similar services to other customers of Contractor as well. Such Dedicated Assets must be able to be transferred from the Contractor Facilities to the Health System Facilities or the facilities of another service provider without material effect on those services provided to Contractor’s other customers. “Dedicated Assets” include, but are not limited to, the Lawson Application Suite and the hardware used to provide hosting services as set forth in Attachment C-ERP Hosting, of this Contract. “Deliverable” means any of the Components, Services, Materials, Documentation, or other items provided by Contractor pursuant to this Contract.

“Documentation” means the printed and electronic materials that are provided or made available to the CCHHS by Contractor hereunder and that describe or relate to a Component of the System or that assist the CCHHS or the Permitted Users to operate, administer, maintain, or use the System. Documentation shall include, but not be limited to, Specifications.

“Effective Date” has the meaning given it in Part I of this Contract.

“Equipment” means, collectively, all of the hardware (and all features, conversions, upgrades, modifications, accessories, peripherals, and combinations thereof, and any firmware, to the extent such or firmware is required to operate such hardware or equipment) that is provided by Contractor to the CCHHS under the terms of this Contract.

“Facility” means a building, as designated by the CCHHS, in accordance herewith, that is owned or leased by, or otherwise in the possession of, the CCHHS and within or upon which Components are, or are to be, installed.

“Final Acceptance Date” means the date upon which the final Lawson Application Suite has been accepted by the CCHHS.

“Implementation,” or to “Implement,” means, collectively, the processes, tasks, activities, and Services by which the Lawson Application Suites are configured, optimized for use, and implemented hereunder as parts of the System.

“Implementation Schedule” means the schedule for Implementation of any given Lawson Application Suite that is given in the applicable Project Plan or Statement of Work to this Contract.

“Installation,” or to “Install,” means, collectively, the processes, tasks, activities, and Services by which the delivery, assembly, installation, and set-up of the Lawson Application Suites is accomplished, such that they are ready for Implementation.

“Integration,” or to “Integrate,” means, collectively, the processes, tasks, activities, and Services that are required to be performed by Contractor to ensure that all Components of the System are compatible, and function interoperably, with each other and with the County’s WAN.

“Lawson Agreement” has the meaning given in Section GC-14.6.

“Lawson Application Suites” shall mean the following: General Ledger, Asset Management, Accounts Payable, Project & Activity Accounting, Human Resources & Payroll, Manager & Employee Self-Service, Core Supply Chain and Mobile Supply Chain.

“Maintenance Services” means the Services and obligations of Contractor that are described in this Contract or in any Statement of Work and that pertain or relate to the ongoing support and maintenance activities to be performed by Contractor with respect to the System or any Component(s).

“Material Error” means a defect, error, problem, or issue that: (i) adversely affects operation or availability of a substantial or significant portion of the System; or (ii) materially and adversely affects the performance, availability, or functionality of one or more Components and for which a reasonable workaround is not available.

“Materials” means literary works or works of authorship, such as, for example, programs, program listings, programming tools, documentation, reports, drawings, and similar works, that Contractor may produce and deliver to the CCHHS as part of the Services provided under this Contract. For the avoidance of doubt, the term “Materials” does not include commercially available software programs.

“Permitted Users” means the CCHHS, the CCHHS, and any persons reasonably associated with the CCHHS and the CCHHS, who, at any given time, are permitted by the CCHHS and/or the CCHHS to access or utilize the System.

“Project” means the Services and obligations described in this Contract or in any Statement of Work that pertain or relate to the Installation, Implementation, or Integration of the Components and the System, and related training, through the Final Acceptance Date.

“Project Plan” means the detailed project or work plan for any Statement of Work hereunder and that is prepared and updated from time to time by Contractor, with the approval of the CEO (or the CEO’s authorized representative).

“Services” means any or all of the tasks, activities, and services that are to be provided by Contractor in performance of its obligations hereunder, including, but not limited to, those pertaining to the Project and those to be provided as part of the Maintenance Services.

“Software” means the machine-readable forms of the specific computer software (including, but not limited to, any programs, interfaces, applications, and middleware, but

expressly excluding any microcode (other than operating systems) and firmware that is required to operate any specific Equipment) and any upgrades, modifications, patches, fixes, and new releases and combinations of, and any Documentation relating to, any of the foregoing. Except as otherwise provided herein, "Software" shall not include source code of any kind.

"Spare" or "Spare Equipment" shall refer to Equipment that is intended by the CCHHS to be used to replace malfunctioning Equipment that is removed from service in order to facilitate continued operation of the System.

"Specifications" means the manufacturer-issued specifications, requirements, documents, and Documentation that provide performance and operating information pertaining to a specific Component.

"System" means all of the Equipment and Software to be provided to the CCHHS, and Installed, Implemented, and Integrated, by Contractor, in accordance with this Contract, into an integrated system (including interfaces with existing CCHHS software applications), and includes, but is not limited to, any corrections, fixes, modifications, upgrades, new releases, and enhancements to such system or any Component thereof that are described in, or to be provided pursuant to, this Contract, and any additional or substitute Equipment or Software provided by Contractor pursuant to a written amendment to this Contract.

"Third Party Product" means any Component that does not constitute a Contractor Component, that is proprietary to, or licensed by, any third party, and that is provided to the CCHHS by or on behalf of Contractor hereunder.

"WAN" means wide area network.

## **GC-2 ENGAGEMENT**

### **GC-2.1 Engagement as Prime Contractor**

The CCHHS hereby, in accordance with the terms and conditions of this Contract, engages Contractor to perform all of the Services, to provide all of the Deliverables, to Install, Implement, Integrate, support, and maintain the System and all Components thereof, to procure and provide all of the Equipment, and to grant the license rights to all Contractor Software and Contractor Third Party Software, each as described in this Contract, and Contractor hereby accepts such engagement upon such terms. Contractor agrees to perform its obligations in accordance with the schedule contained in the Project Plans (with the initial version of each such schedule and Project Plan to be included as part of each Statement of Work hereunder) and any other schedules developed and agreed to in writing by the parties for the Project. Contractor shall be the prime contractor hereunder, and, subject to the terms and conditions hereof, Contractor hereby assumes full and total responsibility for obtaining and providing all Contractor Software, Contractor Third Party Software, Equipment, Documentation, Services, and other equipment and resources (other than those resources expressly identified herein as to be supplied by the CCHHS) necessary to provide the Deliverables, and to Install, Integrate, Implement, support, and maintain the System, in accordance with this Contract.

## **GC-2.2 Responsibilities as Prime Contractor**

As the prime contractor hereunder, Contractor agrees, subject to the terms and conditions of this Contract, to: (i) except as otherwise mutually agreed by the parties, act at all times as the single point of reference and contact for the CCHHS with regard to this Contract and all performance hereunder; (ii) to procure and provide to the CCHHS, in return for the fees payable pursuant to this Contract, and specified in the applicable Statements of Work to this Contract, all of the Deliverables specified in such Statements of Work, regardless of whether any particular Components are manufactured or supplied directly by Contractor or through third parties; and (iii) to provide, Install, configure, Implement and Integrate the Components, to, pursuant to any applicable Statement of Work, provide ongoing support, maintenance, and repair of all such Equipment and Software, and to perform all of the Services described in this Contract or any applicable Statement of Work, including, but not limited to, coordinating the related activities of any of Contractor's subcontractors and any applicable manufacturers, supplies, or licensors.

## **GC-3 RESOURCES**

### **GC-3.1 Software**

#### **A. Licensed Software**

In accordance with the provisions hereof, the CCHHS is licensing all Contractor Software and/or Contractor Third Party Software provided under this Contract from Contractor for use by the Permitted Users, in return for the license fees payable pursuant this Contract and specified in the Statements of Work to this Contract.

#### **B. Default License Grant**

Subject to the terms and conditions of this Contract (including, but not limited to, those of Section GC-3.1C, below), Contractor hereby grants to the CCHHS a perpetual and irrevocable, non-exclusive, non-transferable, and (once the applicable license fees specified in the relevant Statement of Work have been paid in full) paid-up and royalty-free license and right to use the Contractor Software in accordance with this Contract.

#### **C. Additional License Terms**

Notwithstanding Section GC-3.1B, above, certain Contractor Third Party Software provided to the CCHHS hereunder may be licensed by the applicable manufacturer or supplier pursuant to the express terms of separate, written license agreements. Contractor shall notify the CCHHS of the existence of any such separate license agreements and the terms under which Contractor is permitted to sublicense such Contractor Third Party Software to CCHHS.

#### **D. Scope of Use**

Without limitation, the CCHHS and the Permitted Users may access and use the Software for all business purposes, including, but not limited to, in the access, use, operation, support, maintenance, and repair of the System, or of any Component thereof,

in connection with the CCHHS's operations. For the avoidance of doubt, the CCHHS may also permit its third-party consultants and service-providers to access and use the Software and any other Components, for and on behalf of the CCHHS.

E. Back-Up and Archival Copies

The CCHHS shall have the right to make such back-up and archival copies of the Software as are reasonably sufficient to support their respective use of the Software. No right to modify, create derivative works of, adapt, translate, decompile or reverse engineer the Software is granted, except in those instances in which the Software is developed pursuant to this Contract for the System and constitutes CCHHS Materials owned by the CCHHS.

**GC-3.2 Equipment**

A. Equipment to be Purchased

Subject to and in accordance with the provisions of this Contract, the CCHHS agrees to purchase from Contractor the Equipment identified in the Statements of Work to this Contract, in return for the fees payable pursuant to this Contract and specified in the Statements of Work.

B. Mandatory Changes

As part of the Services provided hereunder, Contractor shall Install any mandatory engineering changes (i.e., engineering changes required by the applicable manufacturer or supplier, such as, for example, those required for safety or proper operation), and any features, upgrades (provided, however, that such upgrades may be subject to an additional charge), and conversions specified in the applicable Statement of Work, on any Equipment during Installation and Implementation of such Equipment hereunder. Any parts of any such Equipment that Contractor removes in the Installation of the Equipment, and which are no longer required for the proper operation of such Equipment, shall remain the CCHHS's property.

C. Title and Security Interests; Risk of Loss

1. Individual Sales and Security Interests

Title to any given Equipment shall automatically transfer to the CCHHS or, if the CCHHS chooses, its Permitted User, when Contractor Installs the Equipment.

2. Risk of Loss and Insurance

Contractor shall bear the risk of loss and damage for each Component until the Component is Installed or stored at its designated location at a Facility of the CCHHS or a facility of Contractor (provided that such location is within the United States of America) and the CCHHS is notified thereof. Thereafter, the

CCHHS bears such risk. Each Component shall be covered by insurance against any such loss and damage, which insurance shall be arranged and paid for by Contractor, at its sole expense, covering the period until the risk of loss shifts to the CCHHS, as provided above.

#### **GC-4 THE PROJECT**

##### **GC-4.1 Scope of Services**

Contractor shall perform all of the Services, and shall provide all of the Deliverables, necessary and appropriate to accomplish the provision, Installation, configuration, Implementation, and Integration of the Components and the System as described in this Contract and in each Statement of Work. All such performance shall be in a timely manner and in accordance with the Project Plan for the applicable Statement of Work, except as otherwise approved in writing by the CEO.

Although the parties have attempted in this Contract, and shall attempt in the Statements of Work, to delineate the specific Services and Deliverables to be provided by Contractor, the parties acknowledge that some services, or items to be included in a Deliverable, may not have been specifically identified. Therefore, as used herein, the "Services" shall include not only any services, tasks, functions, and responsibilities specifically described in this Contract or in the Statements of Work, but also any inherent subtasks of such services, tasks, functions, and responsibilities that are required for the proper Installation, Implementation and Integration of the System as specified in this Contract.

##### **GC-4.2 New Services**

If the CCHHS requests Contractor to perform functions that are different from, and in addition to, the Services and Contractor is willing to perform such Services (the "New Services"), the parties shall negotiate in good faith to determine the terms, conditions and pricing of such New Services. Upon receipt of such a request from the CCHHS, Contractor will provide the CCHHS with a written proposal for such New Service, which will include

- (A) a description of the services, functions, and responsibilities Contractor anticipates performing in connection with such New Service;
- (B) a schedule for commencing and completing such New Service;
- (C) Contractor's prospective charges for such New Service, including a detailed breakdown of such charges;
- (D) when appropriate, a description of any new IP to be provided by Contractor in connection with such New Service;
- (E) when appropriate, a list of any existing IP included in or to be used in connection with such New Service;
- (F) when appropriate, any new Service Levels applicable to the New Service; and

Contractor will not begin performing any New Service until such New Service is added to the Contract pursuant to the Change Control Procedures defined in Section GC-4.3 below. Once implemented, New Services shall become Services for the purposes of this Contract.

**GC-4.3 Change Control Procedures.**

(a) From time to time during the Term, the CCHHS or Contractor may propose changes in or additions to the Services or other aspects of this Contract ("Change"). All such changes will be implemented pursuant to the procedures set forth in this Section GC-4.3 (the "Change Control Procedures").

(b) If Customer desires to propose a change in or addition to the Services or other aspects of this Contract, the CEO of CCHHS (or a person authorized in writing by the CEO of CCHHS) will deliver a written notice to the CEO of CCHHS describing the proposal. Contractor will respond to such proposal as promptly as reasonably possible by preparing, at Contractor's expense, and delivering to the CEO of CCHHS a written document indicating: (i) the effect of the proposal, if any, on the Charges and the manner in which such effect was calculated; (ii) the effect of the proposal, if any, on Service Levels and any necessary revisions thereto; (iii) the anticipated time schedule for implementing the proposal; and (iv) any other information requested in the proposal or reasonably necessary for Customer to make an informed decision regarding the proposal ("Change Control Document").

(c) If Contractor desires to propose a change in or addition to the Services, or the manner of their delivery as set forth in the Scope of Services, or other aspects of this Contract, it may do so by preparing and delivering, at its expense, and a Change Control Document to the CEO of CCHHS.

(d) No change in or addition to the Services or any other aspect of this Contract will become effective without the written approval of each Party's authorized representative. If Customer elects to accept the offer set forth in the Change Control Document, as evidenced by the written approval of the CEO of CCHHS, any changes in or additions to the Services shall be set forth in a Change Order as set forth in Exhibit D to the applicable Scope of Services and will thereafter be deemed "Services," any other changes described in the Change Control Document will be deemed to have amended this Contract, and the Parties will agree on any further modifications to the Contract required to reflect the Change Control Document.

(e) Notwithstanding the provisions of subsections (a) through (e), above, any Changes which individually or cumulatively result in additional cost of \$1,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall not be deemed as authorized without the approval of the Board. Changes which increase cost by less than \$1,000.00 or which do not extend the term of the Contract by more than thirty (30) days may only be made with the written approval of the of the CCHHS Procurement Director.

#### **GC-4.4 Project Management**

Contractor shall, at all times during the Project, furnish efficient business administration and project management services with respect to the Project, and appropriately supervise all work performed as part of the Project, as necessary and appropriate to complete Installation, Implementation, and Integration of the System in accordance herewith. In meeting its obligations hereunder, Contractor shall cooperate fully and promptly with the CCHHS, and its personnel and third-party contractors. Contractor's key Personnel shall meet weekly with the CEO or his designee(s) Contractor shall supply the CEO or his designee(s) with all reasonable information and reports requested, at the times, and with the frequencies and formats, requested by the CEO or his designee(s).

#### **GC-4.5 Conduct While Onsite**

Whenever Services are to be performed onsite at a Facility or location of the CCHHS, Contractor shall notify and coordinate with the CCHHS reasonably in advance regarding the provision of such Services. Upon arrival at the applicable location or Facility, Contractor's personnel shall promptly contact and announce their arrival to appropriate CCHHS personnel. Contractor is responsible for obtaining in advance, with the cooperation and assistance of the CCHHS, any building permits/passes, clearances, badges, and the like that are necessary or required for obtaining access to, and performing the Services at, any such location or Facility. Contractor shall make every effort to provide and complete onsite Services during the normal business hours of the applicable location or Facility, to the extent reasonably practicable, but Contractor shall be available, subject to the CCHHS's approval, to provide Services during off-hours (i.e., other than during normal business hours) when it is more convenient or otherwise necessary to do so in order to meet Contract timelines. Contractor shall not materially interrupt or interfere with the CCHHS's business operations when providing Services, except to the extent reasonably required for the performance of such Services. Contractor shall notify the appropriate onsite personnel of the CCHHS in advance of taking any action, in connection with performing Services, that might reasonably be expected to adversely affect or disrupt the CCHHS's business operations (e.g., by advising such personnel that a particular device will be taken offline, moved, or disconnected, etc.), exercising all reasonable efforts to minimize and mitigate the effects of any such action or disruption.

#### **GC-4.6 Cooperation and Coordination**

At all times during the Project, and in all respects with regard to performance of the related Services, Contractor shall cooperate and work as reasonably necessary and appropriate with any other service providers and suppliers of the CCHHS as necessary and appropriate with regard to the performance of the Services, in order to coordinate and integrate the development, Installation, Implementation, and Integration of the Components, and the System as a whole, with the County's WAN, the applicable Facilities and the related resources of the CCHHS and the services and systems of such other service providers and suppliers in accordance with this Contract. Such coordination shall include: (i) facilitating with the CCHHS or such other relevant service providers and suppliers the reasonable resolution of all problems that may arise in connection with the Installation, Implementation, and Integration of the Components and the System, regardless of the actual or suspected root cause of such problems, and using reasonable

efforts to obtain and maintain the active participation, cooperation, and involvement of such other service providers and suppliers, as required for such problem resolution; (ii) providing non-confidential information concerning the resources, data, environment, and technology used in the System or Project, when necessary; (iii) working with such other service providers and suppliers to achieve any necessary or required, as provided in this Contract or in the applicable Statement of Work, integration and interfacing of the services of such other service providers and suppliers with the System; (iv) providing necessary and reasonable access to the System to such other service providers and suppliers; and (v) performing such other tasks in connection with the Components and the System as are reasonably necessary in order to accomplish the foregoing activities described in this sentence. In the event of any dispute as to whether a particular service or function falls within the scope of the services to be provided by any such third-party service providers or suppliers (or by CCHHS), or within the scope of the Services to be provided by Contractor hereunder, Contractor shall actively participate in resolving such dispute, and such particular service or function shall be considered to be a part of the Services hereunder if it is consistent with and reasonably inferable to be within the scope of the Services to be provided by Contractor under this Contract and it more reasonably would be associated with such Services than with the scope of the services to be provided by such other service-providers or suppliers or by the CCHHS.

#### **GC-4.7 Training**

As part of Implementation Consulting Services, Contractor shall provide sufficient training to educate Permitted Users to use and operate the System and its Components, in accordance with a flexible training schedule that appropriately takes into account the dates of specific Installations, Project timelines, and the availability of the Permitted Users, in light of their duties. Such schedule shall be proposed in a timely manner by Contractor and must be approved in advance and in writing by the CEO. Once approved, such training schedule shall be incorporated into the Project Plan. Contractor shall also develop and provide refresher training courses for the CCHHS's purposes.

#### **GC-4.8 Non- Exclusivity**

Without limiting the CCHHS's obligations hereunder, nothing herein shall prevent the CCHHS from providing for itself or obtaining from any third party, at any time during the term of this Contract or thereafter, any type of products or services in any way similar or related to the Components, the System, or the Services to be provided by Contractor hereunder or any other products or services. Contractor shall not interfere with either the CCHHS or any such third party from whom the CCHHS obtains, or seeks to obtain, any such products or services.

### **GC-5 ACCEPTANCE PROCEDURES**

#### **GC-5.1 Pre-Installation Testing.**

Contractor shall perform and document thorough pre-Installation testing of those Components that are to be subject to pre-Installation testing, in accordance with the Project Plan. Contractor shall, prior to their Installation, return any Components that fail such pre-Installation testing, promptly replacing them with, and Installing, replacement Components that successfully

pass such pre-Installation testing. Once such pre-Installation testing and the Installation of any given Component (or, as applicable, any related set of Components) has successfully been completed, and such Component is ready for acceptance testing, in accordance herewith, Contractor shall promptly notify the CCHHS thereof in writing.

#### **GC-5.2        Procedures for Acceptance Testing**

All Components, the System, and each of the Deliverables shall be provided to the CCHHS by Contractor in conformance with all of the requirements, specifications, Acceptance Testing Criteria, and time schedules set forth or referenced in this Contract. Contractor shall perform thorough and adequate testing of each Component (or set of Components, or the System, as applicable) against all applicable CCHHS-approved Acceptance Testing Criteria according to the Project Plan to verify that such Component, and the Installation, Implementation, and Integration of such Component (or, as applicable, such set of Components, both individually and collectively, or the System), complies therewith in accordance with the requirements of this Contract. Contractor shall provide the CCHHS with the results of this testing and, unless otherwise agreed, shall demonstrate to the CCHHS the required compliance. Following the provision of such test results and such demonstration, if applicable, to the CCHHS, the CCHHS shall have ten (10) business days (or such other period of time as is reasonably and mutually agreed to by the parties in writing) in which to review such results, to perform such additional testing as it deems necessary or appropriate, and to, in accordance with the provisions set forth below, either issue its Acceptance or reject such Component (or, as applicable, such set of Components, both individually and collectively, or the System).

#### **GC-5.3        Issuance of CCHHS Acceptance**

If the CCHHS determines during such review and testing that any Component that is the subject of Acceptance Testing (or, as applicable, such set of Components, both individually and collectively, or the System), as Installed, Implemented, and Integrated by Contractor, performs without Material Errors and meets or satisfies all applicable Acceptance Testing Criteria, then the CCHHS shall notify Contractor in writing that the CCHHS has issued its Acceptance of such Component or, as applicable, such set of Components, both individually and collectively, or the System.

#### **GC-5.4        Deficiencies Identified by CCHHS**

If it is discovered or demonstrated during such review and testing that any Material Errors with respect to such Component (or, as applicable, such set of Components or the System) have occurred or that any of the Acceptance Testing Criteria have not been fully satisfied, the CCHHS shall deliver to Contractor a written report describing the failures or deficiencies in reasonable detail, within the ten (10) business day period of testing described above. Contractor shall correct any such failures or deficiencies within ten business days (or such other period of time as is reasonably and mutually agreed to by the parties in writing) after receiving any such report and shall notify the CCHHS in writing when such corrections are completed. The CCHHS may then re-test the Component(s) or System, in accordance with the process set forth above in this Section, for an additional period of ten (10) business days (or such other period of time as is reasonably and mutually agreed to by the parties in writing) and the determination,

notification, and correction process described above in this Section shall be repeated, until all failures and deficiencies have been corrected.

**GC-5.5 Omitted Test Criteria.**

Unless specifically provided otherwise in the Acceptance Testing Criteria, the Acceptance testing performed for each Component (and each set of Components) that constitutes Software that is developed hereunder shall include testing to the CCHHS's reasonable satisfaction in each of the following regards: (a) unit testing (i.e., individual testing of each feature, function, action, and capability); (b) system testing (i.e., testing of the applicable Components with the portions of the System that have then been completed, confirming the successful integration of such Components with and into the System); and (c) volume or stress testing (i.e., testing of the applicable Components, portion of the System, or the System as a whole, under peak conditions to measure response time and such Components and the System's performance under load).

**GC-5.6 Acceptance of the Lawson Application Suites**

The CCHHS shall also have the right to review and test each Lawson Application Suite that is to be provided by Contractor to the CCHHS to determine whether such Deliverable conforms to the applicable Acceptance Testing Criteria and whether the CCHHS shall accept or reject such Lawson Application Suite. Such right shall be exercisable by the CCHHS upon receiving written notification from Contractor that such Deliverable is ready for review and testing (which notification Contractor shall provide in a timely manner) and that such Lawson Application Suite at least meets or satisfies all Acceptance Testing Criteria. Acceptance testing of the Lawson Application Suites shall follow the procedures set forth above in this Section. The Lawson Application Suites are configured into eight (8) implementation modules as set forth in Tables 1-8 of Attachment A, each implementation module shall have a planned go-live event and associated Acceptance testing criteria as set forth in the Project Plan.

**GC-5.7 No Waiver of Defects Not Discovered**

Notwithstanding anything to the contrary set forth in this Contract, no issuance of the CCHHS's Acceptance of any Lawson Application Suite shall be deemed to waive any right or remedy of the CCHHS under this Contract, at law, or in equity or with regard to any defect not discovered during Acceptance testing; provided, however the CCHHS has forty-five (45) days from the date of Acceptance of each Lawson Application Suite to advise Contractor of any material defect that was not discovered prior to the issuance of Acceptance. Defects occurring or arising after Acceptance of any Lawson Application Suite shall be subject to the CCHHS's available rights or remedies under this Contract, at law, or in equity.

**GC-5.8 Rights of CCHHS upon Failure to Achieve Acceptance**

The CCHHS shall have the right to terminate this Contract for cause in the event a Lawson Application Suite fails to achieve Acceptance within a reasonable time after Acceptance Testing is commenced with respect to such Lawson Application Suite.

## **GC-6 REPRESENTATIONS AND WARRANTIES**

### **GC-6.1 Solvency**

Contractor represents that it is financially solvent and the financial information provided to the CCHHS by Contractor is true and correct in all material respects.

### **GC-6.2 Pending Actions and Claims**

Contractor represents that it knows of no action, suit, proceeding, or material claim or investigation pending or threatened against Contractor, or against any of its currently contemplated subcontractors, in any court, or before any governmental, agency or regulatory authority or instrumentality, domestic or foreign, or before any arbitrator or mediator of any kind, the determination of which might adversely affect the CCHHS's and the Permitted Users' use of, or right to use, the System or any Component or which would otherwise restrict or limit Contractor's performance under this Contract.

### **GC-6.3 Qualifications and Competency**

Contractor represents that it is appropriately experienced and qualified to undertake the Installation, Implementation and Integration of the System. Contractor further represents that Contractor and each of its subcontractors, and their respective employees, agents, and representative, are, and Contractor warrants that they shall at all times be, competent to perform their respective duties and obligations in, Installing, testing, Implementing, Integrating, and making fully operational the System, and thereafter maintaining the System, in accordance herewith, and are otherwise capable of performing their duties and obligations under this Contract. Contractor warrants and covenants that it and its subcontractors shall at all times use a reasonable degree of skill and judgment to assure the satisfactory rendering of the Services, completion of the System, and the performance of all of its other duties and obligations hereunder in a timely manner.

### **GC-6.4 Services**

Contractor warrants and covenants that all Services shall be performed in a timely, competent, professional, and workman-like manner by qualified personnel, in accordance with the specifications for the System and all of the terms, conditions, and requirements of this Contract, and that all services that require the exercise of professional skills or judgment shall be accomplished by professionals qualified and competent in the applicable discipline and, if and as required, appropriately certified by all applicable manufacturers and suppliers and appropriately licensed by all applicable governmental or regulatory bodies or agencies.

### **GC-6.5 Materials and Workmanship**

Contractor warrants and covenants that its manufacture or selection of Components, and their design and workmanship, and the workmanship of Contractor and the design of any Deliverables that Contractor shall supply as part of the Services performed hereunder, shall result in a System that, as of the Final Acceptance Date, shall meet the requirements set forth herein.

**GC-6.6      Review of Requirements for Project**

Contractor represents that:

- a      It has carefully examined and analyzed the provisions and requirements of this Contract;
- b      Contractor understands the nature of the duties and obligations required under the terms of this Contract; and
- c      Contractor was given ample opportunity and time to review thoroughly all documents forming this Contract prior to execution of this Contract, in order that Contractor might request inclusion in this Contract of any statement, representation, promise or provision which it desired or on which it wished to place reliance, that Contractor did so review such documents, that Contractor hereby relinquishes the benefit of any statement, representation, promise or provision not included in this Contract, and that Contractor is ready, willing, and able to fulfill its obligations under this Contract in entirety without claiming reliance on, or making any other claim on account of, any statement, representation, promise or provision not included in this Contract.

**GC-6.7      Contract Capable of Performance; Contractor's Expertise**

Contractor represents that the performance of the Services, and the successful completion of the Project, as described in this Contract, are feasible and capable of being performed and completed in accordance with all provisions and requirements of this Contract.

**GC-6.8      Conformity and Compatibility**

Contractor warrants and covenants that, as of the Final Acceptance Date, all Components provided by or on behalf of Contractor hereunder shall be fully compatible with each other, and shall operate, both on a component-by-component basis and as an integrated System, in all material respects in accordance with all requirements and specifications set forth in this Contract, in the Acceptance Testing Criteria, and in the applicable Documentation and Specifications.

**GC-6.9      Documentation**

With respect to any given Component, Contractor shall provide to the CCHHS, before or at the time of Installation of such Component, whatever Documentation is provided by the Component's manufacturer (regardless of whether the manufacturer is Contractor). Contractor warrants and covenants that: (i) the Documentation provided to the CCHHS with respect to each Contractor Component shall be reasonably complete and shall accurately describe the use and operation of the Contractor Component so that a reasonable Permitted User of the Contractor Component shall be able to use such Documentation to access, use, and operate such Contractor Component for all intended purposes; and (ii) any updates or enhancements to such Documentation that are made by Contractor shall be of equal or greater quality than the initial

Documentation provided by Contractor with respect to such Contractor Component and shall be delivered to CCHHS at the same time as the related enhancements or updates to the applicable Contractor Components are delivered.

**GC-6.10      Equipment Recommendations**

Contractor warrants and covenants that any specific Components that Contractor specifies or recommends to the CCHHS, that Contractor approves of or acknowledges as adequate with respect to the Project or the System, or that Contractor installs hereunder, and the placement and configuration of such Components, shall, if installed by Contractor and used by the CCHHS in connection with the System, be of sufficient capacity and capabilities so that such Components and the System shall, as of the later of the Final Acceptance Date and the date of the CCHHS's Acceptance with regard to such Components, when operated and used in accordance with the applicable Documentation, consistently and reliably perform in accordance with the requirements of this Contract and the applicable Specifications and the Documentation, such that any service levels set forth in this Contract or otherwise mutually agreed upon by the parties are consistently and reliably met.

**GC-6.11      Disabling Devices**

Contractor warrants and covenants that the Components, the Deliverables, the Materials, the Documentation, and the results of the Services, shall not contain, or result in the creation or insertion of, any virus, timer, clock, counter, time bomb, or other instruction, routine, or harmful code designed to erase data or programming or to cause them to become inoperable or otherwise incapable of being used in the full manner for which designed and created. Contractor further warrants and covenants that all Components that constitute Software shall be compatible with major commercially available virus protection programs that the CCHHS may use.

**GC-6.12      System Maintenance**

Contractor warrants and covenants that during all time periods in which Contractor is providing Maintenance Services to the CCHHS, Contractor shall maintain the System, and all Components thereof, in good operating condition and in accordance with the applicable approved Acceptance Testing Criteria, the Specifications and Documentation, and the other applicable requirements of this Contract. Contractor warrants that it shall dedicate a sufficient number of qualified personnel Equipment to meet the Service Levels set forth in Attachment C (ERP Hosting)

**GC-6.13      Component Warranties**

Contractor warrants that all Components of the System shall function in accordance with the requirements of this Contract, the applicable Acceptance Testing Criteria, and the applicable Specifications and Documentation, and shall be fully compatible, and function interoperably, with each other and with the County's WAN.

**GC-6.14      Non-Infringement**

Each Party represents and warrants that it shall perform its responsibilities under this Contract in a manner that does not infringe, or constitute an infringement or misappropriation of, any Intellectual Property Rights of any third party. Contractor warrants that all Components of the System shall be non-infringing and may properly be used in combination with the other Components and in the manner installed and configured by Contractor.

**GC-6.15      Manufacturers' Warranties**

Contractor warrants and covenants that all Services shall be performed by appropriately certified technicians, and in such a manner, so as not to void or otherwise limit any applicable manufacturer's or supplier's warranties or maintenance obligations with regard to any of the Components or any equipment installed at any Facilities. If any such manufacturer's or supplier's warranties or maintenance obligations are so voided or limited as a result of work being performed by Contractor hereunder, Contractor shall be responsible for servicing or, if necessary, replacing the applicable Component, equipment, or towers, at no cost to the CCHHS, throughout what would have been the remaining warranty or maintenance period, notwithstanding any termination or expiration of this Contract. Contractor warrants that all Equipment shall meet the CCHHS's specifications.

**GC-6.16      Third Party Products.**

Contractor hereby assigns to the CCHHS all warranties, indemnities, and other commitments that Contractor has obtained or shall obtain from the manufacturers and suppliers of, and which are otherwise applicable to, any Third Party Products purchased or licensed by the CCHHS from or through Contractor hereunder, to the fullest extent that the foregoing may be so assigned. Contractor warrants and covenants that it shall exercise commercially reasonable efforts to enforce on the CCHHS's behalf any such warranties, indemnities, and other commitments, to the extent that they cannot be so assigned, as necessary or appropriate at any time during which such warranties, indemnities and other protections are in effect. Contractor further warrants and covenants that it shall, at all such times, reasonably work with and coordinate the efforts of such manufacturers and suppliers to ensure that the CCHHS promptly obtains any required warranty or other service.

**GC-6.17      No Further Warranty**

THE WARRANTIES SET FORTH IN THIS CONTRACT SHALL BE EXCLUSIVE. OTHER THAN AS PROVIDED IN THIS CONTRACT, THERE ARE NO EXPRESS WARRANTIES AND THERE ARE NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **GC-7 CONFIDENTIALITY; PROPRIETARY RIGHTS**

### **GC-7.1 Confidentiality**

#### **A. Protection of Confidential Information**

Each party shall, at all times: (i) maintain the confidentiality of the Confidential Information of the other party; (ii) take reasonable and appropriate steps to prevent the use, disclosure, dissemination, or copying of the Confidential Information of the other party other than as necessary for such party to perform its obligations under this Contract; (iii) use at least the same care to prevent disclosure of the Confidential Information of the other party to third parties as it employs to avoid disclosure, publication, or dissemination of its own Confidential Information of a similar nature, but in no event less than a reasonable standard of care; (iv) use the Confidential Information of the other party solely as necessary and appropriate for the purpose of performing its obligations under this Contract; (v) not acquire any express or implied right or license to any intellectual property or other proprietary right in or to, or assert any lien against, the Confidential Information of the other party; (vi) use commercially reasonable efforts to inform its employees and subcontractors who perform duties with respect to this Contract about the restrictions with regard to Confidential Information set forth in these General Conditions; and (vii) notify the other party as soon as possible in the event of any use, disclosure, or loss of Confidential Information of or about the other party other than as permitted by this Contract. The provisions of this Section GC-7.1(A) are in addition to, and not in replacement of, any provisions of or protections afforded any information or materials by applicable law, such as, for example, the Illinois Freedom of Information Act. For the avoidance of doubt, Contractor shall not have the right to compile and distribute statistical analyses and reports that are beyond the scope of this Contract utilizing Confidential Information or data of the CCHHS, or information or data derived from Confidential Information or data of the CCHHS, without the express prior written approval of the CCHHS, in its sole discretion. In the event such approval is given, a written or electronic copy of any such analyses and reports that are produced and distributed by Contractor shall be promptly furnished to the CCHHS without charge.

#### **B. Permitted Disclosures**

Notwithstanding the restrictions of this Section GC-7.1(B), each party may disclose Confidential Information of the other party to its employees, agents, and subcontractors: (i) as necessary and appropriate for the performance of their assigned duties; and (ii) who have a legal duty to protect the Confidential Information that is substantially equivalent to the obligations of confidentiality imposed upon such party hereunder. Each party may disclose Confidential Information of the other party to other third parties, with the prior written consent of the other party and provided that such third parties have a legal duty to protect the Confidential Information that is substantially equivalent to the obligations of confidentiality imposed upon such party hereunder. Contractor assumes full responsibility for the acts or omissions of its and its subcontractors' subcontractors, employees, agents, and representatives with respect to the

Confidential Information of the CCHHS, regardless of time and place and of whether such acts or omissions are within the scope of employment or engagement.

C. Required Disclosures

Either party may disclose Confidential Information of the other party to the extent disclosure is required by law or by order of a court or governmental agency. The party that is subject to such law or order shall use all reasonable efforts to: (i) maintain the confidentiality of the Confidential Information by giving the party who owns such Confidential Information (or to whom such Confidential Information otherwise pertains) prompt notice; and (ii) cooperate with such other party to protect the confidentiality of such Confidential Information. The party who owns such Confidential Information (or to whom such Confidential Information otherwise pertains) shall have the right to seek, with the other party's assistance and cooperation, a protective order or otherwise protect the confidentiality of such Confidential Information.

D. Injunctive Relief

Each party acknowledges and agrees that any breach of any provision of this Section GC-7.1(D) by that party or its subcontractors, or by their respective personnel, agents, or representatives, may cause immediate and irreparable injury to the other party that cannot be adequately compensated for in damages, and that, in the event of any such breach and in addition to all other remedies available at law or in equity, the other party shall be entitled to seek injunctive relief from any court of competent jurisdiction, without bond or other security.

E. Return of Confidential Information

Upon either termination or expiration of this Contract, and upon the request of the other party from time to time, each party shall promptly return or destroy, at the other party's option, the other party's Confidential Information and all copies thereof (except, if the term of this Contract has not yet expired or been terminated, each party shall be permitted to retain such Confidential Information of the other as is necessary and appropriate for continued performance hereunder). Notwithstanding anything to the contrary in this Section, to the extent and for so long as such return or destruction is infeasible (e.g., with regard to Confidential Information of the other party retained in the memories of a party's employees), the protections of this Section GC 7.1(E) shall continue to apply to such Confidential Information. In the event the return or destruction of Confidential Information of the other party is infeasible, the party unable to make such return or destruction shall promptly notify the other party in writing, indicating the reason for such inability, the expected duration, and the specific Confidential Information to which such inability applies.

**GC-7.2      Proprietary Rights**

**A.      Ownership; Licenses**

Any Materials that are prepared, produced, and delivered or provided by or on behalf of Contractor to the CCHHS in connection with the Services provided under this Contract shall all be CCHHS Materials. This shall include any Software developed specifically for the System that is not generally commercially available and that is paid for separately by the CCHHS pursuant to this Contract. The CCHHS shall own all right, title, and interest in CCHHS Materials and all intellectual property and other proprietary rights (including, but not limited to, patents, copyrights, trademarks, and trade secrets), of the United States and any other country recognizing such rights, pertaining thereto. The parties hereto intend and agree that, to the extent permitted by law, all CCHHS Materials shall conclusively be deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. 101 et seq., and that the CCHHS will be the sole and exclusive owner of the copyright therein and of all aspects, elements and components thereof in which copyright can subsist. To the extent that any portion of the CCHHS Materials does not qualify as a "work made for hire," or any right, title, or interest in or to the CCHHS Materials otherwise vests or arises in Contractor (other than the license expressly granted Contractor below), Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the CCHHS, and its successors and assigns, all right, title and interest in and to such CCHHS Materials and all intellectual property and other proprietary rights, of the United States and any other country recognizing such rights, pertaining thereto (with such rights also inuring to the United States Department of Homeland Security and to the Illinois Emergency Management Agency), free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. The CCHHS hereby grants Contractor a limited, nonexclusive license to use the CCHHS Materials solely as necessary and appropriate during the term of this Contract for the performance of the Services and for Contractor to perform and fulfill its obligations hereunder. Contractor may nevertheless retain one copy of the CCHHS Materials solely for archival purposes.

**B.      Notices; Marks; No Implied Licenses**

Each party agrees to reproduce the copyright notice and any other legend of ownership on any copies of Materials that are made under the licenses granted in this Section GC-7.2. Neither party grants the other the right to use its trademarks, trade names, or other designations in any promotion or publication without the prior written consent of such party. Each party grants the other only the licenses and rights expressly specified in this Contract. No implied licenses or rights (including licenses or rights under patents) are granted.

**C.      Further Assurances**

At the request and cost of either party, the other party shall make, execute, and deliver such documents and instruments as may be needed or reasonably requested by

such other party to establish, protect, or enforce its rights in any Materials or to otherwise give effect to the provisions of this Contract.

## **GC-8 PERSONNEL AND POLICIES**

### **GC-8.1 Contractor Personnel**

#### **A. Assignment and Conduct of Personnel**

Contractor shall, at all times during the term of this Contract, assign and devote to the performance of the Services hereunder such appropriately qualified, certified, experienced, trained, and skilled personnel as are necessary and sufficient to perform all such Services, and to fulfill all of Contractor's responsibilities and obligations hereunder, in accordance with the provisions and requirements of this Contract. Such personnel shall include, but shall not be limited to, the individuals who are identified, respectively, as Contractor's "Project Manager" or as members of the "Key Personnel" in any Statement of Work to this Contract (with any subsequent replacements or successors, in accordance herewith, to the positions held by such individuals being included in the respective definition of such terms, and with Contractor's Project Manager being deemed to be one of the Key Personnel). Contractor's Project Manager shall at all times: (i) be appropriately qualified, trained, and skilled for such position and experienced in projects similar in scope and complexity to the Project and the Services being performed hereunder; (ii) act as the primary liaison between Contractor and the CCHHS regarding this Contract; (iii) have overall responsibility for directing all of Contractor's activities hereunder; and (iv) be vested with the necessary authority to fulfill all of the responsibilities of Contractor's Project Manager described in this paragraph or elsewhere in this Contract, including the authority to agree to and execute amendments to this Contract on behalf of Contractor. Except as otherwise expressly provided herein, Contractor's Key Personnel shall be assigned, and an appropriate portion of their professional time shall be dedicated, to their respective positions in the performance of the Services for the entire duration of the Project (and in the case of the Contractor's Project Manager, shall be dedicated full-time to the Project for the entire duration of the Project), except in the event of resignation, termination, or illness of individual Key Personnel that prevents them from completing their respective assignments. Contractor shall not make any change in the Key Personnel, or otherwise replace, remove, or reassign any of the Key Personnel, without prior notice to, and the express prior written consent of, the CCHHS, which consent shall not be unreasonably withheld. If any of the Key Personnel are, at any time, due to resignation, termination, or illness, unable to perform his or her assigned role or function, as described in this Contract, Contractor shall promptly give written notice thereof to the CCHHS and shall promptly furnish a replacement for such individual. Any replacement or additional Key Personnel shall be appropriately qualified, certified, experienced, trained, and skilled, as appropriate to the position or role to which assigned, and in a manner substantially equivalent to the individual being replaced. All replacement and additional Key Personnel shall be subject to the review (including an interview, if requested by the CCHHS) and, if acceptable, the written approval of the CCHHS, which shall not be unreasonably withheld.

Subcontractor personnel shall be professional, courteous, and respectful of the CCHHS and the Project's goals.

B. Replacement of Personnel

Notwithstanding anything to the contrary elsewhere in this Contract, if the CCHHS believes that the performance, background, or conduct of any person or subcontractor assigned by Contractor or its subcontractors to the performance of Services hereunder is unsatisfactory for any reason, or does not comply, or is not complying, with the requirements of this Contract, the CCHHS shall so notify the Contractor, and Contractor shall: (i) promptly (within no more than five (5) business days after receipt of such notice) and appropriately address the performance or conduct of such person or subcontractor; or (ii) at the CCHHS's request, remove and replace such person with another person acceptable to the CCHHS and meeting all of the applicable requirements described in this Contract.

C. Training

Contractor shall provide (and shall cause its subcontractors to provide) such technical and interpersonal training to its and its subcontractor's personnel assigned to the performance of Services hereunder as is necessary and appropriate for them to collectively perform, on behalf of Contractor, all of Contractor's duties under this Contract. In any event, the levels and extent of training provided by Contractor, or the applicable subcontractor, to such personnel shall be equal to or more extensive than the average levels of training given to Contractor's or such subcontractor's other personnel holding similar positions under similar circumstances and performing work of a similar nature and level of complexity.

**GC-8.2 CCHHS Personnel and Policies**

A. Assigned Personnel

The CEO, or his designee, shall at all times: (a) act as the primary liaison between the CCHHS and Contractor's Project Manager; (b) have overall responsibility for directing all of the CCHHS's activities hereunder; and (c) except as expressly provided otherwise herein, be vested with the necessary authority to achieve the fulfillment of the CCHHS's responsibilities hereunder. The CCHHS shall also assign such additional personnel to the Project as are reasonably necessary and appropriate to fulfill the CCHHS's obligations in accordance with this Contract. If any person so assigned by the CCHHS is reassigned, becomes incapacitated, or ceases to be employed by the CCHHS, and therefore becomes unable to perform the functions or responsibilities that had been assigned to such person, the CCHHS shall, within a reasonable period of time, replace such person with another person appropriately qualified to perform the functions and responsibilities that had formerly been assigned to the person being replaced.

B. CCHHS Policies and Procedures

Contractor covenants that it and its subcontractors, and their respective personnel assigned to the performance of Services hereunder, shall at all times comply with and abide by all reasonable policies and procedures of the CCHHS (as such may exist or be revised or established from time to time) that have been provided to Contractor by CCHHS and that reasonably pertain to Contractor in connection with its performance hereunder, including all such policies that pertain to conduct on the CCHHS's premises, use or possession of contraband, or the access to, and security and confidentiality of, the CCHHS's information technology, data, or resources, or related systems, networks, equipment, property, or facilities. Any access mechanisms (e.g., access IDs, passwords, and access cards) issued to Contractor's or its subcontractors' personnel shall be used only by the specific individuals to whom they are issued. Contractor shall provide individuals engaged in the performance of Services hereunder with only the level of access to the CCHHS's systems and facilities as is reasonably required to perform the tasks and functions for which such person is responsible. Contractor shall, from time to time, and upon the CCHHS's request, provide the CCHHS with an update-to-date list of the personnel assigned to the performance of Services and who have the access to the CCHHS's systems, network, and data. Contractor shall cooperate with the CCHHS in ensuring Contractor's compliance with the policies and procedures described in this Section, and any violations or disregard of such policies or procedures shall, in addition to all other available rights and remedies of the CCHHS hereunder, be cause for denial of access or use by the applicable personnel of Contractor or its subcontractors to the CCHHS's premises, Facilities, information systems, networks, equipment, or other property.

C. Conduct on CCHHS Premises

Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the CCHHS's premises. The operation of vehicles by any personnel of Contractor or its subcontractors who are assigned to the performance of Services hereunder shall conform to posted and other regulations and safe driving practices. Accidents on the CCHHS's property and involving any such personnel shall be reported promptly to the appropriate personnel of the CCHHS and, if applicable, the County.

D. Office Space and Furnishings

CCHHS shall make available to Contractor such reasonably unencumbered access, and such office space, furnishings, and storage space, as is reasonably necessary and appropriate for Contractor to perform the Services, and otherwise fulfill its obligations under this Contract, at the appropriate Facilities and locations of the CCHHS and, when applicable, in a manner similar to that in which the CCHHS makes such access, space, furnishings, and storage space available to its own employees performing similar work. All such office space, furnishings, and storage space, and all assets and facilities of the CCHHS are provided "AS IS, WHERE IS," without warranties of any

kind, express or implied, and are to be used by Contractor solely as necessary and appropriate for the performance of its obligations under this Contract.

## **GC-9 RISK MANAGEMENT**

### **GC-9.1 Waivers of Subrogation**

Contractor shall require all policies of insurance that are in any way related to this Contract and are secured and maintained by Contractor (except for Contractor's Professional Errors and Omissions insurance policy, where not standard practice) to include in such policies clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against the CCHHS.

Contractor shall waive all rights of recovery against the CCHHS and its Board and other contractors and subcontractors, that Contractor may have or acquired because of deductible clauses in, or inadequacy of limits of, any policies of insurance that are in any way related to the activities associated with this Contract and that are secured and maintained by Contractor.

Contractor shall endeavor to require its subcontractors (and their respective subcontractors) to waive their respective rights of recovery (in a manner consistent with the aforesaid waiver by Contractor) against the CCHHS and the Board.

### **GC-9.2 Insurance Requirements of Contractor**

Prior to the commencement of the Services, Contractor shall secure and thereafter, except as otherwise provided herein, maintain at all times during the term of this Contract, the insurance specified below in this Section, with the CCHHS and the Board named as additional insured parties (except for Contractor's Workers' Compensation, Crime & Fidelity and Professional Errors and Omissions insurance policies) and with annual limits not less than those specified below for each type of coverage. Nothing contained in these insurance requirements shall be to be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from its operations under this Contract. Failure of Contractor to procure the required insurances shall in no way relieve Contractor from its obligations under this Contract. The insurance purchased and maintained by Contractor shall be primary and not excess or pro rata to any other insurance issued to the CCHHS, except: (i) for premises liability on the CCHHS's premises and where the claim results from operations that Contractor (or any of its subcontractors) does not control; and (ii) to the extent that any loss, claim, or action is caused by or arises out of the negligence of the CCHHS.

Contractor shall at all times during the period in which this Contract is in force and effect provide and maintain insurance of the types, and with limits for each such type of insurance of not less than those, set forth below in this Section.

Required Insurance Coverages. Throughout the term of this Contract, Contractor shall maintain in force, at minimum, the insurance coverages described below. Any exceptions must be approved by CCHHS.

- (a) Commercial General Liability Insurance, including Products/Complete Operations and Advertising Injury coverage, with a minimum combined single limit of \$1 million per occurrence and minimum general aggregate limit of \$2 million;
- (b) Umbrella Liability Insurance, including Products/Complete Operations and Advertising Injury coverage, with a minimum limit of \$15 million per occurrence and minimum aggregate amount of \$15 million;
- (c) Worker's Compensation Insurance and Employer's Liability Insurance or any alternative plan or coverage as permitted or required by applicable law;
- (d) Errors and Omissions Liability Insurance covering the liability for financial loss due to error, omission or negligence of Contractor with a minimum amount of \$10 million including coverage for loss arising out of or in connection with Loss or Disclosure of Confidential or Confidential Medical Information;
- (e) Comprehensive Automotive Liability Insurance covering use of all owned, non-owned and hired automobiles with a minimum combined single limit of \$1 million per occurrence for bodily injury and property damage liability;
- (f) "All Risk" Property Insurance in an amount equal to the replacement value of the Equipment as to which Contractor bears the risk of loss. In the event that CCHHS places any of its Equipment, whether owned or leased, in the care, custody or control of Contractor CCHHS will provide Contractor with the replacement value of such Equipment. Should CCHHS fail to provide the Contractor with the replacement cost value of such Equipment, then the Contractor shall be relieved of all liability for the loss or damage to such Equipment regardless of how such loss or occurs;
- (g) Fidelity/Crime Coverage and Blanket Employee Dishonesty and Computer Fraud Insurance for loss arising out of or in connection with fraudulent or dishonest acts committed by the employees of Contractor, acting alone or in collusion with others, in a minimum amount of \$500,000, which, together with applicable layers of excess coverage, equals or exceeds \$4 million per loss;
- (h) Should the Contractor subcontract any portion of the work, Contractor will require that all subcontractors carry insurance(s) in accordance with Contractor's normal business practices.

Contractor shall maintain these insurance coverages in full force and effect, during the term of the contract, including any extensions, and for a period of two (2) years thereafter. If for any reason such policy insurer cancels or fails to renew such policy, Contractor shall promptly notify

County's Risk Manager and purchase a replacement policy containing substantially the same terms as such policy and including a "Prior Acts Coverage Endorsement" effective from the Effective Date.

### **GC-9.3 Contractor Obligations**

Contractor and all subcontractors shall not knowingly violate, or knowingly permit to be violated, any condition of the policies of insurance required by the terms of this Contract and shall at all times satisfy the requirements of the insurance companies issuing such policies.

### **GC-9.4 Insurance Notices, Costs and Losses**

All policies of insurance that are required, under the terms of this Contract, to be secured and maintained shall be endorsed to provide that the insurance company shall endeavor to notify the CCHHS at least 30 days prior to the effective date of any cancellation of such policies. Prior to the date on which Contractor or any subcontractor commences performance of its part of the Services hereunder, Contractor shall cause to be furnished to the CCHHS certificates of insurance maintained by Contractor in connection with the performance of the work. The certificates of insurance shall contain a contract description, policy numbers, expiration dates, and limits of liability, shall state that the CCHHS is an additional insured, and shall be signed by an authorized agent of the insurance company. All certificates of insurance submitted to the CCHHS shall be in a form and content acceptable to the CCHHS. The receipt of any certificate does not constitute agreement by the CCHHS that the insurance requirements in this Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Contract. The failure of the CCHHS to obtain certificates or other insurance evidence from Contractor shall not be deemed to be a waiver by the CCHHS. No overhead or profit elements will be allowed on insurance premiums or self-insured retention.

## **GC-10 DISPUTES, DEFAULT AND TERMINATION**

### **GC-10.1 Dispute Resolution**

Except as otherwise provided in this Contract, any dispute between Contractor and the CCHHS concerning a question of fact arising under this Contract (a "Dispute") will be initially addressed by the Project Managers. If the Project Managers fail to resolve the matter within three (3) days after they each first become aware thereof, the Dispute will be escalated to the CEO and Contractor's "Client Director" or equivalent. Dispute resolution as provided herein shall be a condition precedent to any other action or law or in equity.

### **GC-10.2 No Suspension or Termination of Services**

Notwithstanding anything to the contrary contained elsewhere herein, and even if any Dispute or other disagreement arises between the parties, and regardless of whether or not it requires at any time the use of the dispute resolution procedures described above, in no event nor for any reason shall Contractor interrupt, suspend, or terminate the provision of Services to the

CCHHS hereunder, disable the System, any Components, or any other hardware or software used to provide Services, or perform any other action that prevents, or impedes, the provision of Services or the CCHHS's ability to conduct its activities (other than minimal, routine interruptions necessary in order for Contractor to provide the Services, as provided herein), unless: (i) authority to do so is granted by the CCHHS or conferred by a court of competent jurisdiction; or (ii) this Contract has been terminated, including pursuant to Section GC-10.3(B), below, or has expired, in accordance herewith.

### **GC-10.3 Default, Remedies and Termination**

#### **A. Termination for Contractor's Default**

##### **1. Default**

Contractor shall be in default hereunder in the event of any material breach by Contractor of any material term or condition of this Contract that (if such breach is capable of cure) Contractor fails to cure within thirty (30) days (or such other time period to which the parties mutually agree in writing) after written notice thereof is given to Contractor by the CCHHS, setting forth the nature of such breach. Notwithstanding the immediately preceding sentence, no such cure period shall be required, and Contractor shall immediately be in default hereunder, in the event of any material breach hereof that: (i) is incapable of cure (e.g., an improper or unauthorized disclosure of Confidential Information of the CCHHS's); or (ii) represents an affirmative repudiation of, or a refusal or unwillingness to perform Contractor's undisputed obligations under, this Contract by Contractor .

##### **2. Notice and Withholding**

Without limiting any other rights or remedies available under this Contract, upon providing written notice to Contractor of any material breach hereof, or written notice that Contractor is in default hereof, the CCHHS may in its discretion, and without being subject to interest or being in breach of its other obligations under this Contract, withhold payment of any amounts otherwise owed or payable to Contractor hereunder until such time as Contractor has cured the breach or default that is the subject matter of the notice.

##### **3. Termination**

If Contractor fails to cure a material breach or default hereof within the thirty (30) day cure period (or such other period as is otherwise mutually agreed) described above in this Section (with respect to breaches or defaults with respect to which such cure period is applicable), the CCHHS may terminate this Contract upon providing Contractor with thirty (30) days' prior written notice of such termination. With respect to any other material breach or default hereof (i.e., those to which such a cure period is not applicable), the CCHHS may terminate this Contract immediately upon providing Contractor with written notice thereof. In addition, in the event of any such termination, the CCHHS shall have the right

to exercise and pursue any other remedies available to it hereunder, at law, or in equity, subject to the limits set forth elsewhere in this Contract.

**B. Termination for CCHHS's Default**

1. Default

The CCHHS shall be in default hereunder in the event of any material breach by the CCHHS of any material term or condition of this Contract that (if such breach is capable of cure) the CCHHS fails to cure within thirty (30) days or such other period as is mutually agreed upon after written notice thereof is given to the CCHHS by Contractor, setting forth the nature of such breach.

2. Termination

If the CCHHS fails to cure a material breach or default hereof within the thirty (30) day cure period described above in this Section (with respect to breaches or defaults with respect to which such cure period is applicable), or in the event of a material breach hereof by the CCHHS that is incapable of cure, as described above, Contractor may terminate this Contract upon providing the CCHHS with thirty (30) days prior written notice of such termination.

**C. Termination for Convenience and Non-Appropriation of Funds**

1. Termination for Convenience

In addition to the termination rights provided above, the County may terminate this Contract the Services to be provided hereunder, at any time upon providing ninety (90) days' notice thereof, in writing, to Contractor. In the event of such a termination, the County shall pay Contractor in accordance with the Termination Fee schedule set forth in Section 10 of Attachment D. Such payment shall be in full settlement for all Services, Deliverables, Equipment, Software, and other items or materials that were, or were to have been, provided under this Contract by Contractor. Notwithstanding the foregoing, the CCHHS may terminate Attachment C (Hosting) at any time without penalty upon ninety (90) days' notice thereof, in writing.

2. Termination for Non-Appropriation of Funds

The continuation of this Contract and the obligations of the CCHHS are contingent upon the appropriation by the Cook County Board of Commissioners of sufficient and appropriate funds to fulfill the requirements of the Contract. In the event funds are not appropriated by the Cook County Board of Commissioners, this Contract shall be cancelled without penalty to, or further payment required by, the CCHHS Board or the County of Cook. The CCHHS, its Board's or the County of Cook's obligation to perform under this Contract shall

cease immediately upon receipt of notice to Contractor of lack of appropriated funds. Further, any obligation of the CCHHS, its Board or the County of Cook under this Contract shall also be subject to termination or cancellation at any time when there are not sufficient authorized funds available to meet such obligation. In the event of termination pursuant to this Section 10.3(C)(2), CCHHS shall pay Contractor for all outstanding invoice amounts and for those amounts specified in the column entitled "Total Termination Fee Due to Failure to Approve Budget" of Exhibit 1 to Attachment D.

**D. Effects of Termination**

1. Delivery of Materials and Purchased Items

(a) **Purchase or Lease of Dedicated Assets.**

Upon a termination of the Contract (except for a termination of Attachment C which would be without penalty or purchase requirements), CCHHS shall (i) acquire, through repurchase or lease assignment, Contractor's interest in any Equipment or Software (which CCHHS has not already paid for in full) which are Dedicated Assets owned or leased by Vendor pursuant to the Contract; (ii) reimburse Contractor for any prepaid Software or Hardware maintenance fees paid to Contractor's third party vendors; and (iii) assume financial responsibility for any Software or Hardware maintenance fees due to Contractor's third party vendors for the balance of the Term. The "Acquisition Price" to CCHHS for Dedicated Assets is set forth in Section GC-10.3(D)(1)(b) below.

(b) **Dedicated Asset Acquisition Price.**

Upon a termination or expiration of the Term, CCHHS's "Acquisition Price" for Dedicated Assets acquired or assumed pursuant to this Section GC-10.3(D)(1)(a) shall be the current "book value," net of accumulated depreciation or amortization, provided that: (i) the amount booked by Contractor for depreciation is done on no less than a "straight-line" basis and the "acquisition basis" is no more than Contractor's direct purchase cost for the Dedicated Asset, including the cost of third party implementation services if any (except for Contractor's personnel, capitalized labor required for implementation of the Dedicated Assets, which shall only include salaries and wages, employee benefits and direct overhead expenses, and have a basis established in accordance with Generally Accepted Accounting Practices); and (ii) for Dedicated Assets which are the subject of a finance lease, the net present value of the lease payments assumed by CCHHS shall be credited against the Acquisition Price. CCHHS shall pay the Acquisition Price to Contractor concurrently with Contractor's delivery to CCHHS of the Dedicated Asset and a bill of sale or other appropriate documentation acceptable to CCHHS, in CCHHS' reasonable business judgment.

CCHHS shall assume Contractor's interest in any Dedicated Assets which are expensed by Contractor (including operating leases, maintenance agreements and Software acquired on an ASP basis) with no acquisition cost to CCHHS, except for: (i) the assumption of all future contractual obligations with respect to such Dedicated Assets; and (ii) the amount, if any, of pre-

payments made by Contractor in connection with such Dedicated Assets attributable to the period after such assumption of Contractor's interest.

3. Termination Services

Commencing six (6) months before the expiration of the Term or, if applicable, upon delivery of a termination notice by CCHHS or CONTRACTOR pursuant to this Section GC-10.3(D), and continuing until the expiration of the Term or the effective date of termination specified in the notice, in addition to the Services which CONTRACTOR will continue to provide to CCHHS or CCHHS's designee at the Charges for such Services, CONTRACTOR will provide assistance reasonably requested to facilitate the orderly transfer of the Services to CCHHS or its designee ("Termination/Expiration Assistance"). The Charge for Termination/Expiration Assistance shall be at CONTRACTOR's then current hourly rates for the applicable labor categories plus Reimbursable Expenses. Notwithstanding the above, in the event that this Contract is terminated by CONTRACTOR for non-payment, CCHHS must prepay, on a monthly basis, all Charges commencing with the first date of Termination/Expiration Assistance by CONTRACTOR.

At CCHHS's request, CONTRACTOR will provide to CCHHS for up to six (6) months after the expiration date of the Term or, if applicable, the effective date of termination, any and all of the Services being performed by CONTRACTOR prior to such date, including, without limitation, Termination/Expiration Assistance. This Contract will continue to govern the performance of all such Services during such period and (i) the Charge for such Services will be the rates in effect as of the expiration or termination date, and (ii) the Charge for any Termination/Expiration Assistance shall be at CONTRACTOR's then current hourly rates for the applicable labor categories plus Reimbursable Expenses. Notwithstanding the above, in the event this Contract is terminated by CONTRACTOR for non-payment, CCHHS must prepay, on a monthly basis, all Charges commencing with the first date of Termination/Expiration Assistance by CONTRACTOR.

**GC-11 DAMAGES; MAXIMUM LIABILITY**

THE MAXIMUM, CUMULATIVE AND AGGREGATE MONETARY LIABILITY OF EITHER PARTY FOR ALL CLAIMS AND ACTIONS OF ANY KIND ARISING UNDER OR RELATING TO THIS CONTRACT, WHETHER BASED ON THEORIES OF CONTRACT, MAINTENANCE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT THAT HAS THEN BEEN PAID, AND THE AMOUNT THEN PAYABLE, FOR CONSULTING SERVICES INVOICED DURING THE PRIOR TWELVE (12) MONTH PERIOD PURSUANT TO THIS CONTRACT.

NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS) IN CONNECTION WITH THIS CONTRACT. THE LIMITATIONS ON THE TYPES OF RECOVERABLE DAMAGES SET FORTH IN THIS SECTION GC-11 SHALL APPLY IRRESPECTIVE OF WHETHER THE POSSIBILITY OF ANY SUCH DAMAGES WAS KNOWN OR HAD BEEN DISCLOSED TO EITHER PARTY IN ADVANCE, OR COULD HAVE REASONABLY BEEN FORESEEN BY EITHER PARTY AND NOTWITHSTANDING THE FORM IN WHICH ANY CLAIM OR ACTION IS BROUGHT.

## **GC-12 FINANCIAL TERMS**

### **GC-12.1 General**

Subject to the terms of this Contract, Contractor shall provide, and the CCHHS shall make payment to Contractor for, all Equipment, Software, Services, and Deliverables in accordance with the schedule of charges set forth in the applicable Statement of Work. The CCHHS shall only be responsible for making payments for Services which have actually been supplied to CCHHS by Contractor and for Equipment and Software which have been ordered as set forth below.

### **GC-12.2 Certain Fees Fixed**

The fees applicable to the items set forth below shall be fixed. As long as the CCHHS does not increase the quantity or change the type of the Deliverables to be provided under this Contract from that described in the Statements of Work, Contractor shall provide all of these Deliverables for no more than the fixed amounts set forth in Attachment D, Pricing and Payment:

- 1) Hardware Fee;
- 2) Lawson Software Fee;
- 3) Hosting Fees;
- 4) Lawson Software Maintenance Fees;
- 5) Hardware Maintenance Fees;
- 6) Reimbursable Expenses (capped pursuant to Section 7 of Attachment D)

### **GC-12.3 Invoices**

All invoices shall be submitted by to the CEO, consistent with the provisions immediately above. The CCHHS shall make payment to the Contractor within forty-five (45) days following receipt of Contractor's invoice, provided that, if applicable, satisfactory documentation regarding the Equipment, Software or Services that are the subject of the invoice has first been provided to the CCHHS. All invoices submitted by the Contractor shall contain a detailed description of the Services for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed CCHHS Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include CCHHS Voucher form or which otherwise fail to comply with the requirements of this paragraph. All periodic Charges under this Contract (excluding Charges based upon actual usage or consumption of Services) will be computed on a calendar month basis, and will be prorated for any partial month.

### **GC-12.4 Late Payment.**

If payment is not received by Contractor within seventy-five (75) calendar days from invoice, Contractor may impose a late payment fee, which will consist of interest on the amount owing, accrued at the rate of one and one-half percent (1 1/2%) per month, or the maximum interest rate allowed by law, whichever is less, until the amount owing is paid in full.

### **GC-12.5 Disputed Amounts**

If CCHHS in good faith disputes all or any portion of an invoice for Charges, then CCHHS will pay the undisputed portion of the invoice by the due date and CCHHS will notify Contractor as soon as possible (and in any event no later than the due date of the invoice) of the specific amount disputed and will provide reasonable detail as to the basis for the dispute. Except as provided in this Contract, CCHHS will not withhold timely payment of any undisputed amount pending resolution of the disputed amount. Promptly after CCHHS notifies Contractor of the dispute, the Parties will then attempt to resolve the disputed portion of such invoice in accordance with the informal dispute resolution procedures set forth in Section GC-12. For invoices issued between the Effective Date and March 15, 2010 CCHHS' failure to dispute all or part of an invoice within forty-five (45) days from the date of invoice will be deemed as acceptance of the total invoiced amount. Thereafter, for invoices issued after March 15, 2010, CCHHS' failure to dispute all or part of an invoice within six (6) months from the date of invoice will be deemed as acceptance of the total invoiced amount.

### **GC-12.6 Taxes**

A Federal Excise Tax does not apply to materials purchased by the CCHHS. Illinois Retailers' Occupation Tax, Illinois Use Tax, Illinois Service Occupation Tax, and municipal and County Sales Taxes do not apply to purchases made by the CCHHS, by virtue of Illinois law. The fees and prices provided for in this Contract and in any Statement of Work shall include any and all taxes. If any applicable governmental authority imposes a duty, tax, levy, or fee,

excluding those based on Contractor's net income or property, upon any transaction under this Contract, then the CCHHS agrees to pay that amount, as specified in an invoice or supply exemption documentation.

## **GC-13 INDEMNIFICATION**

### **GC-13.1 Intellectual Property**

In accordance with the procedures set forth in Section 13.4, below, Contractor shall defend or, at its option, settle, and shall indemnify and hold harmless, the CCHHS's Indemnitees from and against all Losses arising out of any claim, action, or demand brought by any third party (including, but not limited to, claims by Contractor's subcontractors and suppliers under this Contract) for actual or alleged infringement of any patent, trademark, copyright, or other intellectual property or proprietary right (including misappropriation of trade secrets), based upon any of the Services, Deliverables, Materials, Components, or other items or materials provided by or on behalf of Contractor hereunder (or the CCHHS's use thereof in accordance with this Contract), excluding any hardware, software, technology, and materials that were already owned (i.e., prior to the Effective Date) by the CCHHS or provided to Contractor by the CCHHS for use hereunder (any such claim, action, or demand, an "Infringement Claim").

In the event of an Infringement Claim, or if, in Contractor's opinion, an Infringement Claim is likely, Contractor shall, in its reasonable discretion, either procure a license to enable the CCHHS's Indemnitees to continue to use the applicable Services, Deliverables, Materials, Components, or other items or materials or provide such Indemnitees with a non-infringing substitute reasonably acceptable to the CCHHS. If neither of the options described in the immediately preceding sentence are reasonable, feasible, or practicable through Contractor's exercise of all reasonable efforts, then Contractor shall promptly refund to the CCHHS all amounts paid hereunder for the applicable allegedly infringing Services, Deliverables, Materials, Components, or other items or materials (plus a pro-rated portion of the amounts paid for any other Services, Deliverables, Materials, Components, or other items or materials provided by Contractor hereunder, in such proportion as the use, functionality, performance, or value thereof to the CCHHS or the Permitted Users is materially reduced), except as follows:

1. For any given Equipment, the amount refunded by Contractor to the CCHHS for such Equipment shall be an amount equal to the CCHHS's net book value for such Equipment, provided that the CCHHS has followed generally accepted accounting principles, or accounting principles applicable to local units of government; and
2. For any given Software, the amount refunded by Contractor to the CCHHS for such Software shall be an amount equal to the amount paid by the CCHHS for the applicable Software, provided that the CCHHS and the Permitted Users shall promptly cease using, and shall return, the applicable allegedly infringing Software and any license previously granted the CCHHS or the Permitted Users to such Software shall be revoked.

### **GC-13.3 Third Party Services**

In accordance with the procedures set forth in Section 13.4, below, Contractor shall defend, indemnify, and hold the CCHHS's Indemnitees harmless from and against all Losses related to claims by third parties (including, but not limited to, claims by any of Contractor's subcontractors or suppliers under this Contract or their respective employees) based upon a breach by Contractor of this Contract or an alleged breach by Contractor of any contractual arrangement with such third party (e.g., an employment arrangement or agreement or a subcontract).

### **GC-13.4 Procedures**

If any legal action or claim governed by this Section 13.4 is commenced against an Indemnitee, prompt written notice thereof shall be given to the Contractor. The CCHHS shall use reasonable efforts to provide the Contractor with such notice not later than twenty (20) days prior to the date on which a response to such claim is required to be filed, except that failure to give prompt notice shall reduce the Contractor's obligations under this Section only in the event and to the extent it is prejudiced thereby. After receiving any such notice, Contractor shall respond in writing to the CCHHS as to whether Contractor believes that the right of indemnification under this Contract applies with respect to such claim, and if the right of indemnification under this Contract does so apply, then Contractor shall be entitled to take control of the defense and investigation of such claim and to employ and engage attorneys of its choice to handle and defend same, at Contractor's expense. The Contractor shall use reasonable efforts to provide the CCHHS with the response referenced in the immediately preceding sentence not later than ten (10) days prior to the date on which a response to such claim is required to be filed. The Indemnitees shall cooperate in all reasonable respects with the Contractor and its attorneys in the investigation, trial, and defense of such claim and any appeal arising therefrom, except that the Indemnitees may, at their own expense, participate, through its attorneys or otherwise, in such investigation, trial, and defense of such claim (including the assertion of applicable immunities or limitations on liability) and any appeal arising therefrom. No settlement of a claim that adversely affects an Indemnitee shall be entered into by the Contractor without the prior written consent of the Indemnitee, which consent may be given or withheld in the Indemnitee's sole discretion. If Contractor does not assume full control over the defense of a claim subject to indemnification under this Section, the CCHHS (or its designated Indemnitee) shall have the right to defend and settle the claim in such manner as it may deem appropriate, at the expense of Contractor. Contractor expressly understands and agrees that no performance bond or insurance protection required of Contractor, or otherwise provided by Contractor, in connection with this Contract shall in any way limit the responsibility to indemnify the CCHHS's Indemnitees as provided in this Section.

## **GC-14 MISCELLANEOUS**

### **GC-14.1 Excused Performance**

(A) CCHHS. CCHHS shall not be liable for failing to fulfill any obligation under this Contract to the extent such failure is caused by an event beyond the CCHHS's reasonable control and which event is not caused by its fault or negligence

(B) Contractor. Contractor will not be liable for any failure to meet its obligations under this Contract if such failure is attributable to: (i) infringements of third party proprietary rights by County or a County employee, representative, agent or subcontractor; (ii) willful misconduct or violations of law by County or an County employee, representative, agent or subcontractor; (iii) acts of God, acts of war, fires, lightning, floods, epidemics, or riots; (iv) any failures or defects in County controlled software or hardware not under the control of Contractor; (v) the acts or omissions of CCHHS or any third party acting on CCHHS's behalf; and (vi) any other event beyond Contractor's reasonable control and which event is not caused by Contractor's (or its subcontractors') negligence and to the extent that such failure, or the consequences thereof, could not reasonably have been foreseen, prevented, avoided, or mitigated by Contractor through the use of technology or practices common and prevalent in the industry, by reasonable diligence or testing. In performing its obligations under this Contract, Contractor will be entitled to rely upon any routine instructions, authorizations, approvals or other information provided to Contractor by the CEO or the CEO's designee. Unless Contractor knew or in the course of its provision of the Services should have known, of any error or inaccuracy in such instructions, authorizations, approvals or other information, Contractor will incur no liability or responsibility of any kind in relying on or complying with any such instructions, authorizations, approvals or other information.

#### **GC-14.2 Compliance with Laws**

**Compliance with Laws.** Each party shall observe and comply with all laws, ordinances, regulations and codes, of any applicable federal, state, county, or other local government agencies ("Laws"), that may in any manner apply or relate to, or affect, this Contract or performance hereunder, and each party shall cause each of its subcontractors, and the respective employees and agents of the other and each such subcontractor, to so observe and comply. Contractor shall obtain any and all necessary permits, licenses and other authorizations necessary for Contractor's performance under this Contract.

#### **GC-14.3 Conflict of Interest**

Contractor represents that it presently has no interest, and covenants that it shall not acquire any interest, directly or indirectly, in the project to which this Contract pertains that would conflict in any manner or degree with the performance of the Services hereunder. Contractor further covenants that, in performance under this Contract, no person having any such interest shall knowingly be employed or engaged by Contractor or any of its subcontractors. Contractor agrees to inform the CCHHS, on a timely basis, of all of Contractor's interests, if any, as they exist or arise from time to time, that are, or that Contractor reasonably believes may be, incompatible with any interest of the CCHHS.

#### **GC-14.4 CCHHS Policies**

CCHHS has provided to Contractor a written copy of the Cook County Lobbyist Registration Ordinance, and the Cook County Ethics Ordinance, and Contractor shall comply

with all provisions thereof. Contractor shall, in a timely manner (and, as necessary, from time to time) familiarize itself with, and shall at all times comply with, all of the CCHHS's rules, regulations, policies, and procedures that in any way relate or pertain to performance hereunder, and Contractor shall inform its employees and subcontractors of, and shall cause them to comply with, all of the CCHHS's policies respecting contraband, conduct on the CCHHS's premises, security, confidentiality, and other matters that relate or pertain to performance hereunder.

#### **GC-14.5 Independent Contractor Status**

This Contract shall in no event be construed in such a way that either party constitutes, or is deemed to be, the representative, agent, employee, partner, or joint venturer of the other party. Contractor and its subcontractors, and their respective employees, suppliers, agents, and representatives, are independent contractors with respect to the CCHHS and the Municipalities and are not employees or agents of the CCHHS. It is expressly understood and agreed that Contractor and its subcontractors, and their respective employees, suppliers, agents, and representatives, shall in no event, as a result of this Contract, be entitled to any benefit to which the CCHHS's employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits, and injury leave and other leave benefits. As between the parties, each party is responsible for the supervision, direction, control, and compensation of its and its subcontractors' respective personnel. Subject to the provisions of Section GC-8, Personnel and Policies, Contractor reserves the right to determine the assignment of its personnel. Neither party shall have the authority to enter into any agreement, nor to assume any liability, on behalf of the other party, nor to bind or commit the other party in any manner, except as expressly provided herein.

#### **GC-14.6 Subcontracting and Assignment**

(A) Except as expressly set forth in this Contract, no right or interest in this Contract shall be assigned by Contractor to any third party, or any part of (or duties or obligations under) this Contract subcontracted, without the advance written consent of the CEO. The CCHHS reserves the right to impose reasonable conditions precedent to giving such consent, including, but not limited to, insurance and surety bond coverage requirements. Notwithstanding the CCHHS's consent to any assignment hereof or subcontracting hereunder, Contractor shall not be relieved from any of its obligations, duties, or responsibilities under this Contract, and no such assignment or subcontracting shall in any way change or modify the terms of this Contract. As between the parties, except where CCHHS assumes agreements with Contractor's subcontractors or third party vendors, Contractor shall, at all times and in all respects, be fully responsible and liable for its subcontractors, and its and its subcontractors' employees, under the terms of this Contract, notwithstanding time, place, or whether acting within the scope of employment or engagement. Except as expressly set forth in or contemplated by this Contract, Contractor shall not transfer or assign any Contract funds, or any claims due or to become due, without the advance written approval of the CEO, which approval shall not be unreasonably withheld. Any unauthorized transfer or assignment of any Contract funds, whether in whole or in part, or of any interest therein, and any unauthorized assignment of, or unauthorized subcontracting under, this Contract, by Contractor shall be null and void and of no force and effect with respect to the CCHHS.

(B) Contractor has entered into an agreement with Lawson Software Americas, Inc. ("Lawson") for the license and maintenance of the Lawson Application Suites listed in Attachment B ("Lawson Agreement"). It is the parties' intention that upon CCHHS's full payment of the Software License Fee set forth in Section 3 of Attachment D, CCHHS, Contractor and Lawson shall enter into a novation agreement in substantially the form attached as Exhibit 2 to Attachment B ("Novation Agreement") which provides that CCHHS shall become the customer of record for all terms, conditions, rights and liabilities in connection with Contractor's license of the Lawson Application Suites under the Lawson Agreement.

#### **GC-14.7 Identification of Subcontractors and Material Suppliers**

Contractor may not engage or utilize any third party for the furnishing of any services required of Contractor by this Contract without the prior written approval of the CCHHS which approval will not be unreasonably withheld, except that this provision shall not require the approval of the CCHHS with regard to Contractor's employees or any of the subcontractors specifically identified in the Statements of Work. All subcontractors and material suppliers of Contractor shall be accountable to the CCHHS while on the CCHHS's property and shall abide by all security regulations imposed by the CCHHS. The CCHHS agrees to provide Contractor with reasonable access, at no cost or charge, to the CCHHS's facilities and systems as is necessary for Contractor to fulfill its obligations hereunder.

#### **GC-14.8 Changes and Modifications**

The CCHHS and Contractor may, from time to time during the term of this Contract, make changes and extensions of time, or other modifications, to the Contract. All such changes, extensions, and modifications shall only be made by the mutual agreement of the parties in writing.

All Equipment, Software and Services provided pursuant to an approved modification shall be subject to all of the terms of this Contract, including, but not limited to, all warranties and representations of Contractor that are set forth in these General Conditions. Any proposed Contract modification that contains legal terms shall be void unless explicitly approved by the CEO in writing.

#### **GC-14.9 Accident Reports**

Contractor shall provide the CEO with a written report within a reasonable time after any accident or occurrence at a work site under this Contract and involves Contractor's own personnel or those of any subcontractor regardless of whether said accident or occurrence is in the nature of bodily injury to employees or to third parties or property damage. In any event, Contractor will provide such a report within two business days after the Contractor's Project Manager has notice of the accident. The report shall include the name of person(s) injured or otherwise involved, name of his or her employer, date, time, and location of occurrence, extent of any bodily injury and any damage to property, name(s) of eyewitnesses, the name of anyone who treated the person for injuries sustained, and such other information as may be necessary, appropriate, or requested by the CCHHS, from time to time. Contractor shall promptly notify the

local police of any accident or occurrence requiring an official police record. The accident report should indicate whether the police were notified and, if so, the number of the police report.

**GC-14.10      General Notices**

All notices required or otherwise to be given pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified, return receipt requested. Notice given as provided herein does not waive service of summons or process.

If to the CCHHS, to:

Chief Executive Officer

Cook County Health and Hospitals System

1900 W. Polk Street, Suite 220

Chicago, Illinois 60612

If to Contractor, to:

ACS Consultant Company, Inc. dba ACS Healthcare Solutions  
5225 Auto Club Drive  
Dearborn, MI 48126

Attention: Managing Director

With a copy to Corporate Counsel at the same address.

**GC-14.11      Governing Law and Forum**

This Contract shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Contract shall be in the Circuit Court of Cook County in Chicago, Illinois, or, if and as required, in an appropriate federal court, and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such courts and waives any claim that such courts do not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

**GC-14.12      Severability**

The parties agree that, to the extent that a court of competent jurisdiction shall determine that any part or provision of this Contract is unenforceable as a matter of law, the portion deemed unenforceable shall be severable and the remainder of the Contract shall survive and continue in full force and effect in accordance with the terms thereof.

**GC-14.13      Entire Agreement**

This Contract constitutes the entire agreement of Contractor and the CCHHS with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understanding, representations, negotiations, and commitments between Contractor and CCHHS with respect to the subject matter hereof. No usage of trade, or other course or regular practice or method of dealing between the parties, or with others, may be used to modify, interpret, supplement, or alter in any manner the express terms of this Contract. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. Unless expressly provided otherwise in this Contract, any reference herein to a particular Section, Exhibit, or Appendix (whether in this Contract or in any Statement of Work) shall be deemed to refer not only to the respective Section, Exhibit, or Appendix hereof that bears the specified designation, but to also refer to all subordinate provisions within the specifically referenced Section, Exhibit, or Appendix.

**GC-14.14      Approval Required**

This Contract between Contractor and CCHHS shall not become effective unless authorized and executed by the Board.

**GC-14.15      Binding Effect**

This Contract constitutes a legal, valid, and binding contract, enforceable against Contractor and, once duly authorized and executed by the Board, against the CCHHS, in accordance with its terms.

**GC-14.16      Waiver**

No term or provision of this Contract shall be deemed waived, and no breach excused, unless such waiver or excusal shall be in writing and signed by the party claimed to have waived or excused, and any such waiver or excusal so signed shall be effective only in the specific instance, and for the specific purpose, stated in such writing. Any consent by either party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other, different, or subsequent breach. No failure to exercise, and no delay in exercising, on the part of either party, any right, power, or privilege hereunder shall constitute a waiver thereof, nor shall either party's exercise of any right, power, or privilege hereunder preclude further exercise of the same right, power, or privilege or the exercise of any other right, power, or privilege hereunder.

**GC-14.17      Non-Exclusive Remedies**

Unless expressly provided otherwise in this Contract, no remedy set forth in this Contract is intended to be, nor shall be, exclusive of, or mutually exclusive with regard to, any other remedy and each such remedy shall be in addition to every other remedy given hereunder, or now or hereafter existing or available at law, in equity, by statute, or otherwise, individually or in any combination thereof.

**GC-14.18      Neither Party Considered Drafter**

Despite the possibility that one party may have prepared the initial draft of this Contract or played the greater role in the physical preparation of subsequent drafts, the parties agree that neither party shall be deemed or considered the drafter of this Contract and that in construing this Contract, in the event of any claim that any provision hereof may be ambiguous, no provision hereof shall be construed in favor of one party on the ground that such provision was drafted by the other. In all respects, this Contract shall be construed as though jointly prepared by the parties.

**GC-14.19      Survival**

Any provisions of this Contract that impose continuing obligations upon a party or, by their nature or terms, would be reasonably understood to have been intended to survive and continue in force and effect after expiration or termination of this Contract, shall remain in force and effect after such expiration or termination for so long as so intended. Such provisions shall include, but not be limited to those set forth in: GC-3; GC-5; GC-6; GC-9; GC-10; GC-11; GC-12; and GC-13.

**GC-14.20      Governmental Immunity**

Notwithstanding anything to the contrary set forth elsewhere in this Contract, neither the CCHHS has, and in no event shall it be construed to have, waived any rights or defenses of governmental immunity that it may have with respect to any matters arising out of this Contract or performance hereunder.

**GC-14.21      Third Party Beneficiaries**

This Contract is an agreement by and between the parties and neither confers any rights upon any person or entity not a party hereto nor precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.

**GC-14.22      Audit; Examination of Records**

Contractor shall be responsible for establishing and maintaining records sufficient to document the charges invoiced hereunder and associated with its performance under the terms of this Contract. Contractor agrees that upon receipt of a reasonable written request, a CCHHS auditor, or any of his/her duly authorized representatives shall, until expiration of three (3) years after the termination or expiration of this Contract, have access and the right to examine any non-confidential (as defined below) pertinent books documents, papers, canceled checks, invoices,

and records of the Contractor directly related to the transactions related to this Contract including with respect to: (i) charges paid by the CCHHS; or (ii) Contractor's compliance with any term, condition or provision hereof. Such access and right shall be: (i) at the CCHHS's sole expense (unless the examination reveals a net overcharge of five percent (5%) or more, in comparison with what was to be charged, in accordance with the terms of this Contract, for the relevant items, in which case Contractor shall promptly reimburse the CCHHS for the cost of the examination); (ii) conducted during Contractor's normal business hours; and (iii) subject to Contractor's security procedures. For the purposes of this paragraph, "confidential" shall mean Contractor's proprietary financial information, such as labor rates, profit margins, and the like.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision that the subcontractor agrees that a CCHHS auditor or any of his/her duly authorized representatives shall, until expiration of three (3) years after the termination or expiration of this Contract, have access and the right to examine any books, documents, papers, payroll records, canceled checks, bank statements, purveyor's and other invoices and records for such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision there under or under the Contract.

In the event the Contractor receives payment under this Contract, reimbursement for which is later disallowed by the CCHHS because Contractor has overcharged or improperly charged the CCHHS under this Contract, Contractor shall promptly refund the disallowed amount to the CCHHS on request or, at the CCHHS's option, the CCHHS may credit the amount disallowed against any subsequent payment due or that becomes due to the Contractor under this Contract or any other contract between Contractor and the CCHHS or County.

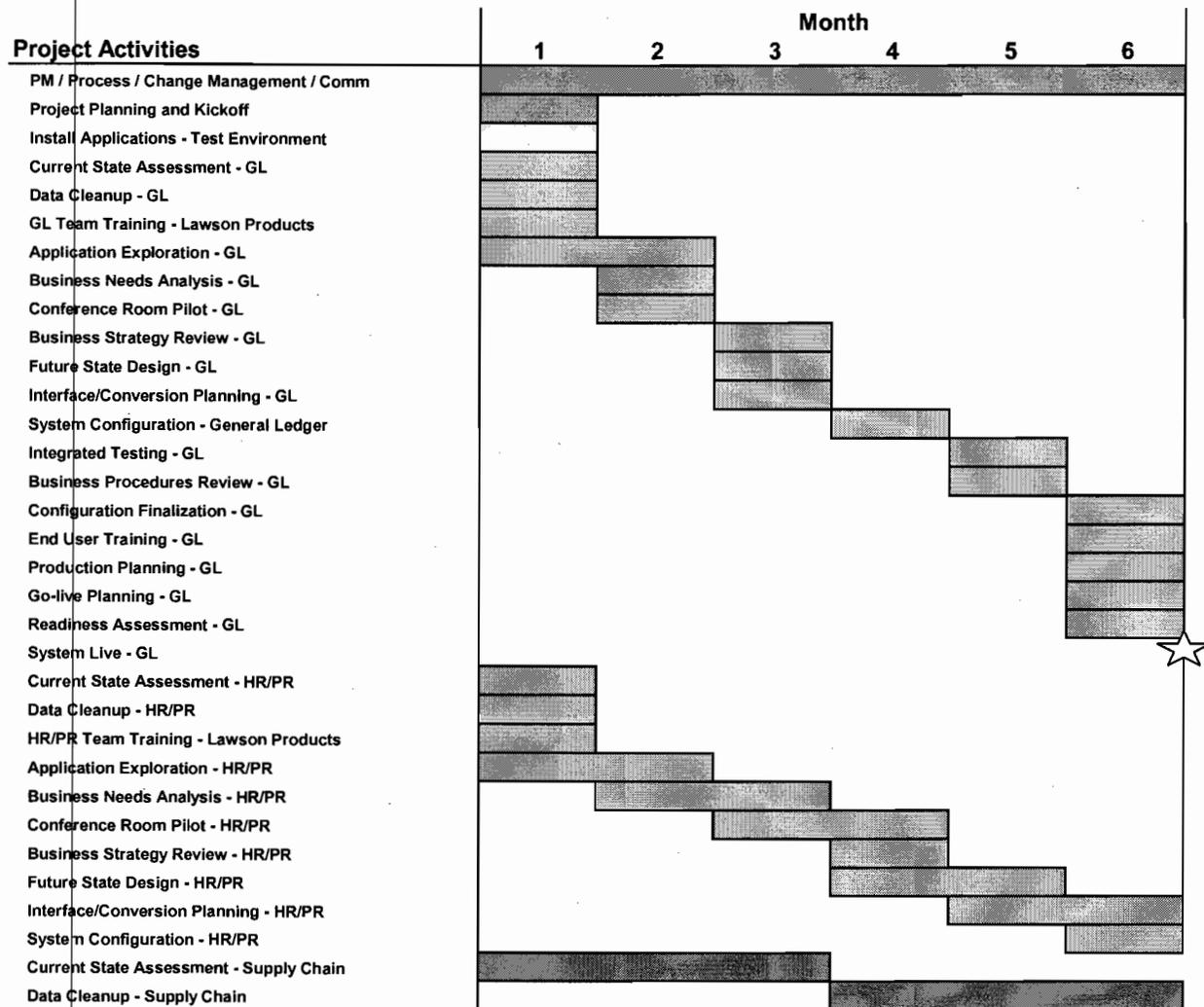


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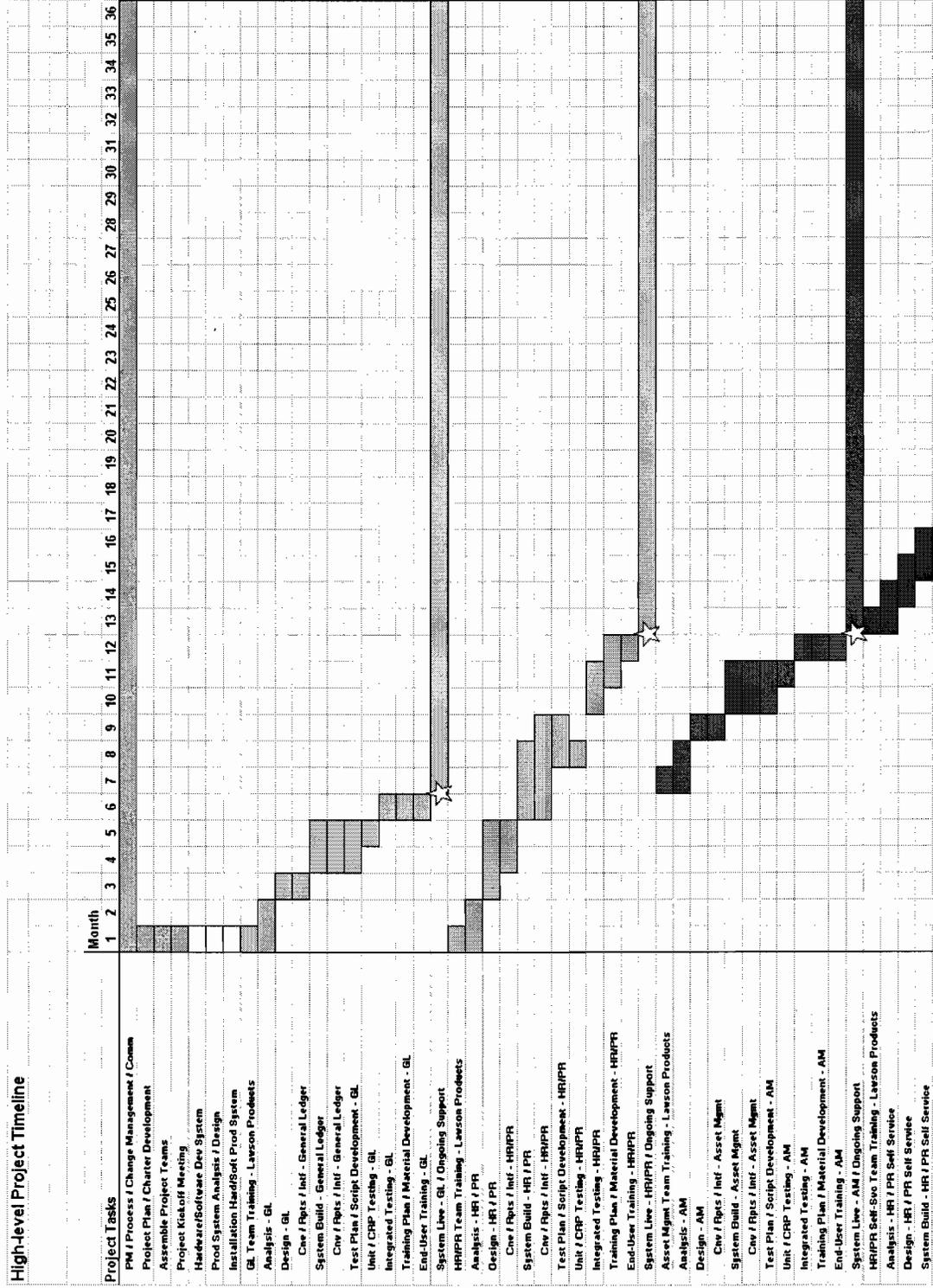
described in Tables 1-8. Our project management methodology is described in Table 9.

## SIX-MONTH PROJECT TIMELINE:

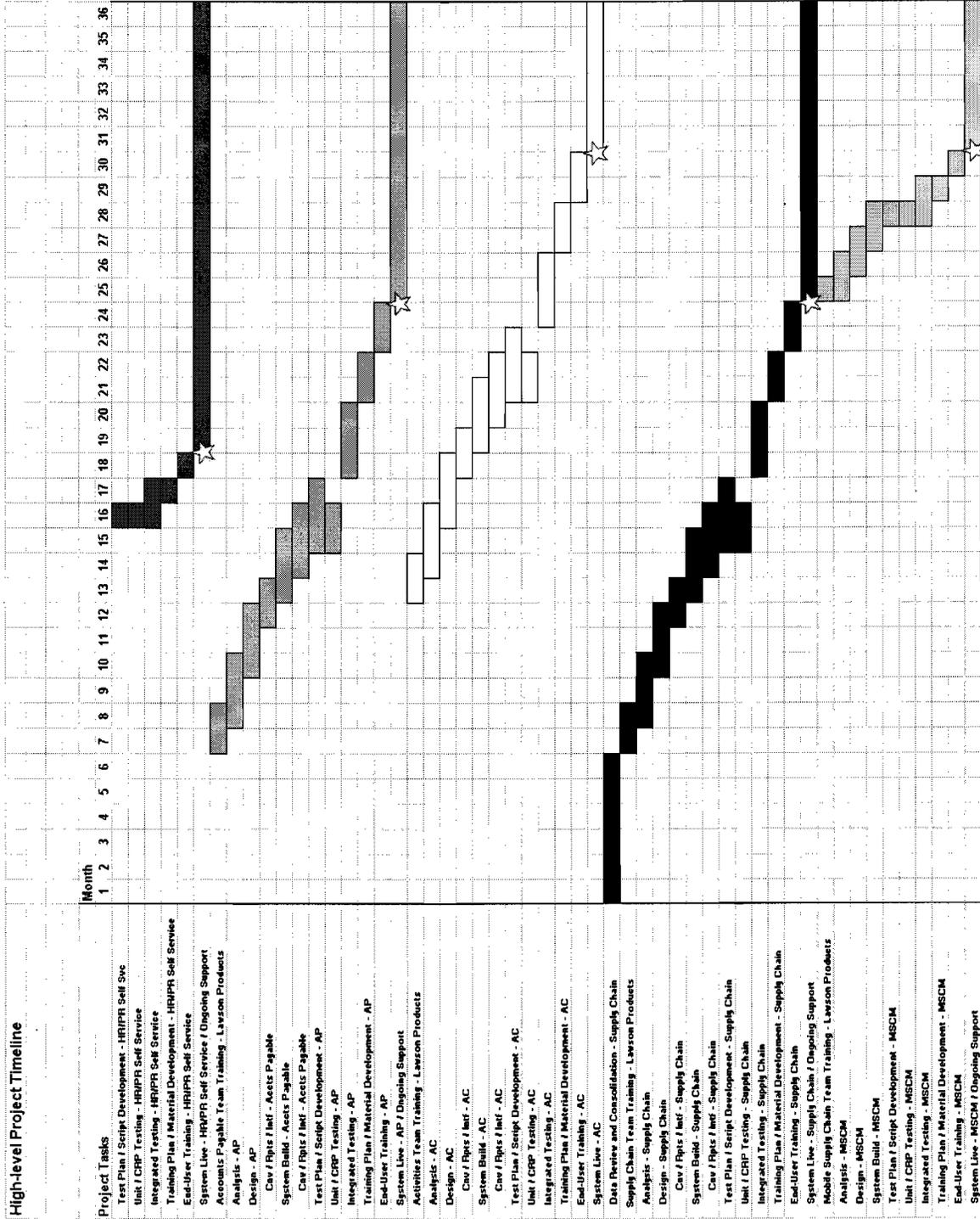
As requested by CCHHS, we have included a proposed high-level timeline for the first six months of the project. The project timeline below assumes General Ledger and HR/PR modules will be implemented first. This plan is subject to change based on information obtained during the initial Analysis phase of the project.



Implementation and Support Timeline (Estimated)



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The following table details the tasks to implement the General Ledger module and identifies responsibility for each task:

TABLE 1

	GL Project Task	ACS HCS Responsibility	CCHHS Responsibility
<b>1</b>	<b>Initiating / Planning Phase</b>		
1.1	Finalize Team Structure	Perform	Perform
1.2	Develop Education Plan	Perform	Review
1.3	Develop Project Charter Document	Perform	Review
1.4	Kick-off Meeting	Perform	Participate
1.5	Review and Refine Project Plan	Perform	Review
1.6	Establish Meeting Schedule	Perform	Review
1.7	Attend Lawson Training	Perform	Participate
<b>2</b>	<b>Design Phase</b>		
2.1	Current State Assessment – General Ledger, Reports, Budgeting, Allocations	Lead, Perform	Participate, Review
2.2	Business Needs Analysis – General Ledger, Reports, Budgeting, Allocations	Lead, Perform	Participate, Review
2.3	Create Application Exploration exercises	Perform	N/A
2.3.1	Enter Basic GL Application Parameters for Exploration	Perform	N/A
2.3.2	Execute application exploration	Lead	Participate
2.3.3	Document Application Exploration results	Perform	Review
2.3.4	Application Exploration Review Meeting	Lead	Participate
2.4	Design System Setup	Lead, Perform	Review
2.4.1	Develop chart of accounts structure **assumes single chart of accounts for CCHHS**	Lead, Perform	Review
2.4.2	Define Sub Accounts	Lead, Perform	Review
2.4.3	Define company structure (single vs. multiple entity)	Lead, Perform	Review
2.4.4	Define company #'s for financial reporting, eliminations, translations, subsystems	Lead, Perform	Review
2.4.5	Develop Accounting Unit structure and variable level structure	Lead, Perform	Review
2.4.6	Define intercompany relationships	Lead, Perform	Review
2.4.7	Develop a list of ACCOUNT attributes and attribute value definitions	Lead, Perform	Review
2.4.8	Develop a list of ACCOUNTING UNIT attributes and attribute value definitions	Lead, Perform	Review

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	GL Project Task	ACS HCS Responsibility	CCHHS Responsibility
2.4.9	Define account & accounting unit relationship	Lead, Perform	Review
2.4.10	Develop dynamic account generation rules	Lead, Perform	Review
2.4.11	Develop accounting period and calendar definitions	Lead, Perform	Review
2.4.12	Develop recurring journal definitions	Lead, Perform	Review
2.4.13	Develop codes - reconciliation, source, journal	Lead, Perform	Review
2.4.14	Develop company, level, account & subaccount group names for inquiries, reports, budgets & allocations	Lead, Perform	Review
2.4.15	Develop financial reporting naming and numbering conventions	Lead, Perform	Review
2.4.16	Develop user class definitions for report writer folders	Lead, Perform	Review
2.4.17	Develop folder names for reports, budgets & allocations	Lead, Perform	Review
2.4.18	Develop process groups to organize reports	Lead, Perform	Review
2.4.19	Develop compute & total names for reports, budgets & allocations	Lead, Perform	Review
2.4.20	Develop budget numbering scheme	Lead, Perform	Review
2.4.21	Develop allocation numbering scheme	Lead, Perform	Review
2.4.22	Develop a list of allocation codes	Lead, Perform	Review
2.5	Develop procedures	Perform	Review
2.5.1	Draft chart of account maintenance process	Perform	Review
2.5.2	Draft Organizational structure maintenance procedures	Perform	Review
2.5.3	Identify and draft manual journals procedures	Perform	Review
2.5.4	Identify and draft auto-load journals procedures	Perform	Review
2.5.5	Identify and draft recurring journals procedures	Perform	Review
2.5.6	Draft journal processing timing and frequency procedures	Perform	Review
2.5.7	Draft user class procedures for report writers	Perform	Review
2.5.8	Draft report writing guidelines and procedures	Perform	Review
2.5.9	Draft procedures on the use & maintenance of total names and computes	Perform	Review
2.5.10	Draft procedures on use of company, level, account & subaccount groups	Perform	Review
2.5.11	Draft reconciliation process	Perform	Review
2.5.12	Draft allocation cycle processing procedures	Perform	Review
2.5.13	Draft budget development and maintenance procedures	Perform	Review

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	GL Project Task	ACS HCS Responsibility	CCHHS Responsibility
2.5.14	Draft interface processing procedures	Perform	Review
2.5.15	Draft month-end processing and reporting procedures	Perform	Review
2.5.16	Draft quarterly processing and reporting procedures	Perform	Review
2.5.17	Draft year-end processing and reporting procedures	Perform	Review
2.5.18	Draft security requirements	Perform	Review
2.6	Conversion Plan	Perform	Review
2.6.1	Determine level of history to convert. ** assume no history conversion**	Lead, Perform	Review
2.6.2	Determine if the chart of accounts will be converted	Lead	Review
2.6.3	Determine if budgets will be converted	Lead	Review
2.6.4	Draft account and organizational mapping tables	Lead, Perform	Review
2.6.5	Draft conversion process	Perform	Review
2.6.6	Draft the Conversion Schedule	Perform	Review
2.7	Interface Plan	Lead, Perform	Review
2.7.1	Draft Lawson interfaces from non-Lawson systems	Lead, Perform	Review
2.7.1.1	Patient Accounting **assumes Siemens output file will be provided in Lawson format with Lawson account coding**	Lead, Perform	Review
2.7.2	Draft Lawson interfaces to non-Lawson systems	Lead	Review
2.7.2.1	Lawson GL interface to County JDEdwards system	Lead, Perform	Review
2.7.3	Establish type of interfaces - Batch vs. Real-time	Lead	Review
2.7.4	Draft an interface timing schedule	Lead, Perform	Review
2.7.5	Create conceptual design(s) and determine interface programs and files	Lead, Perform	Review
2.7.6	Map interface files & data elements	Lead, Perform	Review
2.8	Reporting	Lead	Review
2.8.1	Map current reports to system supplied reports	Lead	Review
2.9	Conference Room Pilot	Lead, Perform	Participate, Review
2.9.1	Define CRP scope and objectives	Perform	Review
2.9.2	Identify scenarios for CRP scripts	Perform	Review
2.9.3	Develop procedure for recording expected & unexpected results	Perform	Review
2.9.4	Develop procedure for following-up on unexpected results	Perform	Review

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	GL Project Task	ACS HCS Responsibility	CCHHS Responsibility
2.9.5	Determine equipment & facility requirements	Lead, Perform	Participate, Review
2.9.6	Develop product line management strategy for CRP	Perform	N/A
2.9.7	Define environment requirements including security	Perform	N/A
2.9.8	Write CRP scripts including expected results and validity checks	Perform	Review
2.9.9	Synchronize scripts into log	Perform	N/A
2.9.10	Identify and gather test data	Lead, Perform	Participate, Review
2.9.11	Set-up cross-section system parameters as defined during Business Procedures Design	Perform	N/A
2.9.12	Load history or simulated history	Perform	N/A
2.9.13	Process CRP scripts	Lead	Participate
2.9.14	Compare actual results to expected results	Lead	Participate
2.9.15	Document issues arising from CRP	Perform	N/A
2.9.16	Hold CRP review meeting	Lead	Participate
2.9.17	Document results	Perform	Review
2.9.18	Formalize next steps	Perform	Review
<b>3</b>	<b>Build Phase</b>		
3.1	Build system	Perform	N/A
3.1.1	Build chart of accounts structure **assume single chart of accounts for CCHHS**	Perform	N/A
3.1.2	Build Sub Accounts	Perform	N/A
3.1.3	Build company structure (single vs. multiple entity)	Perform	N/A
3.1.4	Build company #'s for financial reporting, eliminations, translations, subsystems	Perform	N/A
3.1.5	Build Accounting Unit structure and variable level structure	Perform	N/A
3.1.6	Build intercompany relationships	Perform	N/A
3.1.7	Build account attributes and attribute value definitions	Perform	N/A
3.1.8	Build accounting unit attributes and attribute value definitions	Perform	N/A
3.1.9	Build account & accounting unit relationship	Perform	N/A
3.1.10	Build dynamic account generation rules	Perform	N/A
3.1.11	Build accounting period and calendar definitions	Perform	N/A
3.1.12	Build recurring journal definitions	Perform	N/A

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	GL Project Task	ACS HCS Responsibility	CCHHS Responsibility
3.1.13	Build codes - reconciliation, source, journal	Perform	N/A
3.1.14	Build company, level, account & subaccount group names for inquiries, reports, budgets & allocations	Perform	N/A
3.1.15	Build financial reporting naming and numbering conventions	Perform	N/A
3.1.16	Build user class definitions for report writer folders	Perform	N/A
3.1.17	Build folder names for reports, budgets & allocations	Perform	N/A
3.1.18	Build process groups to organize reports	Perform	N/A
3.1.19	Build compute & total names for reports, budgets & allocations	Perform	N/A
3.1.20	Build budget numbering scheme	Perform	N/A
3.1.21	Build allocation numbering scheme	Perform	N/A
3.1.22	Build allocation codes	Perform	N/A
3.1.23	Build Report Writer reports **assumes one RW100 report will be created for Departmental Expense Reporting**	Lead, Perform	Review
3.2	Execute conversions	Perform	N/A
3.2.1	Convert GL history. ** assume no history conversion**	Perform	N/A
3.2.2	Convert chart of accounts	Perform	N/A
3.2.3	Convert budgets	Perform	N/A
3.2.4	Load account and organizational mapping tables	Perform	N/A
<b>4</b>	<b>Test Phase</b>		
4.1	Create Integrated Test Plan (including stress test)	Perform	Review
4.1.1	Define test cycles (daily activities, changes, weekly, etc)	Perform	Review
4.1.2	Define test scripts (reuse CRP, but add as needed)	Perform	Review
4.1.3	Define test samples and expected results	Perform	Review
4.1.4	Outline daily test activities and required resources	Perform	Review
4.2	Execute Integrated Test	Lead	Participate
4.2.1	Process System/Integration Test transactions	Lead	Participate
4.2.2	Execute Security Scripts	Lead	Participate
4.2.3	Process interfaces	Lead	Review
4.2.4	Process update cycles	Lead	Participate
4.2.5	Execute month-end processes	Lead	Participate
4.2.6	Execute quarter-end and year-end processes	Lead	Participate

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	GL Project Task	ACS HCS Responsibility	CCHHS Responsibility
4.3	Assess Results	Lead	Participate
<b>5</b>	<b>Training Phase</b>		
5.1	Develop End User Training Plan	Perform	Review
5.2	Develop Training Agenda	Perform	Review
5.3	Develop End User Training Materials	Perform	Review
5.4	Identify participants	Lead	Participate
5.5	Determine class size and number of classes required	Lead	Participate
5.6	Identify training rooms and computers	Lead	Participate
5.7	Communicate with users about training	Lead	Participate
5.8	Load training data	Perform	Participate
5.9	Set Up training users	Perform	Participate
5.10	Deliver training	Perform	Participate
5.11	Deliver proficiency test	Perform	Participate
<b>6</b>	<b>Go-Live Phase</b>		
6.1	Review plan completion to date	Lead	Review
6.2	Identify remaining tasks	Perform	Review
6.3	Prioritize remaining tasks	Perform	Review
6.4	Determine resources and durations	Perform	Review
6.5	Identify constraints	Perform	Review
6.6	Fine tune implementation plan for final cut-over	Perform	Review
6.7	Contingency Plan Identified	Perform	Review
6.8	Decision to go into Production on Schedule	Lead	Review
6.9	Setup Application Data in Production Environment	Perform	Review
6.10	Security Setup	Perform	Review
6.11	Convert Live Data	Perform	Review
6.12	Project Sign-off	Lead	Review

# ATTACHMENT A

The following table details the tasks to implement the Accounts Payable module and identifies responsibility for each task:

TABLE 2

	AP Project Task	ACS HCS Responsibility	CCHHS Responsibility
<b>1</b>	<b>Initiating / Planning Phase</b>		
1.1	Finalize Team Structure	Perform	Perform
1.2	Develop Education Plan	Perform	Review
1.3	Develop Project Charter Document	Perform	Review
1.4	Kick-off Meeting	Perform	Participate
1.5	Review and Refine Project Plan	Perform	Review
1.6	Establish Meeting Schedule	Perform	Review
1.7	Attend Lawson Training	Perform	Participate
<b>2</b>	<b>Design Phase</b>		
2.1	Current State Assessment – Accounts Payable	Lead	Participate, Review
2.2	Business Needs Analysis – Accounts Payable	Lead	Participate, Review
2.3	Create Application Exploration exercises	Perform	N/A
2.3.1	Enter Basic AP Application Parameters for Exploration	Perform	N/A
2.3.2	Execute application exploration	Lead	Participate
2.3.3	Document Application Exploration results	Perform	Review
2.3.4	Application Exploration Review Meeting	Lead	Participate
2.4	Design System Setup	Lead, Perform	Review
2.4.1	Develop pay group	Lead, Perform	Review
2.4.2	Develop vendor group	Lead, Perform	Review
2.4.3	Define vendor classes	Lead, Perform	Review
2.4.4	Define process group	Lead, Perform	Review
2.4.5	Define A/P company parameters	Lead, Perform	Review
2.4.6	Develop process levels	Lead, Perform	Review
2.4.7	Develop AP codes	Lead, Perform	Review
2.4.8	Define vendor numbering method and default options	Lead, Perform	Review
2.4.9	Develop alternate location definitions	Lead, Perform	Review
2.5	Develop procedures	Perform	Review
2.5.1	Draft vendor maintenance process	Perform	Review

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	AP Project Task	ACS HCS Responsibility	CCHHS Responsibility
2.5.2	Draft invoice entry process	Perform	Review
2.5.3	Draft other AP transaction entry processes (cr memos, prepayments, etc.)	Perform	Review
2.5.4	Draft invoice and payment adjustment processes	Perform	Review
2.5.5	Draft payment cycle process	Perform	Review
2.5.6	Draft month-end process	Perform	Review
2.5.7	Draft reportable income process	Perform	Review
2.5.8	Draft tax reporting process	Perform	Review
2.5.9	Draft employee advance process	Perform	Review
2.5.10	Draft employee expense process	Perform	Review
2.6	Conversion Plan	Lead	Review
2.6.1	Determine level of history to convert **assume no history will be converted**	Lead	Review
2.6.2	Determine if vendors will be converted **assumes any vendor consolidation/ standardization efforts have been completed**	Lead	Review
2.6.3	Draft mapping of legacy data to Lawson equivalents	Lead, Perform	Review
2.6.4	Draft conversion plans	Perform	Review
2.7	Interface Plan	Lead	Review
2.7.1	Draft Lawson interfaces from non-Lawson systems **assumes Patient Refunds in scope**	Lead	Review
2.7.2	Draft Lawson interfaces to non-lawson systems **assumes interface to Cook County check printing software in scope**	Lead	Review
2.7.3	Establish type of interfaces - Batch vs. Real-time	Lead	Review
2.7.4	Draft an interface timing schedule	Lead	Review
2.7.5	Create conceptual design(s) and determine interface programs and files	Lead	Review
2.7.6	Map interface files & data elements	Lead	Review
2.8	Reporting **assumes no custom reports in scope**	Lead, Perform	Review
2.8.1	Map current reports to system supplied reports	Lead, Perform	Review
2.9	Conference Room Pilot	Lead, Perform	Participate, Review
2.9.1	Define CRP scope and objectives	Perform	Review
2.9.2	Identify scenarios for CRP scripts	Perform	Review
2.9.3	Develop procedure for recording expected & unexpected results	Perform	Review

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	AP Project Task	ACS HCS Responsibility	CCHHS Responsibility
2.9.4	Develop procedure for following-up on unexpected results	Perform	Review
2.9.5	Determine equipment & facility requirements	Lead	Participate, Review
2.9.6	Develop product line management strategy for CRP	Perform	N/A
2.9.7	Define environment requirements including security	Perform	N/A
2.9.8	Write CRP scripts including expected results and validity checks	Perform	Review
2.9.9	Synchronize scripts into log	Perform	N/A
2.9.10	Identify and gather test data	Lead	Participate, Review
2.9.11	Set-up cross-section system parameters as defined during Business Procedures Design	Perform	N/A
2.9.12	Process CRP scripts	Lead	Participate
2.9.13	Compare actual results to expected results	Lead	Participate
2.9.14	Document issues arising from CRP	Perform	N/A
2.9.15	Hold CRP review meeting	Lead	Participate
2.9.16	Document results	Perform	Review
2.9.17	Formalize next steps	Perform	Review
<b>3</b>	<b>Build Phase</b>		
3.1	Build system	Perform	N/A
3.1.1	Build pay group	Perform	N/A
3.1.2	Build vendor group	Perform	N/A
3.1.3	Build vendor classes	Perform	N/A
3.1.4	Build process group	Perform	N/A
3.1.5	Build A/P company parameters	Perform	N/A
3.1.6	Build process levels	Perform	N/A
3.1.7	Build AP codes	Perform	N/A
3.2	Execute conversions	Perform	N/A
3.2.1	Convert vendors	Perform	N/A
<b>4</b>	<b>Test Phase</b>		
4.1	Create Integrated Test Plan (including stress test)	Perform	Review
4.1.1	Define test cycles (daily activities, changes, weekly, etc)	Perform	Review
4.1.2	Define test scripts (reuse CRP, but add as needed)	Perform	Review

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	AP Project Task	ACS HCS Responsibility	CCHHS Responsibility
4.1.3	Define test samples and expected results	Perform	Review
4.1.4	Outline daily test activities and required resources	Perform	Review
4.2	Execute Integrated Test	Lead	Participate
4.2.1	Process System/Integration Test transactions	Lead	Participate
4.2.2	Execute Security Scripts	Lead	Participate
4.2.3	Process interfaces	Lead	Review
4.2.4	Process update cycles	Lead	Participate
4.2.5	Execute month-end processes	Lead	Participate
4.2.6	Execute quarter-end and year-end processes	Lead	Participate
4.3	Assess Results	Lead	Participate
<b>5</b>	<b>Training Phase</b>		
5.1	Develop End User Training Plan	Perform	Review
5.2	Develop Training Agenda	Perform	Review
5.3	Develop End User Training Materials	Perform	Review
5.4	Identify participants	Lead	Participate
5.5	Determine class size and number of classes required	Lead	Participate
5.6	Identify training rooms and computers	Lead	Participate
5.7	Communicate with users about training	Lead	Participate
5.8	Load training data	Perform	Participate
5.9	Set Up training users	Perform	Participate
5.10	Deliver training	Perform	Participate
5.11	Deliver proficiency test	Perform	Participate
<b>6</b>	<b>Go-Live Phase</b>		
6.1	Review plan completion to date	Perform	Review
6.2	Identify remaining tasks	Perform	Review
6.3	Prioritize remaining tasks	Perform	Review
6.4	Determine resources and durations	Perform	Review
6.5	Identify constraints	Perform	Review
6.6	Fine tune implementation plan for final cut-over	Perform	Review
6.7	Contingency Plan Identified	Perform	Review
6.8	Decision to go into Production on Schedule	Lead	Review
6.9	Setup Application Data in Production Environment	Perform	Review
6.10	Security Setup	Perform	Review

# ATTACHMENT A

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	AP Project Task	ACS HCS Responsibility	CCHHS Responsibility
6.11	Convert Live Data	Perform	Review
6.12	Project Sign-off	Lead	Review

# ATTACHMENT A

The following table details the tasks to implement the Project and Activity Accounting (AC) module and identifies responsibility for each task:

TABLE 3

	AC Project Task	ACS HCS Responsibility	CCHHS Responsibility
<b>1</b>	<b>Initiating / Planning Phase</b>		
1.1	Finalize Team Structure	Perform	Perform
1.2	Develop Education Plan	Perform	Review
1.3	Develop Project Charter Document	Perform	Review
1.4	Kick-off Meeting	Perform	Participate
1.5	Review and Refine Project Plan	Perform	Review
1.6	Establish Meeting Schedule	Perform	Review
1.7	Attend Lawson Training	Perform	Participate
<b>2</b>	<b>Design Phase</b>		
2.1	Current State Assessment – Project & Activity Accounting (AC)	Perform	Participate, Review
2.2	Business Needs Analysis – Project & Activity Accounting (AC)	Perform	Participate, Review
2.3	Create Application Exploration exercises	Perform	N/A
2.3.1	Enter Basic AC Application Parameters for Exploration	Perform	N/A
2.3.2	Execute application exploration	Lead	Participate
2.3.3	Document Application Exploration results	Perform	Review
2.3.4	Application Exploration Review Meeting	Lead	Participate
2.4	Design System Setup	Lead, Perform	Review
2.4.1	Develop activity management structure	Lead, Perform	Review
2.4.2	Develop Activity Group(s)	Lead, Perform	Review
2.4.3	Develop work breakdown structure/hierarchy	Lead, Perform	Review
2.4.4	Develop activities	Lead, Perform	Review
2.4.5	Develop account category groups	Lead, Perform	Review
2.4.6	Develop account categories	Lead, Perform	Review
2.4.7	Define accounts requiring activities	Lead, Perform	Review
2.4.8	Develop activity group/activity budgeting method	Lead, Perform	Review
2.4.9	Develop activity naming conventions	Lead, Perform	Review
2.4.10	Develop allocation requirements	Lead, Perform	Review
2.4.11	Develop activity attribute conventions	Lead, Perform	Review

# ATTACHMENT A

	AC Project Task	ACS HCS Responsibility	CCHHS Responsibility
2.4.12	Develop activity security requirements	Lead, Perform	Review
2.4.13	Develop list requirements for activities	Lead, Perform	Review
2.5	Develop procedures	Perform	Review
2.5.1	Draft procedures to define new activity groups	Perform	Review
2.5.2	Draft procedures to define new activities	Perform	Review
2.5.3	Draft procedure to define new account categories	Perform	Review
2.5.4	Draft procedure for adding new account category groups	Perform	Review
2.5.5	Draft procedure for changing activity statuses	Perform	Review
2.5.6	Draft procedure for adding/changing activity attributes	Perform	Review
2.5.7	Draft procedure for creating activity lists	Perform	Review
2.5.8	Draft procedures for adding new activity group budgets	Perform	Review
2.5.9	Draft procedure for adding new activity budgets	Perform	Review
2.5.10	Draft procedure to maintain activity group budgets	Perform	Review
2.5.11	Draft procedure to maintain activity budgets	Perform	Review
2.5.12	Draft posting activity management transactions process	Perform	Review
2.5.13	Draft procedure for maintaining periodic allocations	Perform	Review
2.5.14	Draft procedure for calculating allocations	Perform	Review
2.5.15	Draft performance review process	Perform	Review
2.5.16	Draft month-end process	Perform	Review
2.5.17	Draft year-end process	Perform	Review
2.5.18	Define monthly reporting requirements	Perform	Review
2.5.19	Define annual reporting requirements	Perform	Review
2.6	Conversion Plan	Lead, Perform	Review
2.6.1	Determine the method of converting activity data	Lead, Perform	Review
2.6.2	Determine level of history to convert	Lead, Perform	Review
2.6.3	Determine attribute values for the activity transactions	Lead, Perform	Review
2.6.4	Determine how to group transactions for conversion	Lead, Perform	Review
2.6.5	Determine whether to convert activity budgets	Lead, Perform	Review
2.6.6	Draft mapping of legacy data to Lawson equivalents	Lead, Perform	Review
2.6.7	Draft conversion process plans	Lead, Perform	Review
2.7	Interface Plan	Lead	Review

# ATTACHMENT A

	AC Project Task	ACS HCS Responsibility	CCHHS Responsibility
2.7.1	Draft Lawson interfaces from non-lawson systems **assume no non-Lawson interfaces**	Lead	Review
2.7.2	Draft Lawson interfaces to non-lawson systems **assume no non-Lawson interfaces**	Lead	Review
2.8	Reporting	Lead	Review
2.8.1	Map current reports to system supplied reports	Lead	Review
2.8.2	Identify new reports required and preferred development tool **assumes no custom reports**	Lead	Review
2.9	Conference Room Pilot	Lead, Perform	Participate, Review
2.9.1	Define CRP scope and objectives	Perform	Review
2.9.2	Identify scenarios for CRP scripts	Perform	Review
2.9.3	Develop procedure for recording expected & unexpected results	Perform	Review
2.9.4	Develop procedure for following-up on unexpected results	Perform	Review
2.9.5	Determine equipment & facility requirements	Lead	Participate, Review
2.9.6	Develop product line management strategy for CRP	Perform	N/A
2.9.7	Define environment requirements including security	Perform	N/A
2.9.8	Write CRP scripts including expected results and validity checks	Perform	Review
2.9.9	Synchronize scripts into log	Perform	N/A
2.9.10	Identify and gather test data	Lead	Participate, Review
2.9.11	Set-up cross-section system parameters as defined during Business Procedures Design	Perform	N/A
2.9.12	Process CRP scripts	Lead	Participate
2.9.13	Compare actual results to expected results	Lead	Participate
2.9.14	Document issues arising from CRP	Perform	N/A
2.9.15	Hold CRP review meeting	Lead	Participate
2.9.16	Document results	Perform	Review
2.9.17	Formalize next steps	Perform	Review
<b>3</b>	<b>Build Phase</b>		
3.1	Build system	Perform	N/A
3.1.1	Build activity management structure	Perform	N/A

# ATTACHMENT A

	AC Project Task	ACS HCS Responsibility	CCHHS Responsibility
3.1.2	Build Activity Group(s)	Perform	N/A
3.1.3	Build work breakdown structure/hierarchy	Perform	N/A
3.1.4	Build activities	Perform	N/A
3.1.5	Build account category groups	Perform	N/A
3.1.6	Build account categories	Perform	N/A
3.1.7	Change GL settings for accounts requiring activities	Perform	N/A
3.1.8	Set up activity group/activity budgeting method	Perform	N/A
3.1.9	Build allocation requirements	Perform	N/A
3.1.10	Build activity attributes	Perform	N/A
3.1.11	Build activity security requirements	Perform	N/A
3.1.12	Build activity lists	Perform	N/A
3.2	Execute conversions	Perform	N/A
3.2.1	Convert activities	Perform	N/A
3.2.2	Convert history **assumes LTD balance only conversion**	Perform	N/A
<b>4</b>	<b>Test Phase</b>		
4.1	Create Integrated Test Plan (including stress test)	Perform	Review
4.1.1	Define test cycles (daily activities, changes, weekly, etc)	Perform	Review
4.1.2	Define test scripts (reuse CRP, but add as needed)	Perform	Review
4.1.3	Define test samples and expected results	Perform	Review
4.1.4	Outline daily test activities and required resources	Perform	Review
4.2	Execute Integrated Test	Lead	Participate
4.2.1	Process System/Integration Test transactions	Lead	Participate
4.2.2	Execute Security Scripts	Lead	Participate
4.2.3	Process update cycles	Lead	Participate
4.2.4	Execute month-end processes	Lead	Participate
4.2.5	Execute quarter-end and year-end processes	Lead	Participate
4.3	Assess Results	Lead	Participate
<b>5</b>	<b>Training Phase</b>		
5.1	Develop End User Training Plan	Perform	Review
5.2	Develop Training Agenda	Perform	Review
5.3	Develop End User Training Materials	Perform	Review
5.4	Identify participants	Lead	Participate

# ATTACHMENT A

	AC Project Task	ACS HCS Responsibility	CCHHS Responsibility
5.5	Determine class size and number of classes required	Lead	Participate
5.6	Identify training rooms and computers	Lead	Participate
5.7	Communicate with users about training	Lead	Participate
5.8	Load training data	Perform	Participate
5.9	Set Up training users	Perform	Participate
5.10	Deliver training	Perform	Participate
5.11	Deliver proficiency test	Perform	Participate
<b>6</b>	<b>Go-Live Phase</b>		
6.1	Review plan completion to date	Lead	Review
6.2	Identify remaining tasks	Lead	Review
6.3	Prioritize remaining tasks	Lead	Review
6.4	Determine resources and durations	Lead	Review
6.5	Identify constraints	Lead, Perform	Review
6.6	Fine tune implementation plan for final cut-over	Perform	Review
6.7	Contingency Plan Identified	Perform	Review
6.8	Decision to go into Production on Schedule	Lead	Review
6.9	Setup Application Data in Production Environment	Perform	Review
6.10	Security Setup	Perform	Review
6.11	Convert Live Data	Perform	Review
6.12	Project Sign-off	Lead	Review

# ATTACHMENT A

The following table details the tasks to implement the Asset Management module and identifies responsibility for each task:

TABLE 4

	AM Project Task	ACS HCS Responsibility	CCHHS Responsibility
<b>1</b>	<b>Initiating / Planning Phase</b>		
1.1	Finalize Team Structure	Perform	Perform
1.2	Develop Education Plan	Perform	Review
1.3	Develop Project Charter Document	Perform	Review
1.4	Kick-off Meeting	Perform	Participate
1.5	Review and Refine Project Plan	Perform	Review
1.6	Establish Meeting Schedule	Perform	Review
1.7	Attend Lawson Training	Perform	Participate
<b>2</b>	<b>Design Phase</b>		
2.1	Current State Assessment – Asset Management	Perform	Participate, Review
2.2	Business Needs Analysis – Asset Management	Perform	Participate, Review
2.3	Create Application Exploration exercises	Perform	N/A
2.3.1	Enter Basic AM Application Parameters for Exploration	Perform	N/A
2.3.2	Execute application exploration	Lead	Participate
2.3.3	Document Application Exploration results	Perform	Review
2.3.4	Application Exploration Review Meeting	Lead	Participate
2.4	Design System Setup	Lead, Perform	Review
2.4.1	Develop asset types codes	Lead, Perform	Review
2.4.2	Develop asset templates	Lead, Perform	Review
2.4.3	Define location codes	Lead, Perform	Review
2.4.4	Define depreciation books	Lead, Perform	Review
2.4.5	Define depreciation methods	Lead, Perform	Review
2.4.6	Develop asset numbering scheme	Lead, Perform	Review
2.5	Develop procedures	Perform	Review
2.5.1	Develop procedure for adding new assets	Perform	Review
2.5.2	Develop asset adjustment process	Perform	Review
2.5.3	Develop procedure to transfer assets	Perform	Review
2.5.4	Develop asset disposal and retire procedures	Perform	Review

# ATTACHMENT A

	AM Project Task	ACS HCS Responsibility	CCHHS Responsibility
2.5.5	Develop month-end procedures	Perform	Review
2.5.6	Develop year-end procedures	Perform	Review
2.5.7	Define reporting requirements	Perform	Review
2.6	Conversion Plan	Lead	Review
2.6.1	Determine the method of converting asset data	Lead, Perform	Review
2.6.2	Determine if depreciation will be recalculated	Lead	Review
2.6.3	Determine if legacy tables require maintenance & method to accomplish (clean-up) <b>**assumes asset listing contains adequate data to convert**</b>	Lead	Participate, Review
2.6.4	Draft mapping of legacy data to Lawson equivalents	Lead	Participate, Review
2.6.5	Draft the Conversion Schedule	Perform	Review
2.7	Interface Plan	Lead	Review
2.7.1	Draft Lawson interfaces from non-lawson systems <b>**assume no interfaces to AM**</b>	Lead	Review
2.7.2	Draft Lawson interfaces to non-lawson systems <b>**assume no interfaces from AM**</b>	Lead	Review
2.8	Reporting	Lead	Review
2.8.1	Map current reports to system supplied reports	Lead	Review
2.8.2	Identify new reports required <b>**assume no custom reports**</b>	Lead	Review
2.9	Conference Room Pilot	Lead, Perform	Participate, Review
2.9.1	Define CRP scope and objectives	Perform	Review
2.9.2	Identify scenarios for CRP scripts	Perform	Review
2.9.3	Develop procedure for recording expected & unexpected results	Perform	Review
2.9.4	Develop procedure for following-up on unexpected results	Perform	Review
2.9.5	Determine equipment & facility requirements	Lead	Participate, Review
2.9.6	Develop product line management strategy for CRP	Perform	N/A
2.9.7	Define environment requirements including security	Perform	
2.9.8	Write CRP scripts including expected results and validity checks	Perform	Review
2.9.9	Synchronize scripts into log	Perform	N/A

# ATTACHMENT A

	AM Project Task	ACS HCS Responsibility	CCHHS Responsibility
2.9.10	Identify and gather test data	Lead, Perform	Participate, Review
2.9.11	Set-up cross-section system parameters as defined during Business Procedures Design	Perform	N/A
2.9.12	Process CRP scripts	Lead	Participate
2.9.13	Compare actual results to expected results	Lead	Participate
2.9.14	Document issues arising from CRP	Perform	N/A
2.9.15	Hold CRP review meeting	Lead	Participate
2.9.16	Document results	Perform	Review
2.9.17	Formalize next steps	Perform	Review
<b>3</b>	<b>Build Phase</b>		
3.1	Build system	Perform	N/A
3.1.1	Build asset types codes	Perform	N/A
3.1.2	Build asset templates	Perform	N/A
3.1.3	Build location codes	Perform	N/A
3.1.4	Build depreciation books	Perform	N/A
3.1.5	Build depreciation methods	Perform	N/A
3.2	Execute conversions	Perform	N/A
3.2.1	Convert asset listing	Perform	N/A
3.2.2	Convert or recalculate depreciation	Perform	N/A
<b>4</b>	<b>Test Phase</b>		
4.1	Create Integrated Test Plan (including stress test)	Perform	Review
4.1.1	Define test cycles (daily activities, changes, weekly, etc)	Perform	Review
4.1.2	Define test scripts (reuse CRP, but add as needed)	Perform	Review
4.1.3	Define test samples and expected results	Perform	Review
4.1.4	Outline daily test activities and required resources	Perform	Review
4.2	Execute Integrated Test	Lead	Participate
4.2.1	Process System/Integration Test transactions	Lead	Participate
4.2.2	Execute Security Scripts	Lead	Participate
4.2.3	Process update cycles	Lead	Participate
4.2.4	Execute month-end processes	Lead	Participate
4.2.5	Execute quarter-end and year-end processes	Lead	Participate
4.3	Assess Results	Lead	Participate

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	AM Project Task	ACS HCS Responsibility	CCHHS Responsibility
<b>5</b>	<b>Training Phase</b>		
5.1	Develop End User Training Plan	Perform	Review
5.2	Develop Training Agenda	Perform	Review
5.3	Develop End User Training Materials	Perform	Review
5.4	Identify participants	Lead	Participate
5.5	Determine class size and number of classes required	Lead	Participate
5.6	Identify training rooms and computers	Lead	Participate
5.7	Communicate with users about training	Lead	Participate
5.8	Load training data	Perform	Participate
5.9	Set Up training users	Perform	Participate
5.10	Deliver training	Perform	Participate
5.11	Deliver proficiency test	Perform	Participate
<b>6</b>	<b>Go-Live Phase</b>		
6.1	Review plan completion to date	Lead	Review
6.2	Identify remaining tasks	Lead	Review
6.3	Prioritize remaining tasks	Lead	Review
6.4	Determine resources and durations	Lead	Review
6.5	Identify constraints	Lead, Perform	Review
6.6	Fine tune implementation plan for final cut-over	Perform	Review
6.7	Contingency Plan Identified	Perform	Review
6.8	Decision to go into Production on Schedule	Lead	Review
6.9	Setup Application Data in Production Environment	Perform	Review
6.10	Security Setup	Perform	Review
6.11	Convert Live Data	Perform	Review
6.12	Project Sign-off	Lead	Review

# ATTACHMENT A

The following table details the tasks to implement the Supply Chain (SC) modules and identifies responsibility for each task:

TABLE 5

	SC Project Task	ACS HCS Responsibility	CCHHS Responsibility
<b>1</b>	<b>Initiating / Planning Phase</b>		
1.1	Finalize Team Structure	Perform	Perform
1.2	Setup Education Plan	Perform	Review
1.3	Setup Project Charter Document	Perform	Review
1.4	Kick-off Meeting	Perform	Participate
1.5	Review and Refine Project Plan	Perform	Review
1.6	Establish Meeting Schedule	Perform	Review
1.7	Attend Lawson Training	Perform	Participate
<b>2</b>	<b>Design Phase</b>		
2.1	Current State Assessment – Inventory Control, Reports, Purchasing, Requisitions, Invoice Matching	Lead, Perform	Participate, Review
2.2	Business Needs Analysis – Inventory Control, Reports, Purchasing, Requisitions, Invoice Matching	Lead, Perform	Participate, Review
2.3	Create Application Exploration exercises	Perform	N/A
2.3.1	Enter Basic Inventory Control Application Parameters for Exploration	Perform	N/A
2.3.2	Execute application exploration	Lead	Participate
2.3.3	Document Application Exploration results	Perform	Review
2.3.4	Application Exploration Review Meeting	Lead	Participate
2.4	Design System Setup	Lead, Perform	Participate
2.5	Determine if legacy files require maintenance and process/timing for data cleanup	Lead, Perform	Participate
2.5.1	Determine if Purchase Order cleanup required	Lead, Perform	Participate
2.5.2	Compare and Map legacy data to Lawson equivalents	Lead, Perform	Participate
2.5.3	Determine the method for converting inventory control data	Lead, Perform	Participate
2.5.4	Determine the method for converting purchase order data	Lead, Perform	Participate
2.5.5	Determine the method for converting Requester/Requesting Location data	Lead, Perform	Participate
2.5.6	Data Cleanup and Source Staging	Lead, Perform	Participate
2.5.7	Requesters submitted for cleanup	Lead, Perform	Participate

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	SC Project Task	ACS HCS Responsibility	CCHHS Responsibility
2.5.8	Cleanup and consolidation of existing item master files*** Limited to consolidate 3 item masters with the maximum item count to be 50,000 items**	Lead, Perform	Participate
2.5.9	Raw non-stock data submitted for cleanup	Lead	Participate
2.5.10	Cleanup/creation of Non-stock File Items***See Above Limitations**	Lead, Perform	Participate
2.5.11	Cleanup of Stock File Items***See Above Limitations**	Lead	Participate
2.5.12	Completion of item master scrubbing and population	Lead, Perform	Participate
2.5.13	Identify Prime Vendor for additional field population, ie. Packaging and conversion factors	Lead, Perform	Participate
2.5.14	Draft mapping of Item Master legacy data to Lawson Equivalents	Lead, Perform	Participate
2.5.15	Review consolidated Item Master prior to upload for completion of appropriate data fields	Lead, Perform	Participate
2.5.16	Completion of item master scrubbing and population	Lead, Perform	Participate
2.6	Standardization Activities	Lead, Perform	Participate
2.6.1	Review Data Elements and Naming Conventions for MM	Lead, Perform	Participate
2.6.2	Define Item Master Requirements*** Limited to Location for each Hospital and one Warehouse**	Lead, Perform	Participate
2.6.3	Define Consolidated Purchasing Organization	Lead, Perform	Participate
2.6.4	Define Stock or Stockless Environment/Warehousing Structure	Lead, Perform	Participate
2.6.5	Define Inventory Control Companies	Lead, Perform	Participate
2.6.6	Define Report Groups	Lead, Perform	Participate
2.6.7	Define Consignment Vendors and Requirements	Lead, Perform	Participate
2.6.8	Define Inventory Valuation Method (FIFO, LIFO, AVE)	Lead, Perform	Participate
2.6.9	Identify Distribution Locations*** One Warehouse and each Hospital**	Lead, Perform	Participate
2.6.10	Initiate Common Vendor Master Consolidation	Lead, Perform	Participate
2.6.11	Standardization Activities Complete	Lead, Perform	Participate
2.7	Procurement Process Suite Design	Lead, Perform	Review
2.7.1	Inventory Control - Procurement Process Suite Design	Lead, Perform	Review
2.7.2	Inventory Control - Design Master File Record Parameters	Lead, Perform	Review
2.7.3	Develop item group parameters and GL Categories	Lead, Perform	Review

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	SC Project Task	ACS HCS Responsibility	CCHHS Responsibility
2.7.4	Develop item comment types & report options	Lead, Perform	Review
2.7.5	Develop company parameters and dates	Lead, Perform	Review
2.7.6	Develop location codes & reporting groups	Lead, Perform	Review
2.7.7	Develop item numbering scheme	Lead, Perform	Review
2.7.8	Develop Manufacturer Codes and Divisions	Lead, Perform	Review
2.7.9	Develop Manufacturer Numbers	Lead, Perform	Review
2.7.10	Develop Generic Names	Lead, Perform	Review
2.7.11	Develop sales class codes	Lead, Perform	Review
2.7.12	Develop inventory class codes	Lead, Perform	Review
2.7.13	Population of UOM tab with packaging and conversions	Lead, Perform	Review
2.7.14	Identify ValueLink items in one of the Item Master reportable fields (i.e., Hazard Codes, Freight Codes)	Lead, Perform	Review
2.7.15	Validate regional item location file to the Prime Vendor recommended item file -	Lead, Perform	Review
2.7.16	Addition of User Fields	Lead, Perform	Review
2.7.17	Develop Inventory Locations*** Limited to one warehouse and each hospital**	Lead, Perform	Review
2.7.18	Review of Item master file to determine items for storerooms (stock and non-stock)	Lead, Perform	Review
2.7.19	Format information into Lawson Item Location File	Lead, Perform	Review
2.7.20	Return Item Location File to begin adding item specifics	Lead, Perform	Review
2.7.21	Modification to Item Location file to include item specifics	Lead, Perform	Review
2.7.22	Identification of Non-stock items	Lead, Perform	Review
2.7.23	Identification of inventory tracked items	Lead, Perform	Review
2.7.24	Develop bin codes to attach to items	Lead, Perform	Review
2.7.25	Identification of Default Buyer	Lead, Perform	Review
2.7.26	Identification of Reorder Policy (FOP)	Lead, Perform	Review
2.7.27	Identificaton of Reorder Document	Lead, Perform	Review
2.7.28	Verification of reorder points for each inventory tracked item and population on spreadsheet.	Lead, Perform	Review
2.7.29	Verification of min/max for each inventory item, where applicable and population on spreadsheet.	Lead, Perform	Review

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	SC Project Task	ACS HCS Responsibility	CCHHS Responsibility
2.7.30	Verification of source information and population on spreadsheet.	Lead, Perform	Review
2.7.31	Identification of last receipt cost	Lead, Perform	Review
2.7.32	Identification of Consignment flag	Lead, Perform	Review
2.7.33	Identification and review of existing Par Locations	Lead, Perform	Review
2.7.34	Identify source records attached to Par Locations	Lead, Perform	Review
2.7.35	Notification that Item Location File is ready for upload	Lead, Perform	Review
2.7.36	Review Item Location File prior to any upload	Lead, Perform	Review
2.7.37	Inventory Control - Design Master File Record Parameters complete	Lead, Perform	Review
2.8	Purchase Order - Procurement Process Suite Design	Lead, Perform	Review
2.8.1	General Ledger Design Completed for required accounts	Lead, Perform	Review
2.8.2	Purchase Order - Design Master File Record Parameters	Lead, Perform	Review
2.8.3	Develop Purchasing Classes	Lead, Perform	Review
2.8.4	Develop purchasing class codes	Lead, Perform	Review
2.8.5	Develop ship term codes	Lead, Perform	Review
2.8.6	Develop vendor PO parameters	Lead, Perform	Review
2.8.7	Decision on Requisition Lines on PO, Location Control	Lead, Perform	Review
2.8.8	Develop buyer groups, buyer codes	Lead, Perform	Review
2.8.9	Develop comment codes	Lead, Perform	Review
2.8.10	Develop vendor items - From Item Master, extract item number and vendor item number	Lead, Perform	Review
2.8.11	Format extracted data into PO813 Vendor Item Conversion file	Lead, Perform	Review
2.8.12	Verify and review Vendor Items	Lead, Perform	Review
2.8.13	Develop Freight Terms	Lead, Perform	Review
2.8.14	Develop Vendor Quote/Vendor Agreements	Lead, Perform	Review
2.8.15	Develop list of current contracts	Lead, Perform	Review
2.8.16	Determine vendor agreement name and number standardization	Lead, Perform	Review
2.8.17	Decision on what contracts will be loaded to provide Corporate compliance and standardization for centralized processing	Lead, Perform	Review
2.8.18	Contact GPO for contract information	Lead, Perform	Review

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	SC Project Task	ACS HCS Responsibility	CCHHS Responsibility
2.8.19	Verify completeness of contract information provided by GPO.	Lead, Perform	Review
2.8.20	Determine need for following extracts.	Lead, Perform	Review
2.8.21	From current system, extract Contract Header information	Lead, Perform	Review
2.8.22	From current system, extract Contract Line information	Lead, Perform	Review
2.8.23	Gather pricing information related to contracts in required format	Lead, Perform	Review
2.8.24	Gather pricing information related to contracts from other vendor sources, ie. Sole source contract, local contract, etc	Lead, Perform	Review
2.8.25	Mapping of old item number/vendor numbers to new Lawson item numbers	Lead, Perform	Review
2.8.26	Verification of Contract information on spreadsheet	Lead, Perform	Review
2.9	Requisition - Procurement Process Suite Design	Lead, Perform	Review
2.9.1	Requisition - Design Master File Record Parameters	Lead, Perform	Review
2.9.2	Identification of requesting location/requestors for each service division	Lead, Perform	Review
2.9.3	Review locations	Lead, Perform	Review
2.9.4	Gather additional details or information as necessary	Lead, Perform	Review
2.9.5	Format extracted file into Lawson RQ810 Requesting location format or Add-in	Lead, Perform	Review
2.9.6	Verify and review requesting locations	Lead, Perform	Review
2.9.7	Review existing locations Acct Units which mirror RQ Loc Codes	Lead, Perform	Review
2.9.8	Review Department listing report for current departments	Lead, Perform	Review
2.9.9	Requesting locations complete	Lead, Perform	Review
2.9.10	Develop approval codes	Lead, Perform	Review
2.9.11	Develop requestors***Limited to no more than three (3) named requestors for each department at each facility**	Lead, Perform	Review
2.9.12	Review requestors	Lead, Perform	Review
2.9.13	Create Approval Assignments***Limited to ProcessFlow predefined approval triggers**	Lead, Perform	Review
2.9.14	Assignment of approval codes to each requestor	Lead, Perform	Review
2.9.15	Assignment of Accounting Units	Lead, Perform	Review

# ATTACHMENT A

	SC Project Task	ACS HCS Responsibility	CCHHS Responsibility
2.9.16	Assignment of E-Requisitions/RSS	Lead, Perform	Review
2.9.17	Review Possible staff that would be identified as requestors	Lead, Perform	Review
2.9.18	Develop Templates*** Limited to 500 Procurement templates**	Lead, Perform	Review
2.9.19	Determine the type of templates to be built – stock or non-stock, custom	Lead, Perform	Review
2.9.20	Identification of requesting locations for each service division	Lead, Perform	Review
2.9.21	Identification of the requesting locations which will be transmitting electronic requisitions. (Web requisitions)	Lead, Perform	Review
2.9.22	Identification of items to be included on the procurement templates for each of the requesting locations.	Lead, Perform	Review
2.9.23	Map existing item number to new number against item master database	Lead, Perform	Review
2.9.24	Validation of templates with end users*** Maximum 500 Procurement template**	Lead, Perform	Review
2.9.25	Requisition - Parameters Design Complete	Lead, Perform	Review
2.10	Warehouse - Procurement Process Suite Design	Lead, Perform	Review
2.10.1	Warehouse - Design Master File Record Parameters	Lead, Perform	Review
2.10.2	Define Process Type	Lead, Perform	Review
2.10.3	Define External System Defaults	Lead, Perform	Review
2.10.4	Define Shipping Methods	Lead, Perform	Review
2.10.5	Define allocation methods	Lead, Perform	Review
2.10.6	Warehouse Parameters Design Complete	Lead, Perform	Review
2.11	Design PO Issue Parameters	Lead, Perform	Review
2.11.1	Determine which vendors will have their orders sent via EDI **Limited to 3 EDI Vendors**	Lead, Perform	Review
2.11.2	Determine which vendors will have their orders sent via EFAX	Lead, Perform	Review
2.11.3	Include exchange form: ie. VAN, Web, FTP (Gather Info)	Lead, Perform	Review
2.11.4	Procurement Subset Modules - Gather Info from Partner	Lead, Perform	Review
2.11.5	Determine Vendor Phone Numbers	Lead, Perform	Review
2.11.6	Determine Logon Information (Acct # and Password)	Lead, Perform	Review

# ATTACHMENT A

	SC Project Task	ACS HCS Responsibility	CCHHS Responsibility
2.11.7	Define communication schedule for order windows	Lead, Perform	Review
2.11.8	Setup recurring job scheduler	Lead, Perform	Review
2.11.9	Establish ANSI X12 Standards for UOM (Unit of Measure)	Lead, Perform	Review
2.11.10	Define how vendor invoices are received (EDI/paper)	Lead, Perform	Review
2.11.11	Procurement Subset Modules - Design EDI Subset File Parameters	Lead, Perform	Review
2.11.12	Define overall EDI Strategy	Lead, Perform	Review
2.11.13	Setup List of Existing EDI Partners	Lead, Perform	Review
2.11.14	Review Lawson List of Supported Trading Partners	Lead, Perform	Review
2.11.15	Review List of Lawson supported transactions by vendor supported	Lead, Perform	Review
2.11.16	Define modules to integrate w/EDI - Accounts Payable – 810, PO – 850, PO confirmation – 855, advanced ship notice - 856	Lead, Perform	Review
2.12	Procurement Subset Modules- Design Efax Subset File Parameters	Lead, Perform	Review
2.12.1	Validate Fax Server Availability	Lead, Perform	Review
2.12.2	Purchase Winfax software	Lead, Perform	Review
2.12.3	Confirm the Modem	Lead, Perform	Review
2.12.4	Install the Winfax software	Lead, Perform	Review
2.12.5	Gather email server type information for configuring Fax Integrator	Lead, Perform	Review
2.12.6	Configuring Fax Integrator on PC	Lead, Perform	Review
2.12.7	Configuring the Fax software	Lead, Perform	Review
2.12.8	Confirm Fax directory in Unix	Lead, Perform	Review
2.12.9	Procurement Subset Modules -E-Fax Draft Process Procedures	Lead, Perform	Review
2.12.10	Determine how revised Purchase orders will be handled. (Issue method, EDI number, EDI trans. if applicable)	Lead, Perform	Review
2.12.11	Determine Maintenance and Transaction Monitoring	Lead, Perform	Review
2.12.12	Procurement Subset Modules - E-fax Draft Process Procedures Complete	Lead, Perform	Review
2.12.13	Design E-Fax subset Complete	Lead, Perform	Review
2.13	Setup procedures	Perform	Review

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	SC Project Task	ACS HCS Responsibility	CCHHS Responsibility
2.13.1	Draft Process Procedures - Inventory Control	Perform	Review
2.13.2	Draft inventory item addition process	Perform	Review
2.13.3	Draft physical inventory process	Perform	Review
2.13.4	Draft reorder methods & defaults	Perform	Review
2.13.5	Draft inventory transfer procedures	Perform	Review
2.13.6	Draft inventory adjustment procedures	Perform	Review
2.13.7	Draft inventory receipts & issues procedures	Perform	Review
2.13.8	Draft par level management and replenishment process	Perform	Review
2.13.9	Draft month-end procedures	Perform	Review
2.13.10	Draft Process Procedures Complete	Perform	Review
2.13.11	Draft of Inventory Control Design Complete	Perform	Review
2.13.12	Purchase Order - Draft Process Procedures	Perform	Review
2.13.13	Draft purchase order entry process	Perform	Review
2.13.14	Draft contract management policy and procedures	Perform	Review
2.13.15	Draft bid processing policy and procedures	Perform	Review
2.13.16	Draft vendor return process	Perform	Review
2.13.17	Draft freight processing procedures	Perform	Review
2.13.18	Draft buyer procedures	Perform	Review
2.13.19	Draft policy & procedures for standard orders	Perform	Review
2.13.20	Draft receiving policy & procedures	Perform	Review
2.13.21	Draft tax processing procedures	Perform	Review
2.13.22	Draft month-end procedures	Perform	Review
2.13.23	Draft Process Procedures Complete	Perform	Review
2.13.24	Draft of Purchase Order Design Complete	Perform	Review
2.13.25	Requisition - Draft Process Procedures	Perform	Review
2.13.26	Draft requisition entry policy and procedures	Perform	Review
2.13.27	Draft buyer requisition review and PO create process	Perform	Review
2.13.28	Draft requisition return process	Perform	Review
2.13.29	Draft approval process	Perform	Review
2.13.30	Draft month-end process	Perform	Review
2.13.31	Draft Process Procedures Complete	Perform	Review

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	SC Project Task	ACS HCS Responsibility	CCHHS Responsibility
2.13.32	Draft Inventory Allocation Maintenance/Reallocation Policies and Procedures	Perform	Review
2.13.33	Draft Inventory Allocation from Substitute Location Policies and Procedures	Perform	Review
2.13.34	Draft Bin/Lot/Serial Allocation Policies and Procedures	Perform	Review
2.13.35	Draft Allocation Of Future Orders Policies and Procedures	Perform	Review
2.13.36	Draft Shipment Release Policies and Procedures	Perform	Review
2.13.37	Draft Backorder Resolution Policies and Procedures	Perform	Review
2.13.38	Draft Proof of Delivery Orders Policies and Procedures	Perform	Review
2.13.39	Draft MSDS Forms Policies and Procedures	Perform	Review
2.13.40	Draft Future Order Policies and Procedures	Perform	Review
2.13.41	Draft Kits Policies and Procedures	Perform	Review
2.13.42	Warehouse - Draft Process Procedures	Perform	Review
2.13.43	Warehouse - Draft Order Processing Procedures	Perform	Review
2.13.44	Draft Order Picking Procedures	Perform	Review
2.13.45	Warehouse - Draft Inventory Allocation Policies and Procedures	Perform	Review
2.13.46	Draft Process Procedures Complete	Perform	Review
2.14	Reporting **assumes no custom reports**	Lead, Perform	Review
2.14.1	Map current reports to system supplied reports	Lead, Perform	Review
2.15	Conference Room Pilot	Lead, Perform	Participate, Review
2.15.1	Define CRP scope and objectives	Perform	Review
2.15.2	Identify scenarios for CRP scripts	Perform	Review
2.15.3	Setup procedure for recording expected & unexpected results	Perform	Review
2.15.4	Setup procedure for following-up on unexpected results	Perform	Review
2.15.5	Determine equipment & facility requirements	Lead, Perform	Participate, Review
2.15.6	Setup product line management strategy for CRP	Perform	N/A
2.15.7	Define environment requirements including security	Perform	N/A
2.15.8	Write CRP scripts including expected results and validity checks	Perform	Review

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	SC Project Task	ACS HCS Responsibility	CCHHS Responsibility
2.15.9	Synchronize scripts into log	Perform	N/A
2.15.10	Identify and gather test data	Lead	Participate, Review
2.15.11	Set-up cross-section system parameters as defined during Business Procedures Design	Perform	N/A
2.15.12	Load history or simulated history	Perform	N/A
2.15.13	Process CRP scripts	Lead	Participate
2.15.14	Compare actual results to expected results	Perform	Participate
2.15.15	Document issues arising from CRP	Perform	N/A
2.15.16	Hold CRP review meeting	Lead	Participate
2.15.17	Document results	Perform	Review
2.15.18	Formalize next steps	Perform	Review
<b>3</b>	<b>Build Phase - PROCUREMENT</b>		
3.1	Build Purchase Order Module	Perform	N/A
3.1.1	Setup Purchasing Classes	Perform	N/A
3.1.2	Setup purchasing class codes	Perform	N/A
3.1.3	Setup ship term codes	Perform	N/A
3.1.4	Setup vendor PO parameters	Perform	N/A
3.1.5	Decision on Requisition Lines on PO, Location Control	Perform	N/A
3.1.6	Setup buyer groups, buyer codes	Perform	N/A
3.1.7	Setup comment codes	Perform	N/A
3.1.8	Setup vendor items From Item Master extract item number and vendor item number	Perform	N/A
3.1.9	Format extracted data into PO813 Vendor Item Conversion file	Perform	N/A
3.1.10	Verify and review Vendor Items	Perform	N/A
3.1.11	Setup Freight Terms	Perform	N/A
3.1.12	Setup Vendor Quote/Vendor Agreements	Perform	N/A
3.1.13	Setup list of current contracts	Perform	N/A
3.1.14	Determine vendor agreement name and number standardization	Perform	N/A
3.1.15	Decision on what contracts will be loaded to provide Corporate compliancy and standardization for centralized processing	Perform	N/A
3.1.16	Contact GPO for contract information	Perform	N/A

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	SC Project Task	ACS HCS Responsibility	CCHHS Responsibility
3.1.17	Verify completeness of contract information provided by GPO.	Perform	N/A
3.2	Build Inventory Control Module	Perform	N/A
3.2.1	Setup item group parameters and GL Categories	Perform	N/A
3.2.2	Setup item comment types & report options	Perform	N/A
3.2.3	Setup company parameters and dates	Perform	N/A
3.2.4	Setup location codes & reporting groups	Perform	N/A
3.2.5	Setup item numbering scheme	Perform	N/A
3.2.6	Setup Manufacturer Codes and Divisions	Perform	N/A
3.2.7	Setup Manufacturer Numbers	Perform	N/A
3.2.8	Setup Generic Names	Perform	N/A
3.2.9	Setup sales class codes	Perform	N/A
3.2.10	Setup inventory class codes	Perform	N/A
3.2.11	Population of UOM tab with packaging and conversions	Perform	N/A
3.2.12	Validate regional item location file to the Prime Vendor recommended item file	Perform	N/A
3.2.13	Setup User Fields	Perform	N/A
3.3	Setup Inventory Locations	Perform	N/A
3.3.1	Review of Item master file to determine items for storerooms (stock and non-stock)	Perform	N/A
3.3.2	Format information into Lawson Item Location File	Perform	N/A
3.3.3	Return Item Location File to to begin adding item specifics	Perform	N/A
3.3.4	Modification to Item Location file to include item specifics	Perform	N/A
3.3.5	Identification of Non-stock items	Perform	N/A
3.3.6	Identification of inventory tracked items	Perform	N/A
3.3.7	Setup bin codes to attach to items	Perform	N/A
3.3.8	Identification of Default Buyer	Perform	N/A
3.3.9	Identification of Reorder Policy (FOP)	Perform	N/A
3.3.10	Identificaton of Reorder Document	Perform	N/A
3.3.11	Verification of reorder points for each inventory tracked item and population on spreadsheet.	Perform	N/A
3.3.12	Verification of min/max for each inventory item, where applicable and population on spreadsheet.	Perform	N/A

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	SC Project Task	ACS HCS Responsibility	CCHHS Responsibility
3.3.13	Verification of source information and population on spreadsheet.	Perform	N/A
3.3.14	Identification of last receipt cost	Perform	N/A
3.3.15	Identification of Consignment flag	Perform	N/A
3.3.16	Notification that Item Location File is ready for upload	Perform	N/A
3.3.17	Review Item Location File prior to any upload	Perform	N/A
3.3.18	Inventory Item Locations complete	Perform	N/A
3.4	Par Locations	Perform	N/A
3.4.1	Setup IC83 Par Forms	Perform	N/A
3.4.2	Setup or add Source information if applicable	Perform	N/A
3.5	Setup Requisitions (RSS)	Perform	N/A
3.5.1	Identification of requesting location/requestors for each service division	Perform	N/A
3.5.2	Review locations	Perform	N/A
3.5.3	Gather additional details or information as necessary	Perform	N/A
3.5.4	Format extracted file into Lawson RQ810 Requesting location format	Perform	N/A
3.5.5	Load file and verify requesting locations	Perform	N/A
3.5.6	Review existing locations Acct Units which mirror RQ Loc Codes	Perform	N/A
3.5.7	Review Department listing report for current departments	Perform	N/A
3.5.8	Requesting locations complete	Perform	N/A
3.5.9	Setup approval codes	Perform	N/A
3.5.10	Setup requestors	Perform	N/A
3.5.11	Create Approval Assignments***Limited to ProcessFlow application predefined approval triggers	Perform	N/A
3.5.12	Assignment of approval codes to each requestor	Perform	N/A
3.5.13	Assignment of Accounting Units	Perform	N/A
3.5.14	Assignment of E-Requisitions	Perform	N/A
3.5.15	Create/Setup Templates	Perform	N/A
3.6	Warehouse Module Setup	Perform	N/A
3.6.1	Define Process Type	Perform	N/A
3.6.2	Define External System Defaults	Perform	N/A
3.6.3	Define Shipping Methods	Perform	N/A

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	SC Project Task	ACS HCS Responsibility	CCHHS Responsibility
3.6.4	Define allocation methods	Perform	N/A
3.6.5	Warehouse Parameters Design Complete	Perform	N/A
3.7	EDI/Efax Build	Perform	N/A
3.7.1	Setup which vendors will have their orders sent via EDI**Limited to 3 EDI Vendors**	Perform	N/A
3.7.2	Setup vendors that will have their orders sent via EFAX	Perform	N/A
3.7.3	Setup Phone Numbers- FTP protocol	Perform	N/A
3.7.4	Setup Logon Information (Acct # and Password)	Perform	N/A
3.7.5	Setup communication schedule for order windows	Perform	N/A
3.7.6	Setup recurring job scheduler	Perform	N/A
3.7.7	Setup how vendor invoices are received (EDI/paper)	Perform	N/A
3.7.8	Complete Setup overall EDI Strategy	Perform	N/A
3.7.9	Setup modules to integrate w/EDI	Perform	N/A
3.8	Procurement Subset Modules- Setup Efax Subset File Parameters	Perform	N/A
3.8.1	Validate Fax Server Availability	Perform	N/A
3.8.2	Confirm the Modem is functional	Perform	N/A
3.8.3	Test the fax software	Perform	N/A
3.8.4	Complete email server type information for configuring Fax Integrator	Perform	N/A
3.8.5	Complete configuring Fax Integrator on PC	Perform	N/A
3.8.6	Complete configuring the Fax software	Perform	N/A
3.8.7	Confirm Fax directory in Unix	Perform	N/A
3.8.8	Procurement Subset Modules -E-Fax Draft Process Procedures	Perform	N/A
3.8.9	Setup E-Fax subset Complete	Perform	N/A
<b>4</b>	<b>Test Phase</b>		
4.1	Create Integrated Test Plan (including stress test)	Perform	Review
4.1.1	Define test cycles (daily activities, changes, weekly, etc)	Perform	Review
4.1.2	Define test scripts (reuse CRP, but add as needed)	Perform	Review
4.1.3	Define test samples and expected results	Perform	Review
4.1.4	Outline daily test activities and required resources	Perform	Review
4.1.5	Execute Integrated Test	Lead	Participate

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	SC Project Task	ACS HCS Responsibility	CCHHS Responsibility
4.1.6	Process System/Integration Test transactions	Lead	Participate
4.1.7	Execute Security Scripts	Lead	Participate
4.1.8	Process interfaces	Lead	Review
4.1.9	Process update cycles	Lead	Participate
4.1.10	Execute month-end processes	Lead	Participate
4.1.11	Execute quarter-end and year-end processes	Lead	Participate
4.1.12	Assess Results	Lead	Participate
<b>5</b>	<b>Training Phase</b>		
5.1	Setup End User Training Plan	Perform	Review
5.2	Setup Training Agenda	Perform	Review
5.3	Setup End User Training Materials	Perform	Review
5.4	Identify participants	Lead	Participate
5.5	Determine class size and number of classes required	Lead	Participate
5.6	Identify training rooms and computers	Lead	Participate
5.7	Communicate with users about training	Lead	Participate
5.8	Load training data	Perform	Participate
5.9	Set Up training users	Perform	Participate
5.10	Deliver training	Perform	Participate
5.11	Deliver proficiency test	Perform	Participate
<b>6</b>	<b>Go-Live Phase</b>		
6.1	Review plan completion to date	Perform	Review
6.2	Identify remaining tasks	Perform	Review
6.3	Prioritize remaining tasks	Perform	Review
6.4	Determine resources and durations	Perform	Review
6.5	Identify constraints	Perform	Review
6.6	Fine tune implementation plan for final cut-over	Perform	Review
6.7	Contingency Plan Identified	Perform	Review
6.8	Decision to go into Production on Schedule	Lead	Review
6.9	Setup Application Data in Production Environment	Perform	Review
6.10	Security Setup	Perform	Review
6.11	Convert Live Data	Perform	Review
6.12	Project Sign-off	Lead	Review

## ATTACHMENT A

The following table details the tasks to implement the Mobile Supply Chain (MSCM) modules and identifies responsibility for each task:

TABLE 6

	MSCM Project Task	ACS HCS Responsibility	CCHHS Responsibility
<b>1</b>	<b>Initiating / Planning Phase</b>		
1.1	Finalize Team Structure	Perform	Perform
1.2	Setup Education Plan	Perform	Review
1.3	Setup Project Charter Document	Perform	Review
1.4	Kick-off Meeting	Perform	Participate
1.5	Review and Refine Project Plan	Perform	Review
1.6	Establish Meeting Schedule	Perform	Review
1.7	Attend Lawson Training	Perform	Participate
<b>2</b>	<b>Design Phase</b>		
2.1	Current State Assessment – Inventory Control - Par and Cycle Counting, Receiving and Delivery	Lead, Perform	Participate, Review
2.2	Business Needs Analysis – Inventory Control - Par and Cycle Counting, Receiving and Delivery	Lead	Participate, Review
2.3	MSCM Design Meeting with SCM Staff	Perform	Participate, Review
2.3.1	MSCM Design Meeting and review of Options	Perform	Participate, Review
2.3.2	MSCM Analysis	Perform	Review
2.3.3	Verify MSCM Server is ready	Perform	Review
2.3.4	Verify Record Counts	Perform	Review
2.3.5	Review the MSCM.FILTER.PROPERTIES configuration file settings	Perform	Review
2.3.6	Determine Hardware***Limited to Lawson supported Handhelds, Cradels, Printers**	Perform	Review
2.3.7	Verify Lawson ERP Server Requirements for MSCM	Perform	Review
2.3.8	Verify Database Server Requirements	Perform	Review
2.4	Verify MSCM Server Requirements	Perform	Review
2.4.1	Verify Wireless Requirements	Perform	Review
2.4.2	Wireless network access point "Cisco Aironet 350" or "Symbol AP4131"	Perform	Review
2.4.3	Verify Desktop Computer Requirements	Perform	Review

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	MSCM Project Task	ACS HCS Responsibility	CCHHS Responsibility
2.5	Order Handhelds and Cradles**Limited to Lawson supported Handhelds, Cradels, Printers**	Perform	Participate, Review
2.6	Order Label Printers**Limited to Lawson supported Handhelds, Cradels, Printers**	Perform	Participate, Review
2.7	Validate Pre-Installation checklist complete	Perform	Review
2.7.1	Supply and verify information to connect to Oracle Database or Microsoft SQL Server	Perform	Review
2.7.2	Supply Back-Office User name and password (Exempt from password Expiration policies)	Perform	Review
2.7.3	Confirm local administrator privileges to install applications	Perform	Review
2.7.4	Wireless Environment, confirm handheld devices are configured to use wireless network if not required "econnect" software and installation	Perform	Review
2.7.5	Provide PO30 Tracking Number customization Document	Perform	Review
2.7.6	Verify PO30 Tracking Number Modification to Cobol is completed if applicable	Perform	Review
2.7.7	Request and Build ARRIVAL Directory to be built in Lawson (\$LAWDIR/prodline/work/ARRIVAL)	Perform	Review
2.7.8	Create MSCM Bookmark in Portal for MSCM users	Perform	Review
2.7.9	Create Tracking Bookmark in Portal for Requesters - <a href="http://[mscmhost:port]/mscm/deliveryTracking?mode=trackingsearch&amp;cp=2010">http://[mscmhost:port]/mscm/deliveryTracking?mode=trackingsearch&amp;cp=2010</a>	Perform	Review
2.7.10	Setup Websphere on MSCM Server for Distrubuted Single Sign-on	Perform	Review
2.7.11	If needed, then Design custom Labels	Perform	Review
2.7.12	Finalize the scope of the Lawson MSCM upgrade project	Perform	Review
2.7.13	Email Lawson MSCM -RAD and PAR User Manuals to MSCM Team	Perform	Review
2.7.14	Send email notification of events to MSCM Team - Project plan ready for review	Perform	Review
2.7.15	Evaluate training requirements (technical and application needs assessment)	Perform	Review
2.7.16	Reserve Location for Conference Room Pilot	Perform	Review
2.7.17	Schedule Lawson Software to perform the MSCM Install on PROD	Perform	Review

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	MSCM Project Task	ACS HCS Responsibility	CCHHS Responsibility
2.7.18	Determine when to have MSCM installed on PROD	Perform	Review
<b>3</b>	<b>Build Phase</b>		
3.1	Phase 3 Design\Build Phase	Perform	N/A
3.1.1	Review MSCM Setup Decisions	Perform	N/A
3.1.2	Document MSCM Setup and Security Decisions	Perform	N/A
3.1.3	Change Lawson Procurement Configurations to Match Setup Decisions	Perform	N/A
3.1.4	PO01 Company Settings on the Receiving Tab - Change the tracking flag to H for Header in Lawson	Perform	N/A
3.1.5	Change MSCM Configurations to match Setup Decisions	Perform	N/A
3.1.6	Modify MSCM to match Setup Decisions	Perform	N/A
3.1.7	Verify and Build/Modify Data in MSCM	Perform	N/A
3.1.8	User Management	Perform	N/A
3.1.9	Design and Build MSCM Security Groups based on Roles in MSCM	Perform	N/A
3.1.10	SCM Staff Provide List of MSCM Users to IT Security Staff	Perform	N/A
3.1.11	IS Security staff adds MSCM Users to the MSCM Group	Perform	N/A
3.1.12	SCM Staff add Users from Portal and Assign to Security Group, Default Co-Location Info	Perform	N/A
3.1.13	Location Management	Perform	N/A
3.1.14	Verify that all Companies match Lawson Procurement system	Perform	N/A
3.1.15	Verify that all Locations match Lawson Procurement system	Perform	N/A
3.1.16	SCM Staff modify Locations to Receiving, Stock, and Delivery as needed	Perform	N/A
3.2	Item Management	Perform	N/A
3.2.1	Verify MSCM Item count matches Lawson Procurement System	Perform	N/A
3.2.2	Manufacturer Management	Perform	N/A
3.2.3	Verify MSCM Manufacturer count matches Lawson Procurement system	Perform	N/A
3.2.4	Vendor Management	Perform	N/A

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	MSCM Project Task	ACS HCS Responsibility	CCHHS Responsibility
3.2.5	Verify MSCM Vendor count matches Lawson Procurement System	Perform	N/A
3.2.6	Delivery Management	Perform	N/A
3.2.7	Create Delivery Routes for Companies	Perform	N/A
3.2.8	Par Management	Perform	N/A
3.2.9	Create my Par Forms list for users	Perform	N/A
3.2.10	Handheld Installation	Perform	N/A
3.2.11	Configure new Handhelds	Perform	N/A
3.2.12	Check Settings, Owner, and Battery charge	Perform	N/A
3.3	Install MSCM applications	Perform	N/A
3.3.1	Download and Install - PlatformDLL.SymbolWin2003.CAB	Perform	N/A
3.3.2	Download and Install -HHShell.SymbolWin2003.CAB	Perform	N/A
3.3.3	Download and Install -MPC.SymbolWin2003.CAB	Perform	N/A
3.3.4	Download and Install -RAD.SymbolWin2003.CAB	Perform	N/A
3.3.5	Return to the handheld main screen and select Start > Programs from the list. A programs window will appear. Double-click Mobile SCM.	Perform	N/A
3.3.6	Select File from the bottom left of the handheld screen. Select Settings and enter the server address.	Perform	N/A
3.3.7	The server address format consists of the server IP and port only, lawtest9.advocatehealth.com:9081	Perform	N/A
3.3.8	Verify that the MSCM Applications were installed	Perform	N/A
3.3.9	Go to Start > Programs > Mobile SCM to launch the application.	Perform	N/A
3.3.10	Select File > Settings, and specify the following: lawtest9.advocatehealth.com:9081	Perform	N/A
3.3.11	Select Test Server Connection to test the configurations. If the test is successful, the handheld device is ready to use.	Perform	N/A
3.3.12	Verify the MSCM Data on Handheld	Perform	N/A
3.3.13	Create a freeze record in Inventory Control, and verify that MSCM received the freeze record using the Cycle Counting module on the handheld device.	Perform	N/A
3.3.14	In the MPC application, select Par Counting > Labels. Select a company and par location, and verify that the items within the par location are displayed and are accurate.	Perform	N/A

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	MSCM Project Task	ACS HCS Responsibility	CCHHS Responsibility
3.3.15	Create a purchase order and receive it in Procurement. Verify that the PO was received in MSCM by selecting Delivery → Create Manifest.	Perform	N/A
3.3.16	On the handheld device, go to Issues, then select the stock location on the handheld device. On the next screen, select a requesting location, then select the magnifying glass icon. Review the items.	Perform	N/A
3.3.17	Log in as a valid Lawson user, and perform an Issue on the handheld device, then send it to Procurement. Verify that the count was sent successfully by clicking Issues > Report > Issue.	Perform	N/A
3.3.18	Activating the Kiosk Mode	Perform	N/A
3.3.19	On the handheld device, log in to the Mobile Supply Chain Management application as an administrator.	Perform	N/A
3.3.20	Click File > Settings, and then click the Kiosk tab.	Perform	N/A
3.3.21	From the Kiosk tab, select Enable Kiosk Mode, and then click OK.	Perform	N/A
3.3.22	Verify whether the Kiosk mode is activated by clicking File. The Exit option should be disabled. You can also check whether the Kiosk mode is turned on by clicking the Start menu or launching another application.	Perform	N/A
3.3.23	You should not be able to access the Start if the Kiosk mode is turned on.	Perform	N/A
3.3.24	Wireless Connection	Perform	N/A
3.3.25	Establish Wireless connectivity	Perform	N/A
3.3.26	1. On the lower right hand corner of the handheld, click on the icon and select WLAN Profiles.	Perform	N/A
3.3.27	2. Click on Default and select "Edit"	Perform	N/A
3.3.28	3. Verify the following: a. ESSID =	Perform	N/A
3.3.29	4. Click on the Authentication tab	Perform	N/A
3.3.30	a. Select LEAP from the down arrow selection and click OK. Click OK to capture these settings.	Perform	N/A
3.3.31	A login screen should pop up. Enter the following	Perform	N/A
3.3.32	a. User Name-	Perform	N/A
3.3.33	b. Password – Network password for the user	Perform	N/A
3.3.34	c. User domain = Network domain	Perform	N/A
3.3.35	d. Save any updates	Perform	N/A

# ATTACHMENT A

	MSCM Project Task	ACS HCS Responsibility	CCHHS Responsibility
3.3.36	Network Connection to MSCM Server	Perform	N/A
3.3.37	Printers	Perform	N/A
3.3.38	Setup Report Printers	Perform	N/A
3.3.39	Define and map Label printers to MSCM	Perform	N/A
3.3.40	User Profiles	Perform	N/A
3.3.41	Setup user profiles defined in MSCM	Perform	N/A
3.3.42	Production Implementation	Perform	N/A
3.3.43	Install MSCM on PROD server	Perform	N/A
3.3.44	Lawson installs MSCM Software on PROD Server	Perform	N/A
3.3.45	Sync Data with Lawson PROD	Perform	N/A
3.3.46	Verify that Lawson Procurement tables match MSCM Server data	Perform	N/A
3.3.47	Start MSCM Server	Perform	N/A
<b>4</b>	<b>Test Phase</b>		
4.1	Determine Users who will be involved in the testing process	Lead	Participate, Review
4.1.1	Test Script Development	Perform	Review
4.1.2	Develop System Test Plan	Perform	Review
4.1.3	RAD	Perform	Review
4.1.4	RAD Test Scripts to processes	Perform	Review
4.1.5	MPC	Perform	Review
4.1.6	MPC Test Scripts to processes	Perform	Review
4.1.7	MSCM Server Test Scripts to process	Perform	Review
4.1.8	Test Script Development Complete	Perform	Review
4.1.9	Lawson MSCM Unit Test I	Lead	Review
4.1.10	MSCM Unit Test I	Lead	Review
4.1.11	Execute RAD test scripts	Lead	Review
4.1.12	Execute MPC test scripts	Lead	Review
4.1.13	Execute MSCM Server test scripts	Lead	Review
4.1.14	Execute MSCM Reports test scripts	Lead	Review
4.1.15	MSCM Unit Test 1 Script Testing Complete	Lead	Review
4.1.16	Record test issues in Issues Database	Perform	Review
4.1.17	Decide if changes are needed to MSCM Setup or Security Groups	Perform	Review

# ATTACHMENT A

	MSCM Project Task	ACS HCS Responsibility	CCHHS Responsibility
4.1.18	Identify required patches, if applicable	Perform	Review
4.1.19	Install and test patches, if applicable	Perform	Review
4.1.20	Modify the Setup and Security Design Documents, if Needed	Perform	Review
4.2	Stress Test	Lead	Review
4.2.1	Schedule stress test	Lead	Review
4.2.2	Perform stress test (Have all users perform functions for 1 hour)	Lead	Participate, Review
4.2.3	Review stress test results	Lead	Participate, Review
<b>5</b>	<b>Training Phase</b>		
5.1	Phase 5 Training Phase	Lead	Participate, Review
5.1.1	Handheld Loading Training	Lead	Participate, Review
5.1.2	Schedule participation in Handheld loading process	Lead	Participate, Review
5.1.3	Attend Handheld Loading Training	Lead	Participate, Review
5.1.4	MSCM End Users Training	Lead	Participate, Review
5.1.5	Determine End Users who will participate in Lawson MSCM training	Lead	Participate, Review
5.1.6	Schedule MSCM End Users Training-Classes	Lead	Participate, Review
5.1.7	Conduct MSCM End Users Training-Based on Roles in RAD and MPC	Lead	Participate, Review
5.1.8	MSCM Super User training	Lead	Participate, Review
5.1.9	Develop end user training strategy and materials	Lead	Participate, Review
5.1.10	Schedule Super user training	Lead	Participate, Review
5.1.11	Perform MSCM Super User training	Lead	Participate, Review
5.1.12	Sign off on end user training results	Lead	Participate, Review

# ATTACHMENT A

	<b>MSCM Project Task</b>	<b>ACS HCS Responsibility</b>	<b>CCHHS Responsibility</b>
6	<b>Go-Live Phase</b>		
6.1	Schedule Go-Live Coverage	Lead	Review
6.1.1	Provide Go-Live Coverage	Lead	Review
6.1.2	Monitor MSCM Transactions to the Lawson Apps Server	Lead	Review
6.1.3	Document Go-Live Issues	Lead	Review
6.1.4	Go-Live!	Lead	Review
6.1.5	Review MSCM Productivity	Lead	Review
6.1.6	Review of roll out schedule to other locations	Lead	Review
6.12	Project Sign-Off	Lead	Review

# ATTACHMENT A

The following table details the tasks to implement the Human Resources and Payroll (HR/PR) modules and identifies responsibility for each task:

TABLE 7

	HR/PR Project Task	ACS HCS Responsibility	CCHHS Responsibility
<b>1</b>	<b>Initiating / Planning Phase</b>		
1.1	Finalize Team Structure	Perform	Perform
1.2	Develop Education Plan	Perform	Review
1.3	Develop Project Charter Document	Perform	Review
1.4	Kick-off Meeting	Perform	Participate
1.5	Review and Refine Project Plan	Perform	Review
1.6	Establish Meeting Schedule	Perform	Review
1.7	Attend Lawson Training	Perform	Participate
<b>2</b>	<b>Design Phase</b>		
2.1	<b>HR/Personnel</b>	Lead	Participate, Review
2.1.1	Review and document current HR/Personnel process flows	Lead	Participate, Review
2.1.2	Gather current Personnel HR/reports and forms	Perform	Participate, Review
2.1.3	Acknowledge HR/Personnel interface and modification needs	Perform	Participate, Review
2.1.4	Identify current security requirements	Lead	Participate
2.1.5	Document Best Practices	Perform	Review
2.1.6	Complete HR/Personnel BNA Documentation	Lead	Participate
2.1.7	Benefits Business Needs Analysis		Participate, Review
2.1.8	Review and document current Benefits process flows	Lead	Review
2.1.9	Gather current Benefits reports and forms	Lead	Review
2.1.10	Acknowledge Benefits interface and modification needs	Lead	Review
2.1.11	Identify security requirements	Lead	Participate, Review

# ATTACHMENT A

	HR/PR Project Task	ACS HCS Responsibility	CCHHS Responsibility
2.1.12	Complete Benefits BNA Documentation	Lead	Participate, Review
2.2	<b>Payroll Business</b>	Lead	Review
2.2.1	Review and document current Payroll process flows	Lead	Review
2.2.2	Gather current Payroll reports and forms	Lead	Review
2.2.3	Acknowledge Payroll interface and modification needs	Lead	Review
2.2.4	Identify current security requirements	Lead	Review
2.2.5	Complete Payroll BNA Documentation	Lead	Review
2.3	<b>Absence Management</b>	Lead	Review
2.3.1	Review and document current Absence Management process flows	Lead	Review
2.3.2	Gather current Absence Management reports and forms	Lead	Review
2.3.3	Acknowledge Absence Management interface and modification needs	Lead	Review
2.3.4	Identify current security requirements	Lead	Review
2.3.5	Complete Absence Management BNA Documentation	Lead	Review
2.4	<b>Employee and Manager Self Services</b>	Lead	Review
2.4.1	Review and document current ESS/MSS Self-Service process flows	Lead	Review
2.4.2	Identify security requirements	Lead	Review
2.4.3	Complete ESS/MSS Self-Service BNA Documentation	Lead	Review
2.5	<b>Draft Security Design</b>	Lead	Review
2.5.1	Conduct security workshop (as needed)	Lead	Review
2.5.2	Identify Roles	Lead	Review
2.5.3	Complete Security Matrix	Lead	Review
2.5.4	Review Matrix against Draft Procedures	Lead	Review
2.5.5	Draft Security Design Complete	Lead	Review
2.6	<b>Refine procedures</b>	Lead	Review

# ATTACHMENT A

	HR/PR Project Task	ACS HCS Responsibility	CCHHS Responsibility
2.6.1	Provide technology review or workshop (as needed)	Lead	Review
2.6.2	Refine security policies & procedures	Lead	Review
2.6.3	Refine job stream setup and maintenance	Lead	Review
2.6.4	Refine new employees systems access procedures	Lead	Review
2.6.5	Refine backup & recovery process	Lead	Review
2.6.6	Refine training and development environment maintenance procedures	Lead	Review
2.6.7	Refine product line management procedures	Lead	Review
2.6.8	Refine software update procedures	Lead	Review
2.6.9	Refine user login process and menus	Lead	Review
2.6.10	Refine batch job submission procedure	Lead	Review
2.6.11	Refine print procedures	Lead	Review
2.6.12	Refine report distribution process (groups)	Lead	Review
2.6.13	Refine database maintenance procedures	Lead	Review
2.6.14	Refine of IS Procedures Completed	Lead	Review
2.7	<b>Detail Integration and Conversion Planning</b>	Lead	Review
2.7.1	Assign responsibility and resources	Lead	Review
2.7.2	Determine durations	Lead	Review
2.7.3	Recognize dependencies	Lead	Review
2.7.4	Develop and/or adjust critical dates/milestones	Lead	Review
2.7.5	Identify additional project constraints	Lead	Review
2.7.6	Publish a revised implementation workplan	Lead	Review
2.8	<b>Conference Room Pilot</b>	Lead	Participate, Review
2.8.1	Define CRP scope and objectives	Lead	Participate, Review
2.8.2	Develop CRP integration plan for all application	Lead	Participate, Review
2.8.3	Identify scenarios for CRP scripts	Lead	Participate, Review

# ATTACHMENT A

	HR/PR Project Task	ACS HCS Responsibility	CCHHS Responsibility
2.8.4	Develop procedure for recording expected & unexpected results	Lead	Participate, Review
2.8.5	Develop procedure for following-up on unexpected results	Lead	Participate, Review
2.8.6	Determine equipment & facility requirements	Lead	Participate, Review
2.8.7	Develop product line management strategy for CRP	Lead	Participate, Review
2.8.9	Define environment requirements including security	Lead	Participate, Review
2.8.10	Write CRP scripts including expected results and validity checks	Lead	Participate, Review
2.8.11	Synchronize scripts into log	Lead	Participate, Review
2.8.12	Identify and gather test data	Lead	Participate, Review
2.8.13	Develop cross application interface testing plan	Lead	Participate, Review
2.8.14	Set-up cross-section system parameters as defined during Business Procedures Design	Lead	Participate, Review
2.8.15	Process CRP scripts	Lead	Participate, Review
2.8.16	Compare actual results to expected results	Lead	Participate, Review
2.8.17	Document issues arising from CRP	Lead	Participate, Review
2.8.18	Hold CRP review meeting	Lead	Participate, Review
2.8.19	Document results	Lead	Participate, Review
2.8.20	Formalize next steps	Lead	Participate, Review
2.9	<b>Finalize HR Specified Conversion Mapping and Design</b>	Lead	
2.9.1	HR507 - Supervisor Conversion	Lead	Participate, Review
2.9.2	HR506 - Job Code Conversion (Current)	Lead	Participate, Review
2.9.3	PA502 - Position Conversion (Current)	Lead	Participate, Review
2.9.4	HR511 - Employee Conversion (Current)	Lead	Participate, Review
2.9.5	PA513 - Position, Job History Conversion (Current)	Lead	Participate, Review
2.9.6	HR515 - User Field Conversion	Lead	Participate, Review

# ATTACHMENT A

	HR/PR Project Task	ACS HCS Responsibility	CCHHS Responsibility
2.9.7	HR514 - Alternate Rate Conversion	Lead	Participate, Review
2.9.8	PR512 - Employee Direct Deposit Conversion (If required)	Lead	Participate, Review
2.9.9	HR513 - Dependent Conversion	Lead	Participate, Review
2.9.10	PA512 - Emergency Contact Conversion	Lead	Participate, Review
2.9.11	BN531 - Batch Benefit Enrollment	Lead	Participate, Review
2.9.12	BN532 - Batch Dependent Benefit Enrollment	Lead	Participate, Review
2.9.13	PR514 - Employee (Other) Deduction Master Load	Lead	Participate, Review
2.9.14	PR560 - Payroll History Conversion (Current Quarter)	Lead	Participate, Review
2.9.15	TA570 - Load Balances	Lead	Participate, Review
2.9.16	PA520 - Emp Code Conversion (Current)	Lead	Participate, Review
2.9.17	TM570 - Attendance History Conversion (1 Quarter)	Lead	Participate, Review
2.9.18	BN555 - DB/DC Balances (1 Quarter)	Lead	Participate, Review
2.9.19	PA533 - Job History (Current)	Lead	Participate, Review
2.9.20	LP570 - Employee Manual Transaction Load (Current)	Lead	Participate, Review
<b>3</b>	<b>Build Phase</b>		
3.1	<b>HR Master File Record Parameters</b>	Lead	Participate, Review
3.1.1	Develop company parameters	Lead	Participate, Review
3.1.2	Develop process level parameters	Lead	Participate, Review
3.1.3	Develop department codes	Lead	Participate, Review
3.1.4	Develop employee status codes	Lead	Participate, Review
3.1.5	Develop human resource codes & user fields	Lead	Participate, Review
3.1.6	Develop job classes	Lead	Participate, Review
3.1.7	Develop job codes	Lead	Participate, Review
3.1.8	Develop supervisor codes	Lead	Participate, Review

# ATTACHMENT A

	HR/PR Project Task	ACS HCS Responsibility	CCHHS Responsibility
3.1.9	Develop employee numbering method & default parameters	Lead	Participate, Review
3.1.10	Develop processing groups	Lead	Participate, Review
3.1.11	Develop employee groups	Lead	Participate, Review
3.1.12	Develop data item attributes set-up	Lead	Participate, Review
3.1.13	Develop security classes	Lead	Participate, Review
3.1.14	Parameters Design Complete	Lead	Participate, Review
3.2	<b>Personnel Master File Record Parameters</b>	Lead	Participate, Review
3.2.1	Develop job function & requirement codes	Lead	Participate, Review
3.2.2	Develop job description codes	Lead	Participate, Review
3.2.3	Develop employee information codes	Lead	Participate, Review
3.2.4	Develop applicant status codes	Lead	Participate, Review
3.2.5	Develop applicant numbering & parameter codes	Lead	Participate, Review
3.2.6	Develop personnel action codes	Lead	Participate, Review
3.2.7	Develop grade range schedules	Lead	Participate, Review
3.2.8	Parameters Design Complete	Lead	Participate, Review
3.3	<b>Process Procedures</b>	Lead	Participate, Review
3.3.1	Draft new employee addition process	Lead	Participate, Review
3.3.2	Draft employee maintenance procedures	Lead	Participate, Review
3.3.3	Draft applicant procedures	Lead	Participate, Review
3.3.4	Draft job requisition process	Lead	Participate, Review
3.3.5	Draft employee review process	Lead	Participate, Review
3.3.6	Draft personnel actions processes	Lead	Participate, Review
3.3.7	Map interface files & data elements	Lead	Participate, Review
3.4	<b>Employee Master Conversion</b>	Lead	Participate, Review
3.4.1	Determine level of history to convert (Current)	Lead	Participate, Review

# ATTACHMENT A

	HR/PR Project Task	ACS HCS Responsibility	CCHHS Responsibility
3.4.2	Determine data to include in conversion (Current)	Lead	Participate, Review
3.4.3	Determine the conversion settings requirements	Lead	Participate, Review
3.4.4	Determine if legacy files require maintenance & method to accomplish (clean-up)	Lead	Participate, Review
3.4.5	Draft mapping of legacy data to Lawson equivalents	Lead	Participate, Review
3.4.6	Map Reports / Security	Lead	Participate, Review
3.4.7	Map current reports to system supplied reports	Lead	Participate, Review
3.4.8	Identify new reports required and preferred development tool	Lead	Participate, Review
3.4.9	Start identification of security requirements	Lead	Participate, Review
3.5	<b>Benefits</b>	Lead	Participate, Review
3.5.1	Develop company parameters	Lead	Participate, Review
3.5.2	Develop standard benefit letter codes	Lead	Participate, Review
3.5.3	Develop deduction codes & classes	Lead	Participate, Review
3.5.4	Develop frequency schedules	Lead	Participate, Review
3.5.5	Develop insurance carrier codes	Lead	Participate, Review
3.5.6	Develop plan eligibility requirements	Lead	Participate, Review
3.5.7	Develop flex plan codes	Lead	Participate, Review
3.5.8	Develop health plan codes	Lead	Participate, Review
3.5.9	Develop dental plan codes	Lead	Participate, Review
3.5.10	Develop rate tables	Lead	Participate, Review
3.5.11	Develop disability plan codes	Lead	Participate, Review
3.5.12	Develop vesting schedules	Lead	Participate, Review
3.5.13	Develop life/AD&D plan codes	Lead	Participate, Review
3.5.14	Develop dependent life plan codes	Lead	Participate, Review
3.5.15	Develop defined contribution plan codes	Lead	Participate, Review

# ATTACHMENT A

	HR/PR Project Task	ACS HCS Responsibility	CCHHS Responsibility
3.5.16	Develop defined benefits plan codes	Lead	Participate, Review
3.5.17	Develop vacation buy/sell plan codes	Lead	Participate, Review
3.5.18	Develop spending account plan codes	Lead	Participate, Review
3.5.19	Develop savings bond plan codes	Lead	Participate, Review
3.5.20	Parameters Design Complete	Lead	Participate, Review
3.5.21	Draft Process Procedures	Lead	Participate, Review
3.5.22	Draft COBRA processing & maintenance procedures	Lead	Participate, Review
3.5.23	Draft retiree processing procedures	Lead	Participate, Review
3.5.24	Draft employee enrollment procedures	Lead	Participate, Review
3.5.25	Draft employee maintenance procedures	Lead	Participate, Review
3.5.26	Draft plan maintenance procedures	Lead	Participate, Review
3.5.27	Process Procedures Design Complete	Lead	Participate, Review
3.5.28	Draft Benefit Enrollment Conversion Plan	Lead	Participate, Review
3.5.29	Determine if benefit enrollment data will be converted & method (Current)	Lead	Participate, Review
3.5.30	Map Reports / Security	Lead	Participate, Review
3.5.31	Map current reports to system supplied reports	Lead	Participate, Review
3.5.32	Start identification of security requirements	Lead	Participate, Review
3.5.33	Draft of Benefits Design Complete	Lead	Participate, Review
3.6	<b>Payroll</b>	Lead	Participate, Review
3.6.1	Design Master File Record Parameters	Lead	Participate, Review
3.6.2	Develop pay class, summary and group codes	Lead	Participate, Review
3.6.3	Develop pay plans & schedules	Lead	Participate, Review
3.6.4	Develop deduction codes	Lead	Participate, Review
3.6.5	Develop deduction cycle meanings	Lead	Participate, Review
3.6.6	Develop tax authority codes	Lead	Participate, Review

# ATTACHMENT A

	HR/PR Project Task	ACS HCS Responsibility	CCHHS Responsibility
3.6.7	Develop workers compensation codes & classes	Lead	Participate, Review
3.6.8	Parameters Design Complete	Lead	Participate, Review
3.7	<b>Process Procedures</b>	Lead	Participate, Review
3.7.1	Draft employee pay method	Lead	Participate, Review
3.7.2	Draft time entry process	Lead	Participate, Review
3.7.3	Draft one time deduction process	Lead	Participate, Review
3.7.4	Draft payroll cycle procedures	Lead	Participate, Review
3.7.5	Draft payment correction procedures	Lead	Participate, Review
3.7.6	Draft payment reconciliation process	Lead	Participate, Review
3.7.7	Draft quarter-end process	Lead	Participate, Review
3.7.8	Draft month-end procedures	Lead	Participate, Review
3.7.9	Draft year-end process	Lead	Participate, Review
3.7.10	Process Procedures Design Complete	Lead	Participate, Review
3.8	<b>Payroll History Conversion Plan</b>	Lead	Participate, Review
3.8.1	Review Conversion Workbook	Lead	Participate, Review
3.8.2	Determine level of history to convert (2 Pay Period)	Lead	Participate, Review
3.8.3	Determine data to include in conversion	Lead	Participate, Review
3.8.4	Determine the conversion settings	Lead	Participate, Review
3.8.5	Determine if legacy files require maintenance & method to accomplish (clean-up)	Lead	Participate, Review
3.8.5	Draft mapping from legacy data to Lawson equivalents	Lead	Participate, Review
3.9	<b>Interface Design</b>	Lead	Participate, Review
3.9.1	Define interface into & out of PR module	Lead	Participate, Review
3.9.2	Draft an interface timing schedule	Lead	Participate, Review
3.9.3	Map interface files & data elements	Lead	Participate, Review
3.9.4	Map Reports / Security	Lead	Participate, Review

# ATTACHMENT A

	HR/PR Project Task	ACS HCS Responsibility	CCHHS Responsibility
3.9.5	Map current reports to system supplied reports	Lead	Participate, Review
3.9.6	Identify new reports required and preferred development tool	Lead	Participate, Review
3.9.7	Start identification of security requirements	Lead	Participate, Review
3.10	<b>Absence Management</b>	Lead	Participate, Review
3.10.1	Design Master File Record Parameters	Lead	Participate, Review
3.10.2	Develop pay classes	Lead	Participate, Review
3.10.3	Develop plan codes & parameters	Lead	Participate, Review
3.10.4	Develop plan, schedules, limits, formulas,	Lead	Participate, Review
3.10.5	Develop attendance codes	Lead	Participate, Review
3.10.6	Develop attendance classes	Lead	Participate, Review
3.11	<b>Process Procedures</b>	Lead	Participate, Review
3.11.1	Draft Absence Management plan definitions	Lead	Participate, Review
3.11.2	Draft employee enrollment procedures	Lead	Participate, Review
3.11.3	Draft Absence Management process	Lead	Participate, Review
3.11.4	Draft Absence Management adjustment procedures	Lead	Participate, Review
3.11.5	Draft employee attendance records maintenance process	Lead	Participate, Review
3.12	<b>Absence Mgt History Conversion Plan</b>	Lead	Participate, Review
3.12.1	Review Conversion Workbook	Lead	Participate, Review
3.12.2	Determine level of history to convert	Lead	Participate, Review
3.12.3	Determine data to include in conversion	Lead	Participate, Review
3.12.4	Determine the conversion settings	Lead	Participate, Review
3.12.5	Determine if legacy files require maintenance & method to accomplish (clean-up)	Lead	Participate, Review
3.12.6	Draft mapping from legacy data to Lawson equivalents	Lead	Participate, Review
3.12.7	Draft Interface Design	Lead	Participate, Review

# ATTACHMENT A

	HR/PR Project Task	ACS HCS Responsibility	CCHHS Responsibility
3.12.8	Establish type of interfaces - Batch vs. Real-time	Lead	Participate, Review
3.12.9	Draft an interface timing schedule	Lead	Participate, Review
3.12.10	Map interface files & data elements	Lead	Participate, Review
<b>4</b>	<b>Test Phase</b>		
4.1	Create Integrated Test Plan (including stress test)	Perform	Participate, Review
4.1.1	Define test cycles (daily activities, changes, weekly, etc.)	Perform	Participate, Review
4.1.2	Define test scripts (reuse CRP, but add as needed)	Perform	Participate, Review
4.1.3	Define test samples and expected results	Perform	Participate, Review
4.1.4	Outline daily test activities and required resources	Perform	Participate, Review
4.1.5	Execute Integrated Test	Lead	Participate, Review
4.1.6	Process System/Integration Test transactions	Lead	Participate, Review
4.1.7	Execute Security Scripts	Lead	Participate, Review
4.1.8	Process interfaces	Lead	Participate, Review
4.1.9	Process update cycles	Lead	Participate, Review
4.1.10	Execute month-end processes	Lead	Participate, Review
4.1.11	Execute quarter-end and year-end processes	Lead	Participate, Review
4.1.12	Assess Results	Lead	Participate, Review
<b>5</b>	<b>Training Phase</b>		
5.1	Develop End User Training Plan	Perform	Participate, Review
5.2	Develop Training Agenda	Perform	Participate, Review
5.3	Develop End User Training Materials	Perform	Participate, Review
5.4	Identify participants	Lead	Participate, Review
5.5	Determine class size and number of classes required	Lead	Participate, Review
5.6	Identify training rooms and computers	Lead	Participate, Review
5.7	Communicate with users about training	Lead	Participate, Review

**ATTACHMENT A**

	<b>HR/PR Project Task</b>	<b>ACS HCS Responsibility</b>	<b>CCHHS Responsibility</b>
5.8	Load training data	Perform	Participate, Review
5.9	Set Up training users	Perform	Participate, Review
5.10	Deliver training	Perform	Participate, Review
5.11	Deliver proficiency test	Perform	Participate, Review
<b>6</b>	<b>Go-Live Phase</b>		
6.1	Review plan completion to date	Lead	Participate, Review
6.2	Identify remaining tasks	Lead	Participate, Review
6.3	Prioritize remaining tasks	Lead	Participate, Review
6.4	Determine resources and durations	Lead	Participate, Review
6.5	Identify constraints	Lead	Participate, Review
6.6	Fine tune implementation plan for final cut-over	Lead	Participate, Review
6.7	Contingency Plan Identified	Lead	Participate, Review
6.8	Decision to go into Production on Schedule	Lead	Participate, Review
6.9	Setup Application Data in Production Environment	Lead	Participate, Review
6.10	Security Setup	Lead	Participate, Review
6.11	Convert Live Data	Lead	Participate, Review
6.12	Project Sign-off	Lead	Review

# ATTACHMENT A

The following table details the tasks to implement the HR and Payroll Self Service (ESS & MSS) modules and identifies responsibility for each task:

TABLE 8

	ESS/ MSS Project Task	ACS HCS Responsibility	CCHHS Responsibility
<b>1</b>	<b>Initiating / Planning Phase</b>		
1.1	Finalize Team Structure	Perform	Perform
1.2	Develop Education Plan	Perform	Review
1.3	Develop Project Charter Document	Perform	Review
1.4	Kick-off Meeting	Perform	Participate
1.5	Review and Refine Project Plan	Perform	Review
1.6	Establish Meeting Schedule	Perform	Review
1.7	Attend Lawson Training	Perform	Participate, Review
<b>2</b>	<b>Design Phase</b>		
2.1	Review and document current ESS/MSS Self-Service process flows	Lead	Participate, Review
2.2	Identify current security requirements	Lead	Participate, Review
2.3	Document "Best Practices" using Hackett Benchmarking data	Lead	Participate, Review
2.4	Complete ESS/MSS Self-Service BNA Documentation	Lead	Participate, Review
<b>3</b>	<b>Build Phase</b>		
3.1	Develop Employee Actions Process Template	Lead	Participate, Review
3.2	Develop Manager Action Process Template	Lead	Participate, Review
3.3	Develop Employee Actions Process Template for "Inquiry Only"	Lead	Participate, Review
3.4	Paid Time Off Balance	Lead	Participate, Review
3.5	Personal and Professional Profile	Lead	Participate, Review
3.6	Performance Reviews	Lead	Participate, Review
3.7	Paychecks and YTD	Lead	Participate, Review

# ATTACHMENT A

	ESS/ MSS Project Task	ACS HCS Responsibility	CCHHS Responsibility
3.8	Benefits - Marriage Action	Lead	Participate, Review
3.9	Benefits - Domestic Partnership	Lead	Participate, Review
3.10	Benefits - Birth / Adoption	Lead	Participate, Review
3.11	Benefits - Legal Separation / Divorce	Lead	Participate, Review
3.12	Develop Employee Actions Process Template for "Update Access"	Lead	Participate, Review
3.13	Address / Contact Information	Lead	Participate, Review
3.14	Emergency Contacts	Lead	Participate, Review
3.15	Develop Employee Template and Processes for Tasks for "Inquiry & View Only"	Lead	Participate, Review
3.16	Benefit Enrollment	Lead	Participate, Review
3.17	Benefits Handbook	Lead	Participate, Review
3.18	Beneficiary	Lead	Participate, Review
3.19	Benefit Plan Description	Lead	Participate, Review
3.20	Education	Lead	Participate, Review
3.21	New Hire Enrollment	Lead	Participate, Review
3.22	Org Chart	Lead	Participate, Review
3.23	Ray Rate History	Lead	Participate, Review
3.24	Phone Book	Lead	Participate, Review
3.25	Policy Manual	Lead	Participate, Review
3.26	Work Phone	Lead	Participate, Review
3.27	Develop Manager Action Process Templates "Inquiry and View Only"	Lead	Participate, Review
3.28	Assignment (Including Job Code)	Lead	Participate, Review
3.29	Supervisor Name	Lead	Participate, Review
3.30	Work Information	Lead	Participate, Review
3.31	Pay Information	Lead	Participate, Review

# ATTACHMENT A

	ESS/ MSS Project Task	ACS HCS Responsibility	CCHHS Responsibility
3.32	Tax Information	Lead	Participate, Review
3.33	Personnel Action History	Lead	Participate, Review
3.34	Deductions	Lead	Participate, Review
3.36	Time Accrual Balances	Lead	Participate, Review
3.37	Deductions by Quarter	Lead	Participate, Review
3.38	Employee Groups	Lead	Participate, Review
3.39	Current Benefits	Lead	Participate, Review
3.40	Email Address	Lead	Participate, Review
3.41	Department and Accounting Unit	Lead	Participate, Review
3.42	Position, Job History	Lead	Participate, Review
3.43	Salary History	Lead	Participate, Review
3.44	Benefits Criteria	Lead	Participate, Review
3.45	Phone Number	Lead	Participate, Review
<b>4</b>	<b>Test Phase</b>		
4.1	Create Integrated Test Plan (including stress test)	Perform	Participate, Review
4.1.1	Define test cycles (daily activities, changes, weekly, etc.)	Perform	Participate, Review
4.1.2	Define test scripts (reuse CRP, but add as needed)	Perform	Participate, Review
4.1.3	Define test samples and expected results	Perform	Participate, Review
4.1.4	Outline daily test activities and required resources	Perform	Participate, Review
4.2	Execute Integrated Test	Lead	Participate, Review
4.2.1	Process System/Integration Test transactions	Lead	Participate, Review
4.2.2	Execute Security Scripts	Lead	Participate, Review
4.2.3	Process interfaces	Lead	Participate, Review
4.2.4	Process update cycles	Lead	Participate, Review
4.2.5	Execute month-end processes	Lead	Participate, Review

# ATTACHMENT A

	ESS/ MSS Project Task	ACS HCS Responsibility	CCHHS Responsibility
4.2.6	Execute quarter-end and year-end processes	Lead	Participate, Review
4.3	Assess Results	Lead	Participate, Review
<b>5</b>	<b>Training Phase</b>		
5.1	Develop End User Training Plan	Perform	Participate, Review
5.2	Develop Training Agenda	Perform	Participate, Review
5.3	Develop End User Training Materials	Perform	Participate, Review
5.4	Identify participants	Lead	Participate, Review
5.5	Determine class size and number of classes required	Lead	Participate, Review
5.6	Identify training rooms and computers	Lead	Participate, Review
5.7	Communicate with users about training	Lead	Participate, Review
5.8	Load training data	Perform	Participate, Review
5.9	Set Up training users	Perform	Participate, Review
5.10	Deliver training	Perform	Participate, Review
5.11	Deliver proficiency test	Perform	Participate, Review
<b>6</b>	<b>Go-Live Phase</b>		
6.1	Review plan completion to date	Lead	Participate, Review
6.2	Identify remaining tasks	Lead	Participate, Review
6.3	Prioritize remaining tasks	Lead	Participate, Review
6.4	Determine resources and durations	Lead	Participate, Review
6.5	Identify constraints	Lead	Participate, Review
6.6	Fine tune implementation plan for final cut-over	Lead	Participate, Review
6.7	Contingency Plan Identified	Lead	Participate, Review
6.8	Decision to go into Production on Schedule	Lead	Participate, Review
6.9	Setup Application Data in Production Environment	Lead	Participate, Review
6.10	Security Setup	Lead	Participate, Review

**ATTACHMENT A**

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	<b>ESS/ MSS Project Task</b>	<b>ACS HCS Responsibility</b>	<b>CCHHS Responsibility</b>
6.11	Convert Live Data	Lead	Participate, Review
6.12	Project Sign-off	Lead	Review

# ATTACHMENT A

## Project Management

ACS HCS shall act as the project director and program manager for the project and shall perform all customary duties of a project manager, including, without limitation, performing the day-to-day project management duties, managing the provision and coordination of the Services provided by ACS HCS under this agreement and its permitted subcontractors, and reporting on the progress of ACS HCS and its subcontractors to complete the Project in accordance with the Project Plan. ACS HCS project management resources shall be responsible for managing the project management activities as list in table 10.

Upon completion of a major phase of the implementation of each module (Initiation/Planning, Design, Build, Test, Training), ACS HCS will require sign-off on phase completion by the appropriate CCHHS Team Lead. The sign-off signifies that the Team Lead (representing CCHHS) agrees that the tasks within the phase have been completed to their satisfaction and the team can move on to the tasks in the next phase.

The following table presents the projected professional fees by module and milestone.

	Analysis	Design	Build	Test	Train	Go-Live	Total Imp. Fees	Shadow Managers
Project oversight	\$607,680	\$891,264	\$1,215,360	\$607,680	\$283,584	\$445,632	\$4,051,200	
General ledger	\$154,200	\$226,160	\$308,400	\$154,200	\$71,960	\$113,080	\$1,028,000	\$1,269,000 <sup>1</sup>
Asset management	\$154,200	\$226,160	\$308,400	\$154,200	\$71,960	\$113,080	\$1,028,000	
Accounts payable	\$197,400	\$289,520	\$394,800	\$197,400	\$92,120	\$144,760	\$1,316,000	\$799,000
Project and activity accounting	\$193,800	\$284,240	\$387,600	\$193,800	\$90,440	\$142,120	\$1,292,000	
HR/payroll	\$606,000	\$888,800	\$1,212,000	\$606,000	\$282,800	\$444,400	\$4,040,000	\$2,303,000 <sup>2</sup>
Supply chain	\$706,800	\$1,036,640	\$1,413,600	\$706,800	\$329,840	\$518,320	\$4,712,000	\$658,000
<b>TOTAL</b>	<b>\$2,620,080</b>	<b>\$3,842,784</b>	<b>\$5,240,160</b>	<b>\$2,620,080</b>	<b>\$1,222,704</b>	<b>\$1,921,392</b>	<b>\$17,467,200</b>	<b>\$5,029,000</b>

The milestone professional fees were projected using industry standard percentages of overall module implementation resource consumption.. A detailed work plan will be developed for each module within 30 days of module and engagement kick off. Biweekly module reporting status reports will track progress against each milestone projection. Reporting will provide bi-weekly tracking of the percentage complete of each milestone and module. These status reports will provide complete transparency of actual professional fees by module. Each project report will be reviewed and approved by the client.

<sup>1</sup> Assumes General Ledger Shadow Manager will cover Asset Management and Project & Activity Accounting support responsibilities

<sup>2</sup> Assumes two resources – one for Human Resource and one for Payroll support

# ATTACHMENT A

## Transparency/Executive Dashboard Reports

Each month ACS will provide CCHHS with a detailed report that will provide optimum transparency of:

- The percent complete effort for each module
- Project stoplight report that will highlight status and progress against milestones
- Major project risks with recommended mitigation decisions/tasks

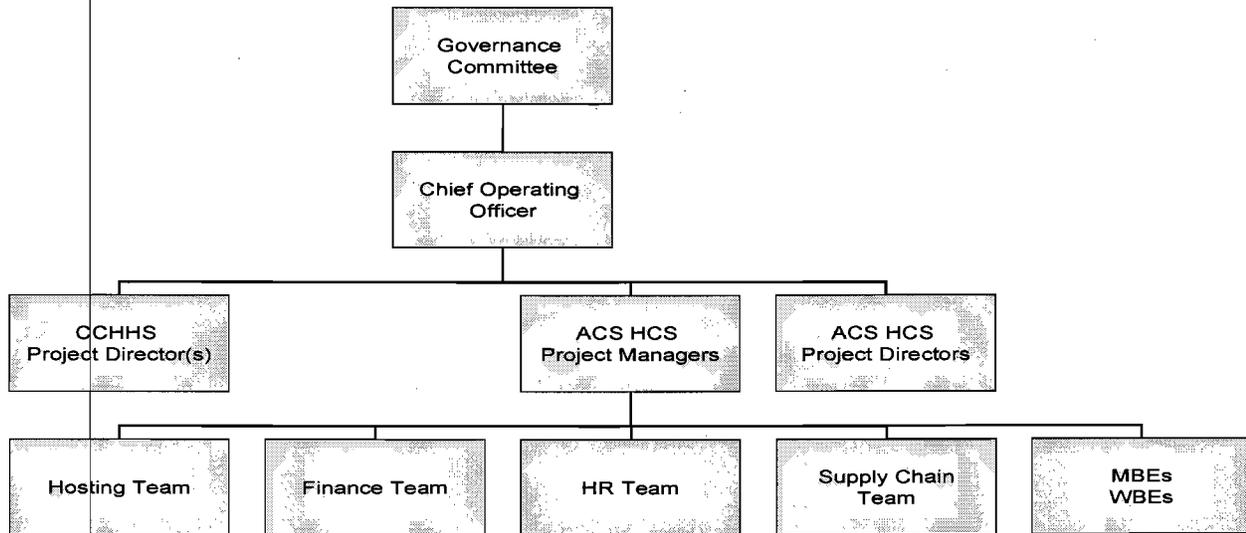
**TABLE 10**

	Initiating	Planning	Executing	Controlling	Closing
<b>Knowledge Areas</b>					
<b>Integration Management</b>	Charter Development	Plan Development	Plan Execution	Overall Change Control	Overall Project Documentation
<b>Scope Management</b>	Initiation	Scope Planning Scope Definition	Scope Verification	Scope Change Control	Scope Documentation
<b>Time Management</b>	High-Level Time Estimating	Activity Definition Scheduling	Schedule Development	Schedule Control	Schedule Documentation
<b>Cost Management</b>	High Level Cost Estimating	Resource Planning	Cost Budgeting	Cost Control	Cost Documentation
<b>Quality Management</b>	Define Quality Mgmt Approach	Quality Planning	Quality Assurance	Quality Control	Quality Documentation
<b>Human Resource Management</b>	Define HR Mgmt. Approach	Organizational Planning	Staff Acquisition Team Development	Team Development	Team Development
<b>Communication Management</b>	Define Comm. Mgmt. Approach	Communication Planning	Information Dist. Performance Report	Performance Reporting	Results Documentation
<b>Risk Management</b>	Risk Identification	Risk Identification Risk Assessment Risk Response Dev.	Risk Identification Risk Assessment Risk Response plan	Risk Identification Risk Assessment Risk Response	Risk Documentation
<b>PM Outputs/Deliverables</b>					
<b>PM Outputs/Deliverables</b>	Project Charter	Project Plan	Project Progress Reporting	Performance Measurements and Updated Plans	Project Doc. and Knowledge Transfer

# ATTACHMENT A

## Project Team

ACS HCS has selected a consulting team that supports our approach to the requirements of this engagement. The proposed organization structure and reporting relationships of the ACS HCS team are as follows:



Governance Committee members: CCHHS COO, CCHHS CFO, Cook County CIO, Steve Gray, Sean Galt, ACS HCS CIO

Contractor oversight partners: Sean Galt and Steve Gray

# ATTACHMENT A

## CCHHS Resources

ACS recommends that the Health and Hospitals System provides the following resources to the project (all FTE values are estimated):

Role	Project Role and Responsibility
CCHHS project director (1.0 FTE)	<ul style="list-style-type: none"> <li>▪ Responsible for day to day project support, CCHHS liaison and CCHHS advocate throughout the implementation</li> <li>▪ Assists ACS HCS Project Directors and Managers in managing resources, manages CHHS resource allocation, CCHHS issues and risks</li> <li>▪ Meets with CCHHS executives to provide status</li> <li>▪ Performs high-level quality assurance</li> </ul>
CCHHS project coordinator (1.0 FTE)	Responsible for the day to day CCHHS logistical and general support requirements for project directors, project managers and support of misc duties as defined for successful execution of the ERP Implementation.
Supply Chain lead (.75 FTE)	<ul style="list-style-type: none"> <li>▪ Possesses CCHHS-specific operational knowledge of current state Supply Chain processes</li> <li>▪ Serves as source of information and data on CCHHS current state</li> <li>▪ Provides input and reviews and approves future state design</li> <li>▪ Participates in testing and training</li> <li>▪ Participates in weekly team meetings to be aware of status and issues</li> </ul>
Supply Chain backup/ assistant lead (.25 FTE)	<ul style="list-style-type: none"> <li>▪ Possesses CCHHS-specific operational knowledge of current state Supply Chain processes</li> <li>▪ Serves as source of information and data on CCHHS current state</li> <li>▪ Reviews future state design</li> <li>▪ Assists with system build to facilitate knowledge transfer</li> <li>▪ Participates in testing and training</li> <li>▪ Participates in weekly team meetings to be aware of status and issues</li> </ul>
AP/Matching lead (.50 FTE)	<ul style="list-style-type: none"> <li>▪ Possesses CCHHS-specific operational knowledge of current state AP processes</li> <li>▪ Serves as source of information and data on CCHHS current state</li> <li>▪ Provides input and reviews and approves future state design</li> <li>▪ Participates in testing and training</li> <li>▪ Participates in weekly team meetings to be aware of status and issues</li> </ul>
AP/Matching backup/	<ul style="list-style-type: none"> <li>▪ Possesses CCHHS-specific operational knowledge of current state AP processes</li> </ul>

# ATTACHMENT A

Role	Project Role and Responsibility
assistant lead (.25 FTE)	<ul style="list-style-type: none"> <li>▪ Serves as source of information and data on CCHHS current state</li> <li>▪ Reviews future state design</li> <li>▪ Assists with system build to facilitate knowledge transfer</li> <li>▪ Participates in testing and training</li> <li>▪ Participates in weekly team meetings to be aware of status and issues</li> </ul>
Financials lead (.50 FTE)	<ul style="list-style-type: none"> <li>▪ Possesses CCHHS-specific operational knowledge of current state Finance processes (General Ledger, Asset Management, Project &amp; Activity Accounting)</li> <li>▪ Serves as source of information and data on CCHHS current state</li> <li>▪ Provides input and reviews and approves future state design</li> <li>▪ Participates in testing and training</li> <li>▪ Participates in weekly team meetings to be aware of status and issues</li> </ul>
Financials backup/assistant lead (.25 FTE)	<ul style="list-style-type: none"> <li>▪ Possesses CCHHS-specific operational knowledge of current state Finance processes (General Ledger, Asset Management, Project &amp; Activity Accounting)</li> <li>▪ Serves as source of information and data on CCHHS current state</li> <li>▪ Reviews future state design</li> <li>▪ Assists with system build to facilitate knowledge transfer</li> <li>▪ Participates in testing and training</li> <li>▪ Participates in weekly team meetings to be aware of status and issues</li> </ul>
HR lead (.33 FTE)	<ul style="list-style-type: none"> <li>▪ Possesses CCHHS-specific operational knowledge of current state HR processes</li> <li>▪ Serves as source of information and data on CCHHS current state</li> <li>▪ Provides input and reviews and approves future state design</li> <li>▪ Participates in testing and training</li> <li>▪ Participates in weekly team meetings to be aware of status and issues</li> </ul>
HR backup/assistant lead (.25 FTE)	<ul style="list-style-type: none"> <li>▪ Possesses CCHHS-specific operational knowledge of current state HR processes</li> <li>▪ Serves as source of information and data on CCHHS current state</li> <li>▪ Reviews future state design</li> <li>▪ Assists with system build to facilitate knowledge transfer</li> <li>▪ Participates in testing and training</li> <li>▪ Participates in weekly team meetings to be aware of status and issues</li> </ul>
Benefits/Absence Mgmt	<ul style="list-style-type: none"> <li>▪ Possesses CCHHS-specific operational knowledge of current state Benefits /</li> </ul>

# ATTACHMENT A

Role	Project Role and Responsibility
lead (.33 FTE)	<p>Absence Mgmt processes</p> <ul style="list-style-type: none"> <li>▪ Serves as source of information and data on CCHHS current state</li> <li>▪ Provides input and reviews and approves future state design</li> <li>▪ Participates in testing and training</li> <li>▪ Participates in weekly team meetings to be aware of status and issues</li> </ul>
Benefits/Absence Mgmt backup/assistant lead (.25 FTE)	<p>Possesses CCHHS-specific operational knowledge of current state Benefits / Absence Management processes</p> <ul style="list-style-type: none"> <li>▪ Serves as source of information and data on CCHHS current state</li> <li>▪ Reviews future state design</li> <li>▪ Assists with system build to facilitate knowledge transfer</li> <li>▪ Participates in testing and training</li> <li>▪ Participates in weekly team meetings to be aware of status and issues</li> </ul>
Payroll lead (.33 FTE)	<p>Possesses CCHHS-specific operational knowledge of current state Payroll processes</p> <ul style="list-style-type: none"> <li>▪ Serves as source of information and data on CCHHS current state</li> <li>▪ Provides input and reviews and approves future state design</li> <li>▪ Participates in testing and training</li> <li>▪ Participates in weekly team meetings to be aware of status and issues</li> </ul>
Payroll backup/assistant lead (.25 FTE)	<p>Possesses CCHHS-specific operational knowledge of current state Payroll processes</p> <ul style="list-style-type: none"> <li>▪ Serves as source of information and data on CCHHS current state</li> <li>▪ Reviews future state design</li> <li>▪ Assists with system build to facilitate knowledge transfer</li> <li>▪ Participates in testing and training</li> <li>▪ Participates in weekly team meetings to be aware of status and issues</li> </ul>
Supply Chain technical lead (.50 FTE)	<p>Possesses CCHHS-specific operational knowledge of current state Supply Chain technical configuration and processes including interfaces to/from current ERP, use of handheld devices and EDI setup</p> <ul style="list-style-type: none"> <li>▪ Serves as source of information and data on CCHHS current state including interfaces, use of handheld devices and EDI setup</li> <li>▪ Provides input and reviews and approves future state design</li> <li>▪ Participates in weekly team meetings to be aware of status and issues</li> </ul>
Financial Suite technical	<ul style="list-style-type: none"> <li>▪ Possesses CCHHS-specific operational knowledge of current state technical</li> </ul>

# ATTACHMENT A

Role	Project Role and Responsibility
lead (2.0 FTE)	<p>configuration and processes related to Finance including interfaces to/from current ERP (JD Edwards), and EDI setup</p> <ul style="list-style-type: none"> <li>▪ Serves as source of information and data on CCHHS current state including interfaces and EDI setup</li> <li>▪ Provides input and reviews and approves future state design</li> <li>▪ Participates in weekly team meetings to be aware of status and issues</li> </ul>
Technical lead (.50 FTE)	<ul style="list-style-type: none"> <li>▪ Possesses CCHHS-specific operational knowledge of current state Technical configuration and processes including interfaces to/from current ERP</li> <li>▪ Serves as source of information and data on CCHHS current state including interfaces</li> <li>▪ Provides input and reviews and approves future state design</li> <li>▪ Participates in weekly team meetings to be aware of status and issues</li> </ul>
Executive Steering Committee (as needed)	<ul style="list-style-type: none"> <li>▪ CCHHS Executive Leaders from areas impacted by the implementation</li> <li>▪ Provides project sponsorship and commitment.</li> <li>▪ Communicates buy-in throughout the organization and demonstrates commitment by attending Steering Committee meetings and addressing internal issues as required.</li> </ul>
Training and communication (.50 FTE)	<ul style="list-style-type: none"> <li>▪ Possesses CCHHS-specific operational knowledge of organization structure, communication vehicles and training facilities</li> <li>▪ Supports creation of project-related communications – reviews and approves content and assists in identification of affected employees</li> <li>▪ Assists in execution of training plan through identification of trainees and securing training rooms and computers.</li> </ul>
Department representatives (as needed)	<ul style="list-style-type: none"> <li>▪ Provides specialized expertise beyond that of team leads when needed or</li> <li>▪ Provides representation of departments for change management/communication purposes.</li> <li>▪ Attends meetings as required to contribute knowledge of specific CCHHS data or processes or to learn about project initiatives and status.</li> </ul>
Internal audit (.10 FTE)	<ul style="list-style-type: none"> <li>▪ Review project processes to confirm internal control requirements are met.</li> <li>▪ Review system design to confirm internal control requirements are met.</li> </ul>

## ATTACHMENT A

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### **Project Governance**

Project governance processes are a priority in order to achieve project success. The project organization structure together with project management processes will confirm that project status and issues are communicated and escalated as appropriate. Health System leadership must be committed to the project, aware of project status and involved in strategic decision-making and communication to confirm that the right investment and management decisions are made and to ensure project success.

Project governance has the following objectives:

1. Maximize value through project and business alignment.
2. Monitor/ control costs.
3. Maximize resource allocation.
4. Manage risk.
5. Apply best practice.
6. Organizational commitment.

Project governance responsibilities can be summarized as follows:

- Project governance committee must have independent and informed oversight of progress on the project - including regular executive-level project status meetings.
- To maximize clear accountability at all levels, with detailed project plans based on a critical path analysis with clearly identified critical success factors, regular milestones and "go/no go" checkpoints.
- To adopt and deploy a project management methodology.
- To adopt a clearly defined risk management plan.
- To institute a monitoring framework to inform the committee of progress and provide an early alert of divergence or slippage in any of the critical success factors.
- To confirm that internal audit is capable and accountable to the board for providing regular reports on project progress, slippage, budget, requirements specification and quality requirements.

### **Change in Scope of Work**

The Implementation Services component is based upon the Scope of Services described in this Attachment A. If the scope changes, the following Change Control Procedures shall apply. A change in the scope includes, but is not limited to: any new service and an addition, deletion or modification to the Services, including a change in requirements.

# ATTACHMENT A

## Project Assumptions

Area	Assumption
General	1. Customization of programs and/or data structure may void Lawson support agreements and are not within the scope of this agreement. In the event, a customization is requested, the issues will be escalated through a change control process, reminding management of the potential business case of the difficulties of adding Lawson releases and voiding Lawson support.
	2. The following facilities are considered in scope for the implementation: <ul style="list-style-type: none"> <li>a. Cook County Health &amp; Hospitals Systems</li> <li>b. John H. Stroger, Jr. Hospital of Cook County</li> <li>c. Provident Hospital of Cook County</li> <li>d. Oak Forest Hospital of Cook County</li> <li>e. Cermak Health Services of Cook County</li> </ul>
	3. Custom reports are not in scope for this project except where specifically identified.
	4. No network or local CCHHS infrastructure changes or assistance is included.
	5. No interface or conversion costs (software license, labor, etc.) are included for systems that will feed data to the Lawson system.
	6. CCHHS will provide timely decisions on regarding project.
General Ledger	1. Single chart of accounts will be built for CCHHS. Standardization to be completed prior to project kickoff.
	2. One custom report in scope — created in Lawson Report Writer for departmental expense report.
	3. No general ledger history to be converted.
Accounts Payable	1. Single vendor master will be built/converted for CCHHS. Any vendor standardization efforts will be completed prior to project kickoff.
Project & Activity Accounting	1. There will be no non-Lawson interfaces to/from AC.
	2. Conversion of LTD project balances included in scope. Data file with project balances to be provided by CCHHS.
Asset Management	1. Asset file to be provided by CCHHS contains necessary data elements to convert including asset description, asset cost, asset install date.
	2. There will be no non-Lawson interfaces to/from AM.
Procurement	1. Historical data will not be converted to the procurement suite applications.

**ATTACHMENT A**

Area	Assumption
	2. Lawson will be used for closing and post closing entries for current and prior period and year-end adjustments.
	3. Implementation of supported hand held devices only.
	4. CCHHS responsible for purchase of handheld devices.
	5. There will be only one vendor master and one item master.
	6. Maximum number of item masters to consolidate will be five (5) with a maximum of fifty thousand (50,000) items..
	7. Inventory locations included are warehouse or perpetual warehouse inventory related areas only within Hospitals. Excluded are: <ul style="list-style-type: none"> <li>▪ Surgery/OR</li> <li>▪ Emergency services</li> <li>▪ Cardiovascular Cath labs</li> <li>▪ Laboratory areas</li> <li>▪ Pharmacy</li> <li>▪ Food and nutrition</li> <li>▪ Plant operations/BioMed</li> <li>▪ IT</li> <li>▪ Radiology</li> <li>▪ Off site clinics</li> </ul>
	8. Implement existing Par locations only.
	9. Procurement templates limited to no more than 500.
	10. RSS will be phased process, phased approach will be determined.
	11. EDI only for qualified trading partners and transactions sets and limited to six (6) vendors within scope. .
	12. Handheld devices will be purchased by CCHHS and are not in the scope of this agreement.
<b>HR &amp; Payroll</b>	1. Maximum 100 unique pay codes.
	2. Maximum of 15 benefits plans.
	3. Maximum of 100 deduction codes.
	4. Maximum of unique garnishments 300.
	5. Maximum of 100 job codes.
	6. Maximum of 1,500 positions.

# ATTACHMENT A

Area	Assumption
	7. No more than a one to one supervisor assignment.
<b>Interfaces</b>	<p>The following interfaces are in scope (to be provided by feeding system in Lawson format):</p> <ul style="list-style-type: none"> <li>• ASC Time and Attendance to Payroll</li> <li>• Siemens Patient Accounting to General Ledger</li> <li>• Cerner Patient Accounting to General Ledger</li> <li>• JD Edwards budget data to Lawson Budget module (FB)               <ul style="list-style-type: none"> <li>○ could be a periodic upload rather than an interface</li> </ul> </li> <li>• Patient Refunds (Siemens and Cerner) to Lawson AP</li> <li>• AP Checks to County check printing system</li> <li>• Lawson General Ledger data to county JD Edwards system</li> <li>• Accounts Payable Checks, JDEdwards Check Numbers</li> </ul> <p>The following "throw-away" interfaces will be developed. These data transfers may be accomplished through a journal entry upload process based on cost-benefit analysis:</p> <ul style="list-style-type: none"> <li>• Legacy AP to Lawson GL</li> <li>• Legacy Procurement system to Lawson GL (if applicable)</li> <li>• Legacy Payroll to Lawson GL</li> <li>• Legacy Asset Management system to Lawson GL</li> </ul>

## Attachment B

### Lawson Software Acquisition and Transfer

As part of this contract, CONTRACTOR will acquire the following suite of Lawson Software applications and third party software as delineated in **Appendix I to Attachment B**.

Additionally CONTRACTOR will provide maintenance of this software during the Term.

CONTRACTOR shall procure the Lawson software, and will be the licensee of the Lawson software for the benefit of CCHHS pursuant to the Lawson Agreement, a copy of which is attached hereto as Exhibit 1. The Agreement sets forth the obligations under which CONTRACTOR has procured certain software from Lawson. The Agreement does not enlarge or diminish the responsibilities or obligations of CONTRACTOR to CCHHS under any agreement.

Upon payment in full for the Lawson software, which shall be invoiced and paid in accordance with the terms set forth in Attachment D of the Contract, CCHHS, Contractor and Lawson shall execute a Novation Agreement in the form set forth in Exhibit 2, under which CONTRACTOR shall transfer the terms and conditions set forth in the Agreement to CCHHS and CCHHS agrees to accept such transfer, pursuant to the Novation Agreement.

#### SOFTWARE FEES

The fees and payment terms for the Lawson Software are set forth in **Attachment D**.

**POF Definitions.** The following definitions supplement the definitions contained in the Lawson Master Terms and Conditions:

"LMP" or "Lawson-Maintained Products" means the Products listed in the Schedule(s) to this POF that are initially eligible for Maintenance from Lawson.

"LMP-REQ'D" means a Lawson-Maintained Product that must remain under Maintenance if Customer is to receive Maintenance for any other Lawson-Maintained Products.

"No LMP" means a Product that is not maintained by Lawson. Customer may elect to purchase at Customer's expense from the applicable Third Party Supplier available maintenance for the Third Party Products, specified as "No LMP" (if any) in the Schedule(s) to this POF.

"TP-LMP" means a Third Party Product maintained by Lawson at the Bronze level for only the Initial Maintenance Period. After the Initial Maintenance Period, Maintenance for that Product will be assigned or subcontracted to, and performed and invoiced by, the applicable Third Party Supplier.

"Products" means the Software described in the Schedule(s) to this POF and the Documentation for that Software.

"S" means source code is delivered with the Product.

License Term. Unless otherwise specified in the Schedule(s) to this POF, the "License Term" is perpetual for the Products listed in the Schedule(s) to this POF.

The following definitions are interchangeable in any prior document that is part of the Lawson Software Customer Agreement: (a) "Client" and "Customer," (b) "Support" and "Maintenance" and (c) "LSP" and "LMP" (Lawson Maintained Product).

**Maximum Use Designation Definitions.** The respective Maximum Use Designations listed in the Schedule(s) to this POF are defined as follows:

"MCPU" means "Maximum Central Processing Units," which is the maximum number of central processing units available to the operating system(s) and hardware platform(s) on which the corresponding Software designated as "MCPU" (if any) in the Schedule(s) to this POF may be installed and/or run.

"MCPUC" means "Maximum Central Processing Unit Cores", which is the maximum number of independent processing units (cores) in the central processing unit(s) available to the operating system(s) and hardware platform(s) on which the corresponding Software designated as "MCPUC" (if any) in the Schedule(s) to this POF may be installed and/or run.

"MP" means "Maximum Persons," which is the maximum number of persons deriving benefit from the use of the Products designated as "MP" (if any) in the Schedule(s) to this POF, including without limitation any person for whom data is maintained using those Products (for example, full time and part time employees, volunteers, pensioners, temporary workers, seasonal workers, contractors and consultants).

"MS" means "Maximum Servers," which is the maximum number of physical hardware servers on which each Product designated as "MS" (if any) in the Schedule(s) to this POF, may be installed.

"MUC" means "Maximum Users Concurrent," which is the maximum number of individuals authorized by Customer to be the number of peak simultaneous users running any on-line program within an application, designated as "MUC" (if any) in the Schedule(s) to this POF.

"MUN" means "Maximum Users Named," which is the maximum number of individuals ("Named Users") that may be authorized by Customer to use the respective specific Product designated as "MUN" (if any) in the Schedule(s) to this POF, regardless of whether the individual is actively using the Product at any given time. A Named User of one Product designated as MUN may not use other Products designated as MUN, unless Customer has obtained a License for that Named User to use each of those specific Products designated as MUN.

"MUS" means "Maximum Users Seats," which is the maximum number of Customer's workstations on which the Products may be installed, designated as "MUS" (if any) in the Schedule(s) to this POF.

The following Products, Users, Servers or CPU's shall be added under the Agreement as listed below:

SECTION 1.0: PRODUCT

Product Description	Sys ID	Max Users			MS	M CPU	SW Code	Maintenance Type
		MUC	MUS	MUN				
<b>Lawson Enterprise Financial Management Suite</b>								
Project Accounting and Billing & Revenue	MRBAC			UNL			S	LMP
Financial Procurement	FINPRO			UNL			S	LMP
<b>Lawson Supply Chain Management Suite</b>								
Procurement Card Self-Service	PCSS			UNL			S	LMP
Requisitions Self-Service	SFP			UNL				LMP
Procurement Punchout	EP			UNL				LMP
Vendor Self-Service	SVP			UNL			S	LMP
Electronic Data Interchange (EDI) Professional - for Supply Chain Management	TCS				8		S	LMP
incl.: 1 Server CLEO A+, EDI Comm Server IBM WebSphere Transformation Extender (Third Party-Ow ned) - <b>Restricted Use</b>								
Mobile Supply Chain Management - includes: Par & Cycle Counting and Receiving & Delivery	MSCM			UNL				LMP

Product Description	Sys ID	Max Users			MS	M CPU	SW Code	Maintenance Type
		MUC	MUS	MUN				
<b>Extensions - Internet Technologies</b>								
Lawson Add-ins for Microsoft Office	MOA			UNL				LMP
<b>Extensions - Development Environments</b>								
Design Studio - Production Server	XMLT			UNL	1		S	LMP
Design Studio - Development Server	XMLT			UNL	1		S	LMP
<b>Extensions - Workflow</b>								
ProcessFlow Integrator	PFI				8			LMP
incl.: IBM Websphere Transformation Extender (Third Party-Ow ned)- <b>Restricted Use</b>								
<b>Lawson Business Intelligence - CPU Based (LBICF) no PFP</b>								
Suite Includes:								
Crystal Reports Server XI R2 Embedded Edition	LBICF				8			LMP
Crystal Reports XI (3 users)	CRASC				2			LMP
	CRRC		3					LMP
<b>LEI options</b>								
Crystal Reports Professional - Windows Client Only (Third Party Ow ned)	CRR			10				LMP
<b>Lawson Services Management - Available for Oracle and Sql Server Databases only</b>								
Expense Management - Crystal Runtime (Third Party Ow ned), Oracle or SQL Server Database only	EXP			UNL			S	LMP

Product Description	Sys ID	Max Users			MS	M CPU	SW Code	Maintenance Type	
		MUC	MUS	MUN					MP
<b>Micro Focus NetExpress (Third Party-Ow ned) NOTE: MICRO FOCUS PRODUCTS ARE RESTRICTED TO USE WITH THE PRODUCTS UNDER THE AGREEMENT</b>									
Micro Focus NetExpress Compiler	MNC	1						LMP-RECD	
Micro Focus NetExpress Application Runtime Unlimited	MNXP				1			LMP-RECD	
Serial # of Server:	Operating System Version:							Database Version:	

**SECTION 2.0 - LSF PRODUCT LISTING**

The following Products, Users, Servers or CPU's shall be added under the Agreement as listed below:

Product Description	Sys ID	Max Users			MS	M CPU	SW Code	Maintenance Type
		MUC	MUS	MUN				
Lawson System Foundation Suite	LSF				8		LMP-REQ'D	
Lawson System Foundation: PRODUCTION incl.: Third Party IBM Products - Restricted Use (Product Warranty requires that Specified Customer complete the compulsory training necessary for this Product's use).								

**SECTION 2.0(A) - ADDRESS & PLATFORM TECHNOLOGY - For use with Lawson System Foundation only**

Address At Which Server Portion Of LAWSON SYSTEM FOUNDATION ONLY Products Are Installed:

Server Address	HW	HW Operating	HW Release	Media	Database
		Win2003			

The following Product is to be used in conjunction with one or more of the following products under the Agreement:  
 LAWSON BUSINESS INTELLIGENCE, MOBILE SUPPLY CHAIN MANAGEMENT, LAWSON BUDGETING & PLANNING, E-RECRUITING,  
 SMART OFFICE, S3 WEB SERVICES PACK  
 YES  X  NO

Product Description	Sys ID	Max Users			MS	M CPU	SW Code	Maintenance Type
		MUC	MUS	MUN				
Lawson System Foundation: PRODUCTION 2 incl.: Third Party IBM Products - Restricted Use (Product Warranty requires that Specified Customer complete the compulsory training necessary for this Product's use).	LSF				8		LMP-REQ'D	

**SECTION 2.0(B) - ADDRESS & PLATFORM TECHNOLOGY - For use with Lawson System Foundation only**

Address At Which Server Portion Of LAWSON SYSTEM FOUNDATION ONLY Products Are Installed:

Server Address	HW	HW Operating	HW Release	Media	Database
		Win2003			

Product Description	Sys ID	Max Users						M CPU	SW Code	Maintenance Type
		MUC	MUS	MUN	MP	MS	MP			
Lawson Human Resources Suite										
Human Resources Management	HUM						UNL	UNL	S	LMP
North American Payroll	PAYNA						UNL	UNL	S	LMP
Employee & Manager Self Service	SRPP					UNL	UNL	UNL	S	LMP

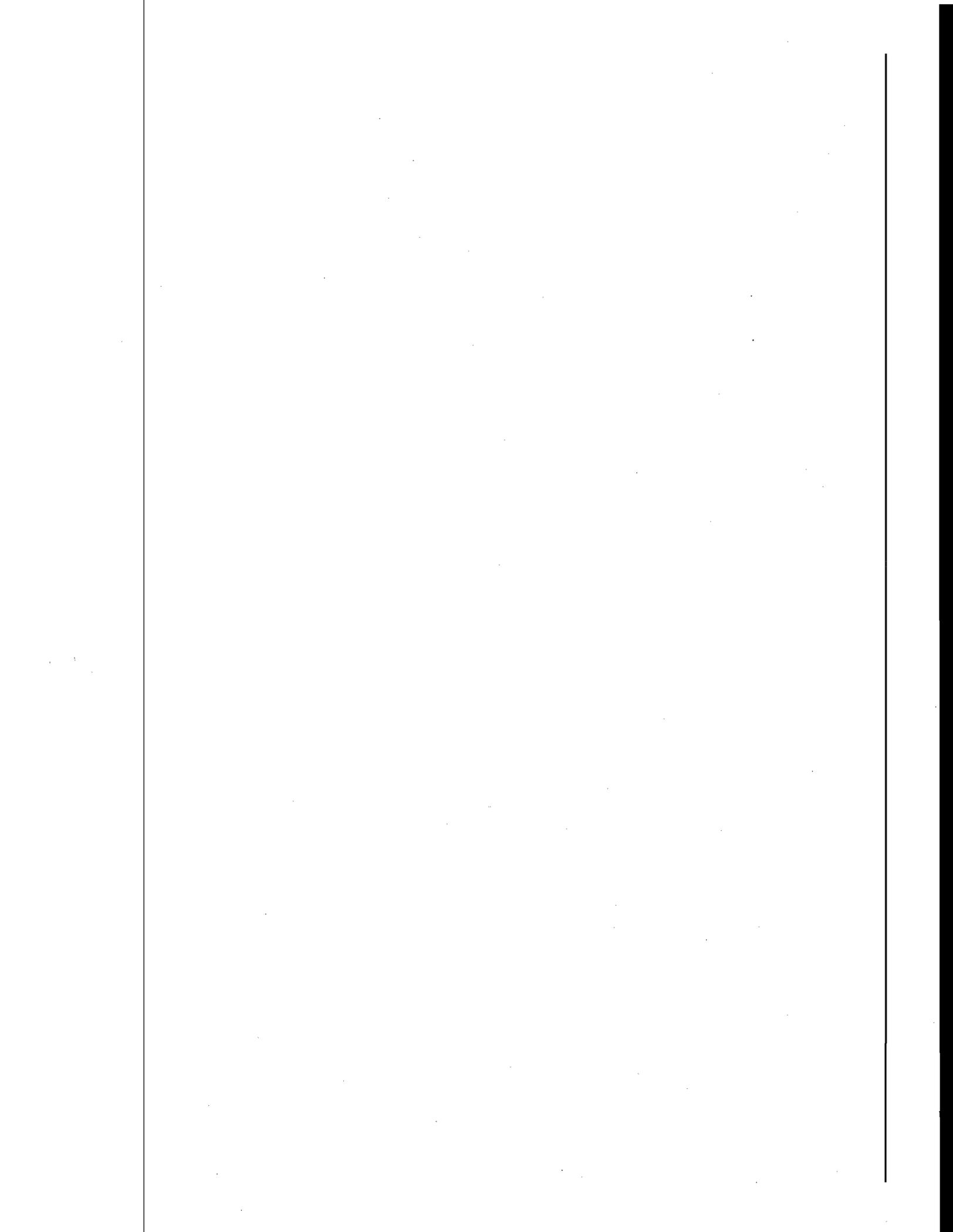


EXHIBIT 1

LAWSON AGREEMENT



**LAWSON SOFTWARE CUSTOMER AGREEMENT  
MASTER TERMS AND CONDITIONS**

<b>Customer Name:</b>	Affiliated Computer Services, Inc.
<b>Address:</b>	2828 N. Haskell Avenue
<b>City:</b>	Dallas, Texas
<b>State/Zip or Province/Postal Code:</b>	75240
<b>Country:</b>	United States

These Lawson Software Customer Agreement Master Terms and Conditions ("Master Terms and Conditions") are entered into by each respective Lawson Group company named below and in each Order Form, and the customer entity named above and in each Order Form. These Master Terms and Conditions are effective as of the latest date signed below after all Parties have signed.

The entire Lawson Software Customer Agreement includes these Master Terms and Conditions, and each Order Form, Statement of Work and other written agreement entered into by Customer and any Lawson Group company at any time and which refers to these Master Terms and Conditions (collectively, the "Agreement").

Lawson must receive an original manually signed Customer signature on these Master Terms and Conditions, unless Lawson elects to accept a copy of these Master Terms and Conditions signed in counterparts and/or delivered by fax, pdf or other means that displays the original or a copy of the signatures. Any subsequent Order Form or Statement of Work may be signed and delivered in the same manner or as described in that Order Form or Statement of Work.

The Agreement contains the complete agreement with Customer concerning any products, software, maintenance or services provided by any Lawson Group company, and supersedes all purchase orders, presentations, demonstrations, requests for proposal and proposals.

**Lawson Software Americas, Inc.**

**Customer: Affiliated Computer Services, Inc.**

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

The following Master Terms and Conditions supplement and govern each Order Form, Statement of Work and other written agreement entered into by Customer and any Lawson Group company at any time:

**1. Definitions.** The following defined terms are in addition to the definitions contained in each applicable Order Form or SOW:

1.1 "Affiliate" shall mean any entity controlling, controlled by or under common control with Customer. The terms "controls," "controlled" or "control" means the ownership of at least 50% of the voting interest in an entity.

1.2 "Agreement" or "Lawson Software Customer Agreement" means these Master Terms and Conditions and each Order Form.

1.3 "Cure Period" means the time after notice from Customer, reasonably required for Lawson to cure a breach under Lawson's then current Maintenance or Services practices.

1.4 "Customer" means the customer entity that has signed these Master Terms and Conditions and each Order Form.

1.5 "Documentation" means all help screens or other electronic or printed material describing the operation of the Software and made available by Lawson or a Third Party Supplier. Documentation excludes all marketing materials, proposals, demonstrations and other promotional information.

1.6 "Escrow Agreement" means the separate escrow agreement, if any, entered into by the escrow agent appointed by Lawson.

1.7 "Initial Maintenance Period" means the initial period of Maintenance specified in an applicable Order Form.

1.8 "Intellectual Property Rights" means all copyrights, patent rights, confidentiality rights, trade secret rights and trademark rights.

1.9 "Lawson" means each respective Lawson Group company that has entered into the Agreement with Customer.

1.10 "Lawson Documentation" means the Documentation for the Lawson Products.

1.11 "Lawson Group" means Lawson Software, Inc. and each of its direct and indirect subsidiaries.

1.12 "Lawson Partner" means each entity that is then currently appointed as a "Lawson Partner" by Lawson Group.

1.13 "Lawson-Maintained Products" means the unmodified Products denoted "LMP" in an Order Form while eligible for Maintenance.

1.14 "Lawson Product" means each Product described in an Order Form, excluding Third Party Products.

1.15 "License" means the rights granted in Section 2.

1.16 "License Term" means perpetual, unless a shorter term is specified in the applicable Order Form or the License is terminated pursuant to the Agreement.

1.17 "Limited Offering" means software, maintenance and/or services that are designated as "LO" in an Order Form.

1.18 "Maintenance" means the level of maintenance and support services described in an Order Form and in the Support Operations Handbook, and purchased by Customer for the Lawson-Maintained Products listed in that Order Form.

1.19 "Maintenance Period" means: (a) the Initial Maintenance Period or (b) any renewal period of Maintenance under Section 4 or under the applicable Order Form.

1.20 "Maintenance Warranty" is defined in Section 6.2.

1.21 "Maximum Use Designations" means the License and user limitation defined and shown in the applicable Order Form.

1.22 "New Products" means new software and documentation that Lawson Group elects to make generally available to customers separate from other products and which contain new application software or technology.

1.23 "Order Form" means a Product Order Form ("POF"), a Services Order Form ("SOF"), Statement of Work ("SOW") or other order form signed by Lawson and Customer and referring to these Master Terms and Conditions.

1.24 "Party" or "Parties" means Lawson and/or Customer.

1.25 "Products" means the Software and Documentation.

1.26 "Product Warranty" is defined in Section 6.1.

1.27 "Release" means the edition of a Lawson-Maintained Product after it has been designated as a release and made generally available by Lawson.

1.28 "Service" means training, implementation, consulting, Service Deliverables, subscription, managed service, hosting or other services provided by Lawson, excluding Maintenance.

1.29 "Service Deliverable" means any tool, training materials or other non-Product item described in an Order Form or Statement of Work for delivery to Customer.

1.30 "Services Warranty" is defined in Section 6.3.

1.31 "Software" means the software code and media described in a POF, and any repairs, replacements, upgrades, updates, enhancements and new Releases provided by Lawson or a Third Party Supplier under applicable Maintenance, and any copies.

1.32 "Statement of Work" or "SOW" means the portion of the Agreement that describes the Services by Lawson and the main responsibilities of the Parties, estimated time schedule for completion of a project, project scope and organization, change order process and other project requirements.

1.33 "Support Operations Handbook" means Lawson's then current document describing the levels of Maintenance available for purchase by Customer under a Product Order Form.

1.34 "Taxes" means any value-added, sales, use, excise, goods and services, withholding taxes, duties or other taxes, interest and penalties that are assessed by a governmental authority because of the Agreement, excluding taxes for which Customer provides Lawson a valid tax exemption certificate.

1.35 "Third Party Supplier" means the owner or supplier of a Third Party Product.

1.36 "Third Party Product" means each Product designated as a "Third Party Product" (or with a similar designation) in a POF.

1.37 "Users" means the natural persons authorized by Customer to use the Products, Services Deliverables and Limited Offerings within the scope of the License, and who each have an ID (profile) and password.

**2. License Granted.** Subject to the Agreement, when a Lawson Group company and Customer sign an Order Form, that Lawson Group company hereby grants to Customer, throughout the License Term, a non-transferable and non-exclusive license to Customer to use and allow its Users to use the respective Products, Service Deliverables and Limited Offerings identified in that Order Form for up to the Maximum Use Designations identified in that Order Form

and only for the internal business of Cook County Bureau of Health and Hospitals ("Cook County") and its wholly owned subsidiaries. A Lawson Group company grants and Customer accepts a perpetual, worldwide, non-exclusive, and non-transferable (except as otherwise set forth in Section 5, of this Agreement) right to use the Software identified on an attached Order Form or other executed schedule or purchase order for the rights of Cook County subject to the rights and restrictions set forth in this Agreement.

### 3. Software and Documentation Copies.

3.1 Users may copy: (a) the Software listed in an Order Form only for backup and archival purposes and (b) the Lawson Documentation and Service Deliverables only for use with the Software. Users may not copy Documentation for Third Party Products unless permitted by the Third Party Supplier.

3.2 Upon prior written request during the Maintenance Period and for a nominal handling charge, which shall not exceed \$800, Lawson will provide Customer additional copies of the Lawson Products listed in an Order Form (subject to the Maximum Use Designations). Such charges shall be set forth in an addendum to this Agreement and shall be executed by the parties.

**4. Modifications and Ownership.** Customer may modify the Lawson Products and Service Deliverables only to the extent permitted under an Order Form or the applicable Documentation. Customer or Lawson Partners may use the Lawson Products to develop and use interfaces for those Products only within the scope of the License. Subject to the License, Lawson and its Third Party Suppliers will continue to own all Intellectual Property Rights for the Products, Services, Service Deliverables and any modifications. Unless authorized by separate agreement, Customer will not modify Third Party Products.

### 5. Compliance.

Customer may not transfer, rent, or re-license the Products or Service Deliverables, or use them to provide outsourcing, service bureau, hosting services or training to third parties. However Customer may transfer, outsource or host the Products or Service Deliverables, issued under an Order Form to Cook County. In the event Customer transfers this Agreement and any of the Products and/or Service Deliverables, issued under an Order Form, to Cook County, Customer shall be relieved of any license and/or other obligations as set forth in this Agreement and Cook County shall become fully liable for being in compliance with the Products and/or Service Deliverables.

5.1 Unless otherwise authorized by Lawson in writing, only Customer, Lawson Group or a Lawson Partner, may install, maintain or host the Products and Service Deliverables.

5.2 Customer may use the Products listed in an Order Form only in accordance with the Documentation and only with the operating system/database shown in that Order Form.

5.3 If an Order Form lists a Product for development and test use only, Customer may use that Product for internal development and testing but not for production (unless Customer has licensed that Product separately for production use).

5.4 Customer may not simultaneously use the same User ID (profile) on more than one computer terminal or access point.

5.5 Customer may allow its employees and contractors to attend Lawson training, but those contractors may use the Lawson training materials only for the benefit of Customer and may not be Lawson competitors.

5.6 Customer shall not export the Products or Service Deliverables from the country of initial delivery by Lawson

without Lawson's prior written authorization and compliance with applicable law.

5.7 Lawson expressly grants Customer and its Client, employees, agents, consultants and subcontractors the right to access the Software remotely from domestic and international locations (where direct sales or export of the Software is not prohibited by the U.S. Government), provided however, that the Software may only be installed on the processor or at the location designated (if any) in this Agreement, a schedule, or other order form, and such access rights shall be pursuant to the terms of this Agreement, including without limitation, the confidentiality and export restrictions herein. Customer shall provide Lawson written notice of any change in location from the initial Product Order Form.

5.8 Upon written notice to Lawson, Customer may relocate the Software to any processor or location that is owned, leased, operated or controlled by Customer (or any Affiliate of Customer) or Client at no additional fee and without any limit on the number of times the Software may be so relocated. However, if Lawson for some reason believes such a relocation may incur additional costs, Lawson will notify Customer and the parties will mutually agree in writing what those costs are and shall be set forth in a platform change addendum. The parties to the Agreement hereby agree and understand that Customer may transfer the licenses to said Software to Cook County. Customer understands and agrees that reasonable upgrade fees may apply in the event that a relocation described above resulted in an increase in the capacity usage of the Software. In the event of such an increase in the capacity usage, Customer will notify Lawson of the model and serial number of the successor CPU and use on the predecessor CPU shall be discontinued once the successor CPU is first used in a production environment.

5.9 Customer is responsible for compliance with the Agreement by each of its Affiliates, Users and contractors including Cook County, its users, employees and contractors.

### 6. Verifications.

6.1 After reasonable notice, Customer will promptly: (a) inform Lawson where the licensed Products are installed and confirm its compliance with the Maximum Use Designations and (b) allow Lawson's representatives to verify that compliance by remote or physical inspection during normal business hours. Customer acknowledges that some Products may allow Lawson to monitor and prohibit unauthorized use.

6.2 If Lawson learns that Customer has exceeded the Maximum Use Designations, and Customer has not previously paid Lawson the applicable additional License fees, the parties will enter into a new Order Form which will outline the number of additional licenses and applicable fees.

### 7. Delivery and Installation.

7.1 Lawson will promptly deliver or make available to Customer one copy of the Products listed in an Order Form. Title to any delivered goods passes at place of shipment (subject to the License), unless prohibited by applicable law.

7.2 Except as otherwise agreed in an Order Form, Customer is responsible at its expense for installation of the Software and Service Deliverables, User training, data conversion, implementation and other services.

### 8. Maintenance and Renewal.

8.1 During the Maintenance Period, Lawson (a) will provide Customer Maintenance for the Lawson-Maintained Products pursuant to Lawson's then current Support Operations Handbook and (b) will not materially degrade its

Maintenance practices. New Products require a separate Order Form and are not provided as a new Release or as part of Maintenance for other Products.

8.2 Customer may elect to purchase from the applicable Third Party Supplier available support for Third Party Products specified in an Order Form or Support Operations Handbook as not maintained by Lawson. Customer is responsible for licensing and paying for additional third party products that may be required for use of upgrades, enhancements or new Releases of the Lawson-Maintained Products.

8.3 Unless otherwise described in an applicable Order Form, Lawson does not maintain or support Service Deliverables or Products modified outside of Maintenance provided by Lawson.

8.4 Before each renewal date of the Maintenance Period, Lawson will provide Customer an invoice for the Maintenance fees for the Lawson-Maintained Products for that renewal period.

8.5 After the Initial Maintenance Period (unless otherwise stated in an Order Form), Maintenance for the Lawson-Maintained Products will automatically renew for successive one year Maintenance Periods so long as Lawson makes that Maintenance available to its customers, unless Customer or Lawson notifies the other Party of non-renewal at least three months before the renewal date. Any maintenance increase shall be made in accordance with an Order Form.

8.6 In the event Customer cancels Maintenance and then wishes to reinstate it, Customer shall pay Lawson the Maintenance fee for the pending Maintenance year, with such Maintenance fees based on the applicable Maintenance fee calculation set forth in this Agreement. If Maintenance has terminated and Customer and Lawson desire to reinstate Maintenance, Lawson will promptly reinstate available Maintenance if Customer pays Lawson: (a) all outstanding invoices, (b) the Maintenance fees for the next Maintenance Period, and (c) a "Reinstatement Fee" equal to 2% of the then current list price for the Lawson-Maintained Products for each month not under Maintenance.

8.7 Lawson shall not discontinue performance of its maintenance services of the Software, as specified in this Agreement, unless Lawson has first given Customer at least twelve (12) months prior written notice of such discontinuance. During each respective Maintenance Period, Lawson will provide Maintenance for:

- a) each Release of a Lawson-Maintained Product for at least 36 months after general availability of that Release ("Mainstream Maintenance"); and
- b) each Release of a Lawson-Maintained Product for at least an additional twenty four (24) months after termination of Mainstream Maintenance ("Extended Maintenance"). Extended Maintenance is subject to an additional Maintenance fee, and may exclude update

8.8 Lawson may consolidate the annual renewal dates for Maintenance Periods under one or more Order Forms.

**9. Services.** Except as otherwise agreed in an applicable Order Form or elsewhere in the Agreement: (a) all Services will be on a time and materials basis at Lawson's then current rates and (b) Customer will reimburse Lawson for reasonable travel and out-of-pocket expenses incurred when rendering on-site Services, Maintenance or other warranty services.

## 10. Warranties.

**10.1 Product Warranty.** At the time of delivery of the Products, Lawson warrants that: (a) the applicable media for those Products will be free of defects, (b) Lawson will have timely used up-to-date, commercially available virus scanning and cleaning, and will not have (based on the results of that scanning and cleaning) delivered Products containing any viruses, time bombs or other undocumented programs which inhibit Product use and (c) those Products will include the functionality described in the Documentation for those Products.

**10.2 Maintenance Warranty.** Subject to the level of Maintenance purchased, Lawson warrants that Maintenance will include: (a) help desk support, (b) corrections to allow the unmodified Lawson-Maintained Products (when properly installed and configured) to operate materially and substantially as described in the Documentation for those Products (by providing a program patch, update, new Release, or instruction for avoiding the error, as determined by Lawson) and (c) updates and new Releases of the same Lawson-Maintained Products when generally made available by Lawson for installation and use by Customer. New Products require a separate Order Form and are not provided as a new Release or as part of Maintenance for other Products.

**10.3 Services Warranty.** Lawson warrants that at the time of Services delivery, the Services will be provided by trained personnel using commercially reasonable efforts.

**10.4 Warranty of Title.** Lawson warrants that it owns or has the right to license to Customer all of the Products licensed under the Agreement (the "Title Warranty"). Customer's exclusive remedies for breach of the Title Warranty are described in Section 16 of the Agreement.

10.5 THE WARRANTIES IN THE AGREEMENT ARE MADE SOLELY BY LAWSON AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Lawson does not warrant that the Products, Services, Service Deliverables or Limited Offerings are free of nonmaterial defects or will meet the specific requirements or needs of Customer's business or of any country or jurisdiction.

## 11. Customer's Remedies.

11.1 Customer's exclusive remedies for Lawson Group's breach of the Product Warranty or Maintenance Warranty are as follows:

- a) Lawson will provide Maintenance (if purchased by Customer) to repair, replace or furnish an upgrade of the Lawson-Maintained Products to enable those Products or upgrade of those Products to comply with the applicable Product Warranty and Maintenance Warranty; and
- b) If Lawson does not comply with Section 6.1(a) within the Cure Period, Customer may terminate Maintenance and recover direct damages for the Lawson-Maintained Products subject to the damage claim, including up to a refund of the fees paid by Customer to Lawson for those Products, subject to Section 13.

11.2 Customer's exclusive remedies for breach of the Services Warranty or Lawson's Service obligations are as follows:

- a) Lawson will re-perform or re-deliver those Services or the applicable Service Deliverables at no additional charge within the Cure Period; and
- b) If Lawson does not complete that re-performance within the Cure Period, Customer may terminate the

Services and recover direct damages, including up to a refund of the fees paid by Customer to Lawson for those Services or Service Deliverables not re-performed and timely cured, subject to Section 13.

## 12. Lawson's Payment Terms and Remedies.

12.1 Upon request, Customer will provide Lawson sufficient financial information to enable Lawson to determine Customer's creditworthiness. Lawson may withhold delivery of any Products or Services pending credit approval by Lawson.

12.2 Unless otherwise stated in the Agreement, an applicable Order Form or invoice, Lawson's invoices are due and payable within 45 days from invoice date Lawson will assess a late payment free equal to the lesser of one and one half percent (1 ½%) of the unpaid, undisputed amount or the highest interest rate allowed by applicable law for each succeeding forty five (45) day period or portion thereof in which fees are not paid in full. The payment terms in the Agreement, an applicable Order Form or Lawson's invoice prevail over any payment terms stated on a purchase order or other document from Customer to place an order, and prevail over Customer's accounts payable policy or practice. All fees and expenses invoiced by Lawson are exclusive of Taxes. Customer is responsible for payment or reimbursement of applicable Taxes.

12.3 Lawson may suspend or terminate Maintenance and/or Services at any time if all Lawson invoices, that are then due and payable, are not paid within 45 days after Lawson informs Customer of non-payment. Lawson may terminate the License, the Agreement or any Order Form if any undisputed invoices are not paid by Customer within 45 days after notice of late payment or if Customer does not cure any other material breach of the Agreement within 90 days after notice of breach.

12.4 Customer will promptly destroy or return to Lawson all Products and Service Deliverables if the License and the Agreement terminate as described in Section 8 (Third Party Products must be returned to Lawson upon termination of the License).

## 13. Termination and Breach.

13.1 Termination for Convenience. With or without cause, Customer may terminate all or a portion of its licenses, or this Agreement in its entirety, upon providing Lawson thirty (30) days' notice, provided, however, that any open orders shall be paid for in full and completed as set forth in an executed Order Form, purchase order, addendum, or amendment according to the other terms and conditions of this Agreement.

13.2 If the non-defaulting party believes a Default has occurred, the non-defaulting party shall notify the other party in writing of same, including a detailed description of the nature and extent of the claimed Default. A "Default" shall mean the failure of a party to perform its obligations under this Agreement other than for reasons related to Force Majeure Events, or failure of a party to cure a claimed default, which is not a Dispute, within the timeframes specified herein. For purposes of this Section, "Force Majeure Events" shall mean Defaults which result from causes beyond the reasonable control of a party.

13.3 Remedy. Upon receipt of notice from the non-defaulting party of a claimed Default:

i) if the party accused of a default disputes that a Default has occurred, then the claimed Default shall be considered a "Dispute" and the Dispute Resolution procedures outlined in Section 14 of this Agreement shall govern resolution of the Dispute; or

ii) if the party accused of a default does not dispute that a Default exists, then the following provisions shall apply: The defaulting party shall have forty-five (45) days following written notice from the non-defaulting party to cure such Default. At the end of such forty-five (45) day period: (a) if the Default is not cured, however, the defaulting party has continuously worked diligently to cure same, then the cure period shall be extended for a continuous period of time until such Default is cured, provided that the defaulting party continues to work diligently and in good faith to resolve the Default, or (b) if the Default is not cured and the defaulting party has not made progress in curing same, then the non-defaulting party may, in its sole discretion, and without prejudice to any other rights or remedies available hereunder or at law, elect to terminate this Agreement upon written notice to the defaulting party specifying the effective date of such termination. Notwithstanding the above, if by the very nature of the Default, the parties agree that the Default cannot be cured, then no cure period shall apply.

## 14. Dispute Resolution.

14.1 General. It is the intent of the parties that all Disputes arising under this Agreement be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the disputed issue. The parties understand and agree that the procedures outlined in this Section are not intended to supplant the routine handling of inquiries and complaints through informal contact of the parties.

14.2 Escalation. Before a party to this Agreement seeks any remedies available at law, the parties shall first follow the escalating procedures set forth below:

- i) The complaining party's representative will notify the other party's representative in writing of the Dispute, and the non-complaining party will exercise good faith efforts to resolve the matter as expeditiously as possible.
- ii). In the event that such matter remains unresolved thirty (30) days after the delivery of the complaining party's written notice, a senior representative of each party shall meet or participate in a telephone conference call within ten (10) business days of a request for such a meeting or conference call by either party to resolve such matter.
- iii). In the event that the meeting or conference call specified in item b. above does not resolve such matter, an Executive Vice President and/or Group President of each party shall meet or participate in a telephone conference call within ten (10) business days of the request for such a meeting or conference call by either party to discuss a mutually satisfactory resolution of such matter.
- iv). If the parties are unable to reach a resolution of the Dispute after following the above procedure, or if either party fails to participate when requested, then the parties may pursue any remedies available at law.

14.3 Cooperation in Good Faith. Lawson represents and warrants that in the event of a good faith fee Dispute or contract re-negotiations (subject to the cure periods in Section 13.3 and 14 above), it will not: (i) terminate, disable, or withhold passwords, or (ii) initiate contact directly, or indirectly, with any ACS Client regarding such fee dispute or contract re-negotiations, or (iii) attempt to terminate this Agreement by reason of default.

14.4 Non-binding Mediation. In the event that despite the parties' efforts to find an amicable resolution to the disagreement or Dispute via the dispute escalation procedures outlined in this Section 14, then either party may

submit the matter for non-binding mediation by written notice to the other party. The site of such mediation shall be the state of Delaware.

14.5 **Option.** Finally, in the event that the disagreement or Dispute is not resolved to the satisfaction of the parties, then either party, upon written notice to the other, may initiate proceedings in accordance with the choice of law provisions outlined in Section 24.3 of this Agreement.

**15. Confidential Information.**

15.1 "Confidential Information" means software code and benchmark tests for the Products and Service Deliverables, Documentation, Limited Offering software, pricing, non-standard Lawson contract terms, User ID (profile) and passwords, Customer financial information, data and all other information reasonably believed to be confidential, but excludes:

- a) information made generally available without restriction by the disclosing Party or by an authorized third party;
- b) information known to the receiving Party independent of disclosures by the disclosing Party;
- c) information independently developed without access to or use of the disclosing Party's Confidential Information; or
- d) information that must be disclosed pursuant to court order. Customer's Confidential Information also excludes any new features or functionality suggested by Customer for the Products or Service Deliverables.

15.2 The Parties will use reasonable efforts to keep each other's Confidential Information secret and will use that information only to fulfill the rights and obligations under the Agreement.

15.3 The Parties will have the right of injunctive relief to maintain compliance with this Section 9 and prevent unauthorized disclosure, use or export of the Products, Service Deliverables, Limited Offerings or other Confidential Information.

15.4 The parties' obligations of confidentiality regarding any Software and accompanying Documentation shall terminate three (3) years after the termination of this Agreement.

**16. Infringement Indemnity.** Lawson will, at its expense, retain legal counsel and defend any suit or claim brought against Customer and will indemnify Customer against any third party damage claims that the Products or Service Deliverables as licensed and delivered by Lawson infringe any third party's Intellectual Property Rights. Lawson may control the defense and settlement. If the Products or Service Deliverables are held or are reasonably believed by Lawson to infringe under this Section 9, Lawson will at its expense and to the extent commercially available, modify or replace the applicable Products or Service Deliverables to be non-infringing and with similar functionality, or obtain permission for Customer to continue using the Products and Service Deliverables under the License. If Lawson determines that the remedies in this Section 16 are not commercially and reasonably possible and a court orders or is reasonably likely to order Lawson to terminate the Agreement to the extent it relates to the infringing Product or Service Deliverable:

- a) Lawson will pay Customer, as Customer's sole and exclusive remedy against Lawson (other than indemnification by Lawson under this Section 16) an amount equal to the License fee paid under the Agreement for the infringing Product and Service Deliverable and any other Product(s) and Service Deliverable(s) that become substantially unusable because of the infringement less the cumulative

depreciation of those Products and Service Deliverables based on a six (6) year straight line depreciation commencing one (1) year after the initial date of the License for those Products and Service Deliverables; and

- b) Customer will cease to use and will return to Lawson such Product(s) and Service Deliverable(s).

Lawson will have no obligations or liability for any claim of infringement based on Customer's use of a superseded or Customer-altered Release of the Products or Service Deliverable to the extent that the obligation or liability would have been avoided by the use of a then current Release of the Products or Service Deliverable which Lawson provides to Customer.

**17. No Hire of Certain Employees.** Customer agrees that until one year after the later of (a) the termination and non-renewal of the Maintenance Period or (b) the completion of Services, Customer will not hire, employ or contract for services with any employee of the Lawson Group who provides Maintenance or Services to any customers. If Customer violates this Section 11, Customer will pay Lawson a fee of two times the hired employee's most recent annual compensation.

**18. Force Majeure.** Neither Party will be in default or liable for any noncompliance from causes beyond the reasonable control of the Party, including, for example, fires, floods, natural disasters, communication failures and other equipment or telecommunication problems.

**19. Limitations of Liability.**

**19.1 In no event will Lawson Group, Third Party Suppliers or Customer be liable for indirect, incidental, punitive, exemplary, special or consequential damages, or damages for loss of profits, revenue or data. Neither Party will seek or apply for such damages.**

**19.2 Except only for indemnification by Lawson for third party claims under Section 9 above or bodily injury or direct damage to real or tangible personal property to the extent caused by Lawson's gross negligence, Lawson Group and its Third Party Suppliers' aggregate and cumulative liability for rescission and/or damages to Customer and its subsidiaries will be, whether in contract or tort, limited to actual direct money damages in an amount not to exceed the aggregate fees paid by Customer to Lawson, excluding fees paid more than one year prior to Customer's initial notice of the claim to Lawson.**

**19.3 The limitations of liability in Section 13 apply to Lawson Group in the aggregate and are not additive among each Lawson Group company.**

**20. Source Code Escrow.** All Products are licensed and delivered in object code only, except for those Products, if any, which are also designated in an Order Form for delivery in source code. During the Maintenance Period, Customer may elect to become a beneficiary under the applicable Escrow Agreement for the licensed Lawson Products delivered in object code only (excluding Third Party Products) by: (1) signing Lawson's acceptance form and (2) paying all escrow fees.

**21. Assignment.** Neither party may assign, delegate or sublicense (by operation of law or otherwise) this Agreement or any rights or obligations hereunder without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that upon written notice to the other party, either party may assign this Agreement, and all its rights and obligations hereunder, to (i) an Affiliate, or (ii) an acquiring entity in the event of a merger,

reorganization, consolidation, or sale of all or substantially all of such party's assets. Notwithstanding the foregoing, with written notice to Lawson, Customer may assign any license provided under this Agreement, in whole or in part, to Cook County. Any attempt to assign this Agreement in contravention of this Section shall be void and of no force and effect.

**22. Publicity.** Upon written consent from the other Party, either Party may publicize Customer's selection of Lawson. Pricing and non-standard Lawson contract terms will remain confidential under Section 9 above.

**23. General.**

**23.1 Notices.** All notices under this Agreement shall be considered delivered the day after such notice was received by the other party via traceable means to the address and the attention of the individual noted below:

Customer:

VP of Software Licensing & Admin, Bldg. 5, Floor 10  
Affiliated Computer Services, Inc.  
2828 N. Haskell  
Dallas, TX 75204

Lawson:

General Counsel  
Lawson Software America's, Inc.  
380 St. Peter Street  
St. Paul, MN 55102

23.2 The Agreement may be amended only in writing signed by the Parties, except that Lawson may upon notice to Customer and without Customer's signature, amend an Order Form to correct errors without increasing the License fees or Services rates.

23.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof. In the event that the Uniform Computer Information Transactions Act ("UCITA") or any form thereof is enacted as law in any state with jurisdiction over this Agreement, the parties agree to exclude the application of UCITA or any form thereof to any dispute arising out of and/or in connection with this Agreement.

23.4 Lawson and Customer each waive right to a trial by jury. No litigation or other legal action may be brought if the injured Party has known of the cause of action for more than 2 years. Each Party will pay (without reimbursement) its own legal fees and expenses incurred in any dispute.

23.5 Sections 1, 10.5, 11, 12, 15 through 21, and 23, and the provisions concerning protection of Intellectual Property Rights, will survive any termination or expiration of the Agreement.

*[End of Master Terms and Conditions]*

EXHIBIT 2  
NOVATION AGREEMENT

**DATED**

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**NOVATION AGREEMENT**

**AND FIRST AMENDMENT TO**

**LAWSON SOFTWARE CUSTOMER AGREEMENT**

between

**ACS CONSULTANT COMPANY COMPANY, INC, dba ACS HEALTHCARE SOLUTIONS**  
and

**LAWSON SOFTWARE AMERICAS, INC.**

and

**COOK COUNTY HEALTH AND HOSPITALS SYSTEM**

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**THIS AGREEMENT is dated** \_\_\_\_\_

**PARTIES**

- (1) ACS Consultant Company, dba ACS Healthcare Solutions, incorporated and registered in the State of Michigan, whose registered office is at 5225 Auto Club Drive, Dearborn, Michigan 48126 (“**ACS HCS**”).
- (2) COOK COUNTY HEALTH AND HOSPITALS SYSTEM, of the County of Cook, State of Illinois which comprises a comprehensive, integrated system of healthcare through seven operating units: the John H. Stroger, Jr. Hospital of Cook County; Provident Hospital of Cook County; Oak Forest Hospital of Cook County; the Ambulatory and Community Health Network; Cermak Health Services of Cook County; the Ruth M. Rothstein CORE Center; and the Cook County Department of Public Health (“**CCHHS**”).
- (3) Lawson Software Americas, Inc., incorporated and registered in the state of Delaware whose registered office is at 380 St. Peter Street, St. Paul, MN 55102 (“**Lawson**”).

**BACKGROUND**

This Novation Agreement and First Amendment amends the Lawson Customer Software Agreement dated \_\_\_\_\_ (the “**Lawson Agreement**”) between the ACS HCS and Lawson, pursuant to which Lawson provides certain software licenses to ACS HCS for the benefit of CCHHS (the “**Lawson Software**”), in furtherance of ACS HCS’ performance of the Contract for Enterprise Resource Planning (ERP) Implementation and Hosting Services (“**ERP Agreement**”) between ACS HCS and CCHHS, effective \_\_\_\_\_, pursuant to which ACS HCS provides the Lawson Software and certain services to CCHHS as specified therein.

ACS HCS desires to be released and discharged from the Lawson Agreement terms and conditions for the benefit of CCHHS as from \_\_\_\_\_ (the “**Novation Effective Date**”) and Lawson has agreed to release and discharge the ACS HCS from the Novation Effective Date upon the terms of CCHHS undertaking to perform the Lawson Agreement and be bound by the terms of the Lawson Agreement in place of ACS HCS.

**AGREED TERMS**

**1. NOVATION OF THE LAWSON AGREEMENT**

In consideration of the agreements, assumptions and releases hereinafter contained, it is agreed that from and after the Novation Effective Date, all the rights, title and interests of ACS HCS under the Lawson Agreement as of the Novation Effective Date will be novated to CCHHS, and all the obligations, liabilities and duties of ACS HCS under or arising in connection with the Lawson Agreement as of the Novation Effective Date will be assumed by CCHHS. Unless the ERP Agreement is terminated prior to the end of the Initial Term, ACS HCS shall continue to be the service provider for maintenance of the Lawson Software for the duration of the Initial Term of the ERP Agreement.

2. **CCHHS's OBLIGATIONS**

As from the Novation Effective Date, CCHHS undertakes to each of ACS HCS and Lawson to perform the Lawson Agreement and be bound by its terms in every way as if CCHHS had been a party to it in place of ACS HCS.

3. **LAWSON's OBLIGATIONS**

As from the Novation Effective Date, Lawson undertakes to CCHHS to perform the Lawson Agreement and be bound by its terms in every way as if CCHHS had been a party to it in place of the ACS HCS.

4. **RELEASE**

4.1 ACS HCS and Lawson hereby mutually release each other from their obligations under the Lawson Agreement as from the Novation Effective Date, except as provided in clause 5 below, provided however, ACS HCS shall remain liable for any breach of the Lawson Agreement that occur prior to the Novation Effective Date.

4.2 Lawson releases and discharges ACS HCS from all future claims and demands whatsoever in respect of the Lawson Software and accepts the liability of CCHHS under the Lawson Agreement from the Novation Effective Date.

5. **PRE-EXISTING CLAIMS**

Nothing in this Novation Agreement and First Amendment shall affect or prejudice any claim or demand whatsoever which either ACS HCS or Lawson may have against the other relating to matters arising prior to the Novation Effective Date.

6. **GOVERNING LAW AND JURISDICTION**

6.1 This Novation Agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with Illinois law.

6.2 The parties irrevocably agree that the courts of Illinois have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Novation Agreement.

7. **NOTICE**

Section 23.1 of the Lawson Agreement is hereby amended by replacing the ACS HCS' address for notice purposes to the following:

If to CCHHS:



For and on behalf of CCHHS

[TITLE]

This instrument was acknowledged before me on \_\_\_\_\_  
Date

By: \_\_\_\_\_

\_\_\_\_\_  
Name of Person

\_\_\_\_\_  
Signature of Notary Public

Signed by:

For and on behalf of Lawson

\_\_\_\_\_  
[TITLE]

This instrument was acknowledged before me on \_\_\_\_\_  
Date

By: \_\_\_\_\_

\_\_\_\_\_  
Name of Person

\_\_\_\_\_  
Signature of Notary Public

## ATTACHMENT C – SCOPE OF SERVICES

### ERP HOSTING

#### **Definitions.**

**"Application"** shall mean the Lawson modules set forth in Attachment B to be procured and maintained by Contractor.

**"At Risk Amount"** shall mean for any month during the Term, five percent (5%) of the Monthly Charges, which is the maximum amount that Contractor will have at risk on a monthly basis for Service Level Credits, as shall be set forth in **Exhibit 2** (Service Levels Matrix).

**"Availability"** means the Uptime expressed as a percentage of the Scheduled Uptime for a particular System, Application or other Service component (*i.e.*, Availability % = ((Up-time)/(Scheduled Uptime)) x 100%).

**"Business Day"** means a weekday, Monday through Friday.

**"Critical Performance Indicator"** or **"CPI"** means those Service Level measurements which are critical to CCHHS' business.

**"Downtime"** means the aggregate number of minutes during Scheduled Uptime that the full material functionality of a particular System, Application or other Service component is not available for use by CCHHS or is degraded in any material respect. For purposes of calculating Uptime and Availability, Downtime shall not include any period of Scheduled Downtime, any period of Downtime caused by a failure that occurs on the CCHHS side of the demarcation point, nor shall Downtime include failure of a redundant component that does not materially degrade functionality.

**"ERP Hosting Services"** is defined in Section 1.1 of this **Attachment C**.

**"Implementation Timeframe"** means the time period specified in **Exhibit 2 to Attachment C** (Service Levels Matrix) for implementation of a particular Critical Performance Indicator.

**"Measurement Window"** means the time interval during which a Service Level shall be measured. The Measurement Window shall be a calendar month, unless otherwise noted herein or agreed by the Parties.

**"Network"** means the network circuits, equipment and services that interconnect the Contractor and CCHHS demarcation points to provide connectivity for the ERP Hosting Services.

**"Percent Allocation"** means, for a particular Service Level, the portion of the Pool Percentage Available for Allocation allocated to that Service Level and used to calculate the Service Level Credit payable to CCHHS in the event of a Service Level Failure, as shall be set forth in **Exhibit 2 to Attachment C** (Service Levels Matrix) or otherwise established in accordance with this Service Statement. In no event shall the Percent Allocation for a particular Service Level be greater than five percent (5%).

**"Pool Percentage Available for Allocation"** means the total amount that may be allocated for Service Level Credits among the Service Levels. The Pool Percentage Available for Allocation will be one hundred percent (100%) of the At Risk Amount.

**"Scheduled Downtime"** means the aggregate number of minutes of scheduled Downtime during any Measurement Window required to perform system maintenance (for example, preventive maintenance, system upgrades, testing, etc.) on each System, provided that such time has been mutually agreed between the Parties and is scheduled so as to minimize the impact to CCHHS' business and provided further that if the actual Scheduled Downtime during the allocated Scheduled Downtime agreed to by the Parties is less than the full amount of Scheduled Downtime agreed to by the Parties, then the unused amount of Scheduled Downtime shall not be deducted from the amount of Scheduled Uptime.

**"Scheduled Uptime"** means all hours and minutes occurring during the applicable Measurement Window, excluding hours and minutes of Scheduled Downtime and Downtime.

**"Service Credits"** means the credits provided by Contractor based on a failure to meet a Service Level.

**"Service Level Failure"** means the failure to achieve a Service Level.

**"Service Levels"** means the performance factor being measured for each Service Level set forth in Exhibit 2 below.

**"System"** shall mean hardware (including servers and storage devices), operating system software, third party software, and Application software, excluding components that fall within Network.

**"System Outage"** (a) A valid System Outage begins at the earlier of: (i) the time at which the CCHHS help desk assigns a ticket to the Contractor situation management coordinator; (ii) an established, automated mechanism that is capable of reporting System or Service failures (including, but not limited to, inherent operating system or software logging facilities, enterprise management systems, or proactive system-monitoring applications) records an event that is indicative of a System or Service failure; or (iii) the staff managing the System or Service observes or otherwise determines that the System or Service has failed. (b) A valid System Outage ends when Contractor has restored System or Service (or implemented a workaround suitable to the CIO) to operational levels sufficient to reasonably support the affected business functionality.

**"Uptime"** means the aggregate number of minutes during Scheduled Uptime that the full material functionality of a particular System, Application or other Service component is operational and available for use by CCHHS. Uptime will be calculated by subtracting Downtime from Scheduled Uptime.

## **1. Services Description**

### **1.1 Overview**

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ERP Hosting Services comprise the management and operation of: (a) Application hardware and other equipment located at the CONTRACTOR data center, physical facility (CONTRACTOR' data center), the hosting of the Applications to provide the Services in accordance with the Service Levels, and will include the functions and responsibilities referenced in Section 1.2 below; and (b) additional elements of Services which may be added pursuant to the Change Control Procedures.

ERP Hosting Services will be provided by CONTRACTOR remotely from a CONTRACTOR-owned data processing center located within the United States, all in accordance with the terms of the Part II General Conditions, and this **Attachment C**.

## **1.2 Major Functions**

With respect to ERP Hosting Services, the following comprise the major IT functions for which CONTRACTOR shall be responsible as they relate to the Services. Further details of these functions are set forth in the Responsibility Matrix in **Section 2** below. CONTRACTOR will:

- a. Provide and maintain a physical-processing environment for the operation of Application computing hardware and operating system software (as set forth in Exhibit 3 "CCHHS Lawson Architecture") at an ACS data center facility to support the implementation, testing, training, and post go-live use of the Applications;
- b. Provide hosting hardware management, warranty management and support;
- c. Provide support for Applications, including supporting test, development, training and education, disaster recovery and production environments as required or where appropriate;
- d. Provide database administration services;
- e. Provide console system management functions to monitor, report and operate data center systems;
- f. Execute backup and restore procedures as required;
- g. Provide production control and batch job schedule management;
- h. Provide media management, media storage, capacity planning and reporting for media and processing environments;
- i. Perform physical database and disk space administration;
- j. Provide and support test and quality control;
- k. Provide and maintain virus protection software on in-scope servers;
- l. Provide hardware and Application inventory management and reporting;
- m. Perform Application release and licensing management; and
- n. Perform security administration.

**1.3 Activities**

The following describe the principal activities through which CONTRACTOR's responsibilities respecting ERP Hosting Services will be executed. CONTRACTOR will:

The following describe the principal activities through which CONTRACTOR's responsibilities respecting ERP Hosting Services will be executed. CONTRACTOR will:

- a. Acquire hosting equipment;
- b. Provide Services for test, development, training and education, disaster recovery and production environments;
- c. Maintain operating system Software at release levels as agreed by CCHHS and CONTRACTOR;
- d. Support CCHHS required IMACDs for supported servers and attached devices within the CONTRACTOR data center.

**Excluded Functions:**

The activities designated as "Perform" for CCHHS referenced in **Section 2** below are expressly excluded from CONTRACTOR's responsibilities.

**2. Responsibility Matrix**

The Responsibility Matrix indicates which Party is responsible for the identified activity or task. In instances where there are designations in both columns, this indicates a combined effort between the Parties.

**RESPONSIBILITY MATRIX**

<b>Perform</b>	Responsibility for performing the element, including obtaining approval and requesting assistance as necessary
<b>Approve</b>	Responsible for providing sign-off within reasonable boundaries for the element
<b>Assist</b>	Responsible for providing information, insight, access, and other reasonable supporting functions of the element.
<b>Propose</b>	Responsible for proposing an element.

		Responsible Party	
		CONTRACTOR	CCHHS
<b>ERP Hosting Services</b>			
<b>Facilities</b>			
1.	Provide environment control (air conditioning, humidity and pressure, fire	Perform	

		Responsible Party	
ERP Hosting Services		CONTRACTOR	CCHHS
	prevention, alarm systems, uninterruptible power supply, access control infrastructure and housekeeping activities) for the Applications and System.		
2.	Adhere to defined security and safety requirements.	Perform	
3.	Provide 24X7 hour access to authorized employees.	Perform	Perform
Installations and Changes			
4.	Schedule and perform installations and changes.	Perform	Approve
5.	Backup and restore data for the Applications if necessary.	Perform	
6.	Conduct performance and functional testing on Application hardware and Applications.	Perform	
7.	De-install and remove displaced hardware as required.	Perform	
8.	Coordinate the update of the asset management system.	Perform	
Hardware and Software			
9.	Provide hardware and software for communications link between the CONTRACTOR data center and demarcation at CCHHS	Perform	
10.	Provide any additional network requirements at CCHHS to facilitate circuits and connectivity into the CCHHS network beyond the demarcation at CCHHS		Perform
11.	Performance the required application administration.	Perform	
Server and Network Management			
12.	Provide support for ERP environment in scope for the Application environment.	Perform	
13.	Provide and implement monitoring processes and/or tools.	Perform	
14.	Provide print queue management, monitor print queues, change print job priorities, start and stop printers as required for the Applications.	Perform	Perform
15.	Provide ERP problem resolution.	Perform	
Warranty/Maintenance Management			
16.	Resolve or coordinate with third-party vendors to resolve Application hardware problems.	Perform	
17.	Update help desk tickets received by the ACS situation management coordinator from the CCHHS help desk to reflect successful problem resolution or completion of requested maintenance	Perform	

		Responsible Party	
ERP Hosting Services		CONTRACTOR	CCHHS
<b>Database Administration</b>			
18.	Install, test and maintain changes to the database management systems per Application requirements.	Perform	
19.	Create and run scripts for maintenance of tables, indexes, views and table space, subject to system limitations.	Perform	
20.	Manage table allocation and space utilization.	Perform	
21.	Perform database security control.	Perform	Assist
22.	Monitor database for integrity violations.	Perform	
23.	Perform database monitoring and performance tuning.	Perform	
24.	Create, maintain and provide documentation and reports on current configurations.	Perform	
25.	Review and approve changes to the logical data model.	Perform	Approve
<b>Monitoring</b>			
26.	Manage existing monitoring processes and tools.	Perform	
27.	Monitor and report the status and performance of the Application server environment.	Perform	
28.	Perform proactive fault detection and diagnostic procedures.	Perform	
29.	Perform system performance tuning.	Perform	
30.	Prepare an annual capacity-planning document.	Perform	
<b>Backup and Restores</b>			
41.	Provide data purge and archiving requirements.	Perform	Approve
42.	Develop and maintain a data retention policy (CONTRACTOR & CCHHS).	Perform	Approve
43.	Implement and document technical backup, recovery and retention strategy.	Perform	
44.	Perform backups as scheduled.	Perform	
45.	Perform ad-hoc backups as requested.	Perform	
46.	Maintain logs of all backups and restores performed.	Perform	
47.	Perform data restore / data recovery as required.	Perform	
<b>Production Control and Job Scheduling</b>			
48.	Provide job scheduling requirements.		Perform
49.	Develop, document, maintain, implement and monitor job schedule.	Perform	

ERP Hosting Services		Responsible Party	
		CONTRACTOR	CCHHS
50.	Document and report any job execution failures.	Perform	
51.	Resolve all problems regarding job execution in accordance with the problem management procedures.	Perform	
52.	Provide process for job schedule change requests.	Perform	
53.	Request schedule modification.	Propose	Approve
54.	Resolve scheduling conflicts.	Perform	Assist
<b>Storage Management</b>			
55.	Mount, dismount, initialize and manage storage media as required.	Perform	
56.	Monitor and control storage performance and resolve exceptions and alerts.	Perform	
57.	Determine file and volume placement to optimize performance.	Perform	
58.	Provide reporting on storage usage and performance.	Perform	
59.	Initiate requests for storage resource increases and decreases, subject to Change Control Procedures.	Perform	Approve
60.	Perform data migration management.	Perform	
<b>Tape (or alternative media) Operation</b>			
61.	Respond to all tape (or alternative media) mount requests.	Perform	
62.	Maintain integrity of tape (or alternative media) library system.	Perform	
63.	Maintain backup and restore compatibility matrix encompassing operating system version, database version and Application software version.	Perform	
64.	Monitor tape (or alternative media) hardware for problems and malfunctions.	Perform	
65.	Support transient tape (or alternative media) requirements.	Perform	
66.	Coordinate off-site storage activities.	Perform	
<b>Print and Distribution</b>			
67.	Provide technical support to assist CCHHS in meeting print requirements.	Perform	
68.	Define print and distribution requirements.	Propose	Approve
69.	Document and maintain distribution schedules and requirements.	Perform	
70.	Distribute reports as scheduled.		Perform
71.	Define and create print forms as requested.	Assist	Perform
72.	Approve print forms.		Perform

		Responsible Party	
ERP Hosting Services		CONTRACTOR	CCHHS
Test and Quality Control			
73.	Develop and maintain configurations for test and quality control environment.	Perform	
System Software Licensing and Release Management			
74.	Perform all system administration activities.	Perform	
75.	Manage and monitor existing system software tools.	Perform	
76.	Record all software products serial numbers, release levels and number of copies of each software product.	Perform	
77.	Distribute licensing information upon request.	Perform	
Hardware Support			
78.	Provide hardware maintenance support for ERP processor.	Perform	
79.	Install, configure and maintain hardware.	Perform	
80.	Schedule and coordinate hardware maintenance in accordance with the hardware manufacturer maintenance procedures.	Perform	
81.	Track and log all hardware maintenance activities.	Perform	
Problem Management			
82.	Log problems for calls received from CCHHS regarding Applications.	Perform	
83.	Perform problem management functions for the ERP processor and communication issues regarding Applications.	Perform	
84.	Forward CCHHS problems that cannot be resolved according to agreed upon procedures.	Perform	Assist
85.	Maintain current status on open problems.	Perform	
86.	Provide status and updates on problems at CCHHS' request or according to severity guidelines.	Perform	
87.	Report on problems within established timeframes.	Perform	
88.	Perform root cause analysis.	Perform	
89.	Participate in root cause analysis, if needed.		Perform
90.	Produce root cause analysis report.	Perform	
91.	Approve or escalate root cause analysis recommendations.	Perform	Assist Approve
92.	Implement root cause analysis recommendations.	Perform	

ERP Hosting Services		Responsible Party	
		CONTRACTOR	CCHHS
93.	Prepare, produce and provide trend analysis report.	Perform	
94.	Review trend analysis report.		Perform
<b>Security Administration</b>			
95.	Define security requirements.	Propose	Assist
96.	Develop security plan and standards.	Perform	Assist Approve
97.	Implement security plan.	Perform	Assist
98.	Administer security databases (i.e. user authorization files, profile adds/changes/deletes, database security ids, forms, etc.).	Perform	Approve
99.	Report security incidents.	Perform	
100.	Approve security requests (adds, changes and deletions).		Perform
101.	Implement security requests (adds, changes and deletions).	Perform	Assist
<b>Disaster Recovery</b>			
102.	Maintain the Disaster Recovery Plan as it relates to the Applications.	Perform	Perform
103.	Propose changes to the Disaster Recovery Plan.	Perform	Assist Approve
104.	Provide adequate capacity for disaster recovery in accordance with the Disaster Recovery Plan.	Perform	
105.	Create disaster recovery media.	Perform	
106.	Maintain disaster recovery media offsite.	Perform	
107.	Perform and coordinate disaster recovery testing.	Perform	
108.	Participate and assist in the disaster recovery testing.	Perform	Perform
109.	Perform disaster recovery test analysis and resolve any causes of failures and re-test as required.	Perform	Assist
110.	Report disaster recovery test results to CCHHS.	Perform	
111.	Declare disaster.	Perform	Perform
112.	In the event of a disaster, execute Disaster Recovery Plan.	Perform	Assist
<b>Network Monitoring</b>			
113.	Provide and implement monitoring processes and/or tools.	Perform	
114.	Use automated system software tools and/or procedures to proactively monitor, manage and report on Network performance.	Perform	

ERP Hosting Services		Responsible Party	
		CONTRACTOR	CCHHS
115.	Measure and analyze Network availability and performance.	Perform	
116.	Perform proactive fault detection and diagnostic procedures.	Perform	
117.	Manage and support firewalls.	Perform	
118.	Manage and support VPN concentration.	Perform	

**2. Charges.**

**2.1 Base Fees.** The Base Fee and payment terms for **Attachment C** are set forth in **Attachment D** (Pricing) to the Contract.

**2.2 Charges Pursuant to Change Control Documents.** If either CCHHS or Contractor proposes a change in or addition to the Services pursuant to the Change Control Procedures, then to the extent the proposed change or addition can be accommodated within the existing level of resources then being used by Contractor to provide the Services and without degradation to existing Service Levels (unless otherwise agreed by the Parties in writing), the Base Fee (or any adjusted Base Fee) under **Attachment C** will not be increased. Any other proposed change or addition shall be handled according to Part II General Conditions and shall be subject to Change Control Procedures specified therein.

**2.3 Third Party Costs:** CCHHS shall be responsible for obtaining, and for all costs and fees imposed by third-party licensors for, third-party consents that are necessary for the use of the Applications to be hosted CONTRACTOR and the cost of any additional or future third party consents shall be subject to the Change Control Procedures.

**2.4** CONTRACTOR shall provide all connectivity and secured data telecommunications equipment, services, and bandwidth necessary to connect CONTRACTOR Facilities with CCHHS. CONTRACTOR shall provide and be financially responsible for: (a) the network connections between CONTRACTOR facilities and the demarcation at CCHHS; and (b) all long distance calls made by CONTRACTOR in connection with providing the Services. All other telecommunications technology and operations costs (including but not limited to equipment, software, services, and carrier charges) are the responsibility of CCHHS.

**Exhibit 1 To WORK ATTACHMENT C**  
**SERVICE LEVELS AND SERVICE CREDITS**

**1.0 General.**

- 1.1 Contractor will perform the Services at or above the Service Levels specified in **Exhibit 2 to Attachment C** ("Service Level Matrix") upon the conclusion of the applicable Implementation Timeframe.
- 1.2 New Performance Categories and/or Service Levels may be added or substituted by CCHHS as specified in this **Exhibit 1 to Attachment C** during the Term in order to achieve a fair, accurate and consistent measurement of Contractor performance of the Services.

**2.0 Performance Indicator Structure.**

- 2.1 **CPI:** Critical Performance Indicators will be identified to measure the quality of the performance of those aspects of the Services. Each CPI will have a level of performance that CONTRACTOR is expected to regularly meet on an ongoing basis (a "Critical Target Service Level").
- 2.2 **Exhibit 2 to Attachment C** sets forth the Service Level Matrix which includes all CPIs and includes the level of performance for each.

**3.0 Service Levels.**

- 3.1 **Service Level.** For each Critical Performance Indicator, a Service Level will be defined. Failure to meet the Service Level for a CPI may result in Service Level Credits being issued. If a Service Level has not been defined for a given Critical Performance Indicator, then the Service Level shall be designated as "Not Applicable". The Service Level defines the quality of service CONTRACTOR must meet in delivering Services for the given Performance Indicator during the Term. As long as CONTRACTOR meets or exceeds the requirements of the Service Level for a particular service measured by a Critical Performance Indicator, CONTRACTOR shall not be required to issue any Service Level Credits for such Service Level.

**4.0 Commencement of Obligations.**

The obligations set forth herein for each CPI will commence at the end of each applicable Implementation Timeframe as specified in **Exhibit 2 to Attachment C**.

**5.0 Implementation of New CPIs.**

The following provisions apply to new CPIs:

- 5.1 The Implementation Timeframe is the amount of time between the go-live at site 1 and the first day on which CONTRACTOR will be liable for meeting the Service Le-

vels. During the Implementation Timeframe, CONTRACTOR will not be liable for Service Level Credits as a result of failure to meet any Service Level.

5.2 During the Implementation Timeframe, CONTRACTOR will, with CCHHS' approval, install tools and/or methodologies required to measure the Service Levels. Installation of any such tools and/or methodologies shall be included in the Annual Charges. Both parties agree that the Service Levels may be adjusted prior to the end of the Implementation Timeframe subject to the mutual agreement of the parties, taking into account measurements taken by either CCHHS or CONTRACTOR during the Implementation Timeframe.

5.3 At the end of the Implementation Timeframe, the Parties will assess the variation between a given Service Level and the actual service measured during the Implementation Timeframe. In the event there is a difference between the stated service levels and actual performance at the end of the Implementation Timeframe, CONTRACTOR shall recommend corrective action and both parties agree to determine the best course of action to remedy the difference. Appropriate remedies may include but are not limited to: changing the standard to a level more indicative of measured performance or altering the environment to ensure the desired service level can be reasonably attained.

## 6.0 Service Level Credits.

If CONTRACTOR fails to meet a Service Level, CONTRACTOR shall provide CCHHS with Service Level Credits as provided below:

6.1 **Exhibit 2 to Attachment C** sets forth the information required to calculate the Service Level Credit that CONTRACTOR will pay to CCHHS (or apply against Monthly Charges) in the event of a Service Level Failure. For each Service Level Failure, the CONTRACTOR shall pay to CCHHS a Service Level Credit that will be computed in accordance with the following formula:

$$\text{Service Level Credit} = A \times B \times C$$

### Where:

**A** = The Allocation of Pool Percentage specified for the Performance Category in which the Service Level Failure occurred.

**B** = The Service Level Credit Allocation Percentage for which the Service Level Failure occurred.

**C** = At Risk Amount

For example, assume that CONTRACTOR fails to meet a Service Level, CONTRACTOR' Charges for the month in which the Service Level Failure occurred were \$100,000 and the At Risk Amount was 30 percent of these Charges.

Additionally, assume that the Allocation of Pool Percentage for the Performance Category of such Critical Minimum Service Level is 50 percent and that its Service Level Credit Allocation Percentage is 40 percent. The Service Level Credit due to CCHHS for such Service Level Failure would be computed as follows:

**A** = 50 percent (the Allocation of Pool Percentage) multiplied by

**B** = 40 percent (the Service Level Credit Allocation Percentage) multiplied by

**C** = \$30,000 (30 percent) of \$100,000, CONTRACTOR' Monthly Charges for the month during which the Service Level Failure occurred).

= \$6,000 (the amount of the Service Level Credit)

**6.2** If more than one Service Level Failure occurs in a single month, the sum of the corresponding Service Level Credits shall be credited to CCHHS.

**6.3** In no event shall the amount of Service Level Credits credited to CCHHS with respect to all Service Level Failures occurring in a single month exceed, in total, the At Risk Amount.

**6.4** CONTRACTOR shall notify CCHHS in writing if CCHHS becomes entitled to a Service Level Credit, which notice shall be included in the standard monthly reporting for Critical Performance Indicators as described in **Section 7.0**.

**6.5** The total amount of Service Level Credits that the CONTRACTOR will be obligated to pay to CCHHS, with respect to Service Level Failures occurring each month shall be reflected on the invoice for the month during which the Service Level Failures) giving rise to such Credit(s) occurred. For example, the amount of Service Level Credits payable with respect to Service Level Failures occurring in August shall be set forth in the invoice for the August Monthly Charges.

## **7.0 Measurement and Reporting.**

**7.1** The reported value for each Critical Performance Indicator being measured shall be an average value based on CONTRACTOR' performance during the Measurement Window.

**7.2** CONTRACTOR shall provide to CCHHS, as part of CONTRACTOR' monthly performance reports, a set of hard- and soft-copy reports to verify the CONTRACTOR' performance and compliance with the Critical Performance Indicators by the fifth (5<sup>th</sup>) Business Day of the month.

**7.3** CONTRACTOR shall provide supporting information for each report to CCHHS in machine-readable form suitable for use on a personal computer. CCHHS may access such data and supporting information online and in real-time, where feasible, at any time during the Term. CONTRACTOR will provide CCHHS access to Service Level summary data in addition to providing CCHHS any software licenses or tools necessary to access the Service Level performance data.

## **8.0 Additions and Deletions of Performance Categories.**

CCHHS may add or delete Performance Categories by sending written notice as described in **Section 10.0**. Such change notice shall include changes necessary to accommodate the addition of new Performance Categories or deletion of Performance Categories. In no event may (a) the sum of the Allocations of Pool Percentage for all the Performance Categories exceed the Pool Percentage Available for Allocation, or (b) the sum of the Service Level Credit Allocation Percentages for all Service Levels within a Performance Category exceed one hundred percent (100%).

## **9.0 Additions and Deletions of Service Levels**

CCHHS may add, delete or modify Service Levels as follows by sending written notice in accordance with **Section 10.0**:

### **9.1 Additions**

CCHHS may add Service Levels in accordance with this **Section 9.1** and by providing written notice in accordance with **Section 10.0**. Service Level commitments associated with added Service Levels will be computed as follows:

#### **9.1.1**

Where at least twelve (12) consecutive months of the CONTRACTOR-provided service measurements exist for a particular Service that is being provided by the CONTRACTOR, the Parties agree that the Service Level shall be defined as the average of such service measurements for the twelve-month Measurement Window *[Note -- certain Service Levels may not be measured against an objective of one hundred percent (100%), for example, Time (days, hours, etc.), defects, etc. where zero (0) hours/days and zero percent (0%), respectively, are the appropriate objectives. In such cases the calculation description in this Section will be modified as appropriate to reflect these objectives. For example, if the Service Level involved defects in lines of code where zero percent (0%) is the objective, references in the calculation description in this Section 9.0 to "lowest" would be changed to "highest" and "highest" would be changed to "lowest" and reference to "one hundred percent (100%)" would be changed to "zero percent (0%)"]*, or

#### **9.1.2**

Where no current measurement exists for a particular Service Level that is to be added, the Parties shall attempt in good faith to agree on a Service Level commitment using industry standard measures or third party advisory services (for example, Gartner Group, Yankee Group, etc.), or

**9.1.3** Where less than twelve (12) months or no measurements exist for a particular Service Level that is to be added, and the Parties fail to agree on a Service Level commitment using industry standard measures as described in Section 9.1.2 above, the Parties shall do the following:

**9.1.3.1** CONTRACTOR shall begin providing monthly measurements within ninety (90) days after the CONTRACTOR' receipt of CCHHS' written request and subject to agreement on such measurements in accordance with the Change Control procedures.

**9.1.3.2** After twelve (12) or more actual service level attainments have been measured (or should have been measured per Section 9.1.3.1 above and if not so measured; constructed as described in Section 9.1.3.2.1 below), CCHHS may at any time in writing request that Section 9.1.2 above be used to establish the Service Level commitments.

**9.1.3.2.1** If the CONTRACTOR is responsible for measuring actual service level attainments for twelve (12) consecutive months and fails to provide one (1) or more measurements during the six-month Measurement Window such that twelve (12) consecutive measurements are not available, the missing measurement(s) shall be constructed according to the following: (i) if one measurement is missing, the missing measurement shall be constructed by using the highest of the five (5) actual measurements, or (ii) if two (2) or more measurements are missing, the first missing measurement shall be constructed by using the highest of the actual measurements and adding to that measurement twenty percent (20%) of the difference between that measurement and one hundred percent (100%) and each of the remaining missing measurements shall be constructed by using the highest of the actual measurements and adding to that measurement thirty five percent (35%) of the difference between that measurement and one hundred percent (100%).

**9.1.3.2.2** For example, if there were seven measurements for a particular Service, and the highest of the seven measurements were 95%, then the measurements for the missing two months would be deemed to be 96% (representing 95% plus (20% of 5%)) and 96.75% (representing 95% plus 35% of 5%), respectively.

**9.1.4** If the CONTRACTOR has provided twenty-four (24) actual service level attainment measurements for any particular Service provided by the CONTRACTOR, and CCHHS has not used Section 9.1.3.2 to establish Service Level commitments, then continued provision of actual service level attainment measurements shall be subject to the Parties' mutual agreement in accordance with the Change Control procedures.

## **9.2 Deletions**

CCHHS may delete Service Levels by sending written notice in accordance with **Section 10.0**.

## **9.3 Modifications**

CCHHS may demote existing Service Levels and may promote existing Minimum Service Levels to Target Service Levels by sending written notice in accordance with **Section 10.0**.

## **9.4 Impact of Additions and Deletions of Minimum Service Levels on Percent Allocations**

**9.4.1** When adding or deleting a Service Level, CCHHS shall modify the Service Level Credit Allocation Percentages for the Service Levels within the Performance Category such that the total Service Level Credit Allocation Percentages for all Service Levels within the Performance Category equals one hundred percent (100%).

**9.4.2** If CCHHS adds a Service Level in accordance with Section 9.1 above, but does not modify the Service Level Credit Allocation Percentages for the other Service Levels within the Performance Category under this Section 9.42, then, until such time as CCHHS so modifies such Service Level Credit Allocation Percentages, the Service Level Credit Allocation Percentage for such added Service Level shall be zero.

## **9.5 Modifications of Allocation of Pool Percentages for any Performance Categories or Service Level Credit Allocation Percentages for any Service Levels**

CCHHS may modify the Allocation of Pool Percentages for any Performance Categories or Service Level Credit Allocation Percentages for any Service Levels within a Performance Category by sending written notice in accordance with **Section 10.0**. Such change notices will include modifications necessary to accommodate the addition or deletion of new Performance Categories or Service Levels. CCHHS shall modify the (a) Allocations of Pool Percentage for two or more Performance Categories such that the sum of the Allocations of Pool Percentage for all Performance Categories does not exceed the Pool Percentage Available for Allocation, and (b) Service Level Credit Allocation Percentages for two or more Service Levels within the Performance Category such that the sum of the Service Level Credit Allocation Percentages for all Service Levels within the Performance Category equals one hundred percent (100%).

## **10.0 Notice Requirements for Additions, Deletions and Modifications.**

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CCHHS will send written notice to the CONTRACTOR at least ninety (90) days prior to the date that additions or deletions to Service Levels, or modifications to Service Level Credit Allocation Percentages for any Service Levels are to be effective.

### **11.0 Cooperation.**

CONTRACTOR shall coordinate and collaborate with other outsourcing firms, vendors and other third parties with whom CCHHS has contracted to achieve the Service Levels.

### **12.0 Root-Cause Analysis and Resolution.**

If the CONTRACTOR fails to satisfy any Service Level, the CONTRACTOR shall provide CCHHS with a written explanation to meet the Service Level. This explanation will be included in the monthly Service Level report and shall be subject to CCHHS' approval, not to be unreasonably withheld. CONTRACTOR shall promptly implement such actions stated in the report once it has been approved by CCHHS.

### **13.0 Measuring Tools**

The measuring tools to be used by CONTRACTOR, as of the conclusion of the applicable Implementation Timeframe, will be agreed upon by CONTRACTOR and CCHHS on or before the conclusion of the applicable Implementation Timeframe. If CONTRACTOR fails to propose a measuring tool for any Service Level that is reasonably acceptable to CCHHS prior to the end of the applicable Implementation Period, such failure will be deemed a Service Level Failure for the Service Level for which CONTRACTOR failed to propose the reasonably acceptable measuring tool and such Service Level Failure will be deemed to continue until CONTRACTOR proposes such reasonably acceptable measuring tool.

**13.1 Tools.** for new Service Levels will be implemented according to the Change Control procedures.

**13.2** If, after the end of the Implementation Timeframe or the implementation of tools for new Service Levels, the CONTRACTOR desires to use a different measuring tool for a Service Level, the CONTRACTOR shall provide written notice to CCHHS at least ninety (90) days prior to the requested change date, in which event the Parties will reasonably adjust the measurements as necessary to account for any increased or decreased sensitivity in the new measuring tools; provided that, if the Parties cannot agree on the required adjustment, the CONTRACTOR will continue to use the measuring tool that had been initially agreed to by the Parties.

**13.3** It is not anticipated that changes in the monitoring tools will drive changes in Service Levels; rather, the need to collect and accurately reflect the performance data should drive the development or change in performance monitoring tools

### **14.0 Times.**

Unless otherwise set forth herein, all references to times shall refer to United States Central Time.

**15.0 Single Incident/Multiple Failures.**

If a single incident results in the failure of the CONTRACTOR to meet more than one Service Level, CCHHS shall have the right to select any one of such multiple Service Level Failures for which it will be entitled to receive a Service Level Credit. CCHHS shall not be entitled to a Service Level Credit for each of such Service Level Failures.

**16.0 Exceptions.**

The CONTRACTOR shall not be responsible for a failure to meet any Service Level in accordance with the Agreement and/or solely to the extent that such failure is directly attributable to any of the following:

- 16.1** Service or resource reductions requested or approved by CCHHS and agreed to by the Parties through the Change Control Procedures; provided that the CONTRACTOR has previously notified CCHHS in writing as part of such Change Control Procedures that the implementation of such reductions would result in such failure to meet the Service Level.
- 17.2** Services performed during the execution of the Disaster Recovery Plan, the execution of which is in support of a CCHHS declared disaster (but failure to execute a Disaster Recovery Plan may constitute a breach of the Agreement).

## Exhibit 2

### Service Level Matrix

Unless otherwise noted for a particular Service Level, compliance with each Service Level will be monitored and measured using mutually agreed tools and methodologies.

<b>1</b>	<b>Availability of Production Servers</b>		
<b>CPI</b>	CPI		
<b>Implementation Timeframe</b>	60 days from go-live		
<b>Performance</b>	<b>98.5%</b>		
<b>Formula</b>	<p>This measurement is calculated as the total uptime of critical platforms, divided by the total scheduled uptime of critical platforms, expressed as a percentage.</p> $A = \frac{\sum_{s=1}^N 100 * \left( \frac{T - D_s + B_s + P_s}{T} \right)}{N}$ <p>Where:  A is the availability for all components.  N is the number of components.  T is the total hours of service in the reporting period.  D is the number of hours of downtime for a component.  B is the number of hours of backup and redundancy uptime in a reporting period for a component.  P is the number of hours of scheduled outages in a reporting period for a component.</p>		
<b>Measure Interval</b>	Monthly		
<b>Measurement Tool/Data Source</b>	NetIQ and Netcool		
<b>Allocation of Pool Percentage</b>	TBD		
<b>Description</b>	<ul style="list-style-type: none"> <li>This metric measures the availability of critical platforms for which</li> </ul>		

	<p>ACS has exclusive administrative control and responsibility. The service is available if the critical platform is available for application use.</p> <ul style="list-style-type: none"> <li>• This metric measures the mission critical servers that support functions that directly impact CCHHS' ability to meet the immediate needs of users and generally have significant revenue and/or liability impact when the process and/or its underlying system support are not functioning.</li> <li>• The Parties shall maintain a mutually-agreed-upon list of all mission critical servers.</li> </ul>
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<b>2</b>	<b>Availability of Non-Production Servers</b>		
<b>CPI</b>	CPI		
<b>Implementation Timeframe</b>	120 days from the Effective Date		
<b>Performance</b>	<b>95%</b>		
<b>Formula</b>	<p>This measurement is calculated as the total uptime of critical platforms, divided by the total scheduled uptime of critical platforms, expressed as a percentage.</p> $A = \frac{\sum_{s=1}^N 100 * \left( \frac{T - D_s + B_s + P_s}{T} \right)}{N}$ <p>Where:  A is the availability for all components.  N is the number of components.  T is the total hours of service in the reporting period.  D is the number of hours of downtime for a component.  B is the number of hours of backup and redundancy uptime in a reporting period for a component.  P is the number of hours of scheduled outages in a reporting period for a component.</p>		
<b>Measure Interval</b>	Monthly		
<b>Measurement Tool/Data Source</b>	NetIQ and Netcool		

<b>Allocation of Pool Percentage</b>	TBD
<b>Description</b>	<ul style="list-style-type: none"> <li>• This metric measures the availability of critical platforms for which ACS has exclusive administrative control and responsibility. The service is available if the critical platform is available for application use.</li> <li>• These metric measures them mission critical servers that support functions that directly impact CCHHS's ability to meet the immediate needs of users and generally have significant revenue and/or liability impact when the process and/or its underlying system support are not functioning.</li> <li>• The Parties shall maintain a mutually-agreed-upon list of all mission critical servers.</li> </ul>

<b>3</b>	<b>Application Reliability Performance</b>		
<b>CPI</b>	<b>CPI</b>		
<b>Implementation Timeframe</b>	120 days from go-live for any individual Application		
<b>Performance</b>	<b>94%</b>		
<b>Formula</b>	<p>This measurement is calculated as the total uptime of critical applications, divided by the total scheduled uptime of critical applications, expressed as a percentage.</p> $A = \frac{\sum_{s=1}^N 100 * \left( \frac{T - D_s + B_s + P_s}{T} \right)}{N}$ <p>Where:</p> <p><i>A</i> is the availability for all critical applications.</p> <p><i>N</i> is the number of critical applications.</p> <p><i>T</i> is the total hours of service in the reporting period.</p> <p><i>D</i> is the number of hours of downtime for a critical application.</p> <p><i>B</i> is the number of hours of backup and redundancy uptime in a reporting period for a critical application.</p> <p><i>P</i> is the number of hours of scheduled outages in a reporting period for a critical application.</p>		

<b>Measurement Interval</b>	Monthly
<b>Measurement Tool/Data Source</b>	NetIQ and Netcool
<b>Allocation of Pool Percentage</b>	TBD
<b>Description</b>	<ul style="list-style-type: none"> <li>◆ The Parties will jointly agree on all Scheduled Downtime for each Application based on planned maintenance or upgrades. This information will be forwarded to the ACS situation management group in the ACS data center to be logged.</li> <li>◆ The ACS situation management group will obtain and log data regarding any unscheduled downtime that occurs for each Critical Service/Application on a daily basis. Detailed information regarding the actual time an Application went down and resumed service will be reported by the tech/analyst resolving the problem or closing the ticket.</li> </ul>

<b>4</b>	<b>Availability of Storage Devices</b>		
<b>CPI</b>	CPI		
<b>Implementation Timeframe</b>	60 days from go-live		
<b>Performance</b>	98.5%		
<b>Formula</b>	<p>On an individual storage device basis, Availability will be calculated as follows:</p> <p><math>(A / B) \times 100</math></p> <p><u>Where:</u></p> <p>"A" = Uptime for the applicable storage device</p> <p>"B" = Scheduled Uptime for the Measurement Window</p>		

<b>Measure Interval</b>	Monthly
<b>Measurement Tool/Data Source</b>	NetIQ and Netcool
<b>Allocation of Pool Percentage</b>	TBD
<b>Description</b>	<ul style="list-style-type: none"> <li>• ACS will continuously monitor CCHHS' storage devices by performing checks using ACS provided monitoring tools. A storage frame is experiencing Downtime if it does not respond to three (3) consecutive checks of ten (10)-second intervals.</li> <li>• Server-based storage is not included in the calculation of this Service Level.</li> <li>• Uptime is measured on a per-storage frame basis and is <u>not</u> the Uptime of all storage frames on an aggregated basis.</li> </ul>

<b>5</b>	<b>Network Availability</b>		
<b>CPI</b>	CPI		
<b>Implementation Timeframe</b>	60 days from go-live		
<b>Performance</b>	<b>98.5</b>		<b>Minimum</b>
<b>Formula</b>	<p>This measurement is calculated as follows:</p> $A = \frac{\sum_{s=1}^N 100 * \left( \frac{T - D_s + B_s - P_s}{T} \right)}{N}$ <p>Where:</p> <p>A is the Availability of the network between ACS facilities and the CCHHS demarcation point.</p> <p>N is the number of demarcation points.</p> <p>T is the total Hours of Service in the reporting period.</p> <p>D is the number of hours of downtime for a demarcation point.</p> <p>B is the number of hours of backup and redundancy uptime in a reporting period for a Site.</p> <p>P is the number of utilized hours of scheduled or other CCHHS re-</p>		

	requested downtime for a Site.
<b>Measure Interval</b>	Monthly
<b>Measurement Tool/Data Source</b>	Open Network Mode Manager
<b>Allocation of Pool Percentage</b>	TBD
<b>Description</b>	This metric measures the percentage of scheduled uptime that the network is available within the reporting period.

<b>6</b>	<b>Response to Incidents</b>		
<b>CPI/KPI</b>	TBD		
<b>Implementation Timeframe</b>	60 days from go-live		
<b>Performance</b>	<b>80%</b>		<b>Minimum</b>
<b>Formula</b>	<p>For each category of incident (Priority 1, Priority 2, Priority 3, and Priority 4), the calculation is as follows:</p> <p><math>(A / B) \times 100</math></p> <p><u>Where:</u></p> <p>"A" = the number of incidents within a category (Priority 1, Priority-2, Priority 3, and Priority 4) that are responded to within the applicable performance requirement (four (4) hours, eight (8) hours, twenty-four (24) hours or forty-eight (48) hours), as applicable</p> <p>"B" = the total number of defects within a category that are received during the Measurement Window</p>		
<b>Measure Interval</b>	Monthly		
<b>Measurement Tool/Data</b>	Openview Network Mode Manager		

<b>Source</b>	
<b>Allocation of Pool Percentage</b>	TBD
<b>Description</b>	<ul style="list-style-type: none"> <li>• This Service Level measures the amount of time it takes to respond to Priority 1, Priority 2, Priority 3, and Priority 4 incidents reported to the ACS support group. For purposes of this Service Level, the following definitions apply: <ul style="list-style-type: none"> <li><b>Priority 1</b> A single event which causes failure of a production Application, Network or System; or an event of major significance that is adversely affecting, or will adversely affect, multiple business units or multiple sites.</li> <li><b>Priority 2</b> A single event or an event of major significance that is adversely affecting, or will adversely affect, a single business unit or site where business is proceeding but is significantly impaired resulting in degraded service.</li> <li><b>Priority 3</b> A single event that has an impact to a single user of a production Application, Network or System resulting in degraded service that is capable of temporary resolution via a work-around or a single event that has, or is likely to have, an adverse affect on multiple non-critical components of a production Application, Network or System.</li> <li><b>Priority 4</b> A single event that has an impact to a single User of any Application, Network or System resulting in degraded service that is capable of temporary resolution by work-around and that does not have, or is not likely to have, an adverse affect on multiple non-critical components of a production Application, Network or System.</li> </ul> </li> </ul>

## Exhibit 3

### CCHHS Lawson Architecture

The following configuration is designed to provide the Services set forth in Attachment C for the Lawson modules set forth in Attachment B to 200 concurrent CCHHS system users:

- **Hardware:**
  - Lawson Database Server – Enterprise Class, Quad Core, 4-way 2.66GHz, 1066MHz front-side bus, 32GB RAM, dual 146GB internal drives, SAN HBA, dual power, dual NICs.
  - Lawson Application Server - Enterprise Class, Six Core, 4-way 2.66GHz, 1066MHz front-side bus, 32GB RAM, dual 146GB internal drives, SAN HBA, dual power, dual NICs.
  - MS-ADAM LDAP – Vmware based, 2 processor, 8GB RAM
  - Business Intel Server – Vmware based 2 processor, 8GB RAM
  - Lawson Test Systems – Vmware based 6 processor, 2 GB RAM
- **Operating Systems:**
  - Windows 2003 64 bit and 32 bit, ACS will use 64 bit OS where supported by Lawson.
- **Enterprise Database:**
  - Microsoft SQL Server Enterprise 64 bit
- **SAN / Storage:**
  - SAN attached Enterprise Storage
  - Estimated 10 TB at RAID 5
- **Network:**
  - Leveraged Dearborn Network equipment
  - Cisco WAAS – WAN acceleration
- **LDAP Solutions:**
  - MS Active Directory Application Mode 2003 (ADAM)

## ATTACHMENT D. PRICING AND PAYMENT

### 1. Introduction

This Attachment D ("**Attachment D**"), sets forth the fees which CCHHS shall pay to Contractor for the Services provided by Contractor pursuant to the Contract, which includes Attachment A (ERP Implementation), Attachment B (Software Acquisition and Transfer), Attachment C (Hosting and Hardware) ), this Attachment D (Pricing and Payment) and Attachment E (Post-Live Consulting) as described therein (collectively, the "Contract").

### 2. Hardware

- 2.1. CCHHS will pay a one-time fixed hardware fee and required associated operating system software, all of which is listed in Attachment C.
- 2.2. The fee for the hardware will be \$459,444.
- 2.3. This fee will be invoiced March 15, 2010 and is payable June 15<sup>th</sup> 2010.

### 3. Lawson Software

- 3.1. CCHHS will pay a one-time fixed software license fee for the Lawson Software list in Attachment B.
- 3.2. The fee for the Lawson Software will be \$3,617,778
- 3.3. This fee will be invoiced March 15, 2010 and is payable June 15<sup>th</sup> 2010.

### 4. Hosting Fees

- 4.1. CCHHS will pay the following Base Fees per year for Hosting services as described in Attachment C.
- 4.2. Base fees:

4.2.1. Year 1:	\$221,319
4.2.2. Year 2	\$231,556
4.2.3. Year 3	\$229,057
4.2.4. Year 4	\$239,123
4.2.5. Year 5	\$235,891
- 4.3. Fees for the months between the Effective Date and June 30<sup>th</sup>, 2010 will be invoiced March 15, 2010 and will be due June 15<sup>th</sup> 2010.
- 4.4. Fees for all subsequent months will thereafter be invoiced in advance on a monthly basis on the first of the month.
- 4.5. New Services and Change Control Documents. If CCHHS authorizes CONTRACTOR to perform New Services pursuant to GC-4.2 of the Part II General Conditions or executes a Change Control Document, the Charges may be adjusted subject to the other provisions of this Service Statement.
- 4.6. If additional Hardware or Services beyond those specified in the configuration ("Exhibit 3 to Attachment C") are necessary because of changes in assumed user volumes, Base Fees may need to be adjusted pursuant to the Change Control Procedures. Additional Hardware required because of changes in assumed user-volumes will be purchased by CCHHS (or by Contractor on behalf of CCHHS and charged back to CCHHS). The

Hardware configuration set forth in Exhibit 3 to Attachment C has been sized for 200 concurrent Users. Should the number of concurrent Users exceed 200, additional Hardware may be required.

**5. Lawson Software Maintenance Fees**

- 5.1. CCHHS will pay the following fees per year for Lawson software maintenance for the Lawson Application Suites listed in Attachment B.
- 5.2. Annual fees:
  - 5.2.1. Year 1: \$582,222
  - 5.2.2. Year 2 \$582,222
  - 5.2.3. Year 3 \$582,222
  - 5.2.4. Year 4 \$582,222
  - 5.2.5. Year 5 \$582,222
- 5.3. Fees for year 1 will be invoiced March 15, 2010 and due June 15<sup>th</sup> 2010. Fees for each year thereafter will be invoiced in advance on July 1<sup>st</sup> of each year.

**6. Hardware Maintenance Fees**

- 6.1. CCHHS will pay the following fees per year for hardware maintenance for the hardware listed in Attachment C.
- 6.2. Annual fees:
  - 6.2.1. Year 1: \$10,000
  - 6.2.2. Year 2 \$10,000
  - 6.2.3. Year 3 \$10,000
  - 6.2.4. Year 4 \$10,000
  - 6.2.5. Year 5 \$10,000
- 6.3. Fees for year 1 will be invoiced March 15, 2010 and due June 15<sup>th</sup> 2010.
- 6.4. Thereafter, fees will be invoiced on a monthly basis at 1/12 of the annual fee.

**7. Reimbursable Fees**

CCHHS will reimburse Contractor for all reasonable travel and project expenses, including meals, lodging and similar out of pocket expenses ("Reimbursable Expenses"). Contractor will use commercially reasonable efforts to minimize Reimbursable Expenses. Reimbursable Expenses will not exceed \$3.3M ("Reimbursable Expenses Cap") during the Initial Term. In the event the number of consulting hours required exceed the total number of consulting hours estimated herein, the Reimbursable Expenses Cap shall be increased proportionally by an amount mutually agreed to in writing by the Parties.

Contractor will invoice for Reimbursable Expenses between the Effective Date and March 15, 2010 ("Initial Invoice") and such Initial Invoice shall be payable on June 15, 2010. The Initial Invoice shall include Reimbursable Expenses from Effective Date through February 28<sup>th</sup>, 2010 and an estimate for Reimbursable Expenses from March 1, 2010 through June 30, 2010. Reimbursable Expenses performed after June 30, 2010 will be invoiced on a monthly basis ("Invoices"). The Invoice for Reimbursable Expenses provided in July, 2010

shall include a reconciliation of and adjustment for the difference between the actual costs for Reimbursable Expenses provided from March 1, 2010 through June 30, 2010 and the estimated costs for Reimbursable Expenses that were included in the Initial Invoice.

**8. Post-live Consulting**

- 8.1. Services for Post-live Consulting are described in Attachment E.
- 8.2. Contractor's Post-live services will be billed on a fixed monthly fee basis at the monthly rate(s) outlined in the table 8 below.
- 8.3. These estimates are not a minimum, maximum, or fixed-fee quotation. Contractor believes that they reflect a realistic assessment based on the scope and Contractor's experience with projects of this type. Actual professional fees may be less than or more than the estimate.
- 8.4. These monthly rates assume a workweek of between 40 and 45 hours. Contractor approval is required for workweeks in excess of 45 hours. If approved in advance by both parties, any hours over 45 per workweek shall be billed at Contractor's standard hourly rate of \$250 for the assigned personnel.
- 8.5. Contractor personnel shall be entitled to their standard time-off benefits, including holidays, vacations, sick days, and education in accordance with the published schedule. Scheduled time off will be subject to Client's review in advance. This time off will not affect the applicable monthly rate.
- 8.6. These fees will be invoiced monthly in advance at the beginning of each month.

TABLE 8

Consultant Classification	Monthly Rate	Estimated Months	Estimated Fees
Consultants(s)	\$23,500	214	\$ 5,029,000

8.7 The months and fees estimated in Table 8 are based upon Contractor's projected staffing pattern for post-live consultants. These positions may be terminated upon ninety (90) days written notice to Contractor from CCHHS.

**9. Implementation Consulting**

- 9.1 Services for Implementation Consulting are listed in Attachment A.
- 9.2 Contractor has provided projected hours and fees for implementing each Application as delineated in Attachment A. These projections are not a minimum, maximum or a fixed-fee quote.
- 9.3 Contractor's Services will be billed on a time-and-materials basis at the hourly rate(s) outlined in Table 9 below and based on actual time devoted to providing Implementation Consulting Services and project management/direction to CCHHS.
- 9.4 Contractor will invoice for services between the Effective Date and March 15, 2010 ("Initial Invoice") and such Initial Invoice shall be payable on June 15, 2010. The Initial Invoice shall include Services from Effective Date through February 28<sup>th</sup>, 2010 and an estimate for

Services from March 1, 2010 through June 30, 2010.

9.5 Services performed after June 30, 2010 will be invoiced on a monthly basis ("Invoices"). The Invoice for Services provided in July, 2010 shall include a reconciliation of and adjustment for the difference between the actual costs for Services provided from March 1, 2010 through June 30, 2010 and the estimated costs for Services that were included in the Initial Invoice.

9.6 During Years 2 and 3 of the Initial Term (and thereafter, provided that Implementation Services are still being used to achieve the go-live status of any Lawson Application Suite that has not achieved go-live after Year 3 of the Initial Term) CCHHS shall pay ninety percent (90%) of each Invoice for Implementation Services only and withhold ten percent (10%) of each such invoice ("Withheld Amounts"). For each year that has an associated Withheld Amount, Contractor shall invoice CCHHS at the end of the contract year and such invoice shall be due in accordance with the payment terms herein; provided, however, in the event a Lawson Application Suite associated with the Withheld Amount for a contract year has not gone live, CCHHS shall not be required to remit that portion of the Withheld Amount that is proportionately associated to that Lawson Application Suite (the proportionate amount shall be determined according to the number of hours invoiced that year for each Lawson Application Suite scheduled to go-live) until such time as that Lawson Application Suite has been live for sixty-five (65) days. For example, during Year 2 of the Initial Term, three (3) Lawson Application Suites are scheduled to go-live but only two have gone live by the end of the year. CCHHS would remit payment for that portion of the Withheld Amount that is associated to the two Lawson Application Suites that have gone live, and CCHHS would be entitled to continue to withhold that portion of the Withheld Amount associated with the Lawson Application Suite that has not gone live. In the event a Lawson Application Suite goes through the acceptance and go-live processes within the last sixty-five (65) days of the Contract Year, CCHHS may withhold payment of the Withheld Amount for that Lawson Application Suite until such time as it has been live for sixty-five (65) days.

9.7 The CCHHS will set aside a Contingency Dollar Amount ("CDA") in the amount of \$1,746,720 that it shall have available in the event additional services are required. The CDA will only be used after the projected hours for implementing a given application have been consumed. The hourly rates set forth in Table 9 below for Contractor personnel shall apply in the event the CCHHS elects to use CDA.

9.8 If at the completion of the projected number of hours of work for each Lawson Application Suite, the application is not complete, Contractor shall, in accordance with the Change Control Procedures, prepare an estimate of the hours required to achieve completion and one of the following shall occur:

(i) CCHHS may direct the Contractor to use all or a portion of the CDA to achieve completion; or

(ii) CCHHS will approve additional hours and fees to permit achievement of completion.

In the event CCHHS does not authorize additional hours of work pursuant to 9.8(i) or (ii) above, Contractor shall have no further obligation to provide Implementation Consulting Services.

**TABLE 9**

Consultant Classification	Hourly Rate	Estimated Hours	Estimated Fees
Consultants	\$150	100,960	\$ 15,144,000
Project Managers	\$190	8,160	\$ 1,550,400
Project Directors	\$230	3,360	\$ 772,800
<b>Total</b>			<b>\$17,476,200</b>

**10. Termination Fees.**

In the event that this Statement of Work is terminated by CCHHS pursuant to GC-10.3(C) (Termination for Convenience and Non-Appropriation of Funds) CCHHS will pay to CONTRACTOR the fees stated in Exhibit 1 to this Attachment D below that corresponds to the month in which the termination becomes effective. In addition to the fees set forth in Exhibit 1, CCHHS shall pay any unpaid fees and/or expenses (including any Withheld Amounts, if any) for Services provided up to the date of termination. Any termination fees owed will be paid by CCHHS within thirty (30) days following the effective date of termination.

**11. Payment Schedule**

ACS has prepared a projected payment schedule table which is being presented for illustrative purposes only.

**TABLE 11**

Services:	li	Year 1	Year 2	Year 3	Year 4	Year 5	Total:
Software License	One time Fixed	\$3,617,778					\$3,617,778
Hardware	One time Fixed	\$459,444					\$459,444
Software Maintenance	Monthly	\$582,222	\$582,222	\$582,222	\$582,222	\$582,222	\$2,911,110
Hardware Maintenance	Monthly	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$50,000
Hosting Fees	Monthly	\$221,319	\$231,566	\$229,057	\$239,123	\$235,891	\$1,156,956
Implementation Consulting Fees*	Monthly Estimated	\$6,270,400	\$6,294,400	\$4,902,400	\$0	\$0	\$17,467,200
Post-live Consulting Fees*	Monthly Estimated	\$188,000	\$846,000	\$1,175,000	\$1,410,000	\$1,410,000	\$5,029,000
Reimbursable Expenses*	Monthly Estimated	\$932,250	\$1,042,140	\$870,870	\$227,370	\$227,370	\$3,300,000
<b>Total</b>		<b>\$12,281,413</b>	<b>\$9,006,328</b>	<b>\$7,769,549</b>	<b>\$2,468,715</b>	<b>\$2,465,483</b>	<b>\$33,991,488</b>

\* Implementation Consulting Fees, Post-Live Consulting Fees and Reimbursable Expenses are estimates only.



41		400,000		246,759	150,000	1,124,239	1,920,998	646,759
40		400,000		197,407	120,000	1,124,239	1,841,646	597,407
39		400,000		148,056	90,000	1,124,239	1,762,295	548,056
38		400,000		98,704	60,000	1,124,239	1,682,943	498,704
37		400,000		49,352	30,000	1,124,239	1,603,591	449,352
36(July 2011)				592,222	360,000	926,900	1,879,122	592,222
35				542,870	330,000	926,900	1,799,770	542,870
34				493,518	300,000	926,900	1,720,418	493,518
33				444,167	270,000	926,900	1,641,067	444,167
32				394,815	240,000	926,900	1,561,715	394,815
31				345,463	210,000	926,900	1,482,363	345,463
30				296,111	180,000	926,900	1,403,011	296,111
29				246,759	150,000	926,900	1,323,659	246,759
28				197,407	120,000	926,900	1,244,307	197,407
27				148,056	90,000	926,900	1,164,956	148,056
26				98,704	60,000	926,900	1,085,604	98,704
25				49,352	30,000	926,900	1,006,252	49,352
24(July 2012)				592,222	120,000	198,975	911,197	592,222
23				542,870	110,000	198,975	851,845	542,870
22				493,518	100,000	198,975	792,493	493,518
21				444,167	90,000	198,975	733,142	444,167
20				394,815	80,000	198,975	673,790	394,815
19				345,463	70,000	198,975	614,438	345,463
18				296,111	60,000	198,975	555,086	296,111
17				246,759	50,000	198,975	495,734	246,759
16				197,407	40,000	198,975	436,382	197,407
15				148,056	30,000	198,975	377,031	148,056
14				98,704	20,000	198,975	317,679	98,704
13				49,352	10,000	198,975	258,327	49,352
12(July 2013)				592,222	120,000	198,975	911,197	592,222
11				542,870	110,000	198,975	851,845	542,870
10				493,518	100,000	198,975	792,493	493,518
9				444,167	90,000	198,975	733,142	444,167
8				394,815	80,000	198,975	673,790	394,815



## ATTACHMENT E: POST LIVE CONSULTING

### SCOPE OF SERVICES

ACS HCS staff will provide super user/shadow managers to assist with application and departmental support functions.

Post implementation consulting will begin approximately 45 days after the application is considered live (prior to this, project team will provide support) and moved into production and will continue through the term of the agreement. ACS HCS will provide one shadow manager for each of the following areas, based on the implementation timeline:

- General Ledger/Asset Management/Project and Activity Accounting
- Procurement
- Accounts Payable
- Human Resources and Benefits
- Payroll/ Absence Management

Super users/shadow managers will assist with the following tasks and activities for each module:

Activity & Task
1. Provide support with application issues.
2. Provide support with master file and other ongoing maintenance.
3. Assist with ongoing process improvements to further efficiencies garnered by the implementation process.
4. Assist with application report writing process including design, data mapping and testing processes.
5. Assist with ongoing operational expertise and knowledge transfer to the health system department management.
6. Provide ongoing operational training support.
7. Participate in meetings and planning sessions to help plan for future Lawson-related initiatives. Includes support required to plan new interfaces, dashboards, and other cross-system strategies.
8. Document any identified issues and participate, where logical, in their resolution.
9. Provide support through year-end, inventories, and other infrequent—but essential—processes.
10. Recommend and assist with opportunities to establish and improve business processes.
11. Provide insight and advice on the organization changes that occur as a result of newly implemented workflows and processes.
12. Continue to assist with minimizing complexities in existing processes.

## ATTACHMENT F: HIPAA BUSINESS ASSOCIATES ADDENDUM

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This HIPAA Business Associates Addendum is incorporated into and made a part of the Service Agreement ("Agreement") between the Cook County Health and Hospitals System ("Client") ACS Consultant Company, Inc. dba ACS Healthcare Solutions ("ACS HCS") dated as of [REDACTED], 200[REDACTED]. All capitalized terms not otherwise defined in this Addendum will have the meanings assigned to them in the Agreement.

### Background

Client and ACS HCS enter into this Addendum in order to satisfy the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-64) ("HIPAA"). In that regard, Client and ACS HCS recognize that: (i) Client is a Covered Entity as defined in HIPAA; and (ii) in the course of performing the Contract, ACS HCS may create for Client or receive from Client (or from another Business Associate of Client) Protected Health Information ("PHI") as defined in HIPAA.

1. **Use and Disclosure of PHI.** ACS HCS shall use or disclose PHI only as follows:
  - (a) **In Furtherance of Contract.** ACS HCS is permitted to use and to disclose to third parties (including subcontractors and agents) PHI as reasonably required to perform, manage and administer the Agreement, provided that it may disclose such information to third parties only as permitted in Section 3.
  - (b) **Required by Law.** ACS HCS may disclose PHI if the disclosure is required by law.
  - (c) **With Consent.** ACS HCS may use or disclose PHI if the use or disclosure is permitted in writing by Client.
2. **Information Safeguards.** ACS HCS will develop, implement, maintain and use appropriate administrative, technical and physical safeguards, in compliance with Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), 45 Code of Federal Regulation § 164.530(c) and any other implementing regulations issued by the U.S. Department of Health and Human Services, to preserve the integrity and confidentiality of and to prevent non-permitted or violating use or disclosure of PHI. ACS HCS will document and keep these safeguards current.
3. **Sub-Contractors and Agents.** ACS HCS will require any of its subcontractors and agents, to which ACS HCS is permitted by this Addendum or in writing by Client to disclose any of the PHI ACS HCS creates or receives for or from Client, to provide reasonable assurance, evidenced by written contract, that subcontractor or agent will comply with the same privacy and security obligations as ACS HCS with respect to such PHI.
4. **Compliance with Standard Transactions.** If ACS HCS conducts in whole or part Standard Transactions, as defined in HIPAA, for or on behalf of Client, ACS HCS will comply, and will require any subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 Code of Federal Regulations Part 162. ACS HCS will not enter into, or permit its subcontractors or agents to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of Client that:
  - (a) Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
  - (b) Adds any data elements or segments to the maximum defined data set;
  - (c) Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
  - (d) Changes the meaning or intent of the Standard Transaction's implementation specification.
5. **Security Rule Compliance.**
  - (a) **Definitions.**

**Security Rule.** "Security Rule" shall mean the Standards for the Security of Electronic Protected Health Information as issued by the Secretary.

**Security Rule Compliance Date** means April 20, 2005, or such other date by which Covered Entity is required to comply with the Security Rule.

## SCHEDULE C: HIPAA BUSINESS ASSOCIATES ADDENDUM

Security Incident. "Security Incident" shall have the meaning as the term "security incident" in 45 CFR § 164.304.

(b) Beginning on the Security Rule Compliance Date, ACS HCS shall protect Electronic Protected Health Information (EPHI), as defined in the Security Rule, by:

(i) Implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that it creates, receives, maintains, or transmits on behalf of the covered entity as required by this subpart;

(ii) Ensuring that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it;

(iii) Reporting to Health System any security incident of which it becomes aware.

6. **Access.** ACS HCS will promptly upon Client's request make available to Client or, at Client's direction, to the individual (or the individual's personal representative) for inspection and obtaining copies any PHI about the individual which is in ACS HCS' custody or control, so that Client may meet its access obligations under 45 Code of Federal Regulations § 164.524.
7. **Amendment.** ACS HCS will, upon receipt of notice from Client, promptly amend or permit Client access to amend any portion of the PHI, so that Client may meet its amendment obligations under 45 Code of Federal Regulations § 164.526.
8. **Disclosure Accounting.** So that Client may meet its disclosure accounting obligations under 45 Code of Federal Regulations § 164.528:
  - (a) Disclosure Tracking. ACS HCS will record for each disclosure, not excepted from disclosure accounting under Addendum Section 8(b) that ACS HCS makes to Client or a third party of PHI that ACS HCS creates or receives for or from Client, (i) the disclosure date, (ii) the name and (if known) address of the person or entity to whom ACS HCS made the disclosure, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of the disclosure (items i-iv, collectively, the "disclosure information"). For repetitive disclosures ACS HCS makes to the same person or entity (including Client) for a single purpose, ACS HCS may provide (x) the disclosure information for the first of these repetitive disclosures, (y) the frequency, periodicity or number of these repetitive disclosures and (z) the date of the last of these repetitive disclosures. ACS HCS will make this disclosure information available to Client promptly upon Client's request.
  - (b) Exceptions from Disclosure Tracking. ACS HCS need not record disclosure information or otherwise account for disclosures of PHI that this Addendum or Client in writing permits or requires (i) for the purpose of Client's treatment activities, payment activities, or health care operations, (ii) to the individual who is the subject of the PHI disclosed or to that individual's personal representative; (iii) to persons involved in that individual's health care or payment for health care; (iv) for notification for disaster relief purposes, (v) for national security or intelligence purposes, or (vi) to law enforcement officials or correctional institutions regarding inmates.
  - (c) Disclosure Tracking Time Periods. ACS HCS must have available for Client the disclosure information required by Section 8 for the 6 years preceding Client's request for the disclosure information (except ACS HCS need have no disclosure information for disclosures occurring before April 14, 2003).
9. **Inspection of Books and Records.** ACS HCS will make its internal practices, books, and records, relating to its use and disclosure of the PHI it creates or receives for or from Client, available to Client and to the U.S. Department of Health and Human Services to determine compliance with 45 Code of Federal Regulations Parts 160-64 or this Addendum.
10. **Reporting.** ACS HCS will report to Client any use or disclosure of PHI not permitted by this Addendum or in writing by Client. ACS HCS will make the report to Client's Legal Department promptly after ACS HCS learns of such non-permitted or violating use or disclosure. ACS HCS' report will at least:
  - (a) Identify the nature of the non-permitted or violating use or disclosure;
  - (b) Identify the PHI used or disclosed;
  - (c) Identify who made the non-permitted or violating use or received the non-permitted or violating disclosure;
  - (d) Identify what corrective action ACS HCS took or will take to prevent further non-permitted or violating uses or disclosures;
  - (e) Identify what ACS HCS did or will do to mitigate any deleterious effect of the non-

## SCHEDULE C: HIPAA BUSINESS ASSOCIATES ADDENDUM

permitted or violating use or disclosure; and

(f) Provide such other information, including a written report, as Client may reasonably request.

### 11. Termination of Agreement.

(a) Right to Terminate for Breach. Client may terminate the Agreement if ACS HCS has breached any provision of this Addendum and has failed to cure such breach within the period allowed under the Agreement. Client may exercise this right to terminate Agreement by providing ACS HCS written notice of termination, stating the breach of the Addendum that provides the basis for the termination.

(b) Client Obligations upon Termination.

(i) Return or Destruction. Upon termination, cancellation, expiration or other conclusion of Agreement, ACS HCS will, at Client's request, if feasible return to Client or destroy all PHI, in whatever form or medium (including in any electronic medium under ACS HCS' custody or control), including all copies of and any data or compilations derived from and allowing identification of any individual who is a subject of the PHI. ACS HCS will complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination, cancellation, expiration or other conclusion of Agreement. ACS HCS will identify any PHI that cannot feasibly be returned to Client or destroyed, and will limit its further use or disclosure of that PHI to those purposes that make return or destruction of that PHI infeasible. Within such 30 days, ACS HCS will certify on oath in writing to Client that such return or destruction has been completed, will deliver to Client the identification of any PHI for which return or destruction is infeasible and, for that PHI, will certify that it will only use or disclose such PHI for those purposes that make return or destruction infeasible.

(ii) Continuing Privacy Obligation. ACS HCS' obligation to protect the privacy of the PHI will be continuous and survive termination, cancellation, expiration or other conclusion of Agreement.

(iii) Other Obligations and Rights. Unless inconsistent with this Addendum, this Addendum does not modify the obligations and rights of ACS HCS and Client's under the Agreement upon termination, cancellation, expiration or other conclusion

of Agreement.

12. Indemnity. ACS HCS will indemnify and hold harmless Client and any Client affiliate, officer, director, employee or agent from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Addendum by ACS HCS or any subcontractor, agent, person or entity under ACS HCS' control. Client agrees to: (i) promptly notify ACS HCS of any such claim or suit by a third party; (ii) permit ACS HCS to assume sole authority to conduct the trial or settle such claim at the indemnifying party's own expense; and (iii) provide information and assistance at its own expense reasonably requested by ACS HCS in connection with such claim or suit. The indemnity obligations under this Section shall extend to any claims brought against an officer, director, or agent of the party entitled to indemnification.

13. Amendment to Agreement. Upon the effective date of any final regulation or amendment to final HIPAA regulations, this Addendum and the Agreement of which it is part will automatically amend such that the obligations they impose on ACS HCS remain in compliance with these regulations.

## SCHEDULE C: HIPAA BUSINESS ASSOCIATES ADDENDUM

---

This HIPAA Business Associates Addendum is incorporated into and made a part of the Service Agreement ("Agreement") between the Cook County Health and Hospitals System (~~Full Client name~~) ("Client") ACS Consultant Company, Inc. dba ACS Healthcare Solutions ("ACS HCS") dated as of [REDACTED], 200[REDACTED]. All capitalized terms not otherwise defined in this Addendum will have the meanings assigned to them in the Agreement.

### Background

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1. **Use and Disclosure of PHI.** ACS HCS shall use or disclose PHI only as follows:
  - (a) **In Furtherance of Contract.** ACS HCS is permitted to use and to disclose to third parties (including subcontractors and agents) PHI as reasonably required to perform, manage and administer the Agreement, provided that it may disclose such information to third parties only as permitted in Section 3.
  - (b) **Required by Law.** ACS HCS may disclose PHI if the disclosure is required by law.
  - (c) **With Consent.** ACS HCS may use or disclose PHI if the use or disclosure is permitted in writing by Client.
2. **Information Safeguards.** ACS HCS will develop, implement, maintain and use appropriate administrative, technical and physical safeguards, in compliance with Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), 45 Code of Federal Regulation § 164.530(c) and any other implementing regulations issued by the U.S. Department of Health and Human Services, to preserve the integrity and confidentiality of and to prevent non-permitted or violating use or disclosure of PHI. ACS HCS will document and keep these safeguards current.
3. **Sub-Contractors and Agents.** ACS HCS will require any of its subcontractors and agents, to which ACS HCS is permitted by this Addendum or in writing by Client to disclose any of the PHI ACS HCS creates or receives for or from Client, to provide reasonable assurance, evidenced by written contract, that subcontractor or agent will comply with the same privacy and security obligations as ACS HCS with respect to such PHI.
4. **Compliance with Standard Transactions.** If ACS HCS conducts in whole or part Standard Transactions, as defined in HIPAA, for or on behalf of Client, ACS HCS will comply, and will require any subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 Code of Federal Regulations Part 162. ACS HCS will not enter into, or permit its subcontractors or agents to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of Client that:
  - (a) Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
  - (b) Adds any data elements or segments to the maximum defined data set;
  - (c) Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
  - (d) Changes the meaning or intent of the Standard Transaction's implementation specification.
5. **Security Rule Compliance.**
  - (a) **Definitions.**

**Security Rule.** "Security Rule" shall mean the Standards for the Security of Electronic Protected Health Information as issued by the Secretary.

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**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1,2
2	Letter of Intent	EDS 3, 4
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 5, 6
4	Certifications	EDS 7, 8
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 9 - 13
6	Sole Proprietor Signature Page	EDS 14a/b/c
7	Partnership Signature Page	EDS 15/a/b/c
8	Corporation Signature Page	EDS 16a/b/c
9	Cook County Signature Page	EDS 17

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Purchasing Agent. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

**Definitions.** Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

**"Affiliated Entity"** means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

**"Bidder," "Proposer," "Undersigned," or "Applicant,"** is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

**"Proposal,"** for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS .

**"Code"** means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to [www.cookctyclerk.com](http://www.cookctyclerk.com), clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

**"Contractor" or "Contracting Party"** means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

**"EDS"** means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

**"Lobby" or "lobbying"** means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

**"Lobbyist"** means any person or entity who lobbies.

**"Prohibited Acts"** means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

**Sections 1 through 3: MBE/WBE Documentation.** Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

**Section 4: Certifications.** Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 5: Economic and Other Disclosures Statement.** Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**Sections 6, 7, 8: Execution Forms.** The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; and Section 8 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required. The County is in the process of converting these forms into a format that may be downloaded and completed on the user's computer. Once this feature is available, those having the necessary software may follow the instructions set forth below under the heading "Instructions for Completing PDF Forms."

**Required Updates.** The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at [www.cookcountygov.com](http://www.cookcountygov.com) and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

**MBE/WBE UTILIZATION PLAN**

**Section 1**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

**I. BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

\_\_\_\_\_ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)

\_\_\_\_\_ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs, (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance.)

X Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either Directly or Indirectly in the performance of the Contract. (If so, complete Sections II and III).

**II. Direct Participation of MBE/WBE Firms**

MBEs/WBEs will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: R. L. CANNING  
Address: 5440 N. CUMBERLAND AVE, SUITE 138  
E-mail: rachel@rlcanning.com CHICAGO, IL 60656  
Contact Person: RACHEL CANNING Phone: 773-693-1900, EXT 10  
Dollar Amount Participation: \$ 3,390,000  
Percent Amount of Participation: 10 %

\*Letter of Intent attached? Yes X No \_\_\_\_\_

\*Letter of Certification attached? Yes \_\_\_\_\_ No X (ON FILE AT COUNTY)

MBE/WBE Firm: CHICAGO MEDICAL EQPT.  
Address: 2653 S. LAUNDALE AVE., CHICAGO, IL 60623  
E-mail: RGarcia@ChicagoM&I.com  
Contact Person: RONALD GARCIA Phone: 773-931-6793  
Dollar Amount Participation: \$ 8,475,000  
Percent Amount of Participation: 25 %

\*Letter of Intent attached? Yes X No \_\_\_\_\_

\*Letter of Certification attached? Yes \_\_\_\_\_ No X (ON FILE AT COUNTY)

Attach additional sheets as needed.

\*Where goals have not been achieved through Direct Participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission.

**II. Indirect Participation of MBE/WBE Firms**

**NOTE: This section need not be completed if the MBE/WBE goals have been met through Direct Participation.** However, Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

Attach additional sheets as needed.

**\*All Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after bid opening or proposal due date.**

COOK COUNTY LETTER OF INTENT  
(Section 2)

ERP FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: Enterprise Resource Planning 1

From: Chicago Medical Equip & Supply Co.  
(MBE/WBE Firm)

To: ACS - HCS and the County of Cook  
(Bidder/Proposer Firm)

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"):

Each service performed and /or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. **All services performed and/or supplies provided must be directly related to this specific Cook County contract and must not include any services/supplies related to any other government contract.**

Description of Service/Supply/Project	Fee/Cost
1. <u>Information Technology</u>	\$ <u>25</u> %
2. <u>Information Tech - Consulting</u>	\$ _____ %
3. <u>Information Technology Project Management</u>	\$ _____ %
4. _____	\$ _____ %
<b>Total:</b>	\$ <u>25</u> %

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

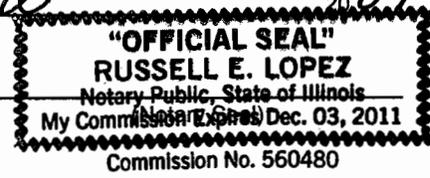
Upon Penalty of perjury, I Ronald M. Garcia (print name)  
the President (title) and duly authorized representative  
of the Chicago Medical Equip & Supply Co. (MBE/WBE firm) affirm

that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be  
supplies/performed for the above indicated total dollar amount \$ 8,475,000 which represents the  
above indicated total percentage 25 % for the contract amount \$ 33,991,488.

(Signature of affiant) \_\_\_\_\_ (Date) 06, 22, 09

Subscribed and sworn to before me this 22nd day of June, 2009

Russell E. Lopez  
(Notary's Signature)



COOK COUNTY LETTER OF INTENT  
FROM BIDDER OR PROPOSER TO COOK COUNTY

Upon penalty of perjury, David Bywater (print name),  
the Managing Director (title) and duly authorized  
representative of ACS Healthcare Solutions (Bidder Proposer firm),  
ACS Consultant Company, Inc. dba ACS Healthcare Solutions  
affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will  
be supplied/performed for the above indicated total dollar amount \$ 8,475,000, which represents the  
above indicated total percentage 25 % for the contract amount \$ 33,991,488.

David H. Bywater  
(Signature of affiant)

6, 23, 09  
(Date)

Subscribed and sworn to before me this 23 day of June, 2009.

Monica Lund  
(Notary's Signature)

(Notary Seal)



**COOK COUNTY LETTER OF INTENT**  
(Section 2)

FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: ERP IMPLEMENTATION / \_\_\_\_\_

From: RL CANNING INC  
(MBE/WBE Firm)

To: ACS HEALTHCARE SOLUTIONS and the County of Cook  
(Bidder/Proposer Firm)

The undersigned is prepared to provide the following services, supplies and project in connection with the above named contract:

Each service performed and /or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. *All services performed and/or supplies provided must be directly related to this specific Cook County contract and must not include any services/supplies related to any other government contract.*

Description of Service/Supply/Project	Fee/Cost
1. <u>Staff Services for</u>	<u>approximate</u> \$ <u>3,390,000.00</u> <u>10</u> %
2. <u>ERP INSTALLATIONS</u>	<u>total</u> \$ _____ %
3. _____	\$ _____ %
4. _____	\$ _____ %
Total: \$ <u>3,390,000.00</u> <u>10</u> %	

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I RACHEL CANNING (print name)

the PRESIDENT (title) and duly authorized representative

of the RL CANNING INC (MBE/WBE firm) affirm that

the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplies/

performed for the above indicated total dollar amount \$ 3,390,000.00 which represents the above indicated total

percentage 10 % for the contract amount \$ 33,991,488.

Rachel Canning  
(Signature of affiant)

6/22/09  
(Date)

Subscribed and sworn to before me this 22<sup>nd</sup> day of June, 2009.

Anna Richards  
(Notary's Signature)

\_\_\_\_\_  
(Notary Seal)



COOK COUNTY LETTER OF INTENT  
FROM BIDDER OR PROPOSER TO COOK COUNTY

Upon penalty of perjury, David Bywater (print name),  
the Managing Director (title) and duly authorized  
representative of ACS Healthcare Solutions (Bidder Proposer firm),  
ACS Consultant Company, Inc. dba ACS Healthcare Solutions  
affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will  
be supplied/performed for the above indicated total dollar amount \$ 3,390,000, which represents the  
above indicated total percentage 10 % for the contract amount \$ 33,991,488.

David H. Bywater  
(Signature of affiant)

6, 23, 09  
(Date)

Subscribed and sworn to before me this 23 day of June, 2009.

Monica Lund  
(Notary's Signature)

\_\_\_\_\_  
(Notary Seal)



**PETITION FOR WAIVER OF MBE/WBE PARTICIPATION**  
**(SECTION 3)**

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

**FULL MBE WAIVER**

**FULL WBE WAIVER**

**REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)**

\_\_\_\_\_ % of Reduction for MBE Participation

\_\_\_\_\_ % of Reduction for WBE Participation

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

Bidder/Proposer shall check each item applicable to its reason for a waiver request. **Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.**

1) lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract **(please explain)**

2) the specifications and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation **(please explain)**

3) price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid **(please explain)**

4) there are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms **(please explain)**

**C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION**

Bidder/Proposer shall check each item applicable to its reason for a waiver request. **Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.**

- 1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation **(please attach)**
  
- 2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business **(please attach)**
  
- 3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services **(please attach)**
  
- 4) Use the services and assistance of the Office of Contract Compliance Staff **(please explain)**
  
- 5) Engaged MBEs & WBEs for indirect participation **(please explain)**

**D. OTHER RELEVANT INFORMATION**

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

**CERTIFICATIONS  
(SECTION 4)**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

**A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

**B. BID-RIGGING OR BID ROTATING**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

**C. DRUG FREE WORKPLACE ACT**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq*).

**F. ILLINOIS HUMAN RIGHTS ACT**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** *It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

**G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132**

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

**H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;**

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) President's Office of Employment Training;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

REQUIRED DISCLOSURES  
(SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

FRED LEBED, 35 EAST WACKER DR., SUITE 500  
CHICAGO, IL 60601

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?

Yes: \_\_\_\_\_ No: X

b) If yes, list business address(es) within Cook County:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

X

Applicant has no "Substantial Owner."

OR

The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

**PERMANENT INDEX NUMBER(S):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)**

**OR:**

- b)  The Undersigned owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

---

---

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

# COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the  Applicant or  Stock/Beneficial Interest Holder

This Statement is an:  Original Statement or  Amended Statement

### Identifying Information:

Name: ACS CONSULTANT COMPANY, INC., D/B/A: ACS HEALTHCARE SOLUTIONS EIN NO.: XXXXXXXXXX

Street Address: 5225 AUTO CLUB DRIVE

City: DEARBORN State: MI Zip Code: 48126

Phone No.: 248-386-8300

### Form of Legal Entity:

- Sole Proprietor  Partnership  Corporation  Trustee of Land Trust
- Business Trust  Estate  Association  Joint Venture
- Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

- 1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
PUBLICLY OWNED - AFFILIATED COMPUTER SERVICES, INC.		

- 2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

- 3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [ X ] No  
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
ACS	2828 N. HASKELL DALLAS, TX 75204	100	PARENT COMPANY

**Declaration (check the applicable box):**

- [ ] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- [ ] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

ROBERT J MILLS  
Name of Authorized Applicant/Holder Representative (please print or type)

Robert J Mills  
Signature

R.MILLS@ACS-HCS.COM  
E-mail address

NAL PRACT DR.  
Title

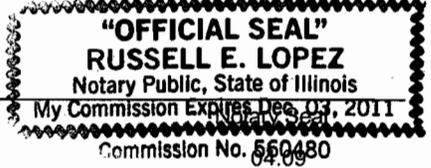
6-23-09  
Date

312 560 2293  
Phone Number

Subscribed to and sworn before me this 27 day of July, 2009.

X Russell E. Lopez  
Notary Public Signature

My commission expires:



**SIGNATURE BY A SOLE PROPRIETOR**  
**(SECTION 6)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

**SOLE PROPRIETOR'S SIGNATURE:** \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires:

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

**SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)**  
**(SECTION 7)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

\*COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

**SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:**

\*BY: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

\* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

**SIGNATURE BY A CORPORATION**  
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: ACS Healthcare Solutions - ACS Consultant Company, Inc.  
dba ACS Healthcare Solutions

BUSINESS ADDRESS: 5225 Auto Club Drive, Dearborn, MI 48126

BUSINESS TELEPHONE: 248-386-8300 FAX NUMBER: 248-226-8392

CONTACT PERSON: Thomas W. Blodgett

FEIN: 38-2550455 \*IL CORPORATE FILE NUMBER: 56483659

**LIST THE FOLLOWING CORPORATE OFFICERS:**

PRESIDENT: Thomas W. Blodgett VICE PRESIDENT: Kevin R. Kyser

SECRETARY: Tas Panas TREASURER: Nancy P. Vineyard

\*\*SIGNATURE OF PRESIDENT: [Signature]

ATTEST: [Signature] (CORPORATE SECRETARY)

Subscribed and sworn to before me this  
29 day of June, 2009

x [Signature]  
Notary Public Signature



L. Christine Ballard  
Notary Public  
State of Kentucky  
My Comm. Exp. 1-24-09 <sup>08</sup>  
2/11/13 <sup>08</sup>

Notary Seal

\* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

\*\* In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

COOK COUNTY SIGNATURE PAGE  
(SECTION 9)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

\_\_\_\_\_  
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
COOK COUNTY PURCHASING AGENT

\_\_\_\_\_  
COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 26<sup>th</sup> DAY OF June, 2009

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING ~~BID~~ PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

\_\_\_\_\_

OR

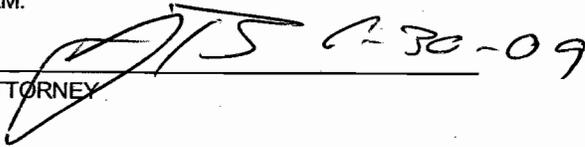
ITEM(S), SECTION(S), PART(S): \_\_\_\_\_

\_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ 33,991,488<sup>00</sup>  
(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED AS TO FORM:

  
ASSISTANT STATE'S ATTORNEY