

# MANATRON

## HIPA PLUS HOSTING

### SUPPLEMENTAL AGREEMENT TO THE MANATRON RECORDS MANAGEMENT MASTER AGREEMENT

This Supplemental Agreement to the Manatron Records Management Master Agreement is by and between Manatron, Inc., a Michigan corporation ("Manatron") and Fort Bend County, Texas ("Fort Bend").

Fort Bend and Manatron entered into a Records Management Master Agreement and a Records Management Annual Software License and Maintenance Supplemental Agreement ("the Agreements") on October 9, 2007, pursuant to which Fort Bend engaged Manatron software and support services to operate the Fort Bend County Clerk's Official Records Imaging System.

In consideration of the covenants and agreements set forth herein, the parties agree as follows:

1. Manatron shall provide hosting services as described in Manatron Statement of Work TX030212FBC – Version 1.7, "HIPA Plus Hosting," dated June 12, 2012. The Manatron Statement of Work is attached hereto as Exhibit A.

2. This Supplemental Agreement is subject to the terms and conditions set forth in the above referenced Agreements. If any conflict exists between this Supplemental Agreement and the Agreements, the terms and conditions of the Agreements will govern.

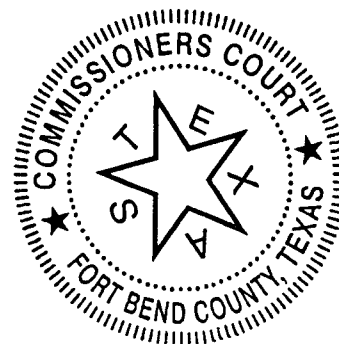
Dated: June 26, 2012

Manatron, Inc:

By: Janet Buis Miller

Name: Janet Buis-Miller

Title: Director, Finance and Accounting



County Judge for Fort Bend County, TX

By: Robert E. Hebert

Name: Robert E. Hebert

County Clerk for Fort Bend County, TX

By: Dianne Wilson

Name: DIANNE WILSON

7/3/12 1 original returned to Cheryl at Purchasing  
1 original returned to Sherry at County Clerk



**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 110,831.<sup>00</sup> to accomplish and pay the obligation of Fort Bend County under this Agreement.

A handwritten signature in black ink, appearing to read "Robert Sturdivant", written over a horizontal line.

Robert Edward Sturdivant, County Auditor



# EXHIBIT A

Manatron, Inc.

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**Statement of Work**

**HIPA Plus Hosting**

**Fort Bend County, Texas**

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June 12, 2012

Version 1.7

Prepared by: John Rickerby

Document submitted by Manatron, Inc.

Manatron Records Management Division

1807 Braker Lane Suite 400

Austin, TX 78758

Tel: 866-917-4354

Fax: 512-833-8343

Manatron Corporate Headquarters

510 East Milham Avenue

Portage, MI 49002

Tel: 269-567-2900

Fax: 269-567-2930

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## PROJECT SUMMARY

**Project:** Fort Bend County, Texas HIPA Plus hosting services for transactional replication of production Anthem/GRM Recorder and AgendaQuick servers, hosting of Anthem/GRM Recorder and AgendaQuick Internet Public Access with eCommerce, and eRecording submissions.

**Project Site:** Fort Bend County  
301 Jackson Street  
Richmond, Texas 77469

**County Contact(s):** Dianne Wilson, County Clerk – 281.341.8686

**Target Date of Implementation:** Detailed schedule with agreed-upon dates to be during the planning phase of this project. Estimated start date within 60 days of contract signing.

**Scope:** Initial installation will include replication of the current Anthem and AgendaQuick software and production versions of Anthem Public Access, AgendaQuick Public Access, and eRecording. The County plans to upgrade from Anthem to GRM Recorder later in 2012. Here within, Anthem/GRM Recorder will refer to the Anthem or GRM Recorder software currently being used by the County.

Project scope will include process and requirements review, hosting software and hardware configuration, testing, and migration support.

**Technology:** Hardware -  
The County will provide all local production hardware and infrastructure. Manatron will provide all data center replication and web server hardware and infrastructure.

Software (see following table for software licenses included) -  
The software deliverables from Manatron are listed in this Statement of Work. Deliverables outside the current functionality of the standard Anthem/GRM Recorder suite and/or as installed currently in the County's production environment may be subject to additional development and configuration, which may be accompanied by additional charges. Any changes or additions to these deliverables will need to adhere to Manatron's Change Management Process.

This Statement of Work outlines deliverables, assumptions, and a high-level scope of work. In response to the planning phase of this project, updated project documentation and a detailed schedule will be mutually agreed upon by Manatron, Inc. ("Manatron") and Fort Bend County, Texas (the "County").

## PROJECT OVERVIEW

This Statement of Work (SOW) defines the areas or scope of work for this project and identifies Manatron and County project responsibilities. It also describes the project management processes for performing this work, the criteria for determining that the work is successfully completed, and the methods to be used to control scope, quality, and costs. Mitigation is defined for any significant project risks that have been identified.

### SOFTWARE:

Manatron will set up database-to-database replication of the data and images to the hosted data center. This will include replication of the current Anthem applications and planned 2012 upgrade to the Anthem/GRM Recorder suite of application software and the Microsoft SQL Server 2008 database and replication of AgendaQuick. The County's Internet Anthem/GRM Recorder Public Access with eCommerce module, AgendaQuick Internet Public Access and eRecording module will also be directly hosted from the data center and will include real-time communication to the local Anthem/GRM Recorder and AgendaQuick production servers located in the County.

Item	Description	Number of Users	Comments
Anthem/GRM Recorder Application Software	No changes to current Anthem/GRM Recorder functionality	N/A	Replicate to data center
AgendaQuick Application Software	No changes to current AgendaQuick functionality	N/A	Replicated to data center.
Cold Fusion, Version 10	Required for AgendaQuick	N/A	License required for data center and production system
AgendaQuick Public Access	Public Access for Internet-based researchers	Site license (unlimited users)	Hosted at data center
Anthem/GRM Recorder Public Access with eCommerce	Public Access for Internet-based researchers	Site license (unlimited users)	Hosted at data center
Anthem/GRM Recorder eRecording	Receive electronic filing of land records documents	County-approved submitters	Hosted at data center
Microsoft SQL Server 2008 Database Software	Database software, including transactional replication functionality	N/A	Data center license provided by Manatron
SSL Certificate	128 SSL Certificate for eCommerce	N/A	SSL certificate provided by County

### RECOMMENDED HARDWARE:

Manatron will provide all data center server hardware, software, and infrastructure required for replicating the County's Anthem/GRM Recorder system, AgendaQuick, and hosting internet Public Access and eRecording. The County will be responsible for local production server hardware, software, infrastructure for Anthem/GRM Recorder and AgendaQuick, and any new peripheral hardware. The County will be responsible for providing any recommended changes to the network and bandwidth.

Item	Description	Quantity	Comments
Data Center Servers and Infrastructure	Anthem/GRM Recorder application/database/image replication server and AgendaQuick server and production web server for Internet Public Access and eRecording.	1	Manatron will provide.

Local Production Server and Infrastructure	GRM production server and AgendaQuick server and back-up web server for Internet Public Access and eRecording.	1	County will provide.
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**IMPLEMENTATION SERVICES:**

Per this SOW, the following services will be provided for this project.

Description	Comments
Project Management Services	Manages overall project schedule, directs all Manatron resources, and acts as escalation point for project.
Hardware Installation	Manatron will provide all hardware and infrastructure at the Time Warner Indianapolis data center. The County will be responsible for local hardware and infrastructure.
Software Configuration, Localization, and Quality Assurance	Includes configuration and testing of transactional replication to the data center and hosting internet Public Access and eRecording.
Database Configuration and Quality Assurance	Includes set-up and testing of index and image databases.
Training	No user training required. County IS will receive instruction on system management.
On-Site Support	No on-site support required. Go-Live will be initiated remotely following testing.
Documentation	Standard Manatron soft documentation for County IS.

**PROJECT IMPLEMENTATION**

**PURPOSE STATEMENT**

The purpose of this project is to provide full off-site transactional replication of the County’s Anthem/GRM Recorder and AgendaQuick software, indexes, and images at Manatron’s data center located in the Time Warner facility in Indianapolis, Indiana. The data center will provide layered redundancy to the County’s local production system and failover in the event of an interruption in access to the production system or a full disaster.

In addition to Anthem/GRM Recorder replication, the data center will host County’s Internet Public Assess and eRecording modules to manage Internet researcher inquiries of County indexes and images stored in Anthem/GRM Recorder and the receiving of eRecording submissions for transmission to the County production systems. This configuration will ensure high availability for these Internet-based functions within consistently managed response times, thus insulating the local production configuration and ensuring consistent access even in the event of a disaster at the County’s site.

This Statement of Work describes the project that Manatron is responsible for implementing. Upon contract signing, a subsequent project execution plan will be created jointly by the Manatron and County project managers. The project execution plan will detail how the project will be managed, including detailed communication, risk, and scheduling plans.

The project will be administered in the following phases:

- Project planning—commences upon contract signing (or earlier);
- Kick-off;
- Data center system set-up, configuration, and connection to the County;
- Configuration and testing of software, index data, and images;
- Go-Live of Anthem/GRM and AgendaQuick replication, and switchover to hosted Internet Public Access and eRecording.

## SCOPE STATEMENT

This project is responsible for the Manatron Hosted Internet Public Access service solution. These services include the installation, configuration, and set-up for hosting from the Manatron data center. Specifically, this project entails:

- Configuration of hosted server hardware at the Manatron data center;
- Set-up and testing of real-time database and image replication to the data center;
- Go-Live support within the terms of the agreement.

## ASSUMPTIONS AND CONSTRAINTS

1. A 36-month commitment is required for service for Manatron applications. If the County decides to terminate the service at any point prior to the end of the 36-month commitment, the County will be responsible for the fees for the Manatron applications for the balance of the commitment.
2. Manatron will replicate the existing indexes, images, Anthem/GRM Recorder software, and Microsoft SQL Server database to the remote data center configuration. The County's current Anthem/GRM Recorder release level and configuration will not be changed.
3. Manatron will replicate the existing AgendaQuick data, images, and software to the remote data center and configure for disaster recovery. Public users will access AgendaQuick documents via the remote data center just like Anthem/GRM public users. The County's current AgendaQuick release level and configuration will not be changed except for the production and data center Cold Fusion licenses, which will be upgraded to Version 10.
4. Public Access for Anthem/GRM Recorder and AgendaQuick will allow researchers to view documents using the HIPA Plus replication server. Requests to purchase Anthem/GRM Recorder document copies will be redirected to the County/production server to complete the transaction. For eRecording, documents will be received from submitters in the hosted application and will be pushed to the production server for normal processing as batches are accessed by users. All database changes occur on the production server. Replication is from the production server to the hosted server. In the event of a disaster event impacting the County production server, the hosted replication server can be enabled to allow ecommerce Public Access purchases, eRecording processing, and any other standard County Clerk business transaction. When the production server is back online, Manatron will coordinate through County IT to update the production server.
5. The County will be provided with 2TB of data storage, which should be sufficient based on current estimates. If usage exceeds this estimate and additional storage has to be added, the County will be notified and asked to approve the cost of adding additional storage for the balance of the contract. Space will be monitored as needed to ensure there is no limitation in functionality.
6. The term "real-time replication" can take a few minutes to complete as network/server traffic will affect the timing of the replication between sites.
7. Data replication can be impacted by the telecommunication provided between the County and the data center.
8. The County is responsible for providing broadband communication access and any necessary firewall from the production site to an Internet service provider in the case of a LAN-to-LAN VPN tunnel.
9. Manatron will provide the County with a one-time delivery of images and database stored in the hosted facility at no charge to the County. This will include both database and images for the Manatron AgendaQuick applications. If the County requests that Manatron Technical Services restore the delivered backup data and images on the

local server, then a separate billable work order would be created based on the time and materials required to support the event.

10. Data and images housed in the Anthem/GRM Recorder system are of a non-proprietary nature. All data will be housed in a standard SQL database structure, and images will continue to be stored as Group 4 tiff. All data and images hosted in the data center are the property of the Fort Bend County Clerk.
11. The project schedule is subject to resource availability (both Manatron and County). Once contract acceptance has occurred, a project execution plan with a project schedule will be provided to the County for acceptance.
12. The County will be responsible for providing all Anthem/GRM Recorder production system hardware, infrastructure and environmental space, power requirements, and access by Manatron for installation testing to the data center and operation.
13. The County will provide the SSL Certificate for use with eCommerce and eRecording.
14. High-speed remote access to application and database server(s) must be provided to the Manatron project team members at agreed upon times for set-up, configuration and testing. The date and times of the required access will be scheduled between Manatron and the County in advance by the respective project managers.
15. The County will be responsible for testing and reviewing the data on the remote server and providing approval for cut-over production.
16. All documentation provided by Manatron is provided "as-is."
17. Manatron will provide training for County IS personnel as it relates to the configuration of the local SQL server database for transactional replication and troubleshooting. This will allow for a working knowledge of the solution and any interdependencies.
18. Manatron recommends running 100mbs Ethernet connections to the desktop.
19. Future technology refreshes for the County have not been included in the scope of this project. Technology refreshes include future peripheral hardware upgrades or replacement of equipment.

## DEFINITION OF SEVERITY LEVELS

Manatron shall respond to any errors reported by the County based on the severity level assigned to such error. Severity levels and Manatron's responses are detailed in the Records Management Master Agreement dated October 9, 2007 between the County and Manatron.

## PROJECT STAKEHOLDERS

Name	Role	Contact Information	Responsibility
Dianne Wilson, County Clerk	County Sponsor	281.341.8686 <a href="mailto:dianne.wilson@co.fort-bend.tx.us">dianne.wilson@co.fort-bend.tx.us</a>	Accepts deliverables; approves changes
Wade Peikert	Manatron Sponsor	866.917.4354 x7181 <a href="mailto:wade.peikert@manatron.com">wade.peikert@manatron.com</a>	Point of escalation; approves change.
Clay Elliott, IT Operations Manager	County Project Manager	281.341.4588 <a href="mailto:clay.elliott@co.fort-bend.tx.us">clay.elliott@co.fort-bend.tx.us</a>	Monitors schedule and deliverables; coordinates County responsibilities.
TBD	Manatron Project Manager		Monitors schedule and deliverables; coordinates Manatron responsibilities.
TBD	Manatron Product Manager		Provides guidance to professional services staff.
TBD	Manatron Consultant(s)		Business analysis, training, and on-site support.
TBD	Manatron System Engineer(s)		Consultation and/or configuration of hosted servers, and County peripherals.
TBD	Manatron Development Lead		Testing and installation of software; conversion.

## IMPLEMENTATION DELIVERABLES

Deliverables refer to what a project is to produce. With this HIPA Plus implementation project, the deliverables fall into several categories: hardware deliverables, software deliverables, remote data center deliverables, training deliverables, data/image conversion deliverables, documentation deliverables, and project management deliverables.

### *HARDWARE AND SOFTWARE DELIVERABLES*

Hardware and software deliverables are listed at the beginning of this document. The County will confirm with Manatron all peripheral hardware in the existing configuration that will need to be utilized in the new configuration. Manatron will confirm with the County that any existing devices to be used in the new configuration meet minimum specifications and will function properly.

### *REMOTE DATA CENTER DELIVERABLES*

Remote Data Center deliverables are described in "Attachment 3 - Managed Services Hosting Agreement" located at the end of this document.

All remote hardware and software and data center infrastructure are provided within the proposed HIPA Plus hosting services described in this Statement of Work. The County will be provided with 2 TB of data storage which should be sufficient based on current estimates. Manatron will be responsible for system set-up, configuration, and establishing communication with the County's network.

### *PROJECT MANAGEMENT DELIVERABLES*

A detailed project plan and schedule will specify how the project will be managed. It will include detailed communication plans, roles and responsibilities, risk mitigation plans, and the change management process, including information on:

- Meeting minutes and status reports;
- Change requests;
- Risk management;
- Issue tracking.

### *COUNTY RESPONSIBILITIES*

The County shall cooperate with Manatron and promptly perform the County's responsibilities to assist Manatron in its installation of the Manatron HIPA PLUS solution, including, but not limited to, those responsibilities set forth below.

### *SITE PREPARATION AND MAINTENANCE*

The County shall:

- Prepare the local production site to facilitate communication between the data center and the Manatron Anthem/GRM Recorder and AgendaQuicksolutions in accordance with instructions provided by Manatron;
- Determine that the HIPA Plus hosting system meets requirements; and
- Provide access to the local production system as needed.

The County is responsible for providing and maintaining an environment which meets manufacturer recommendations for computer and network systems, all wiring required for hardware, and the protection of wiring from any damage. This includes environments for testing, training, and production support.

### *COUNTY PROJECT MANAGER*

The County shall appoint a project manager with sufficient time and technical expertise to ensure the timely achievement of the timeline and with sufficient authority to sign the acceptance criteria. Any delays caused by delays in appointing a project manager will extend Manatron's delivery and installation deadlines. The project manager will have authority to act for the County and make decisions regarding the day-to-day operations, provide information and materials to Manatron, provide access to the County's staff to answer questions, coordinate the County activities and responsibilities for the project, and communicate with Manatron concerning the County's performance. The County may change their project manager upon prior written notice to Manatron.

### *NON-MANATRON HARDWARE AND NON-MANATRON SOFTWARE ACQUISITION*

The County shall acquire all necessary hardware, third-party software for the server (i.e., workstations, printers, scanners, firewall appliance, SSL certificates, etc.), and any other necessary third-party software not specified in this SOW directly from a hardware manufacturer, vendor, or other supplier within the time frames required by the project timeline.

### *ON-SITE OFFICE VISITS*

Access to the County's facilities must be available to the Manatron project team members for the duration of any on-site visits. The date and times of the required access will be scheduled between Manatron and County project managers in advance of the visits. The County shall make office space available for Manatron personnel while on-site (a minimum of one (1) desk, one (1) telephone, and electrical outlets), and provide an analog phone line for remote connection.

### *ACCESS*

The County will provide a secure connection for remote access to facilitate Manatron's support of the system. This can be accomplished via VPN connection for Manatron personnel on a 7-day/24-hour basis during the installation or as otherwise arranged by both parties.

### *LAN*

The County shall provide a Local Area Network (LAN) with Internet Protocol (IP) switched 100Mb Ethernet with wiring to the Network Interface Card (NIC).

### *NETWORK ADMINISTRATION AND OPERATING SYSTEM SECURITY*

The County shall provide trained personnel to administer its network and manage its domain, including security access.

## PROJECT CONTROL PROCESSES AND PROJECT MANAGEMENT PROCEDURES

### COMMUNICATIONS PLAN

In order to keep the County and Manatron project managers and the project team informed on the progress of the project, a communications plan will be created for the project execution plan. The communications plan specifies:

- Meeting schedule;
- What information the weekly status reports will contain; and
- Distribution.

### PROJECT STATUS MEETINGS

The County and Manatron project managers will meet regularly to update the project's progress, discuss and approve deliverables, resolve issues, discuss and approve change requests, determine appropriate management actions, and ensure the success of the project. Project team members will also meet as required.

### LOCATION OF PROJECT DOCUMENTS, DELIVERABLES AND FILES

Soft copies of project documents, deliverables, status reports, meeting notes, etc. will be kept by the Manatron project manager electronically and are available upon request.

### ISSUE-TRACKING AND RESOLUTION PROCEDURES

In the course of the project, issues will arise that will require documentation and resolution. An issue is defined as a problem or an obstacle that prevents the project from progressing or is inconsistent with the requirements of the contract.

### *ISSUE-TRACKING STRATEGY*

Issues may be identified by any project team member and escalated to the County and Manatron project managers for review.

- All issues will be logged, tracked and maintained by the Manatron project manager;
- The Issues Log (using Manatron's tracking system) will be made available to each stakeholder upon request;
- Project sponsors will be notified of any issues with potential risk to project scope, schedule, or cost.

### *ISSUE RESPONSE AND RESOLUTION*

The Manatron and County project managers will determine activities necessary for responding to issues. They will assign these activities to appropriate team members and are responsible for monitoring whether or not these activities are being completed, and whether or not they are effective in reducing the impact of an issue. They will report progress at team meetings, including the effectiveness of previous resolution plans.

### **CHANGE MANAGEMENT PROCESS**

The Change Management Process is put in place to control scope. If processes are not set to handle change in a structured manner, projects will fail to meet expectations and goals, such as budgets, estimates and schedules.

A Change of Scope is defined as a change to any of the following:

- Hardware configuration affecting the performance or capacity of the system;
- Third-party software configuration affecting the performance or capacity of the system;
- A change in the software or hardware configuration;
- A change in the form or functionality of the Manatron application software that deviates from the mutually agreed upon final software requirements; or
- Any other change that could affect the project schedule or budget.

Changes to the project, such as delays, changes in scope, change in estimates, etc., will be documented in Manatron's Change Management System. The County or Manatron can initiate these Change Requests. The party shall identify the nature of the proposed change and reasons for the proposed change.

Manatron shall evaluate the effect of the change set forth in the Change Request with respect to the feasibility, usability, price, training, acceptance criteria and implementation date of the project. The results of Manatron's evaluation shall be added to and become part of the Change Request. If Manatron's evaluation of the request is positive, Manatron will propose a specific implementation and specify any additional time and charges necessary for the implementation of the scope change. If Manatron's evaluation is negative, Manatron will provide their rationale for not recommending the change.

Manatron will work jointly with the County to determine mutual interest in pursuing the Change Request. The County may accept or reject the proposed solution. Should mutual agreement be reached, Manatron shall submit feedback to the County, including impact to timing and price of implementation and maintenance.

### **RISK CONTINGENCY OUTLINE**

A Risk Contingency Outline defines potential risks associated with a project. Its purpose is to provide suggested resolutions ahead of time for the situations that may affect the project timeline and/or budget. By being proactive in identifying possible risk issues and solutions, the impact to the project can be minimized if one of these issues occurs.

### *OUTLINED RISKS*

The project plan will provide a description of the potential risks ("Risk Register") associated with this project, as well as suggested mitigation. A Risk Register is developed as a result of the findings completed in the planning phase. The Manatron project manager will work with the County project manager to detail specific known risks as a deliverable during the analysis phase. Risks may include those pertaining to environment, resources, and performance, among others. Execution of the suggested mitigation would require approval by the County project manager and the Manatron project manager and may increase the price of the project and/or require added time.

## PRICE

The following outlines the HIPA Plus hosting services proposed.

<b>Manatron HIPA Plus Hosting Services</b>	<b>Extended Price</b>
<p>HIPA Plus Hosting Services</p> <ul style="list-style-type: none"> <li>• HIPA Plus transactional data replication of Anthem/GRM Recorder and AgendaQuick production server to the Indianapolis data center</li> <li>• HIPA Plus Hosted Internet Public Access with eCommerce and eRecording</li> <li>• County to provide SSL certificate for eCommerce and eRecording</li> <li>• 2TB of storage</li> </ul> <p>Includes all Anthem/GRM Recorder and AgendaQuick server and web server data storage hardware located at the data center, Microsoft SQL Server database software, and all supporting infrastructure to ensure high availability.</p> <p>Includes Manatron Project Management, Technical Services and Database Services.</p> <ul style="list-style-type: none"> <li>• One-time set-up fee</li> <li>• Recurring Manatron applications monthly fee for 36 months (\$3,632.00 per month, or \$43,584.00 per year)</li> </ul>	<p style="text-align: right;">\$ 10,079.00</p> <p style="text-align: right;">\$130,752.00</p>
<b><i>Total Fees for HIPA Plus Hosting Services</i></b>	<b><i>\$140,831.00</i></b>

# ATTACHMENT 1- AGREEMENT TO SOW

## Statement of Work Agreed and Accepted:

We, the undersigned, accept this document as a stable work product to be used in the delivery of the project described herein. Any deviation from this Statement of Work is to be handled through Manatron's Change Management Process.

This Statement of Work will confirm all requests for software and/or services as outlined and at the prices indicated. This will be an addendum to the Records Management Master Agreement dated October 9, 2007 between the County and Manatron. All terms and conditions of that agreement will pertain.

## Billing for HIPA Plus:

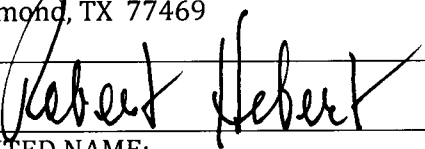
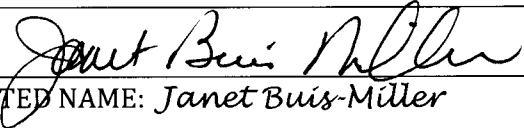
The set-up service fees (\$10,079.00) are due upon completion of system set-up.

Monthly billing of \$3,632.00 for HIPA Plus will begin upon the signing of Acceptance Form 1.

The total amount of one-time fees that will be billed to the County for set-up services is \$10,079.00. This total includes travel expenses. HIPA Plus hosting fees are \$3,632.00 per month for 36 months. The total fees for the full 36 months are \$140,831.00.

### Fort Bend County, TX:

### Manatron:

Fort Bend County 301 Jackson Street Richmond, TX 77469	Manatron, Inc. 1807 Braker Lane, Suite 400 Austin, TX 78758
BY: 	BY: 
PRINTED NAME: Robert E. Hebert	PRINTED NAME: Janet Buis-Miller
TITLE: County Judge	TITLE: Director of Finance and Accounting
DATE: June 26, 2012	DATE: June 25, 2012

*This agreement is not effective until executed by all parties.*

# ATTACHMENT 2 – ACCEPTANCE FORMS

## ACCEPTANCE FORM 1 – HIPA PLUS COMPLETION OF SET-UP

**Purpose:**

The purpose of this acceptance form is for the County to sign off on that the remote data center is set up, to agree that the system is ready for testing with the County, to agree that Manatron should proceed to the next phase through the life cycle of this project, and to accept billing for this phase.

**Outputs:**

1. Manatron has conducted a project kick-off meeting with the County.
2. The project schedule has been delivered for the County to review.
3. The County server and infrastructure configuration at the HIPA Plus remote data center has been set up, and the index and image data is available for replication testing.
4. The Anthem/GRM Recorder and AgendaQuick applications and the Microsoft SQL server database have been loaded and configured at the data center.

These services were completed on \_\_\_\_\_.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work and the Records Management Master Agreement dated October 9, 2007, the County will be billed 100% of the HIPA Plus set-up services price (**\$10,079.00**). **Monthly billing of \$3,632.00 for HIPA Plus recurring fees will begin** upon signing this acceptance. It is agreed to proceed to the next phase of this project.

**Fort Bend County, TX:**

**Manatron:**

Fort Bend County 301 Jackson Street Richmond, TX 77469	Manatron, Inc. 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

## ACCEPTANCE FORM 2 – GO-LIVE

**Purpose:**

The purpose of this acceptance form is for the County to sign off on the Go-Live phase and to agree that the HIPA Plus service is ready for production use.

**Outputs:**

1. Manatron has completed the set-up and testing of the replication of indexes and images with the Anthem/GRM Recorder and AgendaQuick production system.
2. Manatron has configured and tested Anthem/GRM and AgendaQuick Internet Public Access according to the County configuration.
3. The County has viewed and tested each of the system components and accepts the system.
4. The system is functioning as described in this Statement of Work with no Severity Level ONE issues outstanding. Any other outstanding issues have been documented for follow up with the support teams.
5. The County authorizes the system to move into production mode.

These items were completed on \_\_\_\_\_.

We, the undersigned, agree that this work is complete under the conditions of this Statement of Work and the Records Management Master Agreement dated October 9, 2007. The County agrees that this project is complete.

**Fort Bend County, TX:**

**Manatron:**

Fort Bend County 301 Jackson Street Richmond, TX 77469	Manatron, Inc. 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

### **ATTACHMENT 3 – MANAGED SERVICES HOSTING AGREEMENT**

An incident is defined as any time the system is inaccessible to the public. The County will own the telecommunication (VPN) line that provides the data to the data center and will be first-line support; however, there may be an issue that is out of Manatron's control that will temporarily affect the database replication. Manatron will initiate a support call, monitor progress, and monitor the telecommunication line. Database replication is not included in the credit percentage section of this SOW. The telecommunication within the data center that provides availability to the records/website once on the server is included in the credit percentages and is owned by the data center.

The SOW applies only when the County is agreeing to a term commitment of thirty-six (36) months for the Manatron applications. If the County decides to terminate the service, the County will be responsible for data center charges through the Manatron application's thirty-six-month commitment. Manatron reserves the right to amend the SOW from time to time effective upon notice to County, provided that in the event of any amendment resulting in a material reduction of the service levels, the change request sets forth County's sole remedies for any claim relating to the services, including any failure to meet any guarantee set forth in the change request. The Data Center records and data shall be the basis for all change request calculations and determinations. Notwithstanding anything to the contrary, the maximum amount of credit in a month shall not exceed 10% of the monthly recurring fee.

Without limiting the foregoing, County agrees that neither it nor its employees, agents, contractors, or representatives shall attempt in any way to circumvent or otherwise interfere with any security precautions, procedural controls, Acceptable Use Policy, Change Management, or other Data Center policies relating to the Data Center service offering. Any such actions may cause a disruption in service. Any disruption of services which results in the violation of these provisions shall be excluded from the infrastructure availability, and the County will have no right to any service credit or other remedy under a change request or otherwise with respect to such disruption. The County will pay Manatron at the current published rates for reasonable remedial services resulting from the County's actions.

Manatron will provide the County with written notice before performing scheduled maintenance and as much notice as possible when performing emergency change controls. The Data Center designs its services around an N+ 1-redundancy philosophy that is used to minimize outages during planned change controls. The Data Center will use commercially reasonable efforts to minimize the impact of any change control and, when possible, schedule the change control to eliminate or minimize impact to the County's service. However, the Data Center reserves the right to proceed with any change control if it is determined by the Data Center, in its sole discretion, that a change control is necessary to maintain the overall integrity of the services and/or the change control will not cause harm to the County.

#### **Infrastructure Availability:**

Infrastructure shall consist of the following components that are provided as part of the Data Center services:

- Co-location space reserved for use by the County in the Data Center, including quarter, half, or full cabinets and cage space;
- Power provided to County's co-location space; and
- Internet access provided to the County from the Data Center Internet Backbone.

In the event that Manatron fails to meet its stated Infrastructure Availability in any given month during the service term, County shall be entitled to receive a credit (as the sole and exclusive remedy hereunder) by providing Manatron with a written request for a service credit within sixty (60) days after receipt of an invoice for the period in which the Infrastructure was unavailable. The amount of the service credit shall

be determined by the percentage in accordance with the table shown below; the credit percentage will be off the monthly recurring fee.

**Incident Management Availability Matrix**

<u>Infrastructure Availability Percentage</u>	<u>Credit Percentage</u>
100%	0%
<99.99% > 99.5%	1%
<99.5% > 99.0%	2%
<99.0% > 98.5%	3.5%
<98.5% > 95.0%	5%
<95.0%	10%