

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
TYLER TECHNOLOGIES, INC.**

THIS CONTRACT is made effective the 7th day of **June, 2023** by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with principal offices at 2. S. Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "County", and **TYLER TECHNOLOGIES, INC.**, with offices at One Taylor Drive, Yarmouth, Maine 04096, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, the County, through the Department of Health, has a need to contract for an annual license for use, hosting, support, maintenance and related services of the Environmental Health Data Management System, as well as software and other enhancements to improve the current system and that which are necessary to implement all consumer health inspections such as body art/tattoo, campgrounds, tanning salons, etc.; and

WHEREAS, the services related to this contract are proprietary in nature and are an exception to the Local Public Contracts Law as described and provided in N.J.S.A. 40A:11-5(1)(dd); and

WHEREAS, this contract has been awarded pursuant to the terms and provisions of N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.26, with Contractor having certified that it has not previously made and will not make a disqualifying contribution during the term of contract; and

WHEREAS, the Vendor represents that it is qualified to perform said services pursuant to the terms and provisions of this Contract.

NOW THEREFORE, in consideration of the mutual promises, agreements and other consideration made by and between the parties, the County and the Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** The contract shall be for a period of one (1) year, from July 1, 2023 to June 30, 2024.

2. **COMPENSATION.** Vendor shall be compensated the total amount of \$137,900.00 for enhancements, as per Vendor's Quote #2022-335795-G2Q6D2 annexed hereto as part of Exhibit "A"; the amount of \$23,292.14 as per Vendor's Invoice No 025-423171 for software and maintenance services annexed hereto as Exhibit "D"; as well as an amount not to exceed \$10,000.00 for an annual license for use; and, an amount not to exceed \$8,000.00 for estimated travel.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall

be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

3. DUTIES OF CONTRACTOR. The specific duties and obligations of the Vendor shall be for annual licenses for use, hosting, support, maintenance and related services of the Environmental Health Data Management System, currently in use by County, with upgrades of the DHD software in that system to Enterprise Environmental Health; addition of the new product "Civic Access" as well as enhancements which are necessary to implement all consumer health inspections such as body art/tattoo, campgrounds, tanning salons, etc., used by the County Department of Health and as set forth in this Contract. The duties and obligations of Vendor are set forth in this Contract and as specified in the following attachments:

County's Exhibit 1 – Specifications;
Vendor's Attachment B – Software as a Service Agreement;
Exhibit "A" - Quote #2022-335795-G2Q6D2, Additional Provisions, and SOW (Exhibit 2);
Exhibit "B" - Invoicing and Payment Policy;
Exhibit "C" - Service Level Agreement a/k/a Annual Support and Hosting SOW; and
Exhibit "D" - Invoice No 025-423171 (re: new version "Enterprise Environmental Health" software and services to be provided to the current system in use).

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the Vendor agrees as follows:

- a. The Vendor will not discriminate against any of its employees or applicants for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. The Vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.
- c. The Vendor will send to each of its labor unions with which it has a collective bargaining agreement, if any, a notice, to be provided by the agency contracting officer, advising the labor union of the Vendor's commitments under this chapter and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.

5. LICENSING AND PERMITTING. If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity, in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Vendor shall timely notify County in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. TERMINATION. This Contract may be terminated as follows:

a. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license.

b. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, subject to Section 6 subparagraph f below. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

c. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor in accordance with the subparagraph f. below. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination, in addition to whatever obligations otherwise exist below.

d. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor.

e. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity, but subject to the terms and conditions of this Contract.

f. Additional Termination Provisions:

- i. Any termination requires no less than thirty (30) days advance written notice.
- ii. Terminations for cause require reasonable opportunity to cure, including resort to Dispute Resolution Process indicated in Attachment B.
- iii. In the event of any termination, County will pay Vendor for all undisputed fees

and expenses related to the software, products, and/or services County has received, or Vendor has incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than termination for cause must have been submitted as invoice disputes in accordance with Section E. (2) of Attachment B.

iv. In the event of a termination for public convenience, County will not be entitled to a refund of prepaid but unused annual SaaS Fees.

7. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned without the prior written consent of the other party; provided, however, that the County's consent is not required for an assignment by Vendor as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of Vendor's assets. Except as indicated above, any attempted assignment or subcontract without such written consent shall be void with respect to the other party.

8. INDEMNIFICATION. See Vendor's Attachment "B" - Terms and Conditions, Section G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE, Pages 6 to 7.

9. POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION. This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

10. INSURANCE. Vendor shall maintain Commercial General Liability, Automobile Liability, Professional Liability, Workers Compensation and Excess/Umbrella Liability for the time indicated and in no lesser amounts than are represented in Vendor's Attachment "B" - Terms and Conditions in SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE, Page 7, Paragraph 6. Insurance. The coverages must also comply with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver Certificates of all of the insurance policies referenced in the aforementioned Attachment "B" to the County. The County shall be named as an additional insured for the Commercial General Liability and Automobile Liability policies.

The County shall review the certificate of professional liability insurance for sufficiency and compliance with this paragraph, and approval of said certificate shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. PREVENTION OF PERFORMANCE BY COUNTY. See Vendor's Attachment "B" - Terms and Conditions, SECTION H – GENERAL TERMS AND CONDITIONS, Page 8, Paragraph 9. Force Majeure.

12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any unreasonable interruption or interference with the operations of County or infringe on the rights of the public.

13. **NON-WAIVER.** See Vendor's Attachment "B" - Terms and Conditions, SECTION H – GENERAL TERMS AND CONDITIONS, Page 8, Paragraph 13, No Waiver.

14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. **CHANGES.** This Contract may be modified only by mutually approved change orders or as otherwise agreed by the parties, consistent with applicable laws, rules and regulations. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

17. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this Contract (whether or not such claim is based upon breach of Contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens. Included within the operative force of this paragraph are all forms of dispute resolution, non-binding mediation and the parties' rights to resort to a "court of competent jurisdiction" referenced in this Contract document and all of its parts as identified in Paragraph 22 of this Contract document.

18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

19. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree the performance of services pursuant to this Contract. The Vendor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

20. **CONFIDENTIALITY.** See Vendor's Attachment "B" - Terms and Conditions, SECTION H – GENERAL TERMS AND CONDITIONS, Page 8, Paragraph 17, and Vendor is further bound by all applicable standards, laws, etc., to which it is subject.

21. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their

successors and assigns.

22. CONTRACT PARTS. This Contract shall consist of this document, the County's Specifications set forth herein as County's Exhibit "1"; Vendor's Attachment "B" – Software as a Service Agreement, with Exhibit "A" (Quote #2022-335795-G2Q6D2, and Additional Provisions, and Exhibit 2, Gloucester County Department of Health SOW from Tyler Technologies, Inc. 3/7/2023, attached thereto. Exhibit "B" Invoicing and Payment Policy; Exhibit "C" Service Level Agreement a/k/a Annual Support and Hosting Statement of Work; (SOW) (which is a 2nd SOW), and, Exhibit "D" Invoice No 025-423171 for software and services to be provided to the County's current system in use. If there is a conflict between this Contract and the County's Exhibit "1" and Vendor's Attachment "B" - Software as a Service Agreement, with its Exhibits "A" and Additional Provisions, and Exhibit "2", Exhibit "B" and "C" then this Contract and the County's Exhibit "1" shall control.

23. DUPLICATION. Vendor's Attachment "B" - Software as a Service Agreement, SECTION H.- GENERAL TERMS AND CONDITIONS Pages 7-9, contain paragraphs: 5. Nondiscrimination; 8. Binding Effect, No Assignment; 12. Severability; 15. Notices; and, 19. Governing Law, are all marked "Reserved" as they have been agreed upon as indicated in this Contract document.

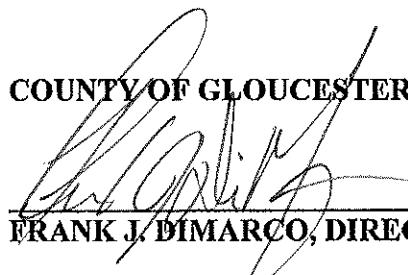
THIS CONTRACT shall be effective the 7th day of June, 2023.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:


LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER


FRANK J. DIMARCO, DIRECTOR

ATTEST:

/s/ Stacey M. Gerard

TYLER TECHNOLOGIES, INC.


By: ROBERT KENNEDY-JENSEN
Title: GROUP GENERAL COUNSEL

EXHIBIT 1 - SPECIFICATIONS

ATTACHMENT B

SPECIFICATIONS AND PROPOSAL FORM FOR ENVIRONMENTAL HEALTH
DATA MANAGEMENT SYSTEM FOR THE GLOUCESTER COUNTY HEALTH
DEPARTMENT AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED
THROUGH THE COUNTY CONTRACT SYSTEM NUMBERS CK-01-GC & 16GLCP

SPECIFICATIONS

1. SCOPE OF WORK:

- The County of Gloucester, Department of Health is searching for developed and trialed computer Software to streamline practices in the Environmental Health Services office and out in the field, which will promote operational efficiencies. This Environmental Health Data management system will operate without additional modules, features, customizations, or configurations. The Environmental and Consumer Health data base should provide for/address a number of areas under the oversight of public health departments including:

Address manager:

- To track standard addressees;
- Supply GIS latitude and Longitude

Establishment Manager:

- Facility name listing, contact information, mailing address, plan review dates

Permit Manager Feature:

- To include Plan Review Information
- Permit Name
- Dates Active/Expire
- Permit Type
- Permit Status

Financial Manager Feature:

- Which will track account receivables
- Invoices
- Payments made
- Renewals
- Permits

Plan Review Manager:

- Plan Review Type
- Date Plans Received
- Plan Review Status
- Review Dates
- Approved Date
- Payments due on account

Inspection Manager:

and to troubleshoot problems

Electronic User Manual

To provide written directions / guidance for users

The desire is to automate the records/files/statistics/inspections, etc., of our County's public health department's environmental and consumer health unit, while maintaining the integrity of our work product and promoting transparency to our public. Retail food inspection reports must be available on our website.

Field (Inspection) Staff must have the ability to work out in the field. Office staff must be able to work from their work sites....all work/information must be made available/automated each day, using touch screen technology. Real time statistics/workload can be uploaded into the system at day end. (A platform agnostic solution is preferred.)

Seeking a comprehensive web-based platform which can provide secure operations from the internet, has been trialed, with a proven track record of functionality and ease of use for Environmental and Consumer Public Health field staff; managers; fiscal officials; program administrators; etc. Again, the platform must cover the following program areas fully: Food Safety; Septic and Wells; Recreational Bathing; Tattoo; Complaints; Youth Camps; Tanning; Kennels and Dog Shops; and Rabies.

All areas of information must adhere to Federal and New Jersey State standards/requirements for local public health departments operating in New Jersey.

Bids must include/outline pricing for Initial system set-up and annual maintenance costs.

Staff training and technical support is needed, if costs are separate, please indicate them as well.

Please note the specific hardware & software criteria the Gloucester County Health Department will need to have in place/meet to integrate into your platform/software system. This Hardware/Software is not a component of this particular BID.

Finally, please indicate whether or not data from the County's currently utilized Microsoft Access Database can be imported into your particular platform/system.

Note: Total Number of County Users:

- 1 - Fiscal (Office Based)
- 2 - Clerical Support (Office Based)
- 2 - Environmental Managers (Will work from Office PC's)
- 8 - Field-based Inspectors (Will work from laptops)
- 2 - Office-based Inspectors (Will work from Office PC's)

2. TERM OF CONTRACT:

A. THE CONTRACT SHALL BE FOR A (1) YEAR PERIOD

3. PRICES AND PRICE ADJUSTMENTS:

A. ALL PRICES SHALL BE FOB DESTINATION AND SHALL INCLUDE ANY CHARGES THAT MAY BE IMPOSED IN FULFILLING THE TERMS OF THE CONTRACT. THE PRICES SHALL REMAIN FIRM FOR THE ENTIRE LENGTH OF THE CONTRACT.

4. PROJECTED REQUIREMENTS / ESTIMATED QUANTITIES: THE QUANTITIES SPECIFIED IN THIS SOLICITATION ARE ESTIMATES, AND ARE ONLY GIVEN FOR THE INFORMATION OF BIDDERS AND BID EVALUATION PURPOSES. THE ACTUAL QUANTITIES ORDERED WILL BE DETERMINED AS THE NEED OCCURS DURING THE LIFE OF THE CONTRACT. INDIVIDUAL PURCHASE ORDERS WILL BE ISSUED TO OBTAIN SUCH REQUIREMENTS.

THE COUNTY INTENDS TO MAKE AN AWARD TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER.

5. BRAND NAME OR EQUAL: THE BRANDS SPECIFIED ARE FOR QUALITY PURPOSES ONLY. BRANDS OF OTHER MANUFACTURERS WILL BE CONSIDERED PROVIDED THEY ARE OF THE SAME QUALITY AND STANDARDS REQUIRED, AND THAT THE BIDDER FURNISHES PROOF OF EQUALITY AS PART OF HIS/HER BID. THE COUNTY SHALL BE THE SOLE JUDGE CONCERNING MERITS IN ALL BIDS SUBMITTED.

6. DELIVERY:

- A. THE COUNTY REQUIRES THAT DELIVERY BE MADE AT THE DESTINATION WITHIN THE SHORTEST TIME POSSIBLE AFTER RECEIPT OF ORDER. BIDDERS ARE REQUIRED TO INSERT A DEFINITIVE TIME FRAME, IN DAYS AFTER RECEIPT OF ORDER, IN THE SPACE PROVIDED ON THE PROPOSAL FORM.
- B. THE EXACT DATE AND PLACE OF DELIVERY SHALL BE AGREED UPON BETWEEN THE COUNTY'S AUTHORIZED REPRESENTATIVE AND THE CONTRACTOR. DELIVERIES WILL BE MADE BETWEEN THE HOURS OF 8:30 AM AND 3:30 PM ON REGULAR COUNTY BUSINESS DAYS UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE.
- C. IF THE CONTRACTOR FAILS TO DELIVER WITHIN THE TIME REQUIRED, THE COUNTY HAS THE OPTION TO PURCHASE THE DELINQUENT ITEM (S) FROM ANOTHER SOURCE AND BILL THE CONTRACTOR'S ACCOUNT FOR ANY EXCESS COSTS THAT MAY BE INCURRED.

SPECIFICATIONS AND PROPOSAL FORM FOR ENVIRONMENTAL HEALTH
DATA MANAGEMENT SYSTEM FOR THE GLOUCESTER COUNTY HEALTH

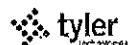
ATTACHMENT B



SOFTWARE AS A SERVICE AGREEMENT

SECTION A – DEFINITIONS

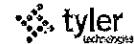
- “**Agreement**” means this Exhibit B, as well as the Contract to which it’s attached.
- “**Business Travel Policy**” means our business travel policy.
- “**Client or County**” means Gloucester County, NJ.
- “**Data**” means your data necessary to utilize the Tyler Software.
- “**Data Storage Capacity**” means, if applicable, the contracted amount of storage capacity for your Data identified in the Investment Summary.
- “**Defect**” means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in the Client’s Specifications, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- “**Defined Named Users**” means the users that are authorized to use the SaaS Services. The Defined Users under this Agreement are set forth in County’s Specifications.
- “**Developer**” means a third party who owns the intellectual property rights to Third Party Software.
- “**Documentation**” means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- “**Effective Date**” means the date identified on p 1 of the Contract.
- “**Force Majeure**” means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- “**Investment Summary**” means the agreed upon cost proposal for the products and services included in this Agreement.
- “**Invoicing and Payment Policy**” means the invoicing and payment policy setting forth the payment terms for the products and services in the Investment Summary.
- “**SaaS Fees**” means the fees for the SaaS Services identified in the Investment Summary and in the Agreement between the parties.
- “**SaaS Services**” means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- “**SLA**” means Exhibit C, also known as Annual Support and Hosting Statement of Work; Support SOW, to this Software as a Service Agreement.
- “**Support Call Process**” means the support call process applicable to all of our customers who have licensed (right to use) the Tyler Software.



- “**Tyler**” means Tyler Technologies, Inc., a Delaware corporation.
- “**Tyler Software**” means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- “**we**”, “**us**”, “**our**” and similar terms mean **Tyler**.
- “**you**” and similar terms mean **Client**.

SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Named Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9) or the Support SOW.
2. **SaaS Fees.** You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Named Users and amount of Data Storage Capacity. You may add additional named users or additional Data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Named Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. **Ownership.**
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data.
4. **Restrictions.** You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. **Software Warranty.** We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in the SLA and Section C(9), below.
6. **SaaS Services.**
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.



6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.8 We provide secure Data transmission paths between each of your workstations and our servers.

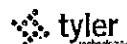
6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.



SECTION C -- OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary, if any, and described in our industry standard implementation plan.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. We will continue this practice for the duration of this Agreement. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For clients hosted in a Tyler data center, and for so long as such clients timely pay SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA, we will:
 - 9.1. perform our maintenance and support obligations in a professional, good, and workmanlike



manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

- 9.2 provide support during our established support hours;
- 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
- 9.4 make available to you all to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
- 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use third-party secure unattended connectivity tools, such as Bomgar, GotoAssist by Citrix and Logmeinrescue by Logmein, Inc. Therefore, you agree to maintain a high-speed Internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN or other secure connectivity tool or device for backup connectivity purposes.

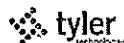
For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

Reserved.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. **Invoicing and Payment**. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. **Invoice Disputes**. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice.



You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within thirty (30) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

See paragraphs 1 & 6, respectively, of County Contract.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement indemnification.

- 1.1 We will defend you, at our expense, and hold you harmless against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, trademark, comparable intellectual property right, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). Consent of the County is required if any action of the County is required to effectuate a settlement, except where the County is required to cease use of the Tyler Software as set forth in section 1.3(c) below, with such consent not to be unreasonably withheld. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties not otherwise anticipated as users of the Tyler Software, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) timely modify it to make it non-infringing; (c) timely replace it with a functional equivalent; or (d) terminate this Agreement and refund you the prepaid but unused SaaS Fees for the year in which the Agreement terminates. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; (b) a breach by us of our obligations under Section H(17) below ("Confidentiality"); or (c) our violation of a law applicable to our



performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense. Our indemnification obligations herein survive termination or expiration of the Contract.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

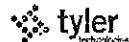
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000.

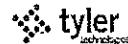
SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** Reserved.
2. **Optional Items.** Reserved.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions



not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. **Nondiscrimination.** Reserved.
6. **E-Verify.** We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. **Subcontractors.** We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. **Binding Effect; No Assignment.** Reserved.
9. **Force Majeure.** Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. **No Intended Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. **Entire Agreement; Amendment.** See Section 22. Contract Parts and Section 15. Changes - of the County Contract Document
12. **Severability.** Reserved.
13. **No Waiver.** In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. **Independent Contractor.** We are an independent contractor for all purposes under this Agreement.
15. **Notices.** Reserved.
16. **Client Lists.** You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality



covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. Reserved.

19. Governing Law. Reserved.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. Reserved.

22. Client Trademarks. For clients licensing DHD Tyler Software only:

22.1 During the Term, Client hereby grants Tyler a nonexclusive, paid-up, nontransferable right to use Client's trademarks, trade names, service marks, logos, trade dress, trade name, or other indicia of sources or origin of Client ("Client Marks") for purposes of providing the SaaS Services pursuant to the Agreement. The Client Marks are and will remain the exclusive property of Client and this Agreement gives Tyler no rights therein except for a limited license to reproduce the Client Marks for the sole purpose of allowing Tyler to provide services pursuant to the terms of this Agreement and as otherwise contemplated by this Agreement. All goodwill associated with the Client Marks will inure to the benefit of Client.

22.2 Client warrants that Client Marks and Data furnished by Client to Tyler will not infringe or misappropriate any patent, copyright, trademark, or other proprietary right of any third party. To the extent necessary to provide the SaaS Services, Client represents and warrants that it will provide all access to and information about Client Marks and Data in a timely manner. Client represents and warrants that (a) it has all rights necessary and appropriate to allow Tyler and its contractors to access and use the Client Marks and Data, and (b) it will not take or allow to be taken any action that would result in any harmful code or materials to be provided or submitted to Tyler.

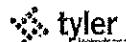




Exhibit 1
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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EXHIBIT A

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096

(856) 853-3420 • Fax (856) 251-6777

Pg

SHIP TO
S. CO. HEALTH DEPT. ADM
204 E. HOLLY AVE.
SEWELL, NJ 08080
856-218-4100

WEBSITE
TYLER TECHNOLOGIES, INC.
2160 SATELLITE BLVD
DULUTH, GA 30097

VENDOR #: TYLER015

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS	
THIS NUMBER MUST APPEAR ON ALL INVOICES	

NO. 23-03883

ORDER DATE: 05/10/23
REQUISITION NO: R3-15696
DELIVERY DATE:
STATE CONTRACT: PROPRIETARY
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00/EA	Upgrade DND Software / Environ "Quote attached"	G-02-22-330-332-20652 Data Equipment	137,900.0000	137,900.00
			TOTAL	137,900.00

CLAIMANT'S CERTIFICATE & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER
UNLESS IT IS SIGNED BELOW

TREASURER / CFO

QUALIFIED PURCHASING AGENT

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT



Quoted By:
Quote Expiration:
Quote Name:

Chris Harpenau
6/30/23

Sales Quotation For:
Gloucester County Health
204 East Holly Avenue
Sewell NJ
Phone: (856) 218-4101

Tyler SaaS - SaaS - Silver

Description	Term	Monthly Fee	Users/Units	Annual Fee
Environmental Health Extensions		\$ 833	1	\$ 10,000
Civic Access - Environmental Health				\$ 10,000
TOTAL		1		

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services	1	\$ 9,000	\$ 9,000	\$ 0
Custom Report Development (3 pack)	24	\$ 225	\$ 5,400	\$ 0
End User Training - Onsite	20	\$ 200	\$ 4,000	\$ 0
GIS Analyst				
2022-335795-G2Q6D2				Page 1

Letters and Forms Development (5 pack)	2	\$ 6,250	\$ 12,500	\$ 0
Production Support - Onsite	40	\$ 225	\$ 9,000	\$ 0
Professional Implementation Services - Onsite	80	\$ 225	\$ 18,000	\$ 0
Professional Implementation Services - Remote	80	\$ 200	\$ 16,000	\$ 0
Project Management (25% Dedicated - up to 32 hours per month)	8	\$ 7,500	\$ 60,000	\$ 0
Solutions Orientation Training - Remote	20	\$ 200	\$ 4,000	\$ 0
TOTAL:			\$ 137,900	\$ 0

Payments

	Life Case	Unit Price	Service To	Min.	Points	Rate	Cash	POS	Online	IVR
Enterprise Permitting & Licensing										
Payer eCheck Cost	Environmental Health	\$ 1.95								
eCheck Rejects	Environmental Health	\$ 5.00								
Credit Card Chargebacks	Environmental Health	\$ 15.00								

Payer eCheck Cost - Per electronic check transaction.

eCheck Reject - When an eCheck Transaction comes back as declined (e.g. bounced check)

Credit Card Chargebacks - If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

Transaction Fees

Description

Payments
Enterprise Permitting & Licensing Payments

	One Time Fees	Recurring Fees
Summary		\$ 10,000
Total SaaS	\$ 137,900	\$ 0
Total Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 137,900	\$ 10,000
Summary Total	\$ 137,900	
Contract Total	\$ 147,900	
Estimated Travel Expenses	\$ 8,000	

Customer Approval: _____ Date: _____

Page 3

2022-335795-G2Q6D2

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

All current annual DHD SaaS fees shall still apply. This investment summary is for new SaaS (Civic Access Portal) and related services, as well as a migration to the Tyler Enterprise Environmental Health solution, which shall replace the current DHD licenses.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>.

By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Core Foundation Bundle includes ReadyForms, Hub, SSRS/Crystal, Dynamic Reports, BMP Templates and Standard IOs.

Tyler resources will configure and test basic Enterprise Licensing & Permitting functionality including global settings, and preliminary user roles.

Enterprise Permitting & Licensing powered by EnerGov.

Advanced Automation Bundle includes Intelligent Objects, Intelligent Automation Agent, Georules and Workflow Designer. Enterprise Permitting

Support Services provided by Tyler are limited to installation of the API and guidance to the Client's integration development resources.

Tyler does not provide integration development services for Enterprise Permitting & Licensing powered by EnerGov API/SDK toolkits. The Client (or a selected third-party integrator) will perform all development work against the API/SDK.

In the event the Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Delays in completion, reviews, and/or acceptance of any deliverable by the Client will result in an increase in the duration of the project and will require a Change Order for any additional costs associated with the delay, including but not limited to additional hours for project management, deliverable development and review.

Tyler resources will perform Assess and Define, configuration, Internal testing, Process Refinement and Solution Validation issue resolution for code enforcement cases for 1 department(s) within EnerGov's Code Enforcement Module.

The Client has the Automation Bundle Package which includes: 5 Automation Events are within the scope of this implementation – Automations are defined by: - Intelligent Object (IO) – key component for automatically and reactively triggering the generating of emails, alerts, and other notifications. - Intelligent Automation Agent (IAA) – a tool designed to automate a task in a proactive manner by setting values and generating emails and other tasks.

On a nightly basis, a windows service sweeps the EnerGov system looking for IAA conditions that have been met, and the associated actions are then performed. The IAA does not generate alerts or errors.

Tyler will be responsible for the development of 5 Automation Events

- The Client will be responsible for the development of 0 Automation Events 5 Geo Rules are within the scope of this implementation

- Geo Rules are defined by:

- An automation event that is triggered by a condition configured around the source ESRI geodatabase.
- Tyler will be responsible for the development of 5 Geo Rules
- The Client will be responsible for the development of 10 Geo Rules. Tyler resources will configure and test basic EnerGov functionality including global settings, and preliminary user roles. It is the client's responsibility to provide and maintain the GIS services to be used by the Tyler EnerGov applications.

Tyler will provide guidelines to be followed for such services. Implementation will include the following programs:

- **Body Art/Tattoo:** Businesses which perform tattooing, permanent cosmetic procedures and ear/body piercings are regulated by Chapter 8 of the state sanitary code to ensure that adequate sterilization methods are maintained
 - Campgrounds
 - Tanning
 - Wells
 - Youth Camps
- **Public Health Nuisance Complaints:** Environmental Inspectors are on call to respond to complaints such as noxious weeds, solid waste, rodent and inspect complaints, environmental spills, etc.
- **Public Health Recreational Bathing:**
- **Retail Food Establishments:** Yearly routine inspections of all food establishments are conducted in accordance with chapter 24 of the State Sanitary code.
- **Temporary Food License:** The New Jersey State Sanitary Code requires all vendors to obtain a health permit if they are interested in participating in a special event.

Any additional programs including Septic/Onsite shall require scoping and additional professional services hours for configuration, implementation and training.



ADDITIONAL PROVISIONS

1. The items set forth in the sales quotation attached as Exhibit "A", "Sales Quotations", to which these additional terms are hereby included in this Agreement as of July 1, 2023, and, notwithstanding anything to the contrary in Exhibit "A", ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:

a. SaaS Fees.

- i. The annual SaaS fees payable under the Agreement shall be increased in the amount of \$10,000, for the Tyler Software added herein. The first year's annual SaaS Fees shall be invoiced on **July 1, 2023**. Subsequent SaaS Fees shall be invoiced in accord with the terms of the Agreement.
- ii. The SaaS Fees in Exhibit "A" are in addition to the SaaS Fees currently being paid by Client.

b. Implementation and Other Professional Services (including training). Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

c. Other Fixed Price Services. Except as otherwise provided, other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. Dedicated Project Management services will be billed monthly in arrears, beginning on the first day of the month immediately following the kickoff meeting.

d. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (order, call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

2. The services set forth in the Investment Summary will be provided in accordance with the Statement of Work attached hereto as Exhibit 2.

3. When Tyler makes the Tyler Software provided pursuant to this Amendment (the "Evergreen Modules") available to the Client for use in live production, the Client's right to use the "DHD" Tyler software (hereafter, "Migration Module") currently provided pursuant to the Agreement terminates, as do Tyler's maintenance, support, update, and hosting obligations for such software.



Exhibit 1
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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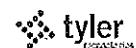
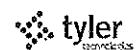




Exhibit 2
Statement of Work

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Gloucester County Department of Health

SOW from Tyler Technologies, Inc.

3/7/2023

Presented to:
Wendy Carey
204 East Holly Ave
Sewell, New Jersey 08080

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Table of Contents

PART 1: EXECUTIVE SUMMARY	1
1. Project Overview	1
1.1 Introduction	1
1.2 Project Goals	1
1.3 Methodology	1
PART 2: PROJECT FOUNDATION.....	3
2. Project Governance	3
3. Project Scope Control	4
3.1 Managing Scope and Project Change.....	4
3.2 Change Control.....	4
3.3 Change Request Management.....	4
4. Acceptance Process	6
5. Roles and Responsibilities.....	6
5.1 Tyler Roles & Responsibilities.....	6
5.1.1 Tyler Executive Manager	7
5.1.2 Tyler Implementation Manager	7
5.1.3 Tyler Project Manager	7
5.1.4 Tyler Implementation Consultant	8
5.1.5 Tyler Sales.....	8
5.1.6 Tyler Technical Services.....	8
5.1.7 Tyler Basic Network Support.....	9
5.2 GCDH Roles & Responsibilities.....	9
5.2.1 GCDH Executive Sponsor.....	9
5.2.2 GCDH Steering Committee.....	9
5.2.3 GCDH Project Manager	10
5.2.4 GCDH Functional Leads	11
5.2.5 GCDH Power Users	12
5.2.6 GCDH End Users	12
5.2.7 GCDH Technical Lead.....	12
5.2.8 GCDH Change Management Lead	13
PART 3: PROJECT PLAN	14
6. Project Stages.....	14
6.1 Initiate and Plan	15
6.1.1 Initial Coordination.....	15
6.1.2 Project/Phase Planning	16



6.1.3	Infrastructure Planning.....	17
6.1.4	Stakeholder Meeting.....	18
6.1.5	GIS Preparation	19
6.1.6	Control Point 1: Initiate & Plan Stage Acceptance.....	20
6.2	Assess & Define	20
6.2.1	Solution Orientation.....	20
6.2.2	Current & Future State Analysis.....	21
6.2.3	Conversion Assessment.....	22
6.2.4	Intentionally left blank.....	23
6.2.5	Intentionally left blank.....	23
6.2.6	Control Point 2: Assess & Define Stage Acceptance	23
6.3	Prepare Solution.....	24
6.3.1	Initial System Deployment	24
6.3.2	Configuration.....	25
6.3.3	Process Refinement.....	26
6.3.4	Conversion Delivery.....	27
6.3.5	Intentionally left blank.....	29
6.3.6	Intentionally left blank.....	29
6.3.7	Control Point 3: Prepare Solution Stage Acceptance	29
6.4	Production Readiness.....	29
6.4.1	Solution Validation	30
6.4.2	Go-Live Readiness	30
6.4.3	End User Training	31
6.4.4	Control Point 4: Production Readiness Stage Acceptance	33
6.5	Production.....	33
6.5.1	Go-Live.....	33
6.5.2	Transition to Client Services	34
6.5.3	Post Go-Live Activities.....	35
6.5.4	Control Point 5: Production Stage Acceptance	36
6.6	Close	36
6.6.1	Phase Closeout	37
6.6.2	Project Closeout	38
6.6.3	Control Point 6: Close Stage Acceptance	39
7.	General Assumptions.....	39
7.1	Project	39
7.2	Organizational Change Management.....	39
7.3	Resources and Scheduling.....	40
7.4	Data	40
7.5	Facilities.....	41
8.	Glossary	42
PART 4: APPENDICES		45
9.	Conversion	45



9.1	Data Conversion Process for Enterprise Permitting & Licensing Enterprise Server.....	45
9.1.1	Overview.....	45
9.1.2	Modularized Design.....	45
9.1.3	Required Fields.....	45
9.1.4	Custom Fields (any fields not available in the master table for the module in question)	45
9.1.5	Gap Handling (where legacy data doesn't fit anywhere within EG_Template).....	46
9.1.6	Contacts.....	46
9.1.7	Multiple Legacy Data Sources	46
9.1.8	Overall Architecture of Conversion.....	46
9.1.9	Progression of Conversion Development Process	48
9.1.10	Progression of Final Conversion Cutover Process (Go-Live)	49
9.1.11	Data Import Areas	49
10.	Additional Appendices	52
10.1	Intentionally left blank.....	52
11.	Project Timeline.....	53
11.1	Environmental Health Implementation Timeline.....	53



Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the GCDH (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Streamlining business processes through automation, integration, and workflows
- Provide a single, comprehensive, and integrated solution to manage business functions
- Provide a user-friendly user interface to promote system use and productivity
- Migrate Digital Health Department to Enterprise Environmental Health Solution

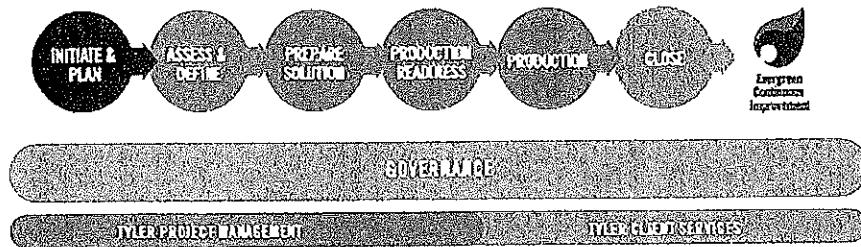
1.3 Methodology

This is accomplished by the GCDH and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the GCDH’s complexity and organizational needs.



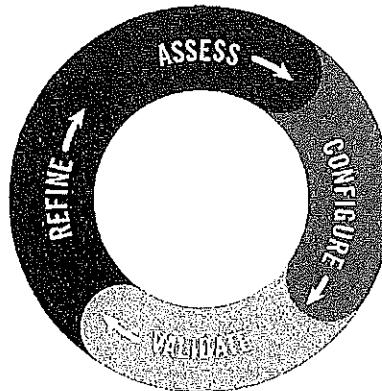
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the GCDH and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the GCDH and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the GCDH's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

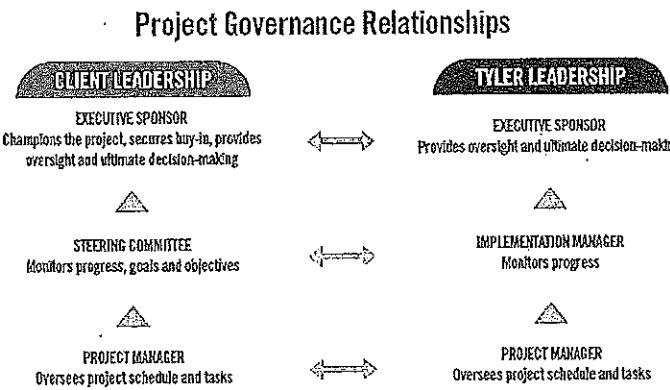
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

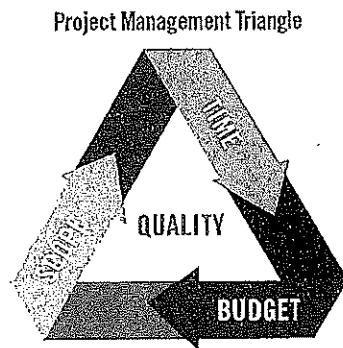
The chart below illustrates an overall team perspective where Tyler and the GCDH collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the GCDH Steering Committee become the escalation points to triage responses prior to escalation to the GCDH and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The GCDH and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project Is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

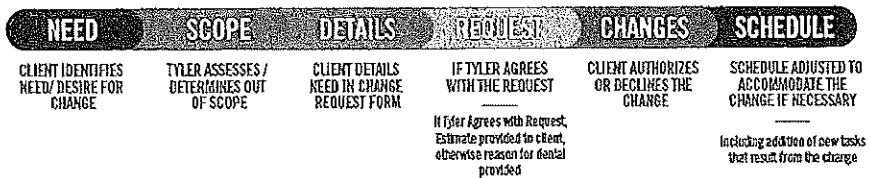
3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the GCDH; for example, the GCDH may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the GCDH, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The GCDH will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the GCDH). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each GCDH office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the GCDH will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining GCDH feedback and approval on Project deliverables will be critical to the success of the Project. The GCDH project manager will strive to gain deliverable and decision approvals from all authorized GCDH representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each GCDH department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The GCDH shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the GCDH does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the GCDH does not agree the Deliverable or Control Point meets requirements, the GCDH shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The GCDH shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the GCDH does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the GCDH and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the GCDH, but are roles defined within the Project. It is common for individual resources on both the Tyler and GCDH project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the GCDH's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the GCDH's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with GCDH management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the GCDH, the Tyler Project Manager provides regular updates to the GCDH Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the GCDH project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the GCDH project manager(s) to plan and schedule Project timelines to achieve on-time implementation.



5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the GCDH and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the GCDH any items that may impact the outcomes of the Project.
- Collaborates with the GCDH's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the GCDH's project manager(s) to set a routine communication plan that will aide all Project team members, of both the GCDH and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on In Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the GCDH through software validation process following configuration.
- Assists during Go-Live process and provides support until the GCDH transitions to Client Services.
- Facilitates training sessions and discussions with the GCDH and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.



- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the GCDH.
- Loads GCDH provided GIS data into the system.

5.1.7 Tyler Basic Network Support

- Manages incoming GCDH issues via phone, email, online customer incident portal, and from Client Services.
- Provides system support including remote support of GCDH systems, operating systems, network and local printing, and SQL assistance for the systems and platform directly attributable to the Tyler Applications.
- Tracks issues to timely and effective resolution.
- Determines root cause and provides solutions or direction/escalation to Tyler Development.
- Consults on pre-sales regarding system requirements.

1.1.1.1 Tyler Disaster Recovery Support

- Conducts and monitors nightly backups of the GCDH databases at hosting facility and transfers nightly backups to Tyler's data center.
- Provides services to host application in the event of a disaster.

5.2 GCDH Roles & Responsibilities

GCDH resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 GCDH Executive Sponsor

The GCDH executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the GCDH steering committee, project manager(s), and functional leads to make critical business decisions for the GCDH.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 GCDH Steering Committee

The GCDH steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the GCDH project manager and Project through participation in regular internal meetings. The GCDH steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The GCDH steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.



- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - GCDH Policies
 - Needs of other client projects

5.2.3 GCDH Project Manager

The GCDH shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The GCDH Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the GCDH project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The GCDH project manager(s) are responsible for reporting to the GCDH steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that Invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the GCDH project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the GCDH and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.



- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the GCDH staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all GCDH resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to GCDH technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 GCDH Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the GCDH project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of Issues
 - Communication with Tyler project team
 - Coordination of GCDH resources



- Attendance at scheduled sessions
- Change management activities
- Modification specification, demonstrations, testing and approval assistance
- Data analysis assistance
- Decentralized end user training
- Process testing
- Solution Validation

5.2.5 GCDH Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the GCDH business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the GCDH staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 GCDH End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 GCDH Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for GCDH third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the GCDH's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 GCDH GIS

- Participates in GIS planning activities.



- Responsible for management and maintenance of GCDH GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

5.2.7.2 GCDH Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the GCDH's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with GCDH and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 GCDH Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



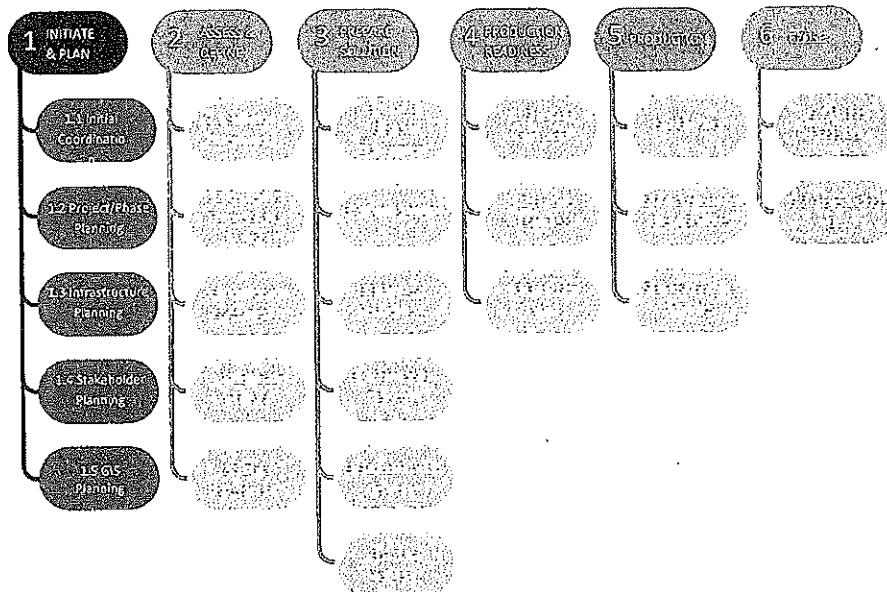
Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "Work Packages". The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a "Control Point", confirming the work performed during that stage of the Project has been accepted by the GCDH.

Work Breakdown Structure (WBS)



*Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as "Intentionally Left Blank" in Section 6 of the Statement of Work.



6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, Infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the GCDH with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the GCDH gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the GCDH's team. During this step, Tyler will work with the GCDH to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify GCDH project team.

STAGE 1	Initial Coordination																
	Tyler					GCDH											
RACI MATRIX KEY:	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I						I	I	R	I	I	I		
GCDH project team is assigned										A	I						
Provide initial project documents to the GCDH		A	R	C				C		I	I						
Gather preliminary information requested									A		R	C		C		C	C
Sales to implementation, knowledge transfer		A	R				I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the GCDH to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all GCDH Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the GCDH's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the GCDH Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the GCDH with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler				GCDH												
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Migration Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				

Develop Project Management Plan	A	R	I	I	I	I	I	I	C	C	I	I	I	I	I
Develop initial project schedule	A	R	I	I	I	I	I	I	C	C	I	I	C	I	I

Inputs	Contract documents Statement of Work Guide to Starting Your Project
--------	---

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables													
	Project Management Plan													
	Delivery of document													
	Project Operational Plan													
Initial Project Schedule	Delivery of document													
	GCDH provides acceptance of schedule based on resource availability, project budget, and goals.													

Work package assumptions:

- GCDH has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train the GCDH to install License Software. The GCDH is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure the GCDH's infrastructure meets Tyler's application requirements.
- Ensure the GCDH's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler				GCDH												
RACI MATRIX KEY:	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Migration Services	Technical Services	Change Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document	A	R	I	C	I	C	I	I	I	I	I	I	I	I	I	I	
Initial Infrastructure Meeting	A	R	I	C	I	C	I	I	C	I	I	I	I	I	I	C	

Schedule SaaS Environment Availability	A	R			C			I							
Schedule Installation of All Licensed Software	A	R			G			I							I
Infrastructure Audit	A	R			C			I							C

Inputs	Initial Infrastructure Requirements
Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Completed Infrastructure Requirements	Delivery of Requirements
Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the GCDH Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the GCDH team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler				GCDH												
	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation			C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	

Inputs	Agreement
	SOW

Project Management Plan

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 GIS Preparation

GIS data is a core part of many Tyler applications. Other GCDH offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

Objectives:

- Identify all GCDH GIS data sources and formats.
- Tyler to understand the GCDH's GIS needs and practices.
- Ensure the GCDH's GIS data meets Tyler product requirements.

STAGE 1	GIS Preparation									
	Tyler					GCDH				
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed										
	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee
Initial GIS Planning Meeting	A	R				C			C	
Determine all GIS Data Sources		I					A		R	
Provide Source GIS Data		I					A		R	
Review GIS Data and Provide Feedback		A	R			C				

Inputs **GIS Requirements Document**

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Production Ready Map Data	Meets Tyler GIS Requirements.

Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- GCDH is responsible for maintaining the GIS data.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the GCDH
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current GCDH business processes. This information will be used to identify and define business processes utilized with Tyler software. The GCDH collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on GCDH team knowledge transfer such as: eLearning, documentation, or walkthroughs. The GCDH team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the GCDH for current and future state analysis.



STAGE 2		Solution Orientation									
		Tyler									
		GCDH									
RACI MATRIX KEY:		Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee
Provide pre-requisites		A	R							I	I
Complete pre-requisites										A	R
Conduct orientation		A	R							I	I
Inputs	Solution orientation materials										
	Training Plan										

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The GCDH and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The GCDH will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the GCDH's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2		Current & Future State Analysis	
		Tyler	GCDH

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed		Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Current State process review			A	R		I	I				C	C	C	C			C	
Discuss future-state options			A	R	C	C	C				C	C	C	C			C	
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C	
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I	

Inputs	GCDH current state documentation Solution Orientation completion
--------	---

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- GCDH attendees possess sufficient knowledge and authority to make future state decisions.
- The GCDH is responsible for any documentation of current state business processes.
- The GCDH can effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler						GCDH										
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems				C						A						R	
Review and Scrub Source Data		I	I	I						A	R		C			I	
Build/Update Data Conversion Plan		R	C	G					C	I	I	I				I	

Inputs	GCDH Source data
	GCDH Source data Documentation (if available)

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables	
	Data Conversion Plan built/updated	GCDH Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the GCDH representatives to identify business rules before writing the conversion.
- GCDH subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.

- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation Is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, Information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the GCDH against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The GCDH can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*									
	Tyler					GCDH				
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee
Prepare hosted environment		A				R			I	Project Manager
Install Licensed Software with Initial Database on Server(s) for Included Environments		A				R			Functional Leads	Subject Matter Experts (Power)
Install Licensed Software on GCDH Devices (if applicable)			I			C			Change Management Leads	Department Heads
									End Users	Technical Leads

Tyler System Administration Training (if applicable)			A			R				I									C
--	--	--	---	--	--	---	--	--	--	---	--	--	--	--	--	--	--	--	---

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Licensed Software is Installed on the Server(s)	Software is accessible
Licensed Software is Installed on GCDH Devices (if applicable)	Software is accessible
Installation Checklist/System Document	System meets prescribed checklist
Infrastructure Design Document (C&J – if Applicable)	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The GCDH will provide network access for Tyler modules, printers, and Internet access to all applicable GCDH and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the GCDH to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The GCDH collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the GCDH Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																	
	Tyler						GCDH											
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads	
Conduct configuration training		A	R						I	C				C				

Complete Tyler configuration tasks (where applicable)			A	R						I	I		I		
Complete GCDH configuration tasks (where applicable)			I	C						A	R		C		
Standard interfaces configuration and training (if applicable)			A	R			C			I	C		C		C
Updates to Solution Validation testing plan			C	C						A	R		C		C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The GCDH is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the GCDH users on how to execute processes in the system to prepare them for the validation of the software. The GCDH collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the GCDH understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement														
	Tyler				GCDH										
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed															
Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts [Power]	Department Heads	End Users
															Technical Leads



Conduct process training			A	R					I	C	I	C			
Confirm process decisions			I	C					A	R	C	I	C		
Test configuration			I	C					A	R		C			
Refine configuration (GCDH Responsible)			I	C					A	R		C			
Refine configuration (Tyler Responsible)			A	R					I	I		I			
Validate Interface process and results			I	C			C		A	R		C			C
Update GCDH-specific process documentation (if applicable)			I	C					A	R		C			
Updates to Solution Validation testing plan			C	C					A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed GCDH-specific process documentation (completed by GCDH)	

Work package assumptions:

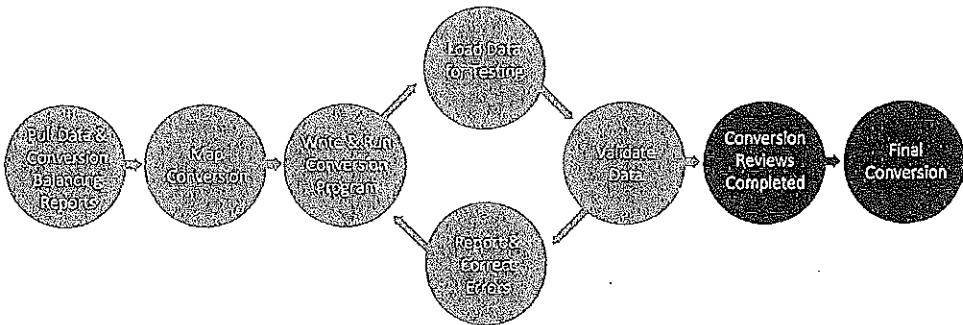
- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the GCDH's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the GCDH will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the GCDH to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.





Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler					GCDH											
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I					
Populate data crosswalks/code mapping tool			I	C	C					A	R		C				
Iterations: Conversion Development			A	C	R						I					I	
Iterations: Deliver converted data			A		R		I				I					I	
Iterations: Proof/Review data and reconcile to source system			C	C	C		I				A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The GCDH will provide a single file layout per source system as identified in the Investment summary.
- The GCDH subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The GCDH project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the GCDH team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the GCDH to review the status of the project and the organization's readiness for go-live.



6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the GCDH verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the GCDH organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler		GCDH														
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Project	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C					C	C		C				
Update test scripts (as applicable)			C	C	C					A	R		C				
Perform testing			C	C	C					A	R		C				
Document issues from testing			C	C	C					A	R		C				
Perform required follow-up on issues			A	R	C					C	C		C				

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria (only) for Deliverables
	Solution Validation Report	GCDH updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the GCDH will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the GCDH has considered its ability to successfully Go-Live. Issues

and concerns will be discussed, and mitigation options documented. Tyler and the GCDH will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness										
	Tyler					GCDH					
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed											
	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Expert	Migration Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager
Perform Readiness Assessment	I	A	R	C	C	I	I	I	I	I	I
Conduct Go-Live planning session		A	R	C					C	C	C
Order peripheral hardware (if applicable)			I					A	R		
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I		C	C	I
Develop Go-Live checklist	A	R	C	C					C	C	I
Final system infrastructure review (where applicable)		A			R			C			C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables		
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the GCDH	

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop GCDH specific business process documentation. GCDH-led training labs using GCDH specific business process documentation if created by the GCDH can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The GCDH is prepared for on-going training and support of the application.

STAGE 4		End User Training																	
		Tyler						GCDH											
		Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads	
Update training plan		A	R	C							C					C			
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C			
Train-the-trainer		A	R	C							C	C	I	C					
End User training (GCDH-led)			C	C							A	R	I	C	C	C			
Inputs		Training Plan List of End Users and their Roles / Job Duties Configured Tyler System																	
Outputs / Deliverables								Acceptance Criteria [only] for Deliverables											
								GCDH signoff that training was delivered											

Work package assumptions:

- The GCDH project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the GCDH as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of GCDH departments.
- The GCDH will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the GCDH will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the GCDH to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the GCDH and Tyler will complete work assigned to prepare for Go-Live.

The GCDH provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the GCDH manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the GCDH during Go-Live activities. The GCDH transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- GCDH data available in Production environment.

STAGE 5	Go-Live
Tyler	GCDH

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed		Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Migration Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C					A							R	
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C	
Proof final converted data, if applicable			C	C	C						A	R		C				
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C				
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C	

Inputs	Comprehensive Action Plan for Go-Live Final source data (if applicable)
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	GCDH confirms data is available in production environment

Work package assumptions:

- The GCDH will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The GCDH business processes required for Go-Live are fully documented and tested.
- The GCDH Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The GCDH Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the GCDH teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition

of the GCDH onto the Tyler Client Services team, who provides the GCDH with assistance following Go-Live, officially transitioning the GCDH to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the GCDH teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler				GCDH												
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Transfer GCDH to Client Services and review issue reporting and resolution processes	I	I	A	I	I	R	R	R	I	I	C	C	C	C			
Review long term maintenance and continuous Improvement	I		A			R				C	C	C	C				

Inputs Open item/Issues List

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables	
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities									
	Tyler					GCDH				
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee
Schedule contracted activities that are planned for delivery after go-live	A	R	C	C	C	C	C	C	C	Project Manager
Determine resolution plan in preparation for phase or project close out	A	R	C	C	C	C	C	C	C	Functional Leads
										Change Management Leads
										Subject Matter Experts (Power)
										Department Heads
										End Users
										Technical Leads

Inputs List of post Go-Live activities

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Updated Issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The GCDH transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).



6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the GCDH for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the GCDH teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler					GCDH											
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Migration Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	GCDH
Project Leadership		Project Manager
Project Manager		Project Sponsor(s)
Implementation Consultants		Functional Leads, Power Users, Technical Leads
Technical Consultants (Conversion, Deployment, Development)		
Client Services		

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the GCDH may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the GCDH teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6		Project Close Out																
		Tyler					GCDH											
		Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed																		
Conduct post project review		A	R	C	C	C	C					C	C	C	C		C	
Deliver post project report to GCDH and Tyler leadership	I	A	R							I	I	C						
Release Tyler project resources	A	R	I									I						

Inputs	Contract Statement of Work
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Outputs / Deliverables	Acceptance Criteria (only) for Deliverables	
	Post Project Report	GCDH acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.

- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the GCDH will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The GCDH Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the GCDH project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the GCDH is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the GCDH to make process changes.
- The GCDH is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, GCDH is responsible for managing Organizational Change. Impacted GCDH resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that Impacted GCDH resources understand the value of the change, and why they are being asked to change.



7.3 Resources and Scheduling

- GCDH resources will participate in scheduled activities as assigned in the Project Schedule.
- The GCDH team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the GCDH will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The GCDH will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The GCDH makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The GCDH will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The GCDH will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The GCDH is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the GCDH representatives to identify business rules before writing the conversion. The GCDH must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The GCDH will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The GCDH Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The GCDH is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)



7.5 Facilities

- The GCDH will provide dedicated space for Tyler staff to work with GCDH resources for both on-site and remote sessions. If Phases overlap, GCDH will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The GCDH will provide staff with a location to practice what they have learned without distraction.



8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and receive data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.

Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for Individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.



Part 4: Appendices

9. Conversion

9.1 Data Conversion Process for Enterprise Permitting & Licensing Enterprise Server

9.1.1 Overview

This document is an introduction to the SQL Server EG_Template database and how to populate it. The Full Conversion is the same process, as the Templated. However, with the Full Conversion option, Tyler is responsible for the data import instead of the client.

9.1.2 Modularized Design

As with the Enterprise Permitting & Licensing software, the EG_Template db is sectioned into modules. Each contains one master table at the top of the chain (ex. 'permit' for the Permit module). Within each module, various child tables branch below the master table for the associated module (ex. 'permit_address', 'permit_note', etc.).

Some tables cross multiple modules. The most notable of these involve inspections and payment transactions.

The EG_Template database includes database diagrams, which indicate the tables and their relationships to each module.

9.1.3 Required Fields

In the Enterprise Permitting & Licensing software, some fields are "Required Fields," and the associated columns must be populated for records to be written to the Enterprise Permitting & Licensing db. On occasion, these required fields will not be available in the legacy source data, so a simple default value can be written to the EG_Template db to fulfill any NOT NULL constraint.

Dropdown picklist columns restrict the user from entering certain values in the Enterprise Permitting & Licensing db. Conversely, drop-down fields do not have a restriction on values written to the EG_Template db. Therefore, exact spelling or careful matching to the Enterprise Permitting & Licensing configured values is not a requirement for fields intended for Enterprise Permitting & Licensing drop-down fields. Tyler maps the values through a separate table to translate the values to the appropriate Enterprise Permitting & Licensing value during conversion and collaborates with the GCDH to validate the resulting mappings during the development phase of the conversion.

9.1.4 Custom Fields (any fields not available in the master table for the module in question)

Most legacy systems have some attribute fields that are not specified in the corresponding master table within EG_Template. Tyler refers to these as custom fields. Within each module exists a child table for such custom fields. Since these fields are specific to the legacy system(s), the GCDH may add columns to these



tables in EG_Template to accommodate any needed custom fields in the migration. For example, 'permit_additional_fields' is the table for extra fields relating to the 'permit' records.

9.1.5 Gap Handling (where legacy data doesn't fit anywhere within EG_Template)

On occasion, legacy systems contain special features for which Enterprise Permitting & Licensing does not account in the EG_Template db. As a result, the need may arise to develop a modified solution to address special cases.

9.1.6 Contacts

Contacts generally fall into two categories:

1. Those managed with each person/company having one contact record, kept up to date over time. With this model, there is generally no duplication of contact records (except when created by mistake).
2. Contacts where the user enters the contact attribute info on each permit, case, license, etc. With this model, there is no single master record representing the contact itself and there is likely considerable duplication of contacts.

Enterprise Permitting & Licensing stores contacts as in category 1 above. Tyler migrates contacts put into EG_Template without a master 'contact' record link (category 2 above) into custom field memo boxes to avoid duplication of contacts within the Enterprise Permitting & Licensing contact repository. For example, when populating the permit contacts, for contacts in category 1, input the record into the 'permit_contact' table. Input contacts for category 2 into the 'permit_contact_no_key' table.

9.1.7 Multiple Legacy Data Sources

When presenting multiple data sources, ensure population of EG_Template for all data sources. At the main table level, an optional column exists for the legacy data source. Tyler provides this column to easily count or research records originating from a particular legacy data source.

9.1.8 Overall Architecture of Conversion

There are 3 SQL Server databases involved in the conversion process.

1. EG_Template (for legacy data)
3. Enterprise Permitting & Licensing (the production Enterprise Permitting & Licensing db)
4. A database containing all conversion processes and mapping tables; maintained by Tyler's data conversion team. This db translates the data from EG_Template into the Enterprise Permitting & Licensing db.

EG_Template

- All legacy data sources populated into one db within the templated table structure.

Mapping and Conversion Code

- Db used to map/translate data before passing into EnerGov. Stored procedures and functions exist in this db, which becomes the conversion source code.

EnerGov DB

- EnerGov db used by the EnerGov software.



9.1.9 Progression of Conversion Development Process

Step	Step Name	Responsible Party	Notes
1	Provide empty EG_Template database to client	Tyler	Database format will be SQL Server
2	Load legacy data into template database	GCDH	If there are multiple legacy data sources, all should be loaded into the one template SQL database.
3	Mapping process	Tyler /GCDH	Dependent on completed Enterprise Permitting & Licensing configuration Spreadsheets will be used to communicate mapping values. Mapping questions may arise and both parties may need to discuss these until answers are agreed upon.
4	Import-specific configuration changes to Enterprise Permitting & Licensing	Tyler	Certain fields or values may need to exist for imported records only. These usually require some minor Enterprise Permitting & Licensing configuration changes.
5	Customize conversion scripts	Tyler	Minor customization can be expected for many conversions, based on special requests from client. Any special requests would also be added into the conversion scripts at this time.
6	Conversion execution	Tyler	Resulting Enterprise Permitting & Licensing database will be provided to the GCDH team for review.
7	Review and either sign-off or request changes	GCDH	GCDH team will review the data and the interaction with it in the Enterprise Permitting & Licensing software. If it meets the client's needs, sign-off will occur. If not, certain steps above may need to be repeated until the GCDH signs off on the conversion.

9.1.10 Progression of Final Conversion Cutover Process (Go-Live)

Step	Step Name	Responsible Party	Notes
1	Load legacy data into template database	Client	This should just be an up-to-date extract of the legacy data into the template db.
2	Conversion execution	Tyler	Resulting Enterprise Permitting & Licensing database will be provided to GCDH team. This will be the production Enterprise Permitting & Licensing
3	Go-Live	Tyler / Client	Verification of Enterprise Permitting & Licensing db and site functionality. Data Conversion sign-off. Move to production phase.

9.1.11 Data Import Areas

9.1.11.1 Business Management

- Business entity (Only for Business Licensing)
- License master basic information
- License Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note Parcel and Addresses
- Reviews and Approvals – Converted to Activity
- Fees
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Holds
- Initialized Workflows
- Attachments
- Contractors
- Business Types & NAICS codes
- Payment and Fee History

9.1.11.2 Community Development: Code Cases

- Code Case master basic information
- Code Case Contacts and Properties
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity Active Fees
- Activities and Actions
- Notes
- Holds
- Initialized Workflows
- Attachments

- Violations
 - Fees
 - Payments
 - Notes
- Meetings and Hearings
- Zones
- Requests
- Payment and Fee history

9.1.11.3 Community Development: Permits

- Permit master basic information
- Permit Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity
- Inspections and Inspection Cases
- Sub-Permit Associations – Visible in workflow and attached records section
- Fees
- Meetings and Hearings
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Zones
- Holds
- Renewals
- Initialized Workflows
- Attachments
- Contractors
- Projects
- Payment and Fee History

9.1.11.4 Community Development: Plans

- Plan master basic information
- Plan Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity
- Inspections and Inspection Cases
- Fees
- Meetings and Hearings
- Bonds and Escrow
- Activities and Actions
- Conditions

- Notes
- Zones
- Holds
- Initialized Workflows
- Attachments
- Projects
- Payment and Fee history



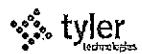
10. Additional Appendices

10.1 Intentionally left blank.



11. Project Timeline

11.1 Environmental Health Implementation Timeline



ID	Task Name	V-1	V1	V2	V3	V4	V5	V6	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16
Environmental Health																								
Stage 1: Initiate and Plan (All applications)																								
Stage 2: Assess & Define																								
Stage 3: Prepare Solution																								
Stage 4: Production Readiness																								
Stage 5: Production																								
Stage 6: Close																								
Project Complete																								

This timeline is an example. Please use it as a general guide—ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blockout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.

EXHIBIT B



Invoicing and Payment Policy

We will provide you with the software and services set forth in the Agreement between the Parties. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Agreement as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, in advance. SaaS Fees for the initial term, as defined in Section (1), page 1 of the Contract document section of this Agreement, are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS Fees will be at our then-current rates.
2. **Implementation Services.** Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
3. **Expenses.** The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



EXHIBIT C



SERVICE LEVEL AGREEMENT

A/K/A Exhibit C

A/K/A Annual Support and Hosting Statement of Work; A/K/A Statement of Work (SOW)

I. Overview

As more particularly described in the Agreement, the DHD System Maintenance includes a non-transferrable, limited, nonexclusive limited right to use the SaaS Services for named Client staff. This includes:

- The use of the Client Production System in the offices,
- The use of the offline version of the System ("Field Client"),
- Software support, i.e. correction of System-generated errors and identified bugs in the approved and implemented System functionality, and work stoppage issues created by these errors,
- Hosting of Client data and complete System application,
- Technical support to Client staff handled through Client and Tyler Maintenance Support team for modules on the current production System,
- Software Support

A. Software Version Releases

1. Although there are no formal software version releases, the DHD system is periodically updated to include system-wide improvements and features. As these updates are completed, they are implemented to the live system at no additional charge to the Client.
2. Tyler will notify the Client of any software modifications and revisions. The notification shall include, but may not be limited to, a statement describing the effect of including the software change on the system, application programs, data files, workstation functions and services, and personnel training recommendations.

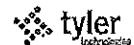
B. Client Issue Tracker

The System includes the Client Issue Tracker module. The Client System Administrators (CSAs) are able to enter issues, open tickets, and enter requests. CSAs can also monitor the progress of the ticket as it moves through the system and are alerted when the issue is resolved. Each issue is assigned a priority level and a status, so pending issues can be addressed in order from highest priority to lowest as defined by Client and specified to Tyler staff.



C. Bug/Error/Break Fixes

1. Bugs, errors, and breaks are defects in the product, that is, a deviation between the functionality of the product and its actual performance. A bug fix is required to change the code to repair the bug. Bug fixes could be associated with a single line of code or large portions of code thus requiring more development time.
2. Critical Bugs are defined as problems that create a Client work stoppage, problems that affect the Client's ability to use the System as it was designed, problems that prevent the Client from doing business, or problems that prevent the Client from submitting data to the System.
 - a) If the Client reports an issue as a Critical Bug, Tyler staff will review and verify the status. If the issue does not qualify as a Critical Bug as defined above, Tyler staff will update the issue status, assign it to a Work Order, and notify Client.
3. Escalated Issues are defined as those issues that do not meet the qualifications of a Critical System Bug but still need to be addressed and corrected as soon as possible, e.g. before all other issues in Issue Tracker except Critical Bugs. Only Tyler staff is able to Escalate Issues. The types of issues that can be elevated to an Escalated Issues status are:
 - a) Time-sensitive or urgent report requests that have a hard date and/or time deadline, such as media requests or legislative reports,
 - b) Time-sensitive or urgent change requests that have a hard date and/or time deadline, such as state-mandated changes regarding permit renewals, licensing, or billing. Additional charges may apply to escalated change requests that fall outside the original Scope of Work.
4. Critical Bugs and Escalated Issues receive top priority in the maintenance schedule. When Critical Bugs and Escalated Issues are reported, they are verified by Tyler, acknowledged, and typically resolved within twenty-four (24) hours. If a Critical Bug will take longer than twenty-four (24) hours to correct, the Client will be notified of the proposed correction within twenty-four (24) hours. If there are more than three (3) Escalated Issues in the Client System at one time, a Work Order will be created containing only the Escalated Issues, and will be moved into the development schedule as soon as possible. The estimated turnaround for Escalated Issues is seven (7) business days.
5. A Work Order is defined as a list of issues, grouped by issue priority and system module, created by Tyler staff and approved by the Client. Work Orders may contain up to twenty (20) issues and must be approved by Client signature before added to the maintenance schedule. Once a Work Order is complete, the Client will have 30 calendar days to review, test, and accept the Work Order by Client signature, or reject the changes in writing, with detailed documentation of the reasons for rejection. Once the Client accepts the Work Order, the changes will be pushed to the Client Production System within two (2) business days. All items within a Work Order will be pushed to production at one time, not piecemeal. The estimated turnaround time for Work Orders is sixty (60) to ninety (90) business days.



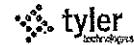
- a) Once a Work Order is pushed to the production system and verified by Client, the Client will sign a completion form, indicating acceptance of all the issues within the Work Order. No additional Work Orders will be moved into development until the completion form is signed.

D. State-Mandated Changes

1. During the course of this contract, the federal, state, or county laws, ordinances, policies, or procedures may be changed or updated, and require the addition of fields to system screens and/or format changes to printable forms, or a change in the format in which the data is collected or output on a standard form directly relating to a module included in the Client Production System. Tyler will accommodate up to one (1) form change and ten (10) field changes per module annually. Further changes will be quoted on a case-by-case basis at the standard rate of \$200 per hour.
2. In the event that major functionality or report changes are required as the result as a law or ordinance change, the upgrade may require additional funding and will be quoted on a case-by-case basis at the standard rate of \$200 per hour.

E. System Enhancements

1. System Enhancements are defined as change requests and feature requests, which affect System appearance and/or functionality not included in the existing System functionality or that fall outside the system Scope of Work and/or approved system documentation.
2. The Tyler Project Team on a case-by-case basis evaluates change requests. Each change request will be reviewed against the original System scope of work and approved specifications, and will be quoted to the Client at the standard per-hour development rate.
3. Feature requests are evaluated by the Tyler Project Team on a case-by-case basis. Each request will be reviewed against the original scope of work and approved system specifications, and will be quoted to the Client at the standard per-hour development rate.
4. All changes and enhancements to the system will be quoted to the client on a case-by-case basis. No billable work will be performed until both parties sign a written agreement that includes scope of work, project timeline, and approved payment milestones.
5. Changes and features are first implemented and tested on Tyler's Development server. After the change is approved internally, it is pushed to the Testing server. This server is the Client's testing environment, which is an exact replica of the production system. This testing environment is standard in the system, and there is no extra fee for this feature. Once the enhancements have been fully tested and approved by the Client, they are pushed to the production system where they are immediately available to all users. There is no downtime for any user, and no extra software installations are necessary.
6. Change and feature requests will be addressed in ninety (90) to one hundred and twenty (120) working days, depending on type of request, complexity, and current development schedule.



F. Priorities

The Priority field helps define an Issue's importance to the Client and is used to determine delivery dates. The options are: Very High, High, Medium, Low, and Very Low.

1. The "Very High" status is reserved for Work Stoppage bugs only. The status of a Work Stoppage is strictly reserved for bugs that are preventing use of the system. Work Stoppage Bugs are corrected within 24 hours unless otherwise notified by the Tyler Maintenance Team.
2. In the event of a major issue that impacts production, procedures are in place to allow immediate attention to focus on that item whether it requires programming resources or other Tyler staff participation.
3. All escalation is handled through Tyler technical support. Depending on the type of issue, the system may escalate an item to one department or another (for example, Database Administration, Project Management, or Development). Any time an issue is escalated to senior technical staff the Client will receive an estimated correction time and a reason for the escalation to senior tech staff.

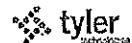
G. Project Procedures

Each deliverable document or Work Order will be approved in accordance with the following procedure:

1. One printed draft of the deliverable document is submitted to the Client Project Manager, with a deliverable acceptance document including an approval signature page. It is the Client Project Manager's responsibility to make and distribute additional copies to the other reviewers.
2. Within five (5) business days the Client Project Manager will either approve the deliverable or provide the Tyler Project Team written documentation of the discrepancies.
3. The Tyler Project Manager will resubmit, in electronic form, the final version of the deliverable document to the Client Project Manager for approval. The Client Project Manager will provide final written approval within five (5) working days.
4. Reasonable delays in this approval process will be considered and allowed if agreed by the Tyler and the Client Project Manager.

H. Escalation Procedure

When a conflict arises between Client and Tyler, the project team member(s) will first strive to resolve the problem internally. The following procedure will be followed if resolution is required to a conflict arising during the performance of this SOW:



1. Level 1: If the project team cannot resolve the conflict within five (5) working days, the Client Project Manager and Tyler Project Manager will meet to resolve the issue.
2. Level 2: If the conflict is not resolved within five (5) working days after being escalated to Level 1, the Client Project Sponsor will meet with the Tyler Project Executive and Project Manager to resolve the issue.
3. Level 3: If the conflict remains unresolved after Level 2 intervention, resolution will be addressed in accordance with the Project Change Control Procedures or termination of this SOW, the Hosting SOW, and contract under the terms of the Agreement.
4. During any conflict resolution, Tyler agrees to provide services relating to items not in dispute, to the extent practicable pending resolution of the conflict.

I. Rate for Additional Work

1. Changes to the system appearance and functionality will be quoted on a case-by-case basis at a rate of \$200 per hour. This price covers all project management and development staff time. Travel and other expenses are not included in the per-hour price and may be quoted separately as necessary. No billable work or travel will be performed until both parties sign a written agreement that includes scope of work, project timeline, and approved payment milestones.

II. System Hosting

System Hosting includes hardware support and maintenance for all Tyler-controlled equipment involved in hosting the Client's system, data and application storage, data and application backups, and disaster recovery.

A. Connectivity

The DHD system is accessed through an Internet browser and an Internet connection. No additional Client connectivity is required to access the full functionality of the production DHD system.

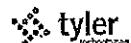
B. Data Storage

The data storage subsystem is configured with 9 terabytes of storage and can be expanded at any time if necessary for the term of the contract.

C. Backups

The System is 100% web-browser based and is hosted on servers that Tyler maintains. Tyler is responsible for backups, security administrations, and problem resolutions. Tyler will run nightly backups of all data. The following backups are performed:

1. Nightly differentials,



2. Weekly move backup,
3. Monthly backup rotation.

D. Disaster Recovery

In the event that data recovery is necessary following a disaster that would render data in the primary database unrecoverable, Tyler would look first to the most recent incremental backup of data and attempt to restore. In the event that both the primary database and the incremental backup experienced a catastrophic failure, Tyler would restore from the nightly incremental backup. In the event that all three of these data sources were unavailable or had catastrophic failures, Tyler would retrieve the most recent daily or weekly backup from the long-term backup storage and restore. An exception to this process would be if data were available from another backup source maintained at the Client site – at that point, if the client felt their copy was the most up-to-date, Tyler would restore data from the copy the Client deemed appropriate.

E. Hardware Support

Hardware is defined as the processor(s), RAM, hard disk(s), motherboard, NIC card, and other related components included in the Tyler server assigned to the Client System. All hardware components directly relating to the Client System will function properly and any failed component will be replaced immediately at no additional Client cost. The replacement process will begin when the cause of the problem has been determined. Hardware replacement is guaranteed to take no more than four (4) hours.

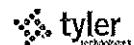
F. Network Availability

Network uptime occurs when the functionality of all Tyler network infrastructure including cabling, switches, and routers, is operating as designed. Network downtime occurs if the Tyler servers are unable to transmit and/or receive data, and if the Client opens a service ticket for the incident in the System ticket-tracking module. Network downtime is measured from the time the Client ticket is opened to the time the issue is resolved and the Tyler network comes back online. The Tyler network will be available 99.9% of the time, excluding scheduled maintenance or upgrades approved by both Client and Tyler.

G. Infrastructure Guarantee

Critical systems include all power and HVAC infrastructure, UPS equipment, and cabling. Power supplies of individual servers are not included (see below for Hardware Guarantee). Critical systems downtime occurs when a Tyler server assigned to Client System is shut down because of power or heat problems, and if the Client opens a service ticket for the incident in the Client System ticket tracking module. Critical system downtime is measured from the time the Client ticket is opened to the time the issue is resolved and the Tyler server comes back online. Tyler critical systems, including power and HVAC, are available 99.9% of the time, excluding scheduled maintenance periods.

H. Maintenance and escalation (scheduled and unscheduled)



1. Tyler will notify Client at least 48 hours in advance of any scheduled network downtime for System maintenance and service.
2. In the event of an unscheduled outage, Tyler will immediately notify the Client contact, informing them of the outage and its estimated length. Should the outage last more than four hours Tyler will provide an update to Client every four hours as to the system status.
3. All updates and notifications will be delivered via email to the Client contact.

I. Remedies

1. Should a Tyler outage occur that results in Client system unavailability in excess of the guaranteed uptimes, Tyler will credit Client 5% of the monthly SaaS fee for every 5% of downtime with 95% as the first credit threshold. Credits will be applied toward future SaaS payments.

J. Exceptions

1. Delinquent customers may not take advantage of our uptime guarantee. Client must request all credits in writing within three (3) calendar days of the reported downtime, and the downtime must be from a single occurrence.

III. Customer Support

- A. On-line Support: System includes online text based help down to the field level. Users can hover the mouse over a field and popup text help for that field will appear.
- B. Telephone Support: Telephone support for Client System Administrators between the hours of 8:00 AM and 6:00 PM EST. There is a 24-hour emergency support line available for Client System Administrators, but not general staff. General staff issues should be first directed to the Client District System Administrator to determine that the issue does not pertain to Client policy. If the issue is a legitimate system use issue and the Client District System Administrator is unable to assist the user, the Client District System Administrator may call the Support line to receive additional assistance from a Tyler staff member.
- C. Virtual Support: Tyler technical staff can remote in to the application so that they can see the exact screen that an employee is on at any time. This allows them the ability to assist as if they were sitting next to the employee. The Client has to allow access to the system through the Client firewall.
- D. User Manual: Electronic user manual documentation is configured to reflect the custom features of Client's specific version on the application.

IV. Roles and Responsibilities

Role	Responsibilities
Application Support (Table Maintenance)	The Client will be responsible for making some table changes to the system using Tyler-developed tools through the DHD system.



Role	Responsibilities
	The Client will also be responsible for using Issue Tracker to request changes to the system that are not available to them through the system. Tyler is responsible for fully supporting the application.
Communication	The Client is responsible for appointing a System Administrator who can verify and enter Issue Tracker items, set up users, etc. This position requires no special software or hardware knowledge and does not require a major time investment. Tyler is responsible for notifying the client of scheduled outings, updates on system changes, etc. Both the Client and Tyler are responsible for communication about the DHD system.
Connection	The Client is responsible for monitoring and ensuring that the internet connection is working properly.
Hardware Maintenance	The Client is responsible for all hardware purchased, installed, and used by the Client. Tyler is responsible for application and server hardware and peripheral equipment pertaining to those servers.
Information Services Technical	The Client is responsible for maintaining Client's own technical staff as it relates to the Client's existing infrastructure. Tyler will be responsible for everything that applies to the production system, data storage, and application and server hardware.
Network Support	The Client is responsible for maintaining their own network system so that users are able to access the Internet and a web browser. Tyler is responsible for all network support to application and data servers.
Security Monitoring	The Client is responsible for monitoring Internet security and any other security measures already in place. Additionally, the Client will be responsible for maintaining the integrity of the internal user security (permissions, passwords, etc.). Tyler is responsible for monitoring security at the data and application server level.
Software Updates	Tyler is responsible for all software updates on the application. The Client is responsible for other applicable software updates on the Client's hardware (operating systems, Internet browser, etc.).

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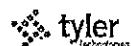


EXHIBIT D



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-423171	06/01/2023	1 of 1

Questions:
Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

Bill To: GLOUCESTER COUNTY DEPARTMENT OF
HEALTH AND HUMAN SERVICES
204 EAST HOLLY AVENUE
SEWELL, NJ 08080

Ship To: GLOUCESTER COUNTY DEPARTMENT OF
HEALTH AND HUMAN SERVICES
204 EAST HOLLY AVENUE
SEWELL, NJ 08080

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
			USD	NET30	07/01/2023
Date	Description		Units	Rate	Extended Price
	DHD - Environmental Health Data Management System Account - Annual Fee Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024		1	23,292.14	23,292.14

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