

A G R E E M E N T

THIS AGREEMENT (“Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **VERTIQ SOFTWARE, LLC**, a Limited Liability Company, whose address is P.O. BOX 787, Morgan Hill, CA 95038 (“Contractor”), jointly “the parties.”

IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **DEFINITIONS.** Whenever used herein, any schedules, exhibits, or addenda to this Agreement, the following terms shall have the meanings assigned below. Other capitalized terms used in this Agreement are defined in the context in which they are used.
 - 1.1 **“Agreement”** means this Cloud Computing Services Agreement between City and Contractor, inclusive of all schedules, exhibits, attachments, addenda and other documents incorporated by reference between the City and Contractor, Contract Number 201737523.
 - 1.2 **“Brand Features”** means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.
 - 1.3 **“City Data”** includes credentials issued to City by Contractor and all records relating to City’s use of Contractor Services and administration of End User accounts, including any Protected Information of City personnel that does not otherwise constitute Protected Information of an End User.
 - 1.4 **“Confidential Information”** means any Data that a disclosing party treats (1) in a confidential manner and that is (2) marked “Confidential Information” or is considered “Protected Information” prior to disclosure to the other party. Confidential Information does not include information which: (a) is public or becomes public through no breach of the confidentiality obligations herein; (b) is disclosed by the party that has received Confidential Information (the "Receiving Party") with the prior written approval of the other party; (c) was known by the Receiving Party at the time of disclosure; (d) was developed independently by the Receiving Party without use of the Confidential Information; (e) becomes known to the Receiving Party from a source other than the disclosing party through lawful means; (f) is disclosed by the disclosing party to others without confidentiality obligations; or (g) is required by law to be disclosed.
 - 1.5 **“Data”** means all information, whether in oral or written (including electronic) form, created by or in any way originating with City and End Users, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with City and End Users, in the course of using and configuring the Services

provided under this Agreement, and includes City Data, End User Data, and Protected Information.

- 1.6 **"Data Compromise"** means any actual or reasonably suspected unauthorized access to or acquisition of computerized Data that compromises the security, confidentiality, or integrity of the Data, or the ability of City to access the Data.
- 1.7 **"Documentation"** means, collectively: (a) all materials published or otherwise made available to City by Contractor that relate to the functional, operational and/or performance capabilities of the Services; (b) all user, operator, system administration, technical, support and other manuals and all other materials published or otherwise made available by Contractor that describe the functional, operational and/or performance capabilities of the Services; (c) any Requests for Information and/or Requests for Proposals (or documents of similar effect) issued by City, and the responses thereto from Contractor, and any document which purports to update or revise any of the foregoing; and (d) the results of any Contractor "Use Cases Presentation", "Proof of Concept" or similar type presentations or tests provided by Contractor to City.
- 1.8 **"Downtime"** means any period of time of any duration that the Services are not made available by Contractor to City for any reason, including scheduled maintenance or Enhancements.
- 1.9 **"End User"** means the individuals (including, but not limited to employees, authorized agents, students and volunteers of City; Third Party consultants, auditors and other independent contractors performing services for City; any governmental, accrediting or regulatory bodies lawfully requesting or requiring access to any Services; customers of City provided services; and any external users collaborating with City) authorized by City to access and use the Services provided by Contractor under this Agreement.
- 1.10 **"End User Data"** includes End User account credentials and information, and all records sent, received, or created by or for End Users, including email content, headers, and attachments, and any Protected Information of any End User or third party contained therein or in any logs or other records of Contractor reflecting End User's use of Contractor Services.
- 1.11 **"Enhancements"** means any improvements, modifications, upgrades, updates, fixes, revisions and/or expansions to the Services that Contractor may develop or acquire and incorporate into its standard version of the Services or which the Contractor has elected to make generally available to its customers.
- 1.12 **"Intellectual Property Rights"** includes without limitation all right, title, and interest in and to all (a) Patent and all filed, pending, or potential applications for Patent, including any reissue, reexamination, division, continuation, or continuation-in-part applications throughout the world now or hereafter filed; (b) trade secret rights and equivalent rights arising under the common law, state law,

and federal law; (c) copyrights, other literary property or authors rights, whether or not protected by copyright or as a mask work, under common law, state law, and federal law; and (d) proprietary indicia, trademarks, trade names, symbols, logos, and/or brand names under common law, state law, and federal law.

- 1.13 **"Protected Information"** includes but is not limited to personally-identifiable information, student records, protected health information, criminal justice information or individual financial information (collectively, "Protected Information") that is subject to local, state or federal statute, regulatory oversight or industry standard restricting the use and disclosure of such information. These include, ~~but are not limited to:~~ the Colorado Constitution, the Colorado Consumer Protection Act, the Children's Online Privacy Protection Act (COPPA), Health Insurance Portability and Accountability Act (HIPAA), the Family Education Rights and Privacy Act (FERPA), the Payment Card Industry Data Security Standard (PCI DSS), and the Federal Bureau of Information Criminal Justice Information Services (CJIS) Security Policy.
- 1.14 **"Project Manager"** means the individual who shall serve as each party's point of contact with the other party's personnel as provided in this Agreement. The initial Project Managers and their contact information are set forth in the Notices section below and may be changed by a party at any time upon written notice to the other party.
- 1.15 **"RFP Response"** means any proposal submitted by Contractor to City in response to City's Request for Proposal ("RFP").
- 1.16 **"Service"** means Contractor's computing solutions, provided to City pursuant to this Agreement, that provide the functionality and/or produce the results described in the Documentation, including without limitation all Enhancements thereto and all interfaces.
- 1.17 **"Third Party"** means persons, corporations and entities other than Contractor, City or any of their employees, contractors or agents.
- 1.18 **"Third Party Host"** means that the servers where the Contractor's software resides is at physical location which is not controlled by the Contractor, sometimes called "managed hosting", for example, Amazon Web Service.

2. RIGHTS AND LICENSE IN AND TO DATA

- 2.1 The parties agree that as between them, all rights, including all Intellectual Property Rights, in and to Data shall remain the exclusive property of City, and Contractor has a limited, nonexclusive license to access and use these Data as provided in this Agreement solely for the purpose of performing its obligations hereunder.

- 2.2 All End User Data and City Data created and/or processed by the Services is and shall remain the property of City and shall in no way become attached to the Services, nor shall Contractor have any rights in or to the Data of City.
- 2.3 This Agreement does not give a party any rights, implied or otherwise, to the other's Data, content, or intellectual property, except as expressly stated in the Agreement.
- 2.4 City retains the right to use the Services to access and retrieve Data stored on Contractor's Services infrastructure at any time at its sole discretion.

3. DATA PRIVACY

- 3.1 Contractor will use City Data and End User Data only for the purpose of fulfilling its duties under this Agreement and for City's and its End User's sole benefit, and will not share such Data with or disclose it to any Third Party without the prior written consent of City or as otherwise required by law. By way of illustration and not of limitation, Contractor will not use such Data for Contractor's own benefit and, in particular, will not engage in "data mining" of Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by City.
- 3.2 Contractor will provide access to Data only to those Contractor employees, contractors and subcontractors ("Contractor Staff") who need to access the Data to fulfill Contractor's obligations under this Agreement. Contractor will ensure that, prior to being granted access to the Data, Contractor Staff who perform work under this Agreement have all undergone and passed criminal background screenings at City's expense.

4. DATA SECURITY AND INTEGRITY

- 4.1 In the event that the Service is provided with a Third Party Host, Contractor shall not be relieved of the obligations in Sections 4, 6, 7 and 8, under this Agreement.
- 4.2 All facilities, whether Contractor hosted or Third Party Hosted, used to store and process Data will implement and maintain administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to provide the requested Service availability and to secure Data from unauthorized access, destruction, use, modification, or disclosure including the Health Insurance Portability and Accountability Act (HIPAA).
- 4.3 Contractor warrants that all City Data and End User Data will be encrypted in transmission (including via web interface) and in storage by a strong encryption method and standard.
- 4.4 Contractor shall at all times use industry-standard and up-to-date security tools, technologies and procedures including, but not limited to anti-virus and anti-

malware protections and intrusion detection and reporting in providing Services under this Agreement.

- 4.5 Prior to the Effective Date of this Agreement, Contractor or Third Party Host, will at its expense conduct or have conducted the following, and thereafter, Contractor, or Third Party Host, will at their expense conduct or have conducted the following at least once per year, and immediately after any actual or reasonably suspected Data Compromise:
 - 4.5.1 A SSAE 16/SOC 2 or other mutually agreed upon audit of Third Party Host's security policies, procedures and controls and Contractor's systems and facilities that are used in any way to deliver Services under this Agreement;
 - 4.5.2 A formal penetration test, of Contractor's systems and facilities that are used in any way to deliver Services under this Agreement.
- 4.6 Contractor will provide City the reports or other documentation resulting from the above audits, certifications, scans and tests within seven (7) business days of Contractor's receipt of such results upon request of the City.
- 4.7 Based on the results and recommendations of the above audits, certifications, scans and tests, Contractor will, within thirty (30) calendar days of receipt of such results regarding its systems and software, promptly modify its security measures in order to meet its obligations under this Agreement, and provide City with written evidence of remediation.
- 4.8 City may require, at its expense, that Contractor perform additional audits and tests, the results of which will be provided to City within seven (7) business days of Contractor's receipt of such results.
- 4.9 Contractor shall protect Data against deterioration or degradation of Data quality and authenticity, including, but not limited to annual Third Party Data integrity audits. Contractor will provide City the results of the above audits annually upon request by the City.

5. RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR DATA

- 5.1 Except as otherwise expressly prohibited by law, Contractor will:
 - 5.1.1 If required by a court of competent jurisdiction or an administrative body to disclose Data, Contractor will notify City in writing immediately upon receiving notice of such requirement and prior to any such disclosure;
 - 5.1.2 Consult with City regarding its response;
 - 5.1.3 Cooperate with City's reasonable requests in connection with efforts by City to intervene and quash or modify the legal order, demand or request; and

- 5.1.4 Upon City's request, provide City with a copy of its response.
- 5.2 If City receives a subpoena, warrant, or other legal order, demand or request seeking Data maintained by Contractor, City will promptly provide a copy to Contractor. Contractor will make the data available and cooperate with City's reasonable requests in connection with its response.

6. DATA COMPROMISE RESPONSE

- 6.1 Contractor shall report, either orally or in writing, to City any Data Compromise involving Data, or circumstances that could have resulted in unauthorized access to or disclosure or use of Data, not authorized by this Agreement or in writing by City, including any reasonable belief that an unauthorized individual has accessed Data. Contractor shall make the report to City immediately upon discovery of the unauthorized disclosure, but in no event more than forty-eight (48) hours 2 business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Oral reports by Contractor regarding Data Compromises will be reduced to writing and supplied to City as soon as reasonably practicable, but in no event more than (48) hours 2 business days after oral report.
- 6.2 Immediately upon becoming aware of any such Data Compromise, Contractor shall fully investigate the circumstances, extent and causes of the Data Compromise, and report the results to City and continue to keep City informed on a daily basis of the progress of its investigation until the issue has been effectively resolved.
- 6.3 Contractor's report discussed herein shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure (if known), (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
- 6.4 Within five (5) calendar days of the date Contractor becomes aware of any such Data Compromise, Contractor shall have completed implementation of corrective actions to remedy the Data Compromise, restore City access to the Services as directed by City, and prevent further similar unauthorized use or disclosure.
- 6.5 Contractor shall cooperate fully with City's investigation of and response to any such Data Compromise incident.
- 6.6 Except as otherwise required by law, Contractor will not disclose or otherwise provide notice of the incident directly to any person, regulatory agencies, or other entities, without prior written permission from City.

- 6.7 The preceding requirements of this Section 6 are applicable to the Contractor and the Service to the extent the Contractor maintains control over the Service and the software and the requirements are not in violation of the agreement between the Contractor and the Third Party Host.

7. DATA RETENTION AND DISPOSAL

- 7.1 Contractor will retain Data in an End User's account, including attachments, until the End User deletes them or for the time period mutually agreed to by the parties in this Agreement.
- 7.2 Using appropriate and reliable storage media, Contractor will regularly backup Data and retain such backup copies.
- 7.3 At the City's election, Contractor will either securely destroy or transmit to City repository any backup copies of City and/or End User Data. Contractor will supply City a certificate indicating the records disposed of, the date disposed of, and the method of disposition used.
- 7.4 Contractor will retain logs associated with End User activity-
- 7.5 Contractor will immediately preserve the state of the Data at the time of the request and place a "hold" on Data destruction or disposal under its usual records retention policies of records that include Data, in response to an oral or written request from City indicating that those records may be relevant to litigation that City reasonably anticipates. Oral requests by City for a hold on record destruction will be reduced to writing and supplied to Contractor for its records as soon as reasonably practicable under the circumstances. City will promptly coordinate with Contractor regarding the preservation and disposition of these records. Contractor shall continue to preserve the records until further notice by City.

8. DATA TRANSFER UPON TERMINATION OR EXPIRATION

- 8.1 Upon termination or expiration of this Agreement, Contractor will ensure that all Data are securely transferred to City, or a Third Party designated by City, within thirty (30) calendar days in a format acceptable to the City.
- 8.2 Contractor will provide City with no less than ninety (90) calendar days' notice of impending cessation of its business or that of any subcontractor provided that Contractor has notice.
- 8.3 Contractor shall implement its contingency and/or exit plans and take all necessary actions to provide for an effective and efficient transition of service with minimal disruption to City.

9. **SERVICE LEVELS.** Incorporated into Scope of Work.
10. **INTERRUPTIONS IN SERVICE; SUSPENSION AND TERMINATION OF SERVICE; CHANGES TO SERVICE.** Incorporated Scope of Work.
11. **INSTITUTIONAL BRANDING.** Contractor Services will provide reasonable and appropriate opportunities for City branding of Contractor Services. Each party shall have the right to use the other party's Brand Features only in connection with performing the functions provided in this Agreement and as specified in the attached Plan. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights in and to those features. Contractor may not advertise that City is a client, list City as a reference or otherwise use City's name, logos, trademarks, or service marks without prior written permission obtained from City personnel authorized to permit City brand use.
12. **COMPLIANCE WITH APPLICABLE LAWS AND CITY POLICIES.** Contractor will comply with all applicable laws in performing Services under this Agreement. Any Contractor personnel visiting City's facilities will comply with all applicable City policies regarding access to, use of, and conduct within such facilities. City will provide copies of such policies to Contractor upon request.
13. **WARRANTIES, REPRESENTATIONS AND COVENANTS**

- 13.1 **Services Warranty.** Contractor represents and warrants that the Services provided to City under this Agreement shall conform to, be performed, function, and produce results substantially in accordance with the Documentation.

Contractor's obligations for breach of the Services Warranty shall be limited to using its best efforts, at its own expense, to correct or replace that portion of the Services which fails to conform to such warranty, and, if Contractor is unable to correct any breach in the Services Warranty by the date which is sixty (60) calendar days after City provides notice of such breach, City may, in its sole discretion, either extend the time for Contractor to cure the breach or terminate this Agreement and receive a full refund of all subscription amounts paid to Contractor under this Agreement.

- 13.2 **Disabling Code Warranty.** Contractor represents, warrants and agrees that the Services do not contain and City will not receive from Contractor any virus, worm, trap door, back door, timer, clock, , instruction or design, or other malicious, illicit or similar unrequested code, including surveillance software or routines which may, or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify any City system or Data (a "Disabling Code").

In the event a Disabling Code is identified, Contractor shall take all steps necessary, at no additional cost to City, to: (a) restore and/or reconstruct any and all Data lost by City as a result of Disabling Code; (b) furnish to City a corrected

version of the Services without the presence of Disabling Codes; and, (c) as needed, re-implement the Services at no additional cost to City. This warranty shall remain in full force and effect as long as this Agreement remains in effect.

- 13.3 Intellectual Property Warranty. Contractor represents, warrants and agrees that: Contractor has all Intellectual Property Rights necessary to provide the Services to City in accordance with the terms of this Agreement; Contractor is the sole owner or is a valid licensee of all software, text, pictures, audio, video, logos and copy that provides the foundation for provision of the Services, and has secured all necessary licenses, consents, and authorizations with respect to the use of these underlying elements; the Services do not and shall not infringe upon any patent, copyright, trademark or other proprietary right or violate any trade secret or other contractual right of any Third Party; and there is currently no actual or threatened suit against Contractor by any Third Party based on an alleged violation of such right. This warranty shall survive the expiration or termination of this Agreement.
- 13.4 Warranty of Authority. Each party represents and warrants that it has the right to enter into this Agreement. Contractor represents and warrants that it has the unrestricted right to provide the Services, and that it has the financial viability to fulfill its obligations under this Agreement. Contractor represents, warrants and agrees that the Services shall be free and clear of all liens, claims, encumbrances or demands of third parties. Contractor represents and warrants that it has no knowledge of any pending or threatened litigation, dispute or controversy arising from or related to the Services. This warranty shall survive the expiration or termination of this Agreement.
- 13.5 Third Party Warranties and Indemnities. Contractor will assign to City all Third Party warranties and indemnities that Contractor receives in connection with any products provided to City. To the extent that Contractor is not permitted to assign any warranties or indemnities through to City, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of City to the extent Contractor is permitted to do so under the terms of the applicable Third Party agreements.
- 13.6 Date/Time Change Warranty. Contractor represents and warrants to City that the Services provided will accurately process date and time-based calculations under circumstances of change including, but not limited to: century changes and daylight saving time changes. Contractor must repair any date/time change defects at Contractor's own expense.
- 13.7 Most Favored Customer Warranty. Contractor represents and warrants and agrees that the Services and other fees stated herein are and shall be the lowest fees Contractor charges any of its other customers.
- 13.8 Compliance With Laws Warranty. Contractor represents and warrants to City that it will comply with all applicable laws, including its tax responsibilities, pertaining to the Agreement and its provision of the Services to City.

13.9 THE WARRANTIES SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

14. CONFIDENTIALITY

14.1 Each party acknowledges that certain information that it shall acquire from the other is of a special and unique character and constitutes Confidential Information.

14.2 The Receiving Party agrees to exercise the same degree of care and protection with respect to the Confidential Information that it exercises with respect to its own similar Confidential Information and not to directly or indirectly provide, disclose, copy, distribute, republish or otherwise allow any Third Party to have access to any Confidential Information without prior written permission from the disclosing party. However: (a) either party may disclose Confidential Information to its employees and authorized agents who have a need to know; (b) either party may disclose Confidential Information if so required to perform any obligations under this Agreement; and (c) either party may disclose Confidential Information if so required by law (including court order or subpoena). Nothing in this Agreement shall in any way limit the ability of City to comply with any laws or legal process concerning disclosures by public entities. Contractor acknowledges that any responses, materials, correspondence, documents or other information provided to City are subject to applicable state and federal law, including the Colorado Open Records Act, and that the release of Confidential Information in compliance with those acts or any other law will not constitute a breach or threatened breach of this Agreement.

14.3 Except as expressly provided by the terms of this Agreement, Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any data, including Confidential Information or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Agreement. Contractor further acknowledges that by providing Data or Confidential Information, the City is not granting to Contractor any right or license to use such data except as provided in this Agreement. Contractor further agrees not to disclose or distribute to any other party, in whole or in part, the Data or confidential information without written authorization from the Project Manager and will immediately notify the City if any information of the City is requested from the Contractor from a Third Party.

14.4 Contractor agrees, with respect to the Confidential Information, that: (1) Contractor shall not copy, recreate, reverse engineer or decompile such Data or Confidential Information, in whole or in part, unless authorized in writing by the

Project Manager; (2) Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such Data or Confidential Information; and (3) Contractor shall, upon the expiration or earlier termination of the Agreement, destroy and, in writing, certify destruction..

- 14.5 Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. Contractor shall not disclose Data or Confidential Information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.
- 14.6 Notwithstanding any other provision of this Agreement, the City is furnishing Data or Confidential Information on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Data or Confidential Information. Contractor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, Contractor agrees to contact the City immediately.
15. **PROTECTED INFORMATION.** During the course of this Agreement, should Contractor come into possession of any Protected Information, Contractor may not disclose this information to any Third Party under any circumstances.
16. **SOFTWARE AS A SERVICE, SUPPORT AND SERVICES TO BE PERFORMED:**
 - 16.1 Contractor, under the general direction of, and in coordination with, the City’s Chief Information Officer or other designated supervisory personnel (the “Manager”) agrees to provide the Services listed on Exhibit A, and perform the technology related services described on attached Exhibit A.
 - 16.2 As the Manager directs, the Contractor shall diligently undertake, perform, and complete all of the technology related services and produce all the deliverables set forth on Exhibit A to the City’s satisfaction.
 - 16.3 The Contractor is ready, willing, and able to provide the technology related services and the Services required by this Agreement.
 - 16.4 The Contractor shall faithfully perform the technology related services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature

to those described in the Agreement and in accordance with the terms of the Agreement.

16.5 **User ID Credentials.** Internal corporate or customer (tenant) user account credentials shall be restricted as per the following, ensuring appropriate identity, entitlement, and access management and in accordance with established policies and procedures:

- a) Identity trust verification and service-to-service application (API) and information processing interoperability (*e.g.*, SSO and Federation)
- b) Account credential lifecycle management from instantiation through revocation
- c) Account credential and/or identity store minimization or re-use when feasible
- d) Adherence to industry acceptable and/or regulatory compliant authentication, authorization, and accounting (AAA) rules (*e.g.*, strong/multi-factor, expire able, non-shared authentication secrets)

16.6 **Oracle Identity Management.** The City's Identity and Access Management (IdM) system is an integrated infrastructure solution that enables many of the City's services and online resources to operate more efficiently, effectively, economically and securely. All new and proposed applications must utilize the authentication and authorization functions and components of the IdM. Strong authentication is required for privileged accounts or accounts with access to sensitive information. This technical requirement applies to all solutions, regardless to where the application is hosted.

17. **GRANT OF LICENSE; RESTRICTIONS:**

17.1 Contractor hereby grants to City a right and license to: (a) display, perform, and use the Service; and (b) use all intellectual property rights necessary to use the Service as authorized in subparagraph (a).

17.2 Title to and ownership of the Service will remain with Contractor. City will not reverse engineer or reverse compile any part of the Service. City will not remove, obscure or deface any proprietary notice or legend contained in the Service or Documentation without Contractor's prior written consent.

18. **DELIVERY AND ACCEPTANCE:**

18.1 Upon set up of the Service, the City will test and evaluate same to ensure that it conforms, in the City's reasonable judgment, to the specifications outlined in the SOW or the Documentation. If the Service does not conform, the City will notify Contractor in writing within sixty (60) days. Contractor will, at its expense, repair or replace the nonconforming product within sixty (60) days after receipt of the City's notice of deficiency. The foregoing procedure will be repeated until the

City accepts or finally rejects the product, in whole or part, in its sole discretion. In the event that the Service does not perform to the City's satisfaction, the City reserves the right to repudiate acceptance. In the event that the City finally rejects the Service, or repudiates acceptance of it, Contractor will refund to the City all fees paid, if any, by the City with respect to the Service.

18.2 If the City is not satisfied with the Contractor's performance of the technology related services described in the SOW, the City will so notify Contractor within thirty (30) days after Contractor's performance thereof. Contractor will, at its own expense, re-perform the service within fifteen (15) days after receipt of City's notice of deficiency. The foregoing procedure will be repeated until City accepts or finally rejects the technology related service in its sole discretion. In the event that City finally rejects any technology related service, Contractor will refund to City all fees paid by City with respect to such technology related service.

19. **TERM:** The term of the Agreement is from April 1, 2018 through April 1, 2023.

20. **COMPENSATION AND PAYMENT:**

20.1 Fee: The fee for the Service and technology related services is described in Exhibit A (the "Fee"). The Fee shall be paid pursuant to the City's Prompt Payment Ordinance and in accordance with the Payment Milestones in Exhibit A.

20.2 Reimbursement Expenses: The fees specified above include all expenses, and no other expenses shall be separately reimbursed hereunder.

20.3 Invoicing: Contractor must submit an invoice which shall include the City contract number, clear identification of the deliverable that has been completed, and other information reasonably requested by the City. Payment on all uncontested amounts shall be made in accordance with the City's Prompt Payment Ordinance.

20.4 Maximum Contract Liability:

20.4.1 Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **FIVE HUNDRED AND FIFTY THOUSAND DOLLARS** (\$550,000.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in Exhibit A. Any services performed beyond those in Exhibit A are performed at Contractor's risk and without authorization under the Agreement.

20.4.2 The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash

reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

21. **STATUS OF CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.
22. **TERMINATION:**
 - 22.1 The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Contractor.
 - 22.2 Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees—are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor’s business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.
 - 22.3 Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.
23. **EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of the Contractor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations at our facility after proper notice.
24. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any action by either Party hereunder constitute or be construed to be a waiver by the other Party of any breach of covenant or default which may then exist on the part of the Party alleged to be in breach, and the non-breaching Party’s action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.
25. **INSURANCE:**

- 25.1 General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies is canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.
- 25.2 Proof of Insurance: Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit B, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City’s contract number be referenced on the Certificate. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor’s breach of this Agreement or of any of the City’s rights or remedies under this Agreement. The City’s Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- 25.3 Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor’s insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured..

- 25.4 Waiver of Subrogation: For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.
- 25.5 Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.
- 25.6 Workers' Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.
- 25.7 Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- 25.8 Business Automobile Liability: Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- 25.9 Technology Errors & Omissions: Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate.
- 25.10 Additional Provisions:
- 25.10.1 For Commercial General Liability, the policy must provide the following:
- 25.10.1.1 That this Agreement is an Insured Contract under the policy;

- 25.10.1.2 Defense costs are outside the limits of liability;
 - 25.10.1.3 A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
 - 25.10.1.4 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- 25.10.2 For claims-made coverage:
- 25.10.2.1 The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
 - 25.10.2.2 Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

26. REPRESENTATION AND WARRANTY: Contractor represents and warrants that:

- 26.1 The Service will conform to applicable specifications, operate in substantial compliance with applicable Documentation, and will be free from deficiencies and defects in materials, workmanship, design and/or performance;
- 26.2 all technology related services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards;
- 26.3 all technology related services will conform to applicable specifications and the Exhibits attached hereto;
- 26.4 it has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the City all rights with respect to the software and services free and clear from any and all liens, adverse claims, encumbrances and interests of any Third Party;
- 26.5 there are no pending or threatened lawsuits, claims, disputes or actions: (i) alleging that any software or service infringes, violates or misappropriates any Third Party rights; or (ii) adversely affecting any software, service or supplier's ability to perform its obligations hereunder;
- 26.6 the Service will not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any Third Party;

26.7 the software and Service will contain no malicious or disabling code that is intended to damage, destroy or destructively alter software, hardware, systems or data.

27. DEFENSE AND INDEMNIFICATION:

- 27.1 Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.
- 27.2 Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.
- 27.3 Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.
- 27.4 Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.
- 27.5 Contractor will, at Contractor's expense, indemnify, defend and hold harmless the City, its officers, agents and employees from and against any loss, cost, expense or liability (including but not limited to attorney’s fees and awarded damages) arising out of a claim that the Services, or their use by the City, infringe, violate or misappropriate a patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any Third Party. The City will promptly notify Contractor in writing of any claim and cooperate with Contractor and its legal counsel in the defense thereof. Contractor may in its discretion (i) contest, (ii) settle, (iii) procure for the City the right to continue using the Software, or (iv) modify or replace the infringing Service so that it no longer infringes (as long

as the functionality and performance are not degraded as reasonably determined by the City). The City may participate in the defense of such action at its own expense. If Contractor concludes in its reasonable judgment that none of the foregoing options are commercially reasonable, then Contractor may terminate the Agreement and refund the City any unused portion of the fees paid by the City.

- 27.6 This defense and indemnification obligation shall survive the expiration or termination of this Agreement.
28. **COLORADO GOVERNMENTAL IMMUNITY ACT:** The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. (2003).
29. **TAXES, CHARGES AND PENALTIES:** The City shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein, except for any additional amounts which the City may be required to pay under D.R.M.C. § 20-107 to § 20-115.
30. **ASSIGNMENT; SUBCONTRACTING:** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Manager's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. The Manager has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.
31. **NO THIRD PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.
32. **NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.
33. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement

in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

34. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

35. CONFLICT OF INTEREST:

35.1 No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

35.2 The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

36. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Chief Information Officer or Designee
201 West Colfax Avenue, Dept. 301
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses

where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

37. **GOVERNING LAW; VENUE**: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District. Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.
38. **NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under this contract, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.
39. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS**: Contractor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Contractor from City facilities or participating in City operations.
40. **LEGAL AUTHORITY**: Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
41. **NO CONSTRUCTION AGAINST DRAFTING PARTY**: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

42. **ORDER OF PRECEDENCE**: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.
43. **SURVIVAL OF CERTAIN PROVISIONS**: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
44. **INUREMENT**: The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.
45. **TIME IS OF THE ESSENCE**: The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
46. **FORCE MAJEURE**: Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unreasonable unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other party or its officers, directors, employees, agents, Contractors or elected officials and/or other substantially similar occurrences beyond the party's reasonable control ("Excusable Delay") herein. In the event of any such Excusable Delay, time for performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay.
47. **PARAGRAPH HEADINGS**: The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.
48. **CITY EXECUTION OF AGREEMENT**: This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.
49. **COUNTERPARTS OF THIS AGREEMENT**: This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.
50. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the

admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

51. **ADVERTISING AND PUBLIC DISCLOSURE**: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

52. **ON-LINE AGREEMENT DISCLAIMER**. Any 'click-wrap' agreement, terms of use, electronic acceptance or other terms and conditions which attempt to govern the subject matter of this Agreement that either party might be required to acknowledge or accept before or after entering into this Agreement are of no force and effect as between the City and Contractor and are superseded by this Agreement.

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Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____


By _____

By _____



Contract Control Number: TECHS-201737523-00

Contractor Name: VertiQ Software, LLC.

By: _____ 

Name: Anthony Kessel
(please print)

Title: CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)





City and County of Denver

Technology Services

Statement of Work (SOW)

for

Office of Medical Examiner

Case Management System

[CCD - OME CMS - SOW - V1_0]

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1. Revision History

Date	Modified By	Version	Revision Comments
07/05/201	G. Brown	1.0	Initial draft
07/10/201	P. Lomanto	2.0	2 nd draft
07/20/17	CCD	3.0	
07/31/17	P. Lomanto	4.0	
8/22/17	P. Lomanto	5.0	
9/5/17	P. Lomanto	6.0	Final SOW meeting 9/5/17

2. Overview

The mission of the City's Office of the Medical Examiner (OME) is to establish credibility in death investigation in a system that will operate efficiently and serve the needs of the department and the community.

OME provides guidance and support to the County Medical Examiner who must investigate any and all violent, suspicious, and unexpected natural deaths that occur within this jurisdiction. OME also provides forensic autopsy, investigative, and consultative services when requested to do so by County Medical Examiner personnel and law enforcement agencies. The ultimate goal of the forensic investigation and autopsy is to develop logical, scientific, and unbiased information necessary to determine the cause and manner of death for proper and accurate completion of the death certificate. The autopsy report, evidence collected, and court testimony provided are critical to both civil court and murder trials.

3. Project Management

3.1 Project Objectives of CCD

There are several core business needs driving the decision to pursue a workflow-driven, scalable Coroner/Medical Examiner Case Management System. The solution will enable OME to meet the following objectives:

1. Access the Case Management System from supported web browsers on both desktop machines and mobile devices.
2. Retain detailed demographic and death investigation information in a centralized and easily accessible system.
3. Automate and customize the workflow for death investigations, administrative functions and case management.
4. Utilize security with user level access controls.
5. Have an auditing trail and version control process in place to monitor changes to case files.
6. Easily create, search, retrieve and check case status.
7. Access system reports and define custom reports.
8. Schedule and run automated reports. *(planned for future development)*
9. Easily print and email forms.
10. Quickly import and export data and image files.
11. Search case files using wild card, full and partial text, date, case number
12. Manage property, evidence, and decedent and specimen movement using automated workflows and integrated barcode technology.

13. Allow the public to view limited case information. *(planned for future development)*
14. Allow hospice centers to input expected death information into the system.
15. Meet or exceed National Association of Medical Examiners (NAME) accreditation requirements.

Project Objectives of VertIQ Software LLC

Our objective is to supply Denver County Medical Examiner with our most up to date application available through a cloud hosted solution designed for a Medical Examiner agency, incorporating the requirements as outlined in Vendor’s response to RFP 28290.

3.2 Project Team

Role	Organization	Name	Contact Information	
Business Sponsor	City and County of Denver	Steven Castro	Phone:	720-337-7622
			Email:	Steven.Castro@denvergov.org
Technology Services Sponsor		Chad Mitchell	Phone:	720-913-4953
			Email:	Chad.Mitchell@denvergov.org
Enterprise Architect		<TBD>	Phone:	
			Email:	
Project Manager		<TBD>		
Systems Analyst(s)		<TBD>	Phone:	
			Email:	
			Phone:	
			Email:	
Project Manager - Development	VertiQ Software LLC	Anthony Kessel	Phone:	408-778-0608
			Email:	Anthony@vertiq.com
Project Team – Report Dev, Data Conversions	VertiQ Software LLC	David Koutz	Phone:	408-778-0608
			Email:	david@vertiq.com
Project Team – Chief Product Engineer - Dev	VertiQ Software LLC	Fabian Valli	Phone:	408-778-0608
			Email:	fabian@vertiq.com
Project Team – Training, product testing	VertiQ Software LLC	Cheryl Rossi	Phone:	408-778-0608
			Email:	cheryl@vertiq.com
Project Team – Project Administration	VertiQ Software LLC	Paula Lomanto	Phone:	408-778-0608

Role	Organization	Name	Contact Information	
			Email:	paula@vertiq.com
Project Team – Accounting Manager	VertiQ Software LLC	Debbie Dunwoodie	Phone:	408-778-0608
			Email:	Debbie@vertiq.com

3.3 Project Implementation

Step 1 –Initiation

Upon review of Vendor’s work queue following contract signing, vendor will work with the CCD project manager to define a start date for this project and schedule a kick off meeting.

A Kick-Off Meeting via WebEx and Conference bridge will be held to provide an overview of the project, project objectives, success criteria and metrics, project team roles and responsibilities, the communications plan as well as high level Project Schedule/Work Plan with key tasks, dates, milestones, deliverables descriptions, and County and vendor staffing requirements to ensure a successful “go live” date.

Deliverables: Kick-Off Meeting, Requirements, Project Charter, High level budget/resource

Step 2 – Planning

A number of activities will take place to shape the project and align us for a successful implementation. These tasks include fit-gap analysis, project team engagement, service desk engagement, procurement management (H/W, O/S, DB, Storage, etc.) as well as establishing the authority to operate.

Deliverables: Project Schedule, WBS, Project Management Plan, Communications Plan, Resource Plan, Project Budget, Risk & Issue Registry

Step 3 – Execution This Phase shall cover the implementation and configuration of the system as well as development to meet the needs of the customer within the confines of project scope, schedule and budget and what was outlined and quoted for in the RFP including data conversion. Once the system has been implemented and smoke tested by the vendor and technical resources the system can then be tested according to the test plan and test scripts developed earlier in this phase and the planning phase.

System Testing and Acceptance 1) Upon determination by VertiQ that the System has been successfully installed in a test environment setup in the hosted environment and performs in accordance with the provisions of the Agreement and the System documentation, the County shall commence a thirty (30) day System Testing and Acceptance period (“Testing Period”). 2) The County will notify VertiQ of any defects or deficiencies identified during the Testing Period and VertiQ will correct the defects and deficiencies or present a plan acceptable to the County that addresses the deficiencies in a time period agreed to by the parties. 3) Upon resolution of all defects and deficiencies identified during the Testing Period, completion of training, and receipt of training and System materials and documentation, the County will provide written System Acceptance to VertiQ.

Deliverables: Completely developed and configured System installed in a test environment; testing defect report with all defects showing fixed, passed and accepted by the County updates to System functionality documentation

Deliverables: Test Plan, Training Management Plan, User Acceptance Test Plan (UAT), Deployment Plan, Maintenance and support plan & documentation, Successful deployment of the solution in the production environment

Training When the System is ready for use in a production environment and prior to “go live”, VertiQ shall provide train the trainer and system administrator training on site. All training courses provided by VertiQ will be taught by a VertiQ team member proficient in the application.

Deliverables: System administrator training, end user training and training manuals

Deployment Upon receipt of the County’s System Acceptance and upon completion of training and all other pre-deployment services, VertiQ will fully deploy the System in a production environment on the County hosted server accessible to all user groups.

Step 4 – Monitoring and Control

Deliverables: status reports, meeting minutes, updates to all previous artifacts, ongoing risk, issues and dependency logs

Step 5 – Closing

Deliverables: Formal acceptance, Lessons Learned, Project Closure documents, Customer satisfaction Survey

3.4 Project Timeline and Milestone Payment Schedule

Tasks to be performed by Denver City/County (Client) and VertiQ (VQ)	Responsible Party	Estimated Date/Time	Milestone Payment Schedule
Contract signing	VQ/ Client		
Kick-off meeting within 60 days	VQ/ Client	60 days	1
Set up application on hosted server for further analysis and requirements gathering	VQ	TBD	1
Perform walkthrough of application for analysis team	VQ/ Client		1
Review application for purposes of more detailed analysis by Client based on RFP Requirements	VQ/ Client		2
System Administrator training to allow for: <ul style="list-style-type: none"> ○ Set up users and roles ○ Create menus for all roles ○ Create Customized drop down lists for all drop downs ○ Create and edit system help, 	VQ/ Client	Following install	2

tooltip and captions ○ Overview of the application			
Design Meeting review of Requirements; create/edit forms, reports, data conversion mapping and setup	VQ/ Client	2 weeks	2
Create WORK REQUIREMENTS DOCUMENT (WRD) with timeline of below tasks	VQ	1 week	2
Deliver WORK REQUIREMENTS DOCUMENT (WRD) to Client	VQ		2
Client to review WORK REQUIREMENTS DOCUMENT (WRD)	Client	3 weeks	2
Potential meeting for WORK REQUIREMENTS DOCUMENT (WRD) questions and changes	VQ/ Client		2
Update WORK REQUIREMENTS DOCUMENT (WRD) document and deliver to client	VQ		2
Client WORK REQUIREMENTS DOCUMENT (WRD) acceptance sign off	Client	3 weeks	2
Build Forms and Reconfigure application from WORK REQUIREMENTS DOCUMENT (WRD), test	VQ	2 months	3
Build Reports based on new development WORK REQUIREMENTS DOCUMENT (WRD), test		1 month	3
Data Conversion based on new development from WORK REQUIREMENTS DOCUMENT (WRD), test		1 month	3
1 st Delivery to Client	VQ		3
1 st Review Forms, Reports and Data Conversion	Client	4 weeks (30 days)	3
Potential meeting to discuss issues	VQ/ Client		3
Changes to Forms, Reports and Data Conversion, test	VQ	1 week	3
2 nd Delivery updated Forms, Reports and Data Conversion	VQ		3
2 nd Review Forms, Reports and Data Conversion	Client	2 weeks	3
Potential meeting to discuss issues	VQ/ Client		3

Changes to Forms, Reports and Data Conversion, test	VQ	1 week	3
Potential 3 rd Delivery updated Forms, Reports and Data Conversion	VQ		3
Potential 3rd Review and Sign off on Forms, Reports and Data Conversion	Client	TBD by Client	3
Install of Denver's CME-V3 application on training environment			4
End User Training	VQ/Client	1 week	4
Sign off on workstation/device testing	Client		4
Final Conversion and Sign off on go live checklist	Client	1 week	5
Install of Denver's CME-V3 application in production environment GO LIVE	VQ/ Client		5
Post Go Live support	VQ/ Client		5

4. Payment Terms

4.1 Contract Pricing

Pricing detail below is inclusive of the annual hosted fee plus storage of legacy images and documents based on a 5 year subscription. The CME Hosted Fee provides for unlimited storage of the database. Documents and Images whether legacy or new will have a separate storage fee for the term of the contract.

*This fee is subject to change depending on the amount of legacy and projected storage that was anticipated at the time of contract. You will be notified if you are getting close to your limit. Excess storage current costs are \$.39/Gb. Annual amount is currently only available for legacy storage. Projected annual amounts are TBD.

These amounts include any and all general expenses incurred for any reasonable and customary travel expenses incurred during the performance of services of on-site requirements gathering meeting and end user training (if on-site is decided) under this SOW.

Table 1

Vendor Pricing		Revised pricing 8/17/17				
Software / Services	Cost - Year 1	Year 2	Year 3	Year 4	Year 5	Vendor Explanation & Assumptions
Application Integration Costs						
NMS Labs Module	\$6,000					Application would need to be customized to your specific requirements for the integration which already exists in our product;
GER Integration						REMOVED PER STEVE CASTRO 8/1/17

OME Metadata export - one time setup fee	\$4,200					Assumptions/conditions: <ul style="list-style-type: none"> • Only fields existing in the application will be exported • The complete case pdf file will be generated by the app base on an existing report • The data will be generated in XML format • The transmission will be done using HTTPS or FPTS for both, the XML data and the PDF file
Other - RBD - TBD	\$ -					Chargeable at our per diem rate of \$1400
Subtotal	\$10,200					
Software Build and Configure Costs*						
Standard services in order to put system into production: SEE BELOW						
SOW Costs including onsite requirements gathering, SOW preparation, Test plan, Testing, Support for putting the system into production	77,400					
Forms customization/configuration based on further review of the CME application	Duration: TBD Rate \$175/hr					
Report Development based on 60 report samples received 4/21/17 - 25 - 30 days	\$42,000					
Annual Report based on sample received including charts, graphs, text	\$46,200					

Report Development for Denver to upload to the hosted server including training against CME tables	\$9,800					
Authentication with City Oracle IDM	\$7,000					
Data Encryption At REST - see notes						Data at rest can be encrypted using MS SQL Server transparent Data Encryption technology for which the customer will have to buy the appropriate Microsoft licenses.
RFP Appendix 2 Technical Requirements - not including items that need additional clarification and configuration requests submitted with requirements 4/21/17 adjusted 8/17/17	\$26,775					Exhibit B Itemized list included as separate spreadsheet – adjusted 8/17/17
Forms customization/configuration based on missing forms or fields from current database to CME-V3	\$2,800					
Are there any additional costs for on-premise peripherals?						We do not sell hardware however peripherals may include barcode scanners and printers. A barcode hardware sample was sent with original Response
Printing Capability	\$ -					All canned reports print to PDF; grids can be saved to Excel
Subtotal	\$211,975					
Data Migration Costs						
Current SQL Database based on SQL tables submitted 4/21/17	\$21,000					

ME is currently anticipating 800GB - 1TB worth of data after historical capture,	\$7,000					
OME currently stores over 374GB in photos (60,000 image files) Amount as submitted in the original RFP received 5/1/2016	\$7,000					
Subtotal	\$35,000					
Storage (data and video) Costs						
ME is currently anticipating 800GB - 1TB worth of data after historical capture	\$4,792	\$ -	\$ -	\$ -	\$ -	This is an annual fee.
OME currently stores over 374GB in photos (60,000 image files) as submitted in the original RFP received 5/1/2016 your storage fees will go into effect upon installation of stored data, images, documents on the hosted server	\$1,750	\$ -	\$ -	\$ -	\$ -	This is an annual fee based on storage of existing images as submitted in the original RFP received 5/1/2016. Final storage costs will be based on the number of Gb of images submitted at the time of images migration.
Additional storage that may exceed data allowance chargeable (Clarity see comment)	Growth TBD	\$ -	\$ -	\$ -	\$ -	The CME Hosted Fee provides for unlimited storage of the database. Documents and Images whether legacy or new will have a separate storage fee for the term of the contract. This fee is subject to change depending on the amount of legacy and projected storage that was anticipated at the time of contract. You will be notified if you are getting close to your limit. Excess storage current costs are \$.39/Gb. Annual amounts are currently only available for legacy storage. Projected

						annual amounts are TBD.
Subtotal	\$6,542	\$ -	\$ -	\$ -	\$ -	
Additional Modules/Services Costs						
Services are based on a per diem rate of \$1400	\$ -	\$ -	\$ -	\$ -	\$ -	
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	
SAAS Subscription Cost (if applicable)						
Annual hosted fee based on a 5 year subscription for 20 users - refer to Vendor's hosted agreement	\$33,000	\$33,000	\$33,000	\$33,000	\$33,000	You are licensed to use the product as long as you are on the 5 year subscription. Fees will only increase if addition of more users or additional storage would be necessary.
*You will be charged for 2 users, \$300 monthly, upon installation of the application on a test environment on the hosted server until moved into production.						
Annual hosted fee for additional 5 users	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	
If encrypted storage is required you will need to purchase additional SQL licenses		\$ -	\$ -	\$ -	\$ -	based on City Agreement Item 4.29
Are there any additional costs for High Availability (HA)						We can support HA with Azure hosting configuration.
Additional costs for Disaster Recovery: RTO is no more than 12 hours (Outage); RPO is no more than 15 minutes (Data Loss)						This requirement is met currently.

Costs for returning data should Denver move from VertiQ hosted solution after the 5 year term of contract would entail shipping and bandwidth costs if Denver supplies an encrypted drive for shipping.	\$ -	\$ -	\$ -	\$ -	\$ -	
Subtotal	\$ 39,000	\$39,000	\$39,000	\$39,000	\$39,000	
Software / Technical Support and Maintenance						
included in hosted fee						
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	
Training						
Train the Trainer prior to Go-Live for them to provide End User training	\$9,735					based on 5 days on site, train the trainer training including travel as per conference call 8/15/17
System Administrator Training	\$2,800					2 days of Sys Admin WebEx training
On-going Training		\$ -	\$ -	\$ -	\$ -	Available at our hourly rate of \$175
Subtotal	\$12,535	\$ -	\$ -	\$ -	\$ -	
Other Costs						
Project Total	\$315,252*					

4.2 Financial Breakouts

4.2.1 Year 1 Payment Schedule and Milestones.

Vendor will perform the Services on a per milestone completion payment basis (See *Table 1: Project Timeline and Milestone Payment Schedule pg 6*) based on: the nature and scope of the Services and associated requirements the expected staffing requirements, project schedule, Vendor and City's roles and responsibilities and the other assumptions set forth in this SOW.

M#	Milestones	Percentage Of Payment (%)	Payment Amount (\$USD)
M01	Hosted Environment Initialization		You will be charged for 2 users, \$300 monthly, upon installation of the application on test environment of the hosted server until moved into production.
M02	Planning and Analysis upon CCD sign-off	0.12	\$38,200
M03	Build and Configure/ Data Conversion/Testing upon CCD sign-off	0.69	\$218,975
M04	Training and Documentation Deployment	0.04	\$12,535
M05	Final data conversion, Moving into production and Go-Live – 1 st hosted fee	0.14	45,542*
Totals:		100	\$315,252

Monthly Progress Reports will be provided, outlining advancements made during the timeframe in accordance with the Milestones achieved within each respective phase. All Project Deliverables will require signoff from City prior to payment.

Table 2: Year 2 – 5 Payment Matrix

Payment schedule based on go-live date TBD unless otherwise specified to be fiscal year

4.2.2 Detailed Subscription Costs

	Component	Cost (\$USD)
1	SAAS Subscription Cost: Annual hosted fee based on a 5 year subscription for 20 users – refer to Vendor’s hosted agreement. Note: CCD is licensed to use the product as long as on a 5 year subscription. Fees will only increase if addition of more users or additional storage would be necessary. Annual subscription costs may increase by a maximum of 3% starting with year 6.	33,000

Component		Cost (\$USD)
2	Licensing, Maintenance & Support – Vendor Solution : Annual hosted fee for additional 5 users	6,000
3	Annual storage fees for legacy images and documents	6,542
4	Projected annual storage fees for new images and documents TBD	TBD
Total:		
		\$45,542*

Post CSD Bill Cycle	Billing Month	Payment Amount (\$)
1	CSD +12 months	\$45,542*
2	CSD +24 months	\$45,542*
3	CSD +36 months	\$45,542*
4	CSD +60 months	\$45,542*
Total:		\$182,168*

* The CME Hosted Fee provides for unlimited storage of the database. Documents and Images whether legacy or new will have a separate storage fee for the term of the contract. This fee is subject to change depending on the amount of legacy and projected storage that was anticipated at the time of contract. You will be notified if you are getting close to your limit. Excess storage current costs are \$.39/Gb. *Annual amounts are currently only available for legacy storage. Projected annual amounts are TBD.*

Exhibit B

Reference #	Functional Requirement	Out of the Box	With Configuration	With Custom Programming	Vendor Response	Dev Time	Associated Costs
1	The system must be able to capture and report on the following as related to a Coroner's death investigation:						
1a	Demographic data of the deceased	X			This information is included as part of the COTS application		
1b	Scene of death information	X			This information is included as part of the COTS application		
1c	Medical History	X			This information is included as part of the COTS application		
1d	Medication information (prescription and non-prescription)	X			This information is included as part of the COTS application		
1e	Examination related data	X			This information is included as part of the COTS application		
1f	Autopsy related data	X			This information is included as part of the COTS application		
1g	Toxicology testing, results and status (date submitted, time held).	X			This information is included as part of the COTS application		

1h	Cause and manner of death (include injury type and suicide information)	X			This information is included as part of the COTS application		
1j	Vehicle information	X			This information is included as part of the COTS application		
1k	Weapons information	X			This information is included as part of the COTS application		
1l	Chain of custody related to personal effects and valuables	X			This information is included as part of the COTS application		
1m	Body disposition	X			This information is included as part of the COTS application		
1n	Next of kin information				This information is included as part of the COTS application		
2	The system shall support no fewer than 30 concurrent users and is scalable.	X			The system can support this many users and more.		
3	Multiple user roles (e.g. investigator, pathologist) can contribute information to a case.	X			This information is included as part of the COTS application		
4	The system supports the City and County's case number format (4 digit year, 4 digit case number, 2 digit investigator number--i.e., 2015-1873-02)	X			This information is included as part of the COTS application Up to 250 characters can be accommodated. We also allow for prefixes to case number at your discretion		
5	The system can capture, store and link images, documents, and PDF files to case records.	X			This information is included as part of the COTS application. There is a file management module that will store any file extension. User must have the software installed to view and edit the stored files.		

6	System shall enable 24/7/365 unlimited access from any computer with Internet access.	X			Yes, Internet access and a browser that is HTML 5 compliant		
7	Addresses of frequently used locations (hospitals, funeral homes, etc.) can be automatically populated when the location is selected during data entry.	X			This information is included as part of the COTS application. Once information is input and saved as an Organization all information will auto-populate and or display for the user		
8	Commonly used terms (Office of the Medical Examiner, Death Certificate, etc.) can be automatically populated when selected during data entry.	X			This information is included as part of the COTS application		
9	The system has spell check.	X			The system works with html 5 browsers which can include spell check.		
10	The system shows the status of a case based on user defined criteria.	X			Yes, all field dropdowns care user defined		
11	The system shows status of workflow tasks based on user defined criteria.	X			Yes, all tasks are user defined		
12	The system shall support alerts/reminders based on business rules and user defined criteria.	X			System supports alerts. These will be outlined in a WORK REQUIREMENTS DOCUMENT (WRD) of criteria from the ME office upon review of the application		
13	The end user is able to define the fields for case status, task status.	X			An End User with System Administrator rights can define these fields		

14	The end user can add new selection list items for drop down menus (e.g., new drugs, medical terms).	X			An End User with System Administrator rights can add new list items		
15	The system supports digital signatures and digital signature pads.	X			Yes, digital signatures are supported; lpads, mobile phones, pc's – any touch device that can scan a QR code. 8/15/17 removed configuration per Steve Castro in conf call as will not be using signature pads.		
16	The system allows end users to create new reports.	X	X		End Users can create new reports given the table structure of the application. Otherwise there are several ways of attaining reports within the application via grids, case log, search and statistics forms		
22	The system has the ability to create custom reports.	X	X		There are several ways of attaining reports within the application via grids, case log, search and statistics forms		
17	The system shall allow report data to be exported to .CSV and Excel formats.	X			Excel yes .csv will require further work and cost would be dependent upon number of reports 8/16/17 per Steve Castro, Excel will be fine (CSV is not needed)		
18	The system allows end users to modify existing reports.	X	X		Based on email correspondence 8/16/17 Since the report development is only accessible by us on the hosted server, we can adjust those reports for you at no charge as these are minor changes. It does not need to change every time the report is ran. Yes we would need to change it if a doctor leaves		

					<p>our agency or a piece of that report would no longer be valid. Another example: NAME accreditation symbol might change as they are going to ISO standards. Can we change that or would it require the assistance of VertiQ personnel?</p> <p>Regarding #18, does this have the potential of every time you run the report a different doctor's information is needed or is in the case of a doctor leaving your agency that may have his information on the report already and that information then needs to be changed on that particular report?</p> <p>Example: We have a doctor, phone # or address change on top of a Verification of Death or a Request for Records. Can we do this without a call to VertiQ?</p>		
19	The system can generate autopsy reports. These reports can be saved in a Microsoft Word and PDF formats.	X			Yes		
	The system can generate reports in multiple formats based on a key flag, such as a specific Doctor	X			Yes		

20	The system allows end users to schedule reports to run at user specified intervals.	X			Not at this time		
21	The system allows reports to be viewed prior to printing.	X			yes, reports can be viewed prior to printing		
23	The system can generate statistical reports based on several different filtering options. (e.g., percent of deaths due to traffic accidents, deaths due to specific drug combinations).	X			yes, there are various forms that can be used to filter data for statistical reports including a separate statistics building mechanism that is under development for the purpose of developing Annual Reports.		
24	The system user data entry screens can be customized by system administrators who do not have IT experience.	X	X		A system administrator has the ability to change labels of fields, sections, forms, menu items. They cannot create new fields or forms. There are also configuration options in the system admin menu for changing pre-determined criteria.		
25	The application search fields allow for wild cards.	X					
26	The user can search the entire case files for words or phrases.		X		this can be done for a cost	60	\$10500
27	The user can search by date or partial dates.	X	X		Dates can be searched; partial dates will require configuration per Steve Castro, not needed as 326 should cover this		
28	The system allows for remote access for authorized users.	X					
29	The system is able to track bodies, specimens, and property via barcodes.	X					

30	Barcode and QR code generation, printing, scanning and tracking is integrated into the system.	X	X		QR code is currently can be setup in lieu of barcode you will need to advise which reports to get this feature 8/15/17 per Steve Castro in conf call will use barcode only		
31	The system can generate and send e-mail from the application.	X	X		Document request email automation: When a user creates a document request with transport method being email, they will be able to choose either case specific reports or case specific images. System will place reports/images into a folder and provide a link in the menu to download them.	16	\$2800
32	The system can attach PDF and image files to e-mails to be sent to internal and external addresses via the City's Exchange environment directly from within the tool.	-	-	X	as #31		
33	The system can support user level access control (read, write, update, delete).	X			yes, users can be set up with these levels of access within their menu		
34	The system supports role based security.	X			yes.		
35	The system allows creation of custom roles.	X			Roles can be created by a user with system administrator rights.		
36	The system provides an audit trail of changes by date, user and change type.	X			There is an audit trail that records all entries. It can be sorted and filtered within the form for specific information		

37	The system has document versioning capabilities.						
38	The system can track and report on expenses related to cases.	X			There is a billing form for tracking and generating a report for billables. The billables can be defined by the end user.		
40	The system has an auto save function--it will automatically save work at a set interval. (eg. Every 5 minutes)			X	Will require customization	40	\$7000
41	The system has the ability for external entities, such as hospice centers to enter and report information.	X			Yes, there is a pre-death form that can be accessed by hospice agency(s). Upon death, that form can be used to setup death case. Access will require use of a concurrent user license and will require setup in System Admin for login and access limitations		
42	The system has integration with NMS Labs.	X	X		Yes this system has integration with NMS Labs. If in-house will require co-operation from your IT as to how data will be transmitted Removed 8 hrs as going hosted not in-house	1	\$175
43	The system has an integrated help system or tool tips provided.	X			There is HELP associated with each screen as well as GENERAL HELP which outlines the basic features of appearance and grid filtering. There are also tooltips. All of these except GENERAL HELP can be edited by a user with system administrator rights		
44	The system shall generate agency-specific forms.	X	X		To be determined by WRD		
	From conf call 4/6/17; response 4/21/17						

<p>Decedent Body Release: After autopsy, we will attach a bracelet on the decedent that has Name, Date of Birth (DOB), Positive ID, effects, case number, and a bar code. Upon release to a mortuary we will scan barcode and an error will occur if the body is not ready for release based upon case management system field completion.</p>					6	\$1050
<p>Steve indicated that for Evidence/clothing they need the item to be descriptive not just a number; ie field 'shoe' = 1 vs '1 black dress shoe size 10' –They currently do not keep track of the number of items, but want to capture the description of the clothing items</p>					15	\$2625
<p>Missing Persons – we do not at this time have a way of tracking calls on missing persons who are not set up as a case. This may be something that could come about in the future. Lets get into the missing person information capturing at a later time.</p>					0	0

	Configuration based on review of data tables from SQL database submitted for conversion						
	Estimate addition of 2 forms					8	\$1400
	Estimate addition of 30 fields					8	\$1400
	Estimated Configuration Hours					153	\$26,775
	Estimated Configuration Days					19.1	



EXHIBIT J-2

Reference
REQUEST FOR PROPOSAL 28290 Exhibit 1 Pricing
CORONER / MEDICAL EXAMINER CASE MANAGEMENT SYSTEM

Product: CME Hosted

CME Hosted is an “off the shelf” case management program offered via Software as a Service (SAAS) and was designed to be an alternative to a customized CME residing on servers at the Customer’s location. **As a CME Hosted customer, you are not purchasing a perpetual license to the Program.** You are granted a non-exclusive, annually renewable right to use the Program. CME Hosted customer’s annual usage fee includes any VertiQ Updates to the application, initial usage training and ongoing support and complete set up specifically for their agency.

# of Concurrent Users	Annual Fee
__ Users	refer to Exhibit 1 Cost Proposal
<i>User(s)” means Customer employees, representatives, consultants, contractors, or agents who are authorized to use the Service and have been supplied user identifications and passwords by Customer (or by Vendor at Customer’s request) each of which must be individual and not shared.</i>	
Legacy Documents/Images Storage Fees	refer to Exhibit 1 Cost Proposal
1 st Annual growth increase	refer to Exhibit 1 Cost Proposal

DATA STORAGE LIMITS:

The CME Hosted Fee provides for unlimited storage of the database. Documents and Images whether legacy or new will have a separate storage fee for the term of the contract. This fee is subject to change depending on the amount of legacy and projected storage that was anticipated at the time of contract. You will be notified if you are getting close to your limit.

DURATION OF TERM

Customer agrees to an initial Term of 5 years (60 months), during which no rate or fee increases shall occur, except to the extent Customer may add new users or projected data storage limits are exceeded. The charge for the new user will be equal to the then current user fee in effect at the time of renewal times the number of new users. There after automatically renewing for successive one-year terms at Vendor’s then current fees, unless terminated by either Customer or VertiQ pursuant to Section 10 of the Agreement.

INCLUDED SERVICES**

- Logos and Personnel report alterations specific to your agency

- System Administrator training via WebEx for up to 8 hours will allow you to:
 - Set up users and roles
 - Create menus for all roles
 - Create Customized drop down lists for all drop downs
 - Create and edit system help, tooltip and captions
 - Overview of the application

ADDITIONAL SERVICES

There may be a need to provide additional services for you. These services will be quoted separately at our current per diem rate of \$1400 or \$175/hour. Payment for services is due upon completion of the specific service item and receipt of invoice.

Conversion: Due to unknown structure of the source database, we have limited the conversion to specific fields necessary for statistical information. VertiQ will map the key data elements from the old system to the new based upon your field selection. VertiQ will perform a trial conversion of the existing data including; SSIS kit setup, mapping fields, internal run and testing, adjustment and final conversion.

Prior to the final conversion you will be required to sign off on the converted data and system changes.

Customization: Upon further review of the CME-V3 system, you may want to implement some modifications. Such modifications upon review will be completed by VertiQ at our per diem rate. Customization will require establishment of an SOW (Statement of Work) to be approved by both parties. Upon establishment of an SOW, development will be scheduled and then installed on your server. VertiQ will allow you 15 days to review the modifications for sign off once it has been installed on your server. If you are non-responsive, it will be assumed to be approved and you will be invoiced for services performed.

Report development: We support the use of Microsoft SQL Reporting Services (SRS) for report development. SRS is a free report writing tool with extensive functionality.

CME includes a set of “canned” reports. Any additional reports deemed necessary by you to be designed by VertiQ or integrated with another report service will be chargeable at our per diem rate.

Our current Per Diem Rate for Services is \$1,400 per day (\$175 per hour) plus reasonable travel and related costs. We estimate that 1 visit should be sufficient for this project and have included a cost estimate for travel and related costs.

Estimated Services – refer to Exhibit 1 Cost Proposal






Payment Terms

1. Two (2) users will be invoiced monthly upon installation of the application on our hosted server for your review purposes. Your first full Annual Fee shall be invoiced upon go live.
2. Storage Fees will be charged to you upon installation of data on hosted server
3. Payment for services is due upon completion of the specific service item and receipt of invoice.

All invoices from VertiQ shall be due and payable within thirty (30) days of the date of each invoice.

HARDWARE AND SOFTWARE REQUIRED:

Server Requirements: None – Fully Hosted

Browser (*) \ OS	Windows	Mac OS	Linux	Mobile
 Internet Explorer	11.0+	-	-	if HTML5 compliant
 Firefox	3.6+	3.6+	3.6+	if HTML5 compliant
 Chrome	20+	20+	20+	if HTML5 compliant
 Opera	10+	10+	10+	if HTML5 compliant
 Safari	4.0+	4.0+	-	if HTML5 compliant

Notes:

- Browser with no HTML 5 support may have limited or reduced functionality
- Browser must have Javascript support enabled
- Browsers in Beta stage are not supported
- Discontinued browsers (IE for Mac, Netscape) are not supported

The client workstation should have installed the appropriated software in order to display, edit and/or print files (PDF, Word, images, etc) that may be stored or generated in the server.

Exhibit D

Project Change Request Form

The following form must be completed with all project change requests. All *applicable* fields must be completed to be considered for implementation.

Project Title:

Date Prepared:

Person Requesting Change:

Change Number:

Category of Change:

Scope

Quality

Requirements

Cost

Schedule

Documents

Detailed Description of Proposed Change

Justification for Proposed Change

Impacts of Change

Scope

Increase

Decrease

Modify

Description:

<u>Requirements</u>	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input type="checkbox"/> Modify
Description:			

Cost	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input type="checkbox"/> Modify
Description:			
Schedule	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input type="checkbox"/> Modify
Description:			
Stakeholder Impact	<input type="checkbox"/> High risk	<input type="checkbox"/> Low risk	<input type="checkbox"/> Medium risk
Description:			
Project Documents			

[Comments](#)

[Disposition](#) Approve Defer Reject

[Justification](#)

Change Control Board Signatures, if required

Name	Role	Signature

Date: _____

4. Acceptance Certificate

Client: City of Denver
Project: Agency
Initiated By: Technology Services

Date: _____

Milestone Reference:

Type: Final

Description:

The above _____ has been reviewed by the City and fully meets all deliverables and requirements pertaining to its completion as outlined in the entirety of the Statement of Work (SOW) and is hereby considered as having passed the acceptance criteria specified by City.

City Representative

Date

City Project Manager

Date

Vendor Project Manager

Date

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC PO Box 85638 San Diego, CA 92186	CONTACT NAME: Elias Yousof
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	INSURER(S) AFFORDING COVERAGE
	INSURER A : Federal Insurance Company
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

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P.O. Box 787
Morgan Hill, CA 95037

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	35315902	08/01/2017	08/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	73505756	08/01/2017	08/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$	X		79886756	08/01/2017	08/01/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	71719538	08/01/2017	08/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Network Tech E&O Liability Claims Made			35315902	08/01/2017	08/01/2018	\$3,000,000 Aggregate \$50,000 Deductible 08/01/1998 Retro Date

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract# **TECHS-201737523**

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured with respects to the General Liability.

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver
Department of Technology
Services
201 W. Colfax Ave. Dept. 301
Denver, CO 80202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Elias Yousof

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Endorsement

Policy Period 08/01/2017 TO 08/01/2018

Policy Number 35315902

Insured CompuTrust Software/VertiQ Software LLC

Name of Company FEDERAL INSURANCE COMPANY

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

City and County of Denver

Department of Technology
Services
201 W. Colfax Ave. Dept. 301

All other terms and conditions remain unchanged.

Authorized Representative

