



This Technical Services Agreement (“Agreement”) is entered into this 19th day of February, 2018, by and between the Kansas Department of Revenue (“State” or “KDOR”) and CGI Technologies and Solutions Inc. (“CGI” or “Contractor”) and shall be applicable to Technical Services Statement of Work No. 1 (“TS SOW No. 1”) and all other Technical Services Statements of Work issued pursuant to the Agreement except as otherwise expressly provided by the applicable Technical Services Statement of Work.

#### 1.1 Technical Services Terms and Conditions

This Section 1.1 sets forth the terms and conditions applicable to the performance of Services pursuant to this Agreement, TS SOW No. 1, and any other Technical Services Statements of Work issued pursuant to this Agreement.

##### 1.1.1 DEFINITIONS

Capitalized terms used in the Contract Documents will have the meanings given below or in the context in which the term is used, as the case may be.

- A. “Affiliate” of a party means any other entity that directly or indirectly controls, or is under common control with, or is controlled by, the party. As used in this definition, “control” means actual or equitable ownership of a majority of the shares (or other securities, partnership interests or means of ownership, as the case may be) of an entity.
- B. “CGI Materials” has the meaning set forth in Section 1.1.8.B of this Agreement.
- C. “CGI System” means, collectively and exclusively, all of the components of the infrastructure and computing environment used by CGI and owned by CGI or its suppliers to perform the Services, including the Managed Application(s), CGI or third party facilities, hardware, operating systems, software applications and associated databases, tables, data and documentation and training materials. “CGI System” excludes Managed Application(s) to the extent the Managed Application is a third party product provided to CGI by the State.
- D. “Change Order” means a written amendment to a Technical Services Statement of Work that is prepared and signed by authorized representatives of both parties.
- E. “Content” means any information, data, and any other materials placed by KDOR and/or its customers and/or by CGI on KDOR’s behalf onto the CGI System. This in no way is intended to convey ownership of client data to CGI.
- F. “Contract Documents” means the Agreement and all Technical Services Statements of Work issued thereunder, as well as any amendments or Change Orders to any of them.
- G. “Deliverables” mean any materials to be developed by CGI that are designated in a Technical Services Statement of Work as being subject to a formal acceptance process upon delivery to State. Deliverables may be either Written Deliverables or Software Deliverables.
- H. “Exfiltration” means the unauthorized transfer of Content from the CGI System. Exfiltration may be manual – i.e., carried out by any unauthorized person with physical access to Content – or it may be automated and carried out through malicious programming over a network.
- I. “Exposure” means the disclosure of Content to unauthorized persons.

- J. "Managed Application" means the proprietary software application(s) listed in Schedule 2 Appendix 2.1 of TS SOW No. 1 that will be operated for use in providing Services to the State.
- K. "Payment" is the amount of money in US \$ KDOR is required to pay CGI pursuant to the applicable Technical Services Statement of Work and Payment Schedule.
- L. "Services" means the consulting, software development, transition, managed services and other professional services provided by CGI pursuant to a Technical Services Statement of Work under this Agreement. Subcategories of Services to be performed under TS SOW No. 1 are further defined in Schedule 3 (Fees). In the case of time and materials Services, "Services" does not include time that elapses while a CGI resource passively attends the running of a system function without performing monitoring or other active Services.
- M. "Project Plan" means a document that states in detail the responsibilities of and tasks for each party under a particular Technical Services Statement of Work. The Project Plan, at the time of creation, will be incorporated by reference and made part of the applicable Technical Services Statement of Work. The Project Plan will be updated from time to time as mutually agreed by the parties, and will supersede all prior Project Plans for the applicable Technical Services Statement of Work.
- N. "Security Incident" means unauthorized or unlawful access to the Content resulting in Exfiltration or Exposure of all or part of the Content.
- O. "Service Level" means a target for a specific Service Metric against which CGI's performance is to be measured and reported. "Service Levels" are the collective set of Service Levels as more fully specified in the Service Level Agreement set forth in Schedules 2.4 (Service Level Framework) and 2.4.1 (Service Level Agreements) and of this Agreement.
- P. "Software Deliverables" mean Deliverables that are operational software (a completed system or any module, subsystem or release).
- Q. "Specifications" mean a mutually agreed upon document that describes with particularity the functions to be performed by a Software Deliverable and that is designated in the Technical Services Statement of Work under which the Software Deliverable is being developed as the specifications for that Software Deliverable.
- R. "Technical Services Statement of Work" means a document describing the Services that CGI agrees to perform for State and any specific terms and conditions for such Technical Services Statement of Work. Each Technical Services Statement of Work will be for Services related to the Services to be performed under this Agreement and will be signed by authorized representatives of both parties.
- S. "Written Deliverables" mean Deliverables that are documents, such as reports, system designs or documentation.

#### **1.1.2 SCOPE OF WORK**

- A. Authorization to Perform Services. The Services to be performed under this Contract are specified in TS SOW No. 1 dated February 19, 2018, entered into by the parties hereunder. Additional separate projects or CGI work assignments, if any, will be authorized by the execution of a separate Technical Services Statement of Work. Each Technical Services Statement of Work will constitute a separate contract between the signing parties incorporating the terms and

conditions of the Agreement by reference. A Technical Services Statement of Work may amend the terms and conditions of the Agreement as they apply to that particular Technical Services Statement of Work, but only if the Technical Services Statement of Work expressly identifies the section(s) that are being amended.

- B. **Affiliates.** An Affiliate of State may order Services from CGI and/or an Affiliate of CGI may agree to provide the Services for State under a Technical Services Statement of Work. If an Affiliate of State executes a Technical Services Statement of Work, then for the purposes of that Technical Services Statement of Work the term "State" as used in the Agreement and the Technical Services Statement of Work will be interpreted as a reference to State's Affiliate, rather than to State itself. If an Affiliate of CGI executes a Technical Services Statement of Work, then for the purposes of that Technical Services Statement of Work the term "CGI" as used in the Agreement and the Technical Services Statement of Work will be interpreted as a reference to the CGI Affiliate, rather than to CGI itself.
- C. **Technical Services Statement of Work Managers.** Each Technical Services Statement of Work will identify the "Technical Services Statement of Work Manager" for each party, who will be authorized to give or obtain all information, decisions and approvals for that Technical Services Statement of Work.

### 1.1.3 PERFORMANCE OF THE SERVICES

- A. General. Unless and except to the extent the Technical Services Statement of Work expressly provides otherwise, the State shall use the Services only for KDOR's internal business purposes, not for resale or otherwise for the benefit of third parties.
- B. Service Levels. CGI will perform the Services in a manner that meets or exceeds any applicable Service Levels set forth in TS SOW No. 1 Schedules 2.4 and 2.4.1. For any failure of the Services for which Service Levels are prescribed therein to meet or exceed the applicable Service Levels, KDOR's remedy, if any, shall be as specified therein. In the event that KDOR seeks damages directly or indirectly in connection with any event or failure concerning which KDOR has previously collected Service Level Credit(s) pursuant to the Service Level Agreements in Schedule 2.4.1, the amount of any such damages obtained by KDOR from CGI shall be reduced by the amount of such previously collected Service Level Credits and shall be subject to the limitations of liability in Section 1.1.14.
- C. Use of Third Party Suppliers. KDOR acknowledges that CGI may obtain products and services used in providing the Services from, and otherwise delegate obligations hereunder to, its Affiliates or other third party suppliers. Unless specifically indicated otherwise, CGI shall nevertheless be responsible to KDOR for performance of the Services based on the use of such Affiliates or third party suppliers.
- D. Right to Make Changes to the CGI System. CGI may make any changes in the CGI System used in performing the Services that CGI determines in its sole discretion to be necessary or appropriate, including changes in facilities, computer hardware, systems and/or applications software, programming languages, data communications, and location of systems and service equipment. CGI will provide prior notice (or, in the event of an emergency, prompt notice within 24 hours after the occurrence of such emergency) if CGI believes such changes have a reasonable likelihood of adversely affecting KDOR's use of the CGI System.

### 1.1.4 COMPENSATION

- A. Services Fees. The Technical Services Statement of Work will state the method of payment for the Services. If no method of payment is stated in the Technical Services Statement of Work, payment for the Services will be on a time and materials basis.
  - 1. Time and Materials Basis. Charges for all Services performed on a time and materials basis will be invoiced not more often than once every two (2) weeks based on actual labor hours expended at the rates set forth in the applicable Technical Services Statement of Work (or, if no rates are set forth in the applicable Technical Services Statement of Work, at CGI's then-prevailing hourly rates, or in the case of Change Orders authorized under Section 1.1.6, at the rate set forth in Section 1.1.6.C), plus Reimbursable Expenses. Reimbursable expenses shall be billed in accordance with the applicable Technical Services Statement of Work or, if not specified in the applicable Technical Services Statement of Work, at the rates in effect at the time incurred, as per the State of Kansas Employee Travel and Expense Policy issued by the Office of the Chief Financial Officer of the State of Kansas. The time and material rates set forth in a Technical Services Statement of Work are effective through the end of the period specified in the Technical Services Statement of Work or, if no such period is specified, through the end of the calendar year in which the Technical Services Statement of Work

is executed, after which CGI may change the applicable rates once every twelve (12) months by giving at least thirty (30) days written notice to State.

2. **Fixed-Price Basis.** Charges for Services performed on a fixed-price basis will be based on the fixed-price specified in the Technical Services Statement of Work inclusive of all expenses. The Technical Services Statement of Work will specify the percentage of the fixed-price to be paid by State upon the execution of the Technical Services Statement of Work. Unless the applicable Technical Services Statement of Work provides for payments against specific performance milestones and/or Deliverables, a pro-rata portion of the remaining fixed-price charges will be due and payable in monthly progress payments.
- B. **Invoices.** CGI will submit invoices to State for Services and Reimbursable Expenses, (i) for periodic fixed fees or periodic fees charged against the applicable Bank of Hours and (ii) for Services performed on a time and materials basis, in the period following the performance of the Services. Invoices for any other amounts will be submitted to State as the amounts come due. CGI will address invoices as specified in the Technical Services Statement of Work or, if no address is specified, to the Technical Services Statement of Work Manager. Each invoice will identify the Technical Services Statement of Work to which it relates. For any Services performed on a time and materials basis, the invoice will also state the total number of hours worked by billable labor category.
- C. **Reimbursable Expenses.** Expenses incurred by CGI under TS SOW No. 1 are included in the Pricing for TS SOW No. 1. "Reimbursable Expenses" means incidental expenses reasonably incurred by CGI as mutually agreed in the applicable Technical Services Statement of Work in performing its obligations under the Contract Documents. Reimbursable expenses shall be billed in accordance with the applicable Technical Services Statement of Work or, if not specified in the applicable Technical Services Statement of Work, at the rates in effect at the time incurred, as per the State of Kansas Employee Travel and Expense Policy issued by the Office of the Chief Financial Officer of the State of Kansas.
- D. **Taxes.** State will provide evidence that it is a tax exempt entity.
- E. **Payment Terms.**
1. All fees and expenses are to be paid to CGI in United States Dollars, by electronic funds transfer to an account designated by CGI or by check sent to Bank of America, c/o CGI Technologies and Solutions Inc. at 12907 Collections Center Drive, Chicago, IL 60693. CGI's invoices are due and payable in full within thirty (30) days from the date of the invoice. If State withholds any invoiced amount which it disputes in good faith, State must pay all undisputed amounts on the invoice within the agreed payment period and promptly notify CGI of the specific amount in dispute and the reasons why it disputes the amounts. CGI and State will work together in good faith to resolve any timely disputed amount in a prompt and mutually acceptable manner. If a disputed amount is not resolved within thirty (30) days after the original payment due date receipt, the parties will resolve such dispute as provided in Section 1.1.1.1.15. State will pay any disputed amounts determined to be due within thirty (30) days after the dispute has been resolved. Disputes with respect to invoiced amounts will be waived unless the invoiced amounts are either paid or the disputes are raised in writing as provided in this Section. If State

withholds payment of any amount due under an invoice without following the procedures set forth above, CGI may suspend performance under the Technical Services Statements of Work with respect to which payment has been withheld. CGI will provide State with fifteen (15) days prior written notice before suspending performance. CGI will resume performance within a reasonable period of time after the payment dispute is resolved, and all aspects of the Technical Services Statements of Work (including without limitation the project timetable and budget) will be equitably adjusted.

2. The total cost of each Payment associated with a Deliverable will be defined in the associated Technical Services Statement of Work.
3. Each Payment for Deliverables will be paid in accordance with the amount or percentage of total amount as assigned to the Deliverable in the associated Technical Services Statement of Work.

F. Late Payment Interest. If State does not pay an invoice within thirty (30) days after the invoice date, CGI may add an interest charge as set forth in the Kansas prompt payment statute 75-6403(d).

#### **1.1.5 STATE RESPONSIBILITIES**

The State will be responsible for the timely performance of its responsibilities as set forth in the applicable Technical Services Statement of Work. Except as expressly otherwise provided in the Technical Services Statement of Work, the State shall have the responsibilities set forth in this Section 1.1.5.

- A. State Personnel, Facilities and Resources. The State will provide CGI with timely access to appropriate State personnel and will arrange for CGI personnel to have suitable and safe access to the State's facilities and systems. The State will also provide suitable office space and associated resources within State facilities for CGI personnel working on-site, including all necessary computing and office support resources as reasonably determined by the State in consultation with CGI, and will undertake any other responsibilities described in the Technical Services Statement of Work. CGI will provide office space for CGI team members at no additional cost should the state determine that state space is unavailable. Further, CGI shall reduce monthly fees as defined the applicable statement of work if the CGI team members are working in state provided office space. The Technical Services Statement of Work or the Project Plan will also specify any tasks or activities for which the State is responsible and, if applicable, those tasks or activities that will be performed jointly by the State and CGI.
- B. Approvals and Information. The State will respond within a reasonable period of time to any CGI request to provide information, approvals, decisions or authorizations that are reasonably necessary for CGI to perform the Services in accordance with the Technical Services Statement of Work. If neither the Technical Services Statement of Work nor the associated Project Plan specify a period for the State's response, CGI will specify a reasonable time period in the context of the project schedule. CGI's request may also describe the course of action CGI intends to follow if it does not receive a timely response from the State, which may include a delay of the affected Services commensurate with the State's delay in providing the State's response. CGI will be entitled to follow the described course of action in the absence of a timely response from the State. Any subsequent change requested by the State will be subject to mutual agreement and may result in a Change Order.

- C. Use and Verification. Without diminishing CGI's warranty obligations under the Agreement, the State is responsible for the results of using the software, hardware, equipment, Services and Deliverables in its business operations. State is also responsible for independent verification and testing of such results prior to using them in its business.
- D. Data and Information. Whenever CGI's performance of the Services is dependent upon the State or the State's other contractors furnishing, as applicable, CGI with a Managed Application, State interfaces, connectivity, data, hosting infrastructure or other hosting equipment or services, documents, information, materials or approvals, the State shall be responsible for furnishing such items in a timely fashion and, where applicable, in a reasonable format specified by CGI, or such other format as mutually agreed by the parties in writing. The State is responsible for ensuring that all physical media that the State furnishes to CGI for processing meet the specifications of the manufacturer of the equipment with which such media are to operate and any other specifications that CGI may reasonably establish. The State is also responsible for the adequacy and accuracy of all data and information that the State furnishes to CGI and the results obtained therefrom. The State warrants that any State-provided specifications or requirements around which Services are configured will be in compliance with applicable federal, state and local laws and regulations. The State warrants that it has acquired all necessary licenses and consents from third party vendors for those State-provided items required for CGI to perform Services hereunder.
- E. Access to and Use of CGI System. If it is necessary for the State to access and use the CGI System in receiving the Services, the State agrees that use of the portion of the CGI System to which access is given shall be (i) in compliance with the terms of the Contract Documents and federal, state and local laws and regulations applicable to CGI, (ii) solely for the State's own internal use in receiving the Services, unless otherwise permitted under the applicable Technical Services Statement of Work, and (iii) for proper business purposes. The State will not disclose, download, decompile or re-engineer any CGI System provided by CGI or its licensors and used in the performance of Services. As part of CGI's security measures, it may, if applicable, assign to the State one or more user or identification codes and associated passwords that will enable the State and its users to access the CGI System. The State agrees to maintain the security of its user or identification codes and associated passwords and agrees to be responsible for their proper use by its employees and, where permitted, its contractors. The State agrees to comply with any rules of operation and security procedures established by CGI for access to and use of the CGI System. The State agrees that neither it nor its employees or agents will attempt to gain or allow access to any data, files or programs of CGI to which they are not entitled under the Contract Documents, and that if such access is obtained the State will immediately report such access to CGI, cease all unauthorized access, return all CGI, third party, or CGI customer information obtained as a result of such unauthorized access, and safeguard any CGI, third party, or CGI customer information obtained as a result of unauthorized access to CGI Confidential Information. The State will be responsible for the actions of its employees, agents, and permitted contractors in connection with their access to and use or misuse of the CGI System if acting within their scope of employment.
- F. Content. The State will not provide Content that (i) contains unlawful, discriminatory, libelous, harmful, obscene or otherwise objectionable material of any kind; (ii) violates any right of privacy or publicity; or (iii) encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violates any applicable local, state or federal laws, codes, ordinances or

regulations. The State will use commercially reasonable efforts not to propagate computer worms, disabling codes or viruses or use the CGI System to make unauthorized entry into any other computer or machine.

- G. Compliance with Laws. Except as expressly provided in the applicable Technical Services Statement of Work, the State shall be solely responsible for ensuring that KDOR's use of the Services and KDOR's policies, directives, and other instructions applicable to the Services will comply with all laws, rules, and regulations and decisions imposed by any jurisdiction in which the Services are received or used by the State.

#### 1.1.6 CHANGE ORDERS

- A. Changes to Technical Services Statements of Work. Either party may propose changes to the scope or time schedule of the Services under a Technical Services Statement of Work. Requests for changes will be submitted to the other party in writing for consideration of feasibility and the likely effect on the cost and schedule for performance of the Services. For work to be charged against the pool of hours or other time and materials scope of work, CGI will provide a breakdown of the applicable hours and rates; for fixed price scope of work CGI's proposal will include underlying justification and assumptions. The parties will mutually agree upon any proposed changes, including resulting equitable adjustments to costs and schedules for the performance of the Services. The agreed changes will be documented in one or more Change Orders.
- B. State Delays. If action or inaction by State, or its suppliers' failure to perform their responsibilities in a timely manner, prevents CGI from or delays CGI in performing the Services, CGI will be entitled to an equitable adjustment in the schedule for performance and the compensation otherwise payable to it under the applicable Statement(s) of Work. In such event, the parties will mutually agree upon a Change Order documenting the adjustments.
- C. Effect on Technical Services Statement of Work Prices. Amounts payable pursuant to Change Orders will be in addition to any fixed prices or funding limitations on time and materials charges or Reimbursable Expenses. Change Orders prices shall be estimated either as fixed cost including all expenses, or as time and materials based on a blended services billing rate of \$180/hour inclusive of all expenses.

#### 1.1.7 NOT AN EXCLUSIVE AGREEMENT

The Agreement does not grant to CGI any exclusive rights to do business with State. State may contract with other suppliers for the procurement of comparable services. Except as otherwise specified in TS SOW No. 1, State makes no commitment for any minimum or maximum amount of Services to be purchased under the Agreement. Subject to Section 1.1.8, nothing in the Agreement will prevent CGI from marketing, developing, using and performing services or products similar to or competitive with the services and products furnished to State.

#### 1.1.8 PROPRIETARY RIGHTS

- A. The CGI System. CGI (or its licensors or suppliers, as the case may be) will retain ownership of all components of the CGI System, excluding any State-provided Managed Application, and all intellectual property rights in and to the CGI System.
- B. Pre-existing CGI Materials, Third-Party Materials, and Open Source Software. In addition to the CGI System, any pre-existing or independently developed CGI materials, third-party materials, open source software, and derivatives thereof, (collectively, "CGI Materials") incorporated in a



Deliverable or necessary to use a Deliverable will be licensed to the State under separate license terms. CGI Materials includes, but is not limited to, as applicable, all original software and software code and related intellectual property developed or created by the Contractor in the performance of its obligations under this Contract. CGI Materials shall remain the sole property of the Contractor. Such license terms will be, as appropriate, set forth in a license agreement i) executed between CGI and the State, or ii) obtained by the State from the applicable third party vendor, or iii) in the case of open source software, the license terms set forth in the applicable open source license agreement. The State acknowledges that a separate license fee may be charged by CGI or the third-party vendor for any such licensed materials. This in no way limits the KDOR's ability to purchase 3rd party software independent of CGI.

- C. Developed Materials. All deliverable items produced pursuant to this Agreement, with the exception of CGI Materials incorporated in such deliverable items, are the exclusive property of the State. The Contractor will not assert a claim of copyright or other property interest in such deliverables. .
- D. State Data and Materials. The State hereby grants to CGI during the term of this Agreement a nonexclusive, nontransferable, limited right and license to access, display, reproduce, process and otherwise use, in compliance with the Contract Documents and for the sole purpose of performing the Services for the State, State-provided Managed Application(s), and any Content furnished to CGI by or on behalf of the State. As between CGI and the State, the State will retain its proprietary right in and to the State-provided Managed Applications, including but not limited to the ATP application and enhancement thereto developed under this Agreement, and ownership of all such Content.
- E. Third Party Hosting Vendors. If the State elects to contract for hosting services with a third party contractor ("Third Party Hosting Vendor"), and CGI System are to be hosted by the Third Party Hosting Vendor, the State will provide the contract between the State and the Third Party Hosting Vendor to CGI for review. If CGI reasonably determines in its sole discretion that the Third Party Hosting Vendor contract does not satisfactorily protect CGI's intellectual property rights, the State will require the Third Party Hosting Vendor to enter into a third party access agreement with CGI that is satisfactory to CGI ("Third Party Access Agreement"), and the Third Party Hosting Vendor's access to the CGI System and all CGI Materials shall be subject to the terms and conditions of such Third Party Access Agreement.
- F. Third Party Access to CGI System and CGI Materials. Except as provided in Subsection E, Third Party Hosting Vendors or other State subcontractors, suppliers, or vendors will not be permitted to have access to the CGI System including CGI proprietary software products, or other CGI materials, including but not limited to software source code for CGI proprietary software products and CGI materials, without CGI's advance written permission and without first entering into a Third Party Access Agreement.
- G. Reservation of Rights. Subject to Section 1.1.8, neither party will be prevented from using ideas, concepts, expressions, know-how, skills and experience possessed by it prior to, or developed or learned by it in the course of, performance under the Contract Documents. The provisions of Section 1.1.9 do not prevent CGI from describing to potential clients any Services or Software Deliverables provided by CGI under the Contract Documents, so long as CGI removes the State's Confidential Information and any identifying references to the State.

### 1.1.9 NONDISCLOSURE

To the extent permitted by Kansas law, the State and CGI agree that in connection with the performance of their respective obligations hereunder, each party may have access to the Confidential Information of the other party. The following terms will apply to such access.

- A. "Confidential Information". "Confidential Information" means information belonging to or in the possession of a party which is confidential or a trade secret and is furnished or disclosed to the other party under the Contract Documents (including information exchanged in contemplation of entering into the Contract Documents): (i) in tangible form and marked or designated in a manner to indicate it is confidential or a trade secret; or (ii) in intangible form and that either is of a nature that a reasonable person would understand to be confidential or a trade secret or is identified as confidential or a trade secret in a writing provided to the receiving party within thirty (30) business days after disclosure. Confidential Information also includes the Contract Documents, CGI Materials, the CGI System, and the State-provided Managed Application(s), whether or not marked as such.
- B. Exclusions. Confidential Information" does not include any information that, as evidenced by written documentation: (i) is already known to the receiving party without restrictions at the time of its disclosure by the furnishing party; (ii) after its disclosure by the furnishing party, is made known to the receiving party without restrictions by a third party having the right to do so; (iii) is or becomes publicly known without violation of the Contract Documents; or (iv) is independently developed by the receiving party without reference to the furnishing party's Confidential Information.
- C. Standard of Care. Confidential Information will remain the property of the furnishing party, and the receiving party will not be deemed by virtue of the Contract Documents or any access to the furnishing party's Confidential Information to have acquired any right, title or interest in or to the Confidential Information. The receiving party agrees: (i) to afford the furnishing party's Confidential Information at least the same level of protection against unauthorized disclosure or use as the receiving party normally uses to protect its own information of a similar character, but in no event less than reasonable care; (ii) to limit disclosure of the furnishing party's Confidential Information to personnel furnished by the receiving party to perform Services under a Technical Services Statement of Work or otherwise having a need to know the information for the purposes of the Contract Documents; (iii) not to disclose any such Confidential Information to any third party; (iv) to use the furnishing party's Confidential Information solely and exclusively in accordance with the terms of the Contract Documents in order to carry out its obligations and exercise its rights under the Contract Documents; and (v) to notify the furnishing party promptly of any unauthorized use or disclosure of the furnishing party's Confidential Information and cooperate with and assist the furnishing party in every reasonable way to stop or minimize such unauthorized use or disclosure.
- D. Compelled Disclosure. If the receiving party receives a subpoena or other valid administrative or judicial notice requesting the disclosure of the furnishing party's Confidential Information, the receiving party will promptly notify the furnishing party. If requested, the receiving party will provide reasonable cooperation to the furnishing party in resisting or limiting the disclosure at the furnishing party's expense. Subject to its obligations stated in the preceding sentence, the receiving party may comply with any binding subpoena or other process to the extent required by

law, but will in doing so make all commercially reasonable efforts to secure confidential treatment of any materials disclosed.

- E. Return or Destruction. Upon termination or expiration of the Agreement and all Technical Services Statements of Work issued under the Agreement, the receiving party, at the furnishing party's option, will return or destroy all Confidential Information of the furnishing party that the receiving party does not possess under a valid license; provided that CGI may retain one (1) copy of all of its work products (including working papers) produced under the Contract Documents for archival purposes.
- F. Relief. Each party agrees that if a court of competent jurisdiction determines that the receiving party has breached, or attempted or threatened to breach, any of its confidentiality obligations to the furnishing party or the furnishing party's proprietary rights, money damages alone will not provide an adequate remedy. Accordingly, the furnishing party will be entitled to seek appropriate injunctive relief and other measures restraining further attempted or threatened breaches of such obligations.

#### 1.1.10 ACCEPTANCE

- A. Procedures, In General. Acceptance of Deliverables will be conducted in accordance with the following procedures. All terms specified in the following procedures are defaults that may be overridden by the applicable Technical Services Statement of Work.
- B. Written Deliverables. CGI may submit interim drafts of a Written Deliverable to the State for review. The State agrees to review and provide comments to CGI on each interim draft within ten (10) business days after receiving it from CGI. The State will have the opportunity to review the Written Deliverable for an acceptance period of fifteen (15) business days after delivery of the final version of the Written Deliverable (the "Acceptance Period"). The State agrees to notify CGI in writing by the end of the Acceptance Period either stating that the Written Deliverable is accepted in the form delivered by CGI or describing in reasonable detail any substantive deviations from the description of the Written Deliverable contained in the Technical Services Statement of Work that must be corrected prior to acceptance of the Written Deliverable. If CGI does not receive any such deficiency notice from the State by the end of the Acceptance Period, the Written Deliverable will be deemed to be accepted. If the State delivers to CGI a timely notice of deficiencies and the items specified in the notice are deficiencies, CGI will correct the described deficiencies within a reasonable period of time. CGI's correction efforts will be made at no additional charge if the Written Deliverable is being developed under a fixed-price Technical Services Statement of Work. Upon receipt of a corrected Written Deliverable from CGI, The State will have a reasonable additional period of time, not to exceed fifteen (15) business days, to review the corrected Written Deliverable to confirm that the identified and agreed-upon deficiencies have been corrected. The State will not unreasonably withhold, delay or condition its approval of a final Written Deliverable.
- C. Software Deliverables. Acceptance testing is an iterative process designed to determine whether the Software Deliverable performs the functions described in its approved Specifications and to discover and remove Nonconformities through repeated testing cycles. As used in the Contract Documents, "Nonconformity" means a reproducible condition in a Software Deliverable that prevents the Software Deliverable from performing the functions described in its Specifications such that the Software Deliverable does not operate or cannot be used in a production

environment. At least forty-five (45) days prior to the date on which CGI is scheduled to deliver any Software Deliverable to the State, the State will deliver for CGI's review proposed testing procedures for the Software Deliverable, including without limitation the detailed test scripts, test cases, test data and expected results. At least thirty (30) days prior to the date on which CGI is scheduled to deliver the Software Deliverable to State, the parties will agree upon the testing procedures for the Software Deliverable (the "Acceptance Tests" or "Acceptance Testing").

- i. The "Acceptance Test Period" for each Software Deliverable will be thirty (30) days. The Acceptance Test Period for each Software Deliverable will begin when CGI has completed and delivered the Software Deliverable to State's designated site, successfully completed CGI's installation test and notified State that the Software Deliverable is "Ready for Acceptance." CGI will not be obligated to deliver a Software Deliverable to the State until State demonstrates the readiness of the target technical platform and environment, as described and according to the schedule specified in the Technical Services Statement of Work.
- ii. The State will start to perform Acceptance Testing on each Software Deliverable promptly after receiving CGI's notice that the Software Deliverable is ready for Acceptance. The State's Acceptance Testing will consist of executing test scripts from the Acceptance Tests during the Acceptance Test Period. If the State determines during the Acceptance Test Period that the Software Deliverable contains a Nonconformity, the State will promptly send CGI a written notice reporting the alleged Nonconformity. Nonconformity will be considered "Reported" only if it is described to CGI in sufficient detail to allow CGI to recreate it. CGI will modify the Software Deliverable to remove the Reported Nonconformity and will provide the modifications to the State for re-testing. The State will then re-test the modified portions of the Software Deliverable promptly after receiving the modifications from CGI.
- iii. By the end of the Acceptance Test Period the State will provide CGI with a final written list reporting any outstanding Nonconformities (the "Punch List"). CGI will modify the Software Deliverable to resolve the Nonconformities that are reported on the Punch List and will provide the modifications to the State. State will have fifteen (15) business days after receipt of the modifications to re-test the modified Software Deliverable to confirm that the Nonconformities that are reported on the Punch List have been resolved. If any Nonconformity that was Reported on the Punch List has not been resolved and cannot be deferred for production deployment, the State will provide CGI with written notice by the end of the re-testing period reporting any such Nonconformities. In such event, the procedures set forth in this Section 1.1.10.C(iii) will be repeated for the remaining Nonconformities on the Punch List.
- iv. CGI and the State each agrees to work diligently to achieve acceptance of Software Deliverables at the earliest possible date, and State will work diligently to put the Software Deliverable in live production operations. In no event will the State use a Deliverable in production prior to accepting it in accordance with this Section 1.1.10. Acceptance of a Software Deliverable will take place when either of the following events occurs: (i) the State gives CGI written notice of acceptance; or (ii) the Acceptance Test Period expires without the State having given CGI the Punch List; or (iv) the re-testing

period expires without the State having Reported any remaining Nonconformities on the Punch List.

- v. CGI's modifications made pursuant to this Section 1.1.10 will be made at no additional charge if the Software Deliverable is being developed under a fixed-price Technical Services Statement of Work. If the Software Deliverable is being developed on a time and materials basis, CGI's modifications made pursuant to this Section 1.1.10 will be made on a time and materials basis.

#### **1.1.11 LIMITED WARRANTIES AND REMEDIES FOR BREACH OF WARRANTY**

- A. Quality of Services. CGI warrants, for a period of sixty (60) days commencing when the Services associated with the Technical Services Statement of Work are performed, that the Services will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such Services. If State believes there has been a breach of this warranty, it must notify CGI in writing within the warranty period stating in reasonable detail the nature of the alleged breach. If there has been a breach of this warranty, then CGI's sole obligation, and State's exclusive remedy, will be for CGI to correct or re-perform, at no additional charge, any affected Services to cause them to comply with this warranty, or the State may terminate the Technical Services Statement of Work in whole or in part.
- B. Service Level Warranty. CGI warrants that CGI will perform the Services in a manner that meets or exceeds any applicable Service Levels set forth in Schedules 2.4 and 2.4.1 of TS SOW No. 1. For any breach of this warranty the State's sole remedy, if any, and CGI's exclusive obligation shall be as specified therein. In the event that KDOR seeks damages directly or indirectly in connection with any event or failure concerning which KDOR has previously collected Service Level Credit(s) pursuant to the Service Level Agreements in Schedule 2.4.1, the amount of any such damages obtained by KDOR from CGI shall be reduced by the amount of such previously collected Service Level Credits and shall be subject to the limitations of liability in Section 1.1.14.
- C. Software Deliverables Produced on a Fixed-Price Basis. CGI warrants that, during any Warranty Period specified in the applicable Statement of Work (or if no Warranty Period is specified in the Technical Services Statement of Work, for a period of one hundred and eighty (180) days from delivery), each Software Deliverable developed on a fixed-price basis and delivered under that Technical Services Statement of Work will continue to perform the functions described in its Specifications without Severity 1 or Severity 2 Defects. Unless otherwise specified in the applicable Technical Services Statement of Work or agreed in writing between the parties, the Warranty Period will begin on acceptance of the Deliverable in accordance with Section 1.1.10. As used in the Contract Documents, "Defect" means a reproducible material deviation of a Software Deliverable from its Specifications. If State believes there has been a breach of this warranty, it must notify CGI in writing within the Warranty Period describing the Defect in sufficient detail to enable CGI to recreate it. If there has been a breach of this warranty, then CGI's sole obligation, and State's exclusive remedy, will be for CGI to correct the Defect at no additional charge.
- D. Software Deliverables Produced on Time and Materials Basis. CGI warrants that, during any Warranty Period specified in the applicable Technical Services Statement of Work (or if no Warranty Period is specified in the Technical Services Statement of Work, for a period of sixty (60) days from delivery), each Software Deliverable developed on a time and materials basis and

delivered under that Technical Services Statement of Work will continue to perform the functions described in its Specifications without Severity 1 or Severity 2 Defects. Unless otherwise specified in the applicable Technical Services Statement of Work or agreed in writing between the parties, the Warranty Period will begin on acceptance of the Deliverable in accordance with Section 1.1.10. As used in the Contract Documents, "Defect" means a reproducible material deviation of a Software Deliverable from its Specifications. If State believes there has been a breach of this warranty, it must notify CGI in writing within the Warranty Period describing the Defect in sufficient detail to enable CGI to recreate it. If there has been a breach of this warranty, then CGI's sole obligation, and State's exclusive remedy, will be for CGI to correct the Defect on a time and materials basis.

- E. Investigation and Correction. CGI may investigate and correct breaches of warranty at CGI's offices to the extent possible. If State requires CGI to travel to State's place of business to correct a breach of warranty that could have reasonably been corrected at CGI's place of business, State will reimburse CGI for the reasonable travel time and Reimbursable Expenses of CGI's personnel. If a reported breach of warranty is attributable to a cause other than a breach of the applicable CGI warranty, then CGI will be entitled to payment for its investigation and correction efforts on a time and materials basis at the rates applicable to the Technical Services Statement of Work pursuant to Section 1.1.3.A(1).
- F. Non-infringement. CGI warrants that any original works of authorship developed by CGI personnel under a Technical Services Statement of Work, including their use by State in unaltered form, will not, to CGI's knowledge, infringe any third party copyrights, patents or trade secrets that exist on the Effective Date and that arise or are enforceable under the laws of the United States of America.
- i. If a third party brings an action against State making allegations that, if true, would constitute a breach of this warranty, then CGI will, at its own expense and subject to the provisions of Section 1.1.12.C, defend, indemnify and hold State harmless in such proceeding, and CGI will pay all settlements, costs, damages and legal fees finally awarded.
- ii. If such a proceeding is brought or appears to CGI to be likely to be brought, CGI may, at its sole option and expense, either obtain the right for State to continue using the allegedly infringing item(s) or replace or modify the item(s) to resolve such proceeding. If CGI finds that neither of these alternatives is available to it on commercially reasonable terms, CGI may require State to return the allegedly infringing item(s), in which case State will receive a refund of the amounts paid by it for the returned item(s), less a reasonable adjustment for depreciation of the returned item(s).
- G. Exclusions. CGI is not responsible for any claimed breaches of the foregoing warranties caused by: (i) modifications made to the item in question by anyone other than CGI and its subcontractors working at CGI's direction; (ii) State's failure to use any new or corrected versions of the item made available by CGI; (iii) CGI's adherence to State's specifications or instructions; or (iv) any excused failure described in Section 1.1.16.B. CGI does not warrant that the operation of software, hardware, equipment or Deliverables provided by CGI will be uninterrupted or error-free.

- H. Third-Party Products. To the extent CGI has the legal right to do so, CGI agrees to assign or pass through to State or otherwise make available for the benefit of State, any manufacturer's or supplier's warranty applicable to any third-party software, hardware or equipment provided by CGI under a Technical Services Statement of Work. CGI does not itself give or make any warranty of any kind with respect to third-party software, hardware or equipment.
- I. Disclaimer. CGI is produced with or from data or software provided by state. The foregoing warranties are in lieu of all other warranties, express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, integration, performance and accuracy and any implied warranties arising from statute, course of dealing, course of performance or usage of trade. CGI does not warrant that the services or access to the CGI System will be uninterrupted or that the results of the services will be error-free.

#### 1.1.12 INDEMNIFICATION

- A. Personal Injury and Property Damage. If, as a result of CGI's breach of the Contract Documents, the State or its employees suffer personal injury or damage to tangible property, CGI will reimburse the State for that portion of any claims the State pays for which CGI is legally liable.
- B. Reserved.
- C. Indemnification Procedures. A party's indemnification obligations specified in the Agreement are conditioned upon the indemnified party promptly notifying the indemnifying party in writing of the proceeding, providing the indemnifying party a copy of all notices received by the indemnified party with respect to the proceeding, cooperating with the indemnifying party in defending or settling the proceeding, and allowing the indemnifying party to control the defense and settlement of the proceeding, including the selection of attorneys. The indemnified party may observe the proceeding and confer with the indemnifying party at its own expense.

#### 1.1.13 TERM AND TERMINATION

- A. Termination of a Technical Services Statement of Work for Cause. if a party believes that the other party has materially failed to perform a fundamental obligation under a Technical Services Statement of Work (a "Breach"), then that party may provide written notice directed to the breaching party describing the alleged Breach in reasonable detail and containing a reference to this Section 1.1.13.A. If the breaching party does not, within fourteen (14) days after receiving such written notice, either (i) cure the Breach or (ii) if the Breach is not one that can reasonably be cured within fourteen (14) days, develop a plan to cure the Breach and diligently proceed according to the plan until the Breach has been cured, then the non-breaching party may terminate the affected Technical Services Statement of Work for cause by providing written notice to the breaching party. For purposes of this Section 1.1.13.A, Contractor will be deemed to have materially failed to perform a fundamental obligation under TS SOW No. 1 if Contractor fails to meet a specific Service Level identified in Schedule 2.4.1 (Service Levels) of TS SOW No. 1 as "Critical" in three (3) months within a five (5) month period. Prior to termination of a Technical Services Statement of Work for cause, the party receiving the initial notice under the preceding sentence will be afforded an opportunity to meet with a senior management representative of the non-breaching party to explain its position.
- B. Termination of Technical Services Statement of Work No. 1 for Critical Outage. In the event of the occurrence of a Critical Outage as defined in Schedule 2.4.1, KDOR may issue to CGI a

notice of proposed termination of TS SOW No. 1 and the Agreement ("Notice of Proposed Termination"). Such Notice of Proposed Termination will be Confidential Information within the meaning of Section 1.1.9 of the Agreement. The proposed termination so noticed will become effective 48 hours ("Determination Period") after the occurrence of the Critical Outage unless before the Determination Period elapses CGI provides in writing its good faith determination ("Critical Outage Determination") based on specifically identified objective and substantial evidence that the Critical Outage:

- (i) was caused in whole or in part, directly or indirectly, by KDOR, KDOR's hosting vendor, or other KDOR contractor or vendor, or any other third party not under CGI's control, or
- (ii) resulted in whole or in part, directly or indirectly, from any condition or factor beyond CGI's reasonable control.

If CGI provides such Critical Outage Determination before the Determination Period elapses, KDOR will withdraw the Notice of Proposed Termination. If CGI fails to provide such Critical Outage Determination before the Determination Period elapses, the proposed termination will take effect. If the applicable Critical Outage is later reasonably determined by CGI to have resulted from any cause other than CGI's breach of its obligations under the Contract, the Termination for Critical Outage effectuated under this Section 1.1.13.B shall be converted by KDOR in writing to a Termination for Convenience pursuant to Section 1.1.13.C, and nothing in the Agreement shall prevent CGI from publicizing such written conversion.

- C. Termination of TS SOW No. 1 for Convenience. Unless otherwise agreed under TS SOW No. 1, the State shall have the right to terminate TS SOW No. 1 for convenience at any time following six months following the Transition Completion Date as specified in TS SOW No. 1 upon at least ninety (90) calendar days written notice to CGI. Should the State exercise this right, the State shall pay to CGI an Early Termination Charge as set forth in Schedule 3.3 of TS SOW No. 1. These fees are exclusive of any Professional Services required to migrate the State's processing to the control of the State or an alternate vendor. Any alternate vendor's access to the CGI System, CGI Materials, or CGI proprietary software shall be subject to the restrictions set forth in the Contract Documents, including but not limited to restrictions set forth in Sections 1.1.8 and 1.1.9 of this Agreement.
- D. Disengagement Services. In connection with termination or expiration of any statement of work, the State may request CGI assistance in migrating the State's processing being performed by CGI under the applicable Technical Services Statement of Work to the control of the State or an alternate vendor designated by the State ("Disengagement Services"). Disengagement Services in connection with a termination of the Technical Services Statement of Work shall be provided in accordance with Schedule 2.6 to the Technical Services Statement of Work. Provided KDOR is current in its payment to CGI under the Contract Documents, CGI will perform reasonable Disengagement Services under a separate statement of work for a period of up to six (6) months ("Disengagement Period") on a time and materials basis at CGI's then current Professional Services Rates. During the Disengagement Period, CGI will provide the State a copy of the State's data in an agreed format, as required for the transition. CGI may provide additional Disengagement Services as mutually agreed between the parties. At the end of the Disengagement Period, the State will return to CGI any CGI Materials in the State's possession or control and cease all access to the CGI System.



- E. Payment upon Termination. CGI will be paid for all Services performed through the effective date of termination, plus associated Reimbursable Expenses and termination costs as follows:
- i. for any Services being provided on a time and materials basis, CGI will be paid at the applicable rates for all hours of Services actually performed through the effective date of termination;
  - ii. for any Services being provided on a fixed-price basis, CGI will be paid for all Services performed through the effective date of termination, in an amount equal to the amount CGI would have received if it had performed the Services on a prorated time and materials basis at the applicable rates pursuant to Section 1.1.4.A(1);
  - iii. CGI will be paid for allowable Reimbursable Expenses incurred through the effective date of termination. CGI will use commercially reasonable efforts to minimize the State's termination costs under this Section 1.1.13.B.iii;
  - iv. CGI will be paid any unpaid license fees (whether or not previously due and owing) for any materials furnished to the State under a license agreement prior to the effective date of termination;
  - v. Any Disengagement Services that CGI performs during the applicable Disengagement Period; and
  - vi. Termination Fees payable as applicable pursuant to Schedule 3.3. to the TS SOW No. 1 or other applicable Technical Services Statement of Work.
- F. Survival. Any provision of the Contract Documents that imposes or contemplates continuing obligations on a party will survive the expiration or termination of the Contract Document in which it is contained. The termination of any particular Technical Services Statement of Work will not affect the parties' respective rights, duties and obligations under any other Technical Services Statements of Work then in effect. If the Agreement expires or is terminated, its terms and conditions will continue to apply to any Technical Services Statements of Work then in effect until the Technical Services Statements of Work expire or are terminated.

#### **1.1.14 LIMITATION OF LIABILITY AND REMEDIES**

- A. Errors in Processed Data. The State shall be solely responsible for reviewing the accuracy of any processing output provided by CGI prior to making use of such output, including responsibility for output reports. If any such results are inaccurate due to the fault of CGI, CGI's sole obligation shall be to reprocess the affected data. CGI shall not be responsible or liable in any other manner for any such results that are inaccurate due to the fault of the State (whether foreseen or unforeseen). If the State has not notified CGI in writing of any claimed errors in such results within ten (10) days after receiving them, such results shall be deemed to have been accepted by the State. If CGI is unable to satisfy its obligations under this Section 1.1.14.A, CGI's liability to the State will nevertheless be subject to the liability limits of this Section 1.1.14.
- B. Loss of State Data. If State data is lost, corrupted or destroyed while in the possession or control of CGI due to CGI's fault or negligence, CGI will use commercially reasonable efforts to reconstruct such data at CGI's expense provided any files, data, programs or other information that may be necessary to accomplish such reconstruction but which are not in CGI's possession or control are promptly furnished to CGI by the State upon request. If CGI is unable to satisfy its

obligations under this Section 1.1.14.B, CGI's liability to KDOR will nevertheless be subject to the liability limits of this Section 1.1.14.

- C. Limitations. Except as otherwise provided under Subsection D (Liability for Security Incident) each party's cumulative liability for damages for all claim(s) arising out of or relating in any way to any Services performed under a Technical Services Statement of Work (including without limitation, for breach of contract, breach of warranty, for its indemnification obligations, negligence or other tort claim) shall not exceed (i) if the claim arises out of or relates to Services provided on a recurring basis, in the aggregate for each annual period of the applicable Technical Services Statement of Work, an amount equal to six (6) times the average monthly payment made to CGI for such recurring Services during the applicable annual period under the applicable Technical Services Statement of Work, or, (ii) if the claim arises out of or relates to Services provided on a non-recurring basis (e.g. transition assistance), the amount paid under the applicable Technical Services Statement of Work for such non-recurring Services.
- D. Liability for Security Incident. Except as otherwise required by applicable law, in no event will CGI be liable for any damages or costs arising out of a Security Incident resulting from other than CGI's breach of its obligations under the Contract Documents. CGI liability for any Security Incident, including but not limited to its responsibility for the cost of providing identity theft protection insurance pursuant to Section 3.9.E, shall not exceed, (i) in the case of TS SOW No. 1 or other Technical Services Statement of Work for recurring Services, in the aggregate for each annual period of the applicable Technical Services Statement of Work, (a) thirty (30) times the average monthly payment made to CGI under the applicable Technical Services Statement of Work for the applicable recurring services during the applicable annual period, or, (b) if the claim arises out of or relates to Disengagement Services in connection with TS SOW No. 1, two times (2x) the amounts paid under the applicable Technical Services Statement of Work for such Disengagement Services; or (ii) in the case of any other Technical Services Statement of Work for non-recurring services issued under the Agreement, the total amounts paid under the applicable Technical Services Statement of Work.
- E. No Liability for Certain Damages. In no event will CGI or any person or entity involved in the creation, manufacture or distribution of any software, services or other materials provided by CGI under the Contract Documents be liable for: (i) any damages arising out of or related to the failure of State or its Affiliates or suppliers to perform their responsibilities; (ii) any claims or demands of third parties (other than those third party claims covered by Sections 1.1.11.F or 1.1.12.A; or (iii) any lost profits, loss of business, loss of data, loss of use, lost savings, failure to realize expected savings, or other consequential, special, incidental, indirect, exemplary or punitive damages, even if CGI has been advised of the possibility of such damages.
- F. Exclusions from Limitation; Survival. The foregoing limitations do not apply to the payment of settlements, costs, damages and legal fees to the extent resulting from (i) CGI's gross negligence or intentional misconduct, (ii) infringement claims referred to in Section 1.1.11.F and Section 1.15, or (iii) any claims by State for reimbursement under Section 1.1.12.A for claims arising from personal injury or tangible property damage referred to in Section 1.15. The limitations of liability set forth in this Section 1.1.14 will survive and apply notwithstanding the failure of any limited or exclusive remedy for breach of warranty set forth in the Contract Documents. The parties agree that the foregoing limitations will not be read so as to limit any liability to an extent that would not be permitted under applicable law.

- G. Acknowledgment. Each party acknowledges and agrees that the limitations of liability set forth in this Section 1.1.14 are reasonable, that the pricing set forth in the Contract Documents reflects this allocation of risk, and that the parties would not have entered into the Contract Documents in the absence of such limitations of liability.

#### 1.1.15 LAW AND DISPUTES

- A. Governing Law. Any claim, controversy or dispute arising under or related to the Contract Documents will be governed by the laws of the State of Kansas without regard to any provision of Kansas law that would require or permit the application of the substantive law of any other jurisdiction. Notwithstanding anything to the contrary, the parties expressly agree that the provisions of the Uniform Commercial Code (UCC) as enacted under state and federal law, and the Uniform Computer Information Transactions Act (UCITA) as set forth in the applicable state statute or as may be amended or modified, applicable as of the effective date of the Agreement or thereafter, shall not apply to the Agreement.
- B. Export Control. Both CGI and State agree to comply fully with all relevant export laws and regulations of the United States to ensure that no information or technical data provided pursuant to the Contract Documents is exported or re-exported directly or indirectly in violation of law.
- C. Informal Dispute Resolution. At the written request of either party, the parties will attempt to resolve any dispute arising under or relating to the Contract Documents through the informal means described in this Section 1.1.2.C. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance under the Contract Documents. The representatives will furnish to each other all non-privileged information with respect to the dispute that the parties believe to be appropriate and germane. The representatives will negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. Formal proceedings for the resolution of the dispute may not be commenced until the earlier of: (i) the designated representatives conclude that resolution through continued negotiation does not appear likely; or (ii) thirty (30) calendar days have passed since the initial request to negotiate the dispute was made; provided, however, that a party may file earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for interim or equitable relief.

#### 1.1.16 GENERAL

- A. Notices. Any legal notice or other communication required or permitted to be made or given by either party pursuant to the Contract Documents will be in writing, in English, and will be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of the notice is promptly sent by another means specified in this Section; or (iii) when delivered if delivered personally or sent by express courier service. All notices will be sent to the other party at its address as set forth below or at such other address as the party may specify in a notice given in accordance with this Section.

In the case of State:	with a copy of legal notices to:
Kansas Department of Revenue	Kansas Department of Revenue 109 SW 9 <sup>th</sup> St PO 3506 Topeka, KS 66601-3506 Attn: General Counsel
In the case of CGI:	with a copy of legal notices to:
CGI Technologies and Solutions Inc.	CGI Technologies and Solutions Inc. 11325 Random Hills Road, 8 <sup>th</sup> Floor Fairfax, VA 22030 Attn: Office of General Counsel Fax: 703-267-7288

- B. Force Majeure. Neither party shall be liable for any damages for delays or failure in performance under the Contract Documents caused by acts or conditions beyond its reasonable control, without its fault or negligence, which could not have reasonably foreseen or prevented by reasonable precautions. Such acts or conditions (each a "Force Majeure") shall include, but not be limited to: acts of God or of the public enemy; civil war; insurrections or riots; acts of war; acts of government; acts of terrorism; fires; floods; storms; explosions; earthquakes or accidents; unusually severe weather; epidemics or public health restrictions; strikes or labor troubles causing cessation, slowdown or interruption of work; failures or fluctuations in electrical power, heat, light, air conditioning or telecommunication equipment; and other similar events, or any event referred to above preventing a subcontractor from performing its obligations under a subcontract. In the event of a Force Majeure, (i) the party experiencing the Force Majeure shall exercise due diligence in endeavoring to overcome any Force Majeure impediments to its performance and shall provide prompt notice to the other party of the Force Majeure; and (ii) the time for performance shall be extended by a period equal to the delay caused by the Force Majeure and, if warranted, the fees payable to CGI shall be equitably adjusted.
- C. Reasonable Behavior. Each party will act in good faith in the performance of its respective responsibilities under the Contract Documents and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under the Contract Documents.
- D. Assignment. Subject to paragraph 1.17, taking precedence, neither party may assign or otherwise transfer the Contract Documents or any of the rights that they grant without the prior written consent of the other party. Any purported assignment in violation of the preceding sentence will be void. The Contract Documents will be binding upon the parties' respective successors and permitted assigns.

- E. Integration. The Contract Documents constitute the entire agreement between the parties, and supersede all other prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of the Contract Documents. The Contract Documents may be modified or amended solely in a writing signed by both parties. The parties agree that any pre-printed terms contained in State's purchase orders, acknowledgments, shipping instructions, or other forms or in CGI's invoices, that are inconsistent with or different from the terms of the Contract Documents will be void and of no effect even if signed by the party against which their enforcement is sought.
- F. Severability. The provisions of the Contract Documents will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of the Contract Documents, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.
- G. Reserved.
- H. No Waiver. No failure or delay by a party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If a party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy the party may have under the Contract Documents.
- I. Third Party Beneficiaries. There are no intended third party beneficiaries of any provision of the Contract Documents.
- J. Non-Solicitation. Except as otherwise provided in this Section 1.1.16.J, during the term of the Contract Documents and for twelve (12) months after its expiration or termination, neither party will, either directly or indirectly, solicit for employment or employ (except as permitted below) by itself (or any of its Affiliates) any employee of the other party (or any of its Affiliates) who was involved in the performance of the party's obligations under the Contract Documents, unless the hiring party obtains the written consent of the other party. The parties agree that the foregoing non-solicitation restriction does not apply (i) to former KDOR employees hired by CGI whose employment by CGI has terminated or (ii) after termination of the Agreement. The actual damages attributable to a damages reasonably anticipated by the parties. The foregoing provision will not (i) prohibit a general solicitation breach of the provisions of this Section would be difficult to determine and prove. Accordingly, the parties agree that if either party breaches this Section, the breaching party will promptly pay the non-breaching party liquidated damages in an amount equal to the employee's annual salary (including bonuses and incentive compensation) prior to the breach, such sum being a reasonable measure of the of employment in the ordinary course of business or prevent a party from employing any employee who contacts such party as a result of such a general solicitation; or (ii) be read so as to limit employment opportunities to an extent that would not be permitted under applicable law (e.g., California law).
- K. Reserved.
- L. Counterparts. The Contract Documents may be signed in one or more counterparts, each of which will be deemed an original and all for which when taken together will constitute the same

agreement. Any copy of the Contract Documents made by reliable means shall be considered an original.

## 1.2 Contract Documents

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA 146a;
- This Agreement, as amended and inclusive of its exhibits;
- Technical Services Statements of Work, including schedules and exhibits thereto (except as to terms specifically identified in a particular Technical Services Statement of Work as modifying or amending terms of the Agreement, which terms will control over the Agreement for that Technical Services Statement of Work).

## 1.3 Captions

The captions or headings in this Agreement are for reference only and do not define, describe, extend, or limit the scope or intent of this Agreement.

## 1.4 Definitions

A glossary of common procurement terms is available at <http://admin.ks.gov/offices/procurement-and-contracts>, under the "Procurement Forms" link.

## 1.5 Contract Formation

No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the Contractor.

## 1.6 Notices

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Procurement and Contracts  
P.O. Box 3506  
109 SW 9th Street  
Topeka, Kansas 66601-3506  
RE: Contract Number 000000000000000000xxxxx

or to any other persons or addresses as may be designated by notice from one party to the other.

## 1.7 Statutes

Each and every provision of law and clause required by law to be inserted in the Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the Agreement shall be amended to make such insertion or correction.

If after the Effective Date of this Agreement there are changes in any federal, state, provincial, regional, territorial and local laws, statutes, statutory instruments, ordinances, regulations, rules, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters, security and compliance requirements, and other official releases of or by any government, or any authority, department or agency thereof that are (i) applicable to the State in the performance of its obligations hereunder, or (ii) applicable to the State data, and if such changes impose requirements that affect Contractor's performance of any Services, then the State will advise Contractor of the necessary changes and Contractor will prepare a proposal describing the impact of such changes on the applicable Services and Charges. If the Parties mutually agree on the proposal, they will execute an Amendment to this Agreement to effect such changes.

#### 1.8 Governing Law

This Agreement shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.

#### 1.9 Jurisdiction

The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment

#### 1.10 Mandatory Provisions

The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this Agreement.

#### 1.11 Reserved.

#### 1.12 Reserved.

#### 1.13 Rights and Remedies

If this Agreement is terminated, the State, in addition to any other rights provided for in this Agreement, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials created exclusively for the State and expressly referenced in the applicable Technical Services Statement of Work

The rights and remedies of the State provided for in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

#### 1.14 Antitrust

If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this Agreement.



#### 1.15 Reserved

#### 1.16 Disaster Recovery

In the event of a Force Majeure within the meaning of Section 1.1.16.B of the Agreement, CGI will comply with KDOR's current Disaster Recovery plans and procedures and will work with KDOR and KDOR's hosting vendor, if any, to restore the Managed Applications.

#### 1.17 Assignment

Neither party may assign, convey, encumber, or otherwise transfer its rights or duties under the Agreement without the prior written consent of the other party. Provided, however, that nothing herein shall prohibit the State from making organizational changes that do not relieve the State from its obligations under the Agreement.

This Agreement may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by a party without the prior written consent of the other party. Notwithstanding the foregoing, subject to obtaining Internal Revenue Service approvals required by applicable law, Contractor may assign this Agreement or any portion thereof without the consent of, but upon written notice (within 30 days) to, the State: (i) in the event of a merger in which the Contractor is not the surviving entity, (ii) in the event of a sale of all or substantially all of Contractor's assets, or (iii) to any party that controls, is controlled by or is in common control with the Contractor. Contractor's ability to assign this Agreement, without the State's consent as described above, is conditioned that the assignment contemplated in this section will be to an entity with sufficient resources and knowhow to fulfill Contractor's obligations under the Agreement and any ongoing Technical Services Statements of Work or Service Orders.

**Binding Nature and Assignment.** This Agreement will be binding on the parties and their respective successors and permitted assigns.

#### 1.18 Third Party Beneficiaries

This Agreement shall not be construed as providing an enforceable right to any third party.

#### 1.19 Waiver

Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.

#### 1.20 Injunctions

Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

#### 1.21 Reserved

#### 1.22 Subcontractors

The Contractor shall be the sole source of contact for the Agreement. The State will not subcontract any work under the Agreement to any other firm. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the Agreement shall apply without qualification to any services performed or goods provided by any subcontractor.

### 1.23 Independent Contractor

Both parties, in the performance of this Agreement, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this Agreement.

### 1.24 Worker Misclassification

The Contractor and all lower tiered subcontractors under the Contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in Agreement termination.

### 1.25 Immigration and Reform Control Act of 1986 (IRCA)

All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

The Contractor hereby certifies without exception that such Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the Agreement to termination for cause and any applicable damages.

Unless provided otherwise herein, all Contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the Agreement.

### 1.26 Proof of Insurance

Upon request, the Contractor shall present proof of Worker's Compensation, Technology Errors and Omissions/Cyber Liability insurance, Public Liability, and Property Damage Insurance to Procurement and Contracts.

### 1.27 Conflict of Interest

The Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the State and providing services involving this Agreement. Furthermore, the Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any state employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the State.

### 1.28 Nondiscrimination and Workplace Safety

The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this Agreement.

### 1.29 Confidentiality

Each party may have access to private or confidential data maintained by the other party to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 et seq.) in providing services under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Each party agrees to promptly return any or all data furnished by the other party upon request in whatever form it is maintained by such party. On the termination or expiration of this Agreement, neither party shall use any such data or any material derived from the data for any purpose and, where so instructed, shall destroy or render it unreadable.

### 1.30 Environmental Protection

The Contractor shall abide by all applicable federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this Agreement for cause.

### 1.31 Prohibition of Gratuities

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this Agreement shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

### 1.32 Retention of Records and Audits

Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence to the extent involving transactions related to this Agreement for a period of five (5) years from the date of the expiration or termination of this Agreement.

Matters involving litigation shall be kept for five (5) years following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

Upon reasonable notice and compliance with Contractor's security policies, Contractor will allow the State's auditors (not a Competitor of Contractor) to audit data and records (except data for Contractor's costs or personnel records) to verify invoice accuracy and that adequate controls and security measures are being maintained in accordance with this Agreement. For the purposes of this Section "Competitor of Contractor" shall mean an entity which engages in the business of providing managed IT services to clients. For State-provided software and hardware, State will, upon Contractor's written request: (i) Provide Contractor with documentation of acquisition of software license and entitlement to device; (ii) cooperate with Contractor in event of a vendor audit of Contractor's use of such software and hardware;

and (iii) waive confidentiality during an audit of such software and hardware to the extent required to perform the audit, and actively participate to assist in resolving audit issues.

Contractor shall provide on-site access during Contractor's ordinary business hours to: (i) facilities where the Services are being performed; (ii) their personnel and subcontractors; and (iii) data and records in the possession of Contractor relating to its performance of any of the Services to representatives of the State and governmental agencies having regulatory authority over the State of Kansas ("Governmental Agencies"). The State shall require such representatives of such Governmental Agencies to comply with Contractor's reasonable and customary security and safety policies.

Contractor shall cooperate fully with and assist the State, the Governmental Agencies, and their respective auditors, inspectors, consultants, and other representatives in connection with audits in relation hereto and/or to any Technical Services Statement of Work and shall, on a reasonably timely basis, furnish each with all information reasonably requested.

Audits shall be limited to information relating to Contractor's provision of the Services in compliance with its obligations under this Agreement and, except for audits conducted in connection with requests by Governmental Agencies, shall be limited to the period of the then current calendar year and the immediately preceding two (2) calendar years in connection with: (a) Contractor's practices and procedures, including procedures to maintain the confidentiality of Confidential Information; (b) Contractor's controls and security measures and procedures; (c) onsite review of Contractor's disaster recovery and back-up plans and procedures; (d) any matter necessary to ensure that Contractor or the State has met or is meeting requirements of Applicable Law; (e) Contractor's compliance with its Service Level obligations; and/or (f) Contractor's charges for the Services, including expenses and taxes invoiced with respect thereto, and any credits provided or that should have been provided.

In the event that any such audit reveals that the State has been overcharged or undercharged, the State shall notify Contractor of the applicable amount and provide Contractor reasonable evidence of same. If the State has been overcharged, Contractor shall promptly credit the State the amount of the overcharge. If the State has been undercharged, the State shall promptly pay to Contractor the amount of the undercharge. If the audit reveals that the State has been overcharged more than 5% for any particular calendar month, Contractor shall reimburse the State for the reasonable and documented out-of-pocket costs incurred by the State in connection with the audit, not to exceed Ten Thousand Dollars (\$10,000).

All audits shall be performed not more frequently than once each calendar year except in the case of IRS audits under Section 1.51 and in a manner to minimize disruption to Contractor's business. In no event shall the State, while conducting an audit, materially interfere with Contractor's ability to perform the Services or any of its other obligations under this Agreement or any Technical Services Statement of Work or to conduct its other operations in the ordinary course of business.

Following any audit by the State, the State shall conduct (in the case of an internal audit), or request its external auditors to conduct, a conference with Contractor to discuss the preliminary conclusions from such audit with Contractor. The State shall report, in writing, to Contractor any actual or suspected deficiencies identified in such audit within sixty (60) days from the conclusion of the audit with a final report to be issued within one hundred and twenty (120) days to Contractor. To the extent that Contractor is not performing in accordance with this Agreement, Contractor shall promptly take all such actions as are appropriate to correct such deficiencies and otherwise perform in accordance with this Agreement.

### 1.33 Off-Shore Sourcing

The Director of Purchases, with the advice of the respective agency, must approve any changes prior to work being relocated. Failure to obtain the Director's approval will be grounds to terminate the Agreement for cause.

Sourcing and support will not be allowed outside of the United States.

### 1.34 On-Site Inspection

Failure to adequately inspect the premises shall not relieve the Contractor from furnishing without additional cost to the State any materials, equipment, supplies or labor that may be required to carry out the intent of this Contract.

### 1.35 Indefinite Quantity Contract

This is an open-ended contract between the Contractor and the State to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.

### 1.36 Prices

Prices for each Technical Services Statement of Work shall remain firm for the term of the applicable Technical Services Statement of Work and subsequent renewal periods described in the applicable Technical Services Statement of Work. Prices shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract for cause.

### 1.37 Payment

Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in this Agreement.

Payment schedule shall be on a frequency mutually agreed upon by both the agency and the Contractor.

### 1.38 Accounts Receivable Set-Off Program

If, during the course of this Agreement the Contractor is found to owe a debt to the State of Kansas, a state agency, municipality, or the federal government, agency payments to the Contractor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. The Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas, state agencies,

municipalities, or the federal government. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation is reduced by the amount subject to setoff.

#### 1.39 Federal, State and Local Taxes

Unless otherwise specified, the contracted price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the contracted price. Upon request, the State shall provide to the Contractor a certificate of tax exemption.

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

#### 1.40 Debarment of State Contractors

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall not assign any employee, individual or entity which controls a company or organization who will perform work under this Agreement that has been convicted of a crime that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state Contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to comply with this provision may result in the termination of the Agreement.

#### 1.41 Materials and Workmanship

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified.

The Contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the Contractor's own expense in the case of service performed on a fixed price basis, as may be necessary, any defective work, material, etc., if in the opinion of agency and/or Procurement and Contracts said issue is due to imperfection in material, design, workmanship or Contractor fault.

#### 1.42 Reserved

#### 1.43 Implied Requirements

All products and services not specifically mentioned in this Agreement, but which are necessary to provide the functional capabilities described by the specifications, shall be included.

#### 1.44 Inspection

The State reserves the right to reject, on arrival at destination, any items which do not materially conform with specification of the Contract.

#### 1.45 Reserved

#### 1.46 Reserved

#### 1.47 Transition Assistance

Transfer Assistance Services. As part of the Services, and for the applicable rates as set forth in the applicable Technical Services Statement of Work, Contractor shall provide to State the staff and services reasonably necessary for State to effect an orderly transition to State's facility, or to State's third party designee, of the Services ("Transfer Assistance Services"): (i) commencing three (3) months prior to the expiration of this Agreement, or on such earlier date as State may request (up to nine (9) months prior to the termination effective date), and continuing for up to three (3) months following the effective date of the expiration or earlier termination of this Agreement; or (ii) commencing upon any notice of termination or non-renewal of this Agreement (including, without limitation, notice based upon breach or default by State), and continuing for up to three (3) months following the effective date of such termination. In the case of TS SOW No. 1, transition services will be performed in accordance with Schedule 2.6 to the TS SOW No. 1. Contractor will continue to bill State for any Transfer Assistance Services provided after the expiration or termination effective date as described in the applicable Technical Services Statement of Work or as otherwise mutually agreed in writing. If this Agreement is terminated by Contractor for State's failure to pay undisputed amounts, Contractor may require State to pay all undisputed past-due amounts and pay for Transfer Assistance Services provided hereunder. At State's request, Contractor will provide while this Agreement is in effect and thereafter Transfer Assistance Services to State's Affiliates, and to successors to State and its Affiliates, and to State's third-party designee, all of whom will comply with Contractor's reasonable security, confidentiality and non-solicitation requirements, for the additional compensation to Contractor as described in the applicable Technical Services Statement of Work. Contractor shall use commercially reasonable efforts to provide continuity of service to State's end users during the Transfer Assistance Period. Contractor and State may, by mutual agreement, extend any Transfer Assistance period. Service Level credits and incentives (if applicable) will not be accrued during the Transfer Assistance period.

#### 1.48 Integration

This Agreement, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.

#### 1.49 Modification

This Agreement shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the Agreement shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

#### 1.50 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be enforced to the fullest extent permitted by law.

#### 1.51 Internal Revenue Service Requirements

The Contractor shall support the State in IRS requirements for data security including IRS Publication 1075 and the Social Security Administration's Telecommunications Sector Security Requirements (TSSR). The State of Kansas is audited every three years on these security requirements, the Contractor will participate in, and support these audits.

#### 1.52 Consents

The parties agree that where consent or approval is required of a party in order for the other party to perform or comply with this Agreement, such consent or approval shall not be unreasonably withheld.

#### 1.53 Reserved

#### 1.54 Compliance and Security

Each party agrees that it will comply with all laws and regulations applicable to the use (in the case of the State) and provision (in the case of Contractor) of the Services. Contractor has adopted an information security program designed to comply with applicable laws and protect the information, systems and solutions owned or controlled by Contractor including, without limitation, any State data that may be received, stored or transmitted by Contractor in connection with the Services (collectively, "the State Data") from loss, misuse and unauthorized access or disclosure. In addition to such program, CGI will cause its personnel assigned to TS SOW No. 1 to participate in the State's annual security training.

CGI hosting services are not within the scope of TS SOW No. 1. In the event that the parties enter into a future Technical Services Statement of Work pursuant to which CGI is to provide hosting services, upon the State's request or in conjunction with a Federal audit, Contractor is prepared to map its ISO 27002:2013 compliance to controls it has in place in support of the State, to the applicable NIST 800-53r4 requirements. The Contractor information security program is subject to change by Contractor from time to time. Notwithstanding the foregoing, Contractor agrees to provide the State a written description of Contractor's Information Security Policy. In the event that Contractor changes its information security program in a way that materially and adversely affects the State's use of the Services, the State may terminate such Services by delivering Contractor not less than thirty (30) days' prior written notice without incurring early termination fees as defined in the applicable Technical Services Statement of Work. The State will ensure that all the State Data complies with all applicable laws and reasonable information security practices, including without limitation those relating to the encryption of data. In addition, except to the extent expressly stated in the Agreement, the State retains sole responsibility for any security or compliance obligations with respect to any information, systems or solutions owned or controlled by the State.

## 2 Specifications

The applicable specifications for Services provided pursuant to this Agreement are set forth in TS SOW No. 1 and any other Technical Services Statements of Work authorized under this Agreement.

### 3.1 Reserved



**3.2 Reserved**

**3.3 Reserved**

**3.4 Reserved**

**3.5 Reserved**

**3.6 Reserved**

**3.7 Reserved**

**3.8 Reserved**

**3.9 Data Confidentiality**

Contractor acknowledges that it has no ownership or use rights to image information, biometric information, or personal information captured in the performance of the awarded Agreement, except for any rights expressly permitted or authorized by the Agreement.

The Contractor will have access to information which is considered personally identifiable information, the dissemination of which is limited by federal and/or state law, including the Federal Drivers Privacy Protection Act, 18USC 2721 et. seq. Contractor acknowledges that the improper dissemination of personally identifiable information is a violation of the Federal Driver's Privacy Protection Act, and may be in violation other Federal and State laws and that any individual or entity that violates applicable laws is subject to criminal prosecution, fines, and civil penalties.

Security protection to protect against unauthorized access including virus protection must be included in Contractors proposed solution.

Secure, remote access to contractor staff for purposes of support will be allowed via a mutually agreed upon method.

**A. Access**

Contractor will have access to private or confidential data ("Confidential Data") maintained by the State, only to the extent necessary to carry out Contractor's responsibilities. The Contractor may access and use these records solely for the purpose of KDOR system development, enhancement, testing, maintenance, and other support activities required to fulfill their obligations under the awarded Agreement.

Contractor agrees that all Confidential Data shall be and shall remain the sole property of the State and Contractor holds any such Confidential Data in trust and confidence for the State. This Confidential Data includes, but is not limited to, security arrangements, personal financial information, information regarding undercover law enforcement agents, social security numbers, students & student employees, and medical providers and/or their recipients. Contractor also agrees to the following:

1. All the information, images, and data (including individual or other information identified by the State) of the State shall be considered confidential and private. All electronic data shall be secured through encryption or other comparable security measure.
2. Contractor agrees that it and its employees will not, during the performance of or after the termination of this Agreement, disseminate or disclose at any time to any person, firm,

corporation, or other entity, or use for its own business or benefit any Confidential Data (including but not limited to use of names, home addresses, phone numbers of employees or citizens; or any other information obtained about employees, citizens, or vendors) obtained by it while in the performance of this Agreement.

3. Contractor shall not remove Confidential Data from State's site without State's prior written approval. Notwithstanding the foregoing, email and similar communications contained on Contractor laptops shall not be considered Confidential Data and approval is granted, subject to compliance with applicable security policies, for Contractor laptops to be removed from the State's site.

4. Contractor shall limit access to Confidential Data solely to staff of Contractor who have a business need to know for purposes of fulfilling Contractor's obligations under this Agreement. Any staff, individual or entity assigned to work for Contractor under this Agreement shall separately sign a non-disclosure agreement(s) and be bound by the requirements of this Article, and any Kansas Department of Administration computer security policy and user agreement, and Kansas Department of Revenue, and Federal computer security policy and user agreement, which shall be incorporated by reference herein.

5. Contractor agrees to comply and shall be fully responsible for providing adequate supervision and training to its agents and employees to ensure Contractor's (and subcontractors of Contractor) compliance with all applicable State and Federal Acts regarding confidentiality and the Kansas Open Records Act, K.S.A. 45-215 et seq.

#### **B. Return**

1. Upon termination or expiration of this Agreement, or at the State's request, Contractor and each of the persons and entities working for the Contractor, including any subcontractors, shall promptly destroy or return to the State all Confidential Data, including all data, information electronic, written, or descriptive materials or any related matter of any type, including but not limited to drawings, blueprints, descriptions, or other papers or documents which contain any such Confidential Data and shall not make, retain or distribute any copies thereof.

#### **C. Press Releases, Public Statements, and/or Communications**

Contractor agrees that no public statement, release, or communication acknowledging or implying that the State is a customer of Contractor is allowed under this Agreement. Any approval by the State for such public statement, release, or communication shall only be provided in writing by State to Contractor's contact for receiving Notice as described in this Agreement. The State may refuse such a request for any reason. However, CGI may include State's name on CGI's State list and may describe briefly and in general terms, the nature of the work performed by CGI for State. The State may not use the name of CGI in connection with any advertising or publicity materials or activities without the prior written consent of CGI. The parties further agree that, within a reasonable time following final acceptance of the Software Deliverables under a Technical Services Statement of Work, the parties may agree to work toward developing a mutually agreeable statement for public use by the parties such as in marketing materials and in their reports to stockholders. The parties agree that any such mutually agreeable statements should properly attribute to CGI any Software Deliverables or other materials provided by CGI.

#### **D. Contractor's Confidential Data**

The State will ensure that Contractor's information that is properly marked and designated "confidential", or information that should by its nature be obviously understood to be confidential, including without limitation social security numbers and personal private information, is not disclosed to others except as required by the Kansas Open Records Act. Contractor acknowledges and agrees that the State may be required to disclose certain information of Contractor pursuant to the Kansas Open Records Act.

#### **E. Failure to Secure Confidential Information**

Contractor shall develop and maintain a security plan for the Technical Services Statement of Work pursuant to its internal Client Data Protection Policies. Such plan shall be subject to review and approval by the State. Upon approval, Contractor shall implement and comply with such plan to secure and protect all personal and private information or personal health information. Subject to the limitations on Contractor liability set forth in Section 1.1.14 of the Agreement, Contractor shall hold State harmless and indemnify the State for expenses or damages, of any kind, incurred or suffered by the State as a result of any failure by Contractor to comply with such plan. Contractor shall notify the State of any loss or breach, or attempted or suspected loss or breach, of confidential information or data within twenty-four (24) hours of such knowledge. Contractor shall also be responsible and liable for any and all damages to individuals due to such breaches. In the event of any failure in which the Confidential Information of one or more individuals is lost, compromised, or is potentially compromised, Contractor shall be responsible and pay for any and all damages, expenses, and costs (including but not limited to lost wages and efforts spent to defend or correct against identity theft) caused to the State or any individual for the disclosure of any Confidential Information.

In the event of such breach, Contractor shall provide prompt notice to the State of such disclosure and shall also, subject to the limitations on Contractor liability set forth in Section 1.1.14 of the Agreement reimburse KDOR for the reasonable cost of providing to each affected individual-, identity theft protection insurance for a period of up to two (2) years up to the amount of \$ 1,000,000 Million USD. These terms shall also apply to any third-party vendors or subcontractors.

#### **3.10 Reserved**

#### **3.11 Reserved.**

#### **3.12 Digital Media**

The Contractor will agree to return all digital media that contains State of Kansas information to KDOR at the end of its useful life or termination of the Agreement. Media will be destroyed in accordance with NIST Publication 800-88. End of useful life is defined as: no longer needed to support issuance activities, hardware upgrades or failed hardware.

Images, along with demographic and other personal data, may be temporarily stored on local workstations and must be secured from inappropriate access in the event of loss or theft of a machine.

#### **3.13 Security Breach and Disclosure Procedures**

Contractor shall include as a part of the Operational Framework Document its incident response policy and procedures and incident notification procedure.

#### **3.14 Encryption.**

Contractor must provide encryption to safeguard the personal information that may be temporarily stored on CGI local workstations as approved by KDOR.

4. Reserved.


5. SIGNATURES

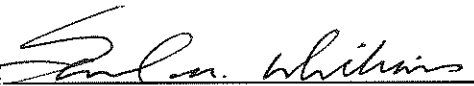
Subject to the terms and conditions of the Statement of Work, this Agreement, and all applicable exhibits and attachments herein, State hereby accepts the offer of Contractor in accordance with the sole source prior authorization approval and requisition #44559.

It is understood and agreed by the parties that **CGI Technologies and Solutions Inc.** agrees to provide consulting services for **Kansas Department of Revenue** on order of the Agency at the price or prices contained in the Contract Documents.

This Agreement is entered into this 19th day of February, 2018 by and between the State of Kansas (State) and CGI Technologies and Solutions, Inc. (Contractor).

Contractor: CGI Technologies and Solutions, INC Agency: Kansas Department of Revenue

By: 

By: 

Printed Name: George Schwantzer

Printed Name: Samuel M. Williams

Title: Vice President Consulting Services

Title: Secretary of Revenue

I hereby certify that the competitive bid/procurement laws of the State of Kansas have been followed.

State of Kansas

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

TRACY T. DIEL  
DIRECTOR OF PURCHASES

State of Kansas  
Department of Administration  
DA-146a (Rev. 06-12)

### CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 19th day of February, 2018.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation

of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

## IRS 1075 Exhibit 7

KDOR is responsible to ensure that the contractor meets all IRS confidentiality requirements to protect FTI in accordance with IRS Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies (Rev 11-2016), as if it stayed in our possession, and in addition, ensure that:

- Publication 1075 Exhibit 7, Contract Language for Technology Services, is included in the contract involving the disclosure of FTI;
- Contractors receive disclosure and safeguards training with written certification at initial orientation and annually thereafter;
- Contractor sites and facilities wherein FTI exists or is processed will be included in the internal inspections;
- FTI is not accessed by contractor employees located off-shore or included in contractor information systems located off-shore;
- When a contractor concludes their services to your agency, the annual Safeguard Security Report (SSR) is to note this and describe the disposition of all FTI in their possession; and
- The use of personally owned computers to access FTI is prohibited.

In accordance with Publication 1075 section 7.2.4, the agency must update and submit the Safeguard Security Report (SSR) to reflect updates or changes regarding the agency or regarding safeguarding procedures within the reporting period. The SSR must be submitted by April 30, 2017. Furthermore, any remote access where FTI is accessible over a remote connection must be performed using multi-factor authentication in accordance with Publication 1075 section 9.3.1.12.

KDOR must submit notification of any new technology implementations that involve FTI to the Office of Safeguards, at a minimum of 45 days ahead of the planned implementation. New technologies include cloud computing, consolidated data center, contractor access, data warehouse processing, non-agency-owned information systems, tax modeling, test environment and virtualization of IT systems. Agency contractors are subject to inclusion in future IRS Safeguard Reviews.

IRS Publication 1075 can be found in its entirety at:

<https://www.irs.gov/pub/irs-pdf/p1075.pdf>

**Exhibit 7-Safeguarding Contract Language****CONTRACT LANGUAGE FOR GENERAL SERVICES****I. PERFORMANCE**

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (6) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (7) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

**II. CRIMINAL/CIVIL SANCTIONS**

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return



information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

- (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

### CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES

#### I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.

- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- (8) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (9) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (10) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

## II. CRIMINAL/CIVIL SANCTIONS

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- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual

damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

- (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

<b>CGI</b>	<b>STATE OF KANSAS CONTRACT 44559 – TECHNICAL SERVICES AGREEMENT</b>	<b>Page 1 of 18</b>
	<b>TECHNICAL SERVICES STATEMENT OF WORK No. 1</b>	

**TECHNICAL SERVICES STATEMENT OF WORK No. 1**

## TABLE OF CONTENTS

Page i

### ARTICLE 1 INTERPRETATION 1

- 1.1 Definitions 1
- 1.2 Order of Precedence 1
- 1.3 Schedules 1
- 1.4 References 2

### ARTICLE 2 SERVICES 2

- 2.1 CGI Services 2
- 2.2 Governance 2

### ARTICLE 3 CGI'S OBLIGATIONS 2

- 3.1 Services Standards 2
- 3.2 Transition-In Plan 3
- 3.3 Performance in Accordance with SLAs 3
- 3.4 SLA Measurement and Reporting 3
- 3.5 Fee Reductions and other Remedies 3
- 3.6 Audit 4
- 3.7 Root-Cause Analysis and Resolution 8
- 3.8 Annual Technology Planning 8
- 3.9 Orderly Termination 8
- 3.10 Co-operation with Other Service Providers 9

### ARTICLE 4 PREMISES, EQUIPMENT AND SECURITY 10

- 4.1 CGI's Responsibilities 10
- 4.2 Client Responsibilities 11
- 4.3 Client Data 11
- 4.4 Security 12
- 4.5 Information Access 12

### ARTICLE 5 SERVICE PROVIDER PERSONNEL 13

- 5.1 Key Personnel 13
- 5.2 Assignment of Key Personnel 13
- 5.3 Employee Succession 13
- 5.4 Supervision and Conduct of CGI Personnel 13
- 5.5 Use of Affiliates and Subcontractors 13

### ARTICLE 6 PRICING, BILLING AND INVOICING 14

- 6.1 Payments 14
- 6.2 Out-of-Pocket Expenses 14

### ARTICLE 7 REGULATOR DUE DILIGENCE 14

## SCHEDULES

- Schedule 1 Supplemental Technical Services Definitions
- Schedule 2 Detailed Application Services Description
- Schedule 2.1 Service Locations
- Schedule 2.2 In-Flight Projects
- Schedule 2.3 Transition-In Plan
- Schedule 2.4 Service Level Agreement Framework

- Schedule 2.4.1 Service Level Agreements
- Schedule 2.5 Annual Technology Plan
- Schedule 2.6 Transition-Out Process
- Schedule 3 Fees
- Schedule 3.1 Summary of Base Charges
- Schedule 3.2 Rate Card
- Schedule 3.3 Early Termination Charges
- Schedule 4.1 Change Control Process
- Schedule 4.2 Governance
- Schedule 4.3 KDOR Policies and Guidelines
- Schedule 4.4 Architecture Standards

## TECHNICAL SERVICES STATEMENT OF WORK No. 1

This Technical Services Statement of Work No. 1 ("Statement of Work" or "SOW") is issued pursuant to the Contract ID 0000000000000044559 dated as of February 19, 2018 (the "Agreement") between the State of Kansas ("State," "KDOR," or "Client") and CGI Technologies and Solutions Inc. ("CGI" or "Contractor").

### ARTICLE 1 Interpretation

#### 1.1 Definitions

All defined terms in the Agreement and Schedule 1 (Supplemental Technical Services Definitions) have the same meanings herein, unless otherwise specifically provided otherwise. Capitalized terms used in the other Schedules hereto shall have the meanings attributed thereto in the Agreement and Schedule 1, except as otherwise expressly defined in the Schedules in which case such definitions shall apply only in respect of the applicable Schedule(s).

#### 1.2 Order of Precedence

The order of precedence is as set forth in Section 1.2 of the Agreement.

#### 1.3 Schedules

The following are the Schedules to this Statement of Work and form part of this Statement of Work:

- Schedule 1 Supplemental Technical Services Definitions
- Schedule 2 Detailed Application Services Description
- Schedule 2.1 Service Locations
- Schedule 2.2 In-Flight Projects
- Schedule 2.3 Transition-In Plan
- Schedule 2.4 Service Level Agreement Framework
- Schedule 2.4.1 Service Level Agreements
- Schedule 2.5 Annual Technology Plan
- Schedule 2.6 Transition-Out Process
- Schedule 3 Fees
- Schedule 3.1 Summary of Base Charges
- Schedule 3.2 Rate Card
- Schedule 3.3 Early Termination Charges
- Schedule 4.1 Change Control Process
- Schedule 4.2 Governance
- Schedule 4.3 KDOR Policies and Guidelines
- Schedule 4.4 Architecture Standards

## 1.4 References

Except as expressly set out herein, references to an Article, Section, Subsection or Schedule refer to the applicable Article, Section, Subsection or Schedule of the main body of this Statement of Work.

## ARTICLE 2 Services

### 2.1 CGI Services

Client shall purchase and CGI shall perform the following services for Client (collectively, the "**Services**") as specified in Schedule 2 (Detailed Application Services Description) and at the Service Locations specified in Schedule 2.1 (**Service Locations**):

- (a) Application Services. CGI shall provide the Applications Services as described in Schedule 2 (Detailed Application Services Description).
- (b) Common Services. CGI shall provide the Applications Services as described in Section 7.0 of Schedule 2 (Detailed Application Services Description).
- (c) Additional Services. If Client wishes CGI to provide any other services in addition to the Application Services and Common Services the Parties shall use the Change Control Process to reach agreement on the provision of such Additional Services.
- (d) In-Flight and New Projects. The Projects that are in-flight listed in Schedule 2.2 will be reprioritized after completion of transition.

### 2.2 Governance

The Parties shall implement and manage this Statement of Work in accordance with the rules of governance set out in Schedule 4.2 (Governance). Each Party shall nominate a designated representative (the "**Designated Representative**") who shall be responsible for the implementation, management and enforcement of this Statement of Work on behalf of that Party, including overall management of that Party's performance hereunder and for the first-level resolution of disputes between the Parties regarding the performance or non-performance of their obligations under this Statement of Work. Designated Representatives shall make themselves reasonably available for consultation with the other Party's Designated Representative during regular business hours on Business Days. The authority of each Party's Designated Representative shall be equal to the scope of his or her responsibilities hereunder. Each Party shall have the right to rely upon the instructions and decisions received from the other Party's Designated Representative in writing with respect to all matters relating to this Statement of Work. Each Party shall have the right to change its Designated Representative provided that each party shall notify the other in writing of any change of its Designated Representative.

## ARTICLE 3 CGI'S Obligations

### 3.1 Services Standards

CGI shall, and shall cause its Personnel to, perform the Services in accordance with the representations and warranties set out in the Agreement and as otherwise provided in this Statement of Work. CGI shall provide the Services in compliance with Client applicable policies and guidelines as set forth in Schedule 4.3 (KDOR Policies and Guidelines) as of the Effective Date (the "Client Policies and Guidelines"). From time to time thereafter, Client may modify the Client Policies and Guidelines and any such modifications



to the Client Policies and Guidelines shall be effective, subject to the next sentence, within a reasonable period after the date such written modifications are provided by Client to CGI but, in any event, not to exceed thirty (30) days. If, however, modifications to Client Policies and Guidelines cause a change in service described in Schedule 2 – Application Services, then, such modifications will only become effective in accordance with Change Control Process.

### **3.2 Transition-In Plan**

CGI shall implement the Transition-In Plan attached as Schedule 2.3 (Transition-In Plan). Such plan shall set out the procedure and timing of each element of the transition (including specific milestones for completion of the transition). The transition shall be implemented in an orderly manner with minimal disruption to Client business operations.

### **3.3 Performance in Accordance with SLAs**

CGI shall perform the Services in accordance with and in such manner as to meet or exceed the service levels and performance standards set out in this Statement of Work, including, the SLAs set forth in Schedule 2.4. The Parties agree that each of the SLAs shall become effective as set out in Schedule 2.4 (Service Level Agreement Framework). All applications, if any, developed by CGI pursuant to the terms hereof shall incorporate methods permitting measurement of the SLAs. CGI shall provide Client with prompt written notice of each instance where CGI's ability to perform any of its obligations in a timely manner is adversely affected by a failure of Client to fulfil any obligation of Client as set forth in this Statement of Work. Any such notice shall include reasonable details regarding such failure and the impact on CGI and CGI shall use all commercially reasonable efforts to minimize any adverse impact or potential impact resulting from such failure.

### **3.4 SLA Measurement and Reporting**

CGI shall measure and report its performance against the SLAs, during each month by the tenth (10<sup>th</sup>) day of the following month, such report to be in a form and content mutually acceptable to the Parties. For each continuing failure to provide any of the Services in accordance with the applicable SLA that occurs in consecutive measurement periods, CGI shall report such failures for the month such failure commences and for each month thereafter that such failure continues or reoccurs. CGI shall meet with Client at least quarterly, or more frequently if requested by Client, to review CGI's actual performance against the SLAs and may recommend remedial actions to resolve any performance deficiencies. CGI shall promptly provide Client with a written report upon becoming aware of events or circumstances that may have the potential to materially impact the delivery of any of the Services, including details of such events or circumstances, the potential effect and a suitable contingency plan.

### **3.5 Fee Reductions and other Remedies**

From and after the applicable start date, if CGI fails to meet an SLA it shall be subject to the Service Level Credit (Fee Reduction) and Earnbacks (Fee Reduction Offset) as set out in the Schedule 2.4 (Service Level Agreement Framework). The Parties acknowledge and agree that such Fee Reductions are reasonable in the circumstances, represent a fair and reasonable pre-estimate of the reduced value which would be received by Client in the event of any such failure, and are without limitation to Client's ability to exercise other remedies under the Agreement. Client acknowledges, however, that if Client should obtain a judgement for damages for breach of any SLA effective at the time, the amount of damages awarded to Client shall be reduced by an amount equal to total of all amounts of Fee Reductions obtained by Client in relation to breach of such SLA.

**3.6 Audit****(a) Scope.****(i) Audit regarding Invoiced Amounts, Services & Service Levels**

(A) Upon thirty (30) days prior written request, Client shall be allowed to conduct an audit reasonably necessary to verify:

- (I) amounts invoiced to Client for the Services including all supporting documentation, calculations and methodologies related thereto but excluding any internal cost data or pricing data relating to fixed price Services;
- (II) the accuracy of CGI's reports on Service Levels;
- (III) compliance with Applicable Laws; and
- (IV) compliance with this Statement of Work as it relates to the performance of the Services.

Client reliance upon the Baseline Internal Controls Audit (as defined below) is not intended to restrict the audit under this Section 3.6(a)(i)(A).

(B) CGI shall provide reasonable access to its relevant Personnel, CGI's Service Locations and, to the extent necessary, reasonable access to the relevant Subcontractors' service locations, and records necessary to conduct the foregoing audit, to

- (I) Client internal auditor, or
- (II) a mutually acceptable reputable, audit firm.

(C) Such audits shall be conducted at Client expense and may be conducted periodically during the Term of this Statement of Work, subject to the following terms and conditions:

- (I) the audits may not be conducted more than once per Contract Year, except for more frequent audits required by federal and/or state governmental authorities, or for purposes of investigations claims of misappropriation, fraud or other business irregularities, or as necessary to confirm that deficiencies identified in the preceding audit have been effectively addressed, which additional audits shall be subject to terms and conditions to be agreed upon by the Parties;
- (II) the audits shall not include access to any systems, data or information relating to other customers of CGI;
- (III) CGI shall not be required to disclose its cost or margin nor shall CGI be required to disclose how fixed fees, if applicable, were derived;
- (IV) there shall be no audit in respect of pricing or actual hours worked in support of fixed fees;

- (V) there shall be no audit in respect of time and materials charges more than twenty four (24) months after the end of each calendar year during the term;
- (VI) audits may only be conducted during CGI's regular business hours;
- (VII) audits shall not exceed five (5) business days in duration unless the parties otherwise agree (each acting reasonably) in writing in advance;
- (VIII) Client shall ensure that any audit does not interfere with CGI's ability to provide the Services or otherwise interfere with the operations of CGI's business; and
- (IX) CGI shall provide reasonable cooperation and assistance in connection with the audit at no additional cost provided that the audit period is in accordance with (VII); for any period beyond the audit period in (VII), at CGI's then-current standard time and materials rates.

(ii) **Audits regarding CGI Internal Controls**

Each year, starting in CGI's new fiscal year which follows the completion of the Transition, CGI shall provide a report or reports that address the following internal controls provided from CGI Service Locations (the "Baseline Internal Controls Audit Report"):

- (I) **Logical Security:** Depending on the division of responsibilities, CGI maintains appropriate access controls in order to properly protect applications and databases as well as each client's environment. The following relates to logical security:
  1. *Account Provisioning Procedures:* These procedures include the following: logical access request and removal procedures and / or policies (hiring, transfer, termination); and a list of authorized approvers per application and database. Access request forms are to be signed, in hard copy, by authorized client (i.e. senior IT-IS) members, and recorded on access tracker list.
  2. *Review of User / Database Accounts:* CGI user and database accounts are reviewed periodically to verify continued access requirements and any exceptions are corrected on a timely basis. Review includes: access privilege review policies (global or for each application / database); dates when access reviews were conducted during the period of coverage of the audit; for the most recent access review(s) (global or for each application / database), evidence that the review was conducted and that issues identified were resolved.

3. *Passwords:* Password application and database configuration standards are followed as defined in client policies in Schedule 4.3 (KDOR Policies and Guidelines). This includes: password standards for each application / database; password settings for each application and database in scope, such as length, complexity, history, frequency of change, and a maximum of log-in attempts.
4. *Event & System Log Monitoring:* Unusual operations, such as unsuccessful access attempts and the use of powerful security code are recorded on files, if those capabilities exist in the application. Logging settings showing what unusual operations are logged.
5. *Records Review:* A periodic follow-up of the records produced is performed in the case of unauthorized access attempts and use of a security code on the operating resources of the client's environment.

(II) **Change Management: CGI provides that changes to the application are properly controlled**

1. *Formal Procedure:* Application and database changes are subject to formal change management procedure
2. *Register of Requests:* A register of Requests for change is maintained through Client's ServiceNow system.
3. *Acceptance:* Change requests and user acceptance tests are approved by Client representative prior to migration of production.
4. *Back-Out Procedures:* Back-out procedures are documented and applied for implementation failure for major changes.
5. *Deployment:* A deployment procedure is documented and used to promote changes into production environment.
6. *Testing of Changes:* Application changes are tested in an environment different from the production environment.
7. *Production Logging:* All migration to production are logged and reviewed to confirm that only authorized changes are implemented.
8. *Emergency Changes:* Emergency change requests are documented and subject to formal change management procedures.

(III) **Incident Management:** Incident requests are managed through a formal process that provides a complete and secure way to remediate the situation.

1. *Formal Procedures:* Incidents are subject to formal incident procedures
2. *Register:* A register of incidents is maintained through Client's ServiceNow system.
3. *Classification:* Classification of incidents based on priority level and/or severity of impact
4. *Action Log:* Action taken to resolve the incident is approved by user representative prior to closing the incident
5. *Escalation:* Formal escalation procedures are documented and followed.
6. *Incident Review:* Incident review and follow-up are performed on a regular basis.

(B) In the event that Client requests audit and reporting which are not covered by the Baseline Internal Controls Audit, such additional audit and reporting shall be performed by the same auditors who have performed the Baseline Internal Controls Audit, or Client chosen auditors, which can be internal staff or a reputable external auditor (excluding a competitor of CGI) at Client cost and expense.

(iii) **Specific Confidentiality Requirement**

(A) Where applicable for the purpose of this Section, Client external auditors must provide CGI with Client's written authorization to act as its external auditor and shall then be deemed to be Client's representative. No proposed auditor shall be a competitor of CGI. Any external auditor retained by Client in connection with such audits shall execute a reasonable non-disclosure agreement acceptable to CGI.

(B) All audit reports contemplated by this Section and their content shall be deemed confidential information and shall be subject to the confidentiality provisions contained in this Statement of Work.

(iv) **Cure of Deficiency**

(A) In the event that an audit contemplated by this Section identifies a deficiency which causes or may cause a breach of CGI's material obligations under this Statement of Work, CGI shall

- (I) implement an action plan addressing such deficiency that has caused an actual breach within the cure period specified in Section 1.1.13 of the Agreement or for potential breaches a commercially reasonable period given the nature of the deficiency, and

- (II) keep Client reasonably informed regarding the implementation of such action plan.
- (b) Costs. Client shall pay for all of its own costs and expenses incurred in connection with an Audit, and CGI shall pay for all costs and expenses incurred by CGI and all Personnel in connection with the performance of its obligations as set out in this Section.
- (c) Audit Discrepancies. Any deficiencies discovered by an Audit shall be reviewed by the Parties within thirty (30) days from notification thereof and, as agreed to by both Parties, appropriate changes if any to address the deficiencies will be made within sixty (60) days thereof or mutually agreed timeframe.

### 3.7 Root-Cause Analysis and Resolution

As more fully specified in Schedule 2.4 (SLA Framework), Section 6.1 (Problem Escalation for SLA Defaults), promptly, and in no event later than ten (10) days after CGI's discovery of, or, if earlier, CGI's receipt of a notice from Client regarding, any critical failure in respect of the Services, including any failure by CGI to meet SLAs, CGI shall conduct root cause analysis to identify the cause of such failure. CGI shall correct such failure at no charge to Client except to the extent that the failure was caused by Client and is an exclusion listed in Section 4.7 (Exclusions) of Schedule 2 (Detailed Application Services Description), in which case CGI shall be compensated for the reasonable costs of completing the root cause analysis and correcting such failure.

### 3.8 Annual Technology Planning

Each Contract Year, CGI shall prepare a plan, subject to approval by Client in accordance with the following procedures (the "**Annual Technology Plan**"), taking into consideration Client's IT architecture as described in Schedule 2.5 (Annual Technology Plan) and Schedule 4.4 (Architecture Standards):

- (a) Content. The Annual Technology Plan shall be composed of short-term and long-range operational plans that shall be consistent in all material respects with Client's long term strategic plan as disclosed by Client to CGI from time to time. The long-range plan shall include strategic and flexible use of information technology systems in light of Client's anticipated business goals, current mission, objectives and its priorities and strategies. The short-term plan shall include information technology budget development for the next fiscal year and an identification of proposed business and IT initiatives. The Annual Technology Plan will cover at least the items listed in Schedule 2.5. CGI shall on a regular basis and prior to the preparation of each Annual Technology Plan (i) identify solutions and services that may benefit Client and support the mission, goals and objectives of Client (ii) identify CGI or Client resources required to complete the long-range and short-term plans and (iii) upon request of Client investigate the requirements, costs and benefits of new technology.
- (b) Completion. CGI shall complete (i) the first Annual Technology Plan under this Statement of Work six months after the Effective date and (ii) each subsequent Annual Technology Plan at least ninety (90) days prior to the commencement of each Contract Year, including a renewal year.

### 3.9 Orderly Termination

- (a) In connection with the termination of all or any part of the Services in accordance with the terms hereof, CGI shall comply with Client's reasonable directions to effect the orderly

transition and migration to Client or a third party designated by Client from CGI of all such terminated Services then being performed by CGI or which CGI is then responsible for performing under this Statement of Work, so as to minimize disruption to Client business activities (the "**Termination Transition**"). Client and its employees and agents shall cooperate in good faith with CGI in connection with CGI's obligations under this Section and Client shall perform the process described in Schedule 2.6 (Transition-Out Process). CGI's obligations under this Section shall consist of the following and such other obligations as may be contained in the Transition-Out Process and as may be otherwise agreed upon in writing by CGI and Client :

- (i) CGI shall work in consultation with Client to develop a transition plan satisfactory to Client setting forth the respective tasks to be accomplished by each Party in connection with the orderly transition and a schedule pursuant to which the tasks are to be completed;
  - (ii) CGI shall take such steps as may be reasonably expected to minimize disruption or interruption of Client business operations, including without limitation the Services.
  - (iii) the initial Transition-Out Process period shall be no greater than ninety (90) days following the effective date of the termination with one extension, at Client's discretion, for up to an additional thirty (30) days, provided that Client provides notice to CGI, by no later than the 60<sup>th</sup> day before the end of such initial period, that it will require the extension.
- (b) In addition to performing the services set out in this Section, CGI shall continue to provide the Services otherwise set forth in this Statement of Work during the Termination Transition, and Client shall pay CGI for such Services in accordance with this Statement of Work. If the termination assistance provided by CGI under this Section requires CGI to utilize additional resources, Client shall pay CGI for such additional resources at CGI's then current rates in addition to the wind-down costs set forth in Schedule 3.3 (Early Termination Charges).

### 3.10 Co-operation with Other Service Providers

- (a) CGI acknowledges that Client has entered into agreements and may, in its discretion, enter into additional agreements with service providers other than CGI (each, an "**Other Service Provider**") for the supply of hardware, software, systems, content, documentation, facilities or other products or services that may be related to the Services or Client's other systems, including: (a) hardware, software, systems, content, documentation, products or services that may integrate or interface with the Services; (b) contingency planning services; and (c) project management, business process or other consulting services that may relate to the Services or Client's business. CGI acknowledges and agrees that the performance by such Other Service Providers of their obligations may require the cooperation and assistance of CGI and Client acknowledges that CGI's performance of its obligations may require the cooperation and assistance of Other Service Providers and their subcontractors.
- (b) At Client's request, CGI (and CGI subcontractors) will act reasonably and cooperate reasonably with the Other Service Providers and at CGI's request, Client will require the Other Service Providers (and their subcontractors) to act reasonably and cooperate

reasonably with CGI (and CGI subcontractors) to coordinate the interaction of each other's obligations to Client.

- (c) To the extent necessary for the Other Service Providers to provide their services to Client and without limiting Section 3.10(b), CGI will cooperate reasonably with Client and any Other Service Providers, including:
- (i) making available and providing information to Client and the Other Service Providers regarding the Deliverables or the Services;
  - (ii) co-operating reasonably with Client and the Other Service Providers to develop interfaces for the interaction of each other's obligations to Client; and
  - (iii) complying with Client's reasonable instructions regarding Other Service Providers to the extent relevant to CGI's provision of the Services under this Statement of Work and provided such instructions do not require a Change or Service Change as defined in Schedule 4.1;

provided that, if compliance with the obligations set out in this Section 3.10(c) would require the disclosure of Confidential Information of CGI to Other Service Providers, CGI may require the Other Service Provider to execute a confidentiality agreement with CGI. For greater certainty, if the Other Service Provider agrees to execute a reasonable, industry standard confidentiality agreement with CGI, CGI will agree to execute such confidentiality agreement with the Other Service Provider.

#### ARTICLE 4 PREMISES, EQUIPMENT AND SECURITY

##### 4.1 CGI's Responsibilities

- (a) Use of Premises. Any use of the Premises by or on behalf of CGI shall be for the sole and exclusive purpose of providing the Services. Use of the Premises by CGI does not constitute a leasehold interest in favor of CGI.
- (b) Manner of Use. CGI and its Personnel shall keep the Premises in good order, not commit or permit waste or damage to such Premises, not use the Premises for any unlawful purpose or act, and shall (1) conduct themselves in a businesslike manner at all times, and (2) comply with all requests and standard policies, procedures and standards of Client as communicated to CGI from time to time regarding access to and use of the Premises, including in respect of safety, health, security, personal and professional conduct.
- (c) Injury and Property Damage. CGI shall exercise due care and diligence not to cause any injury to person or damage to property while on Client Premises.
- (d) Vehicle Operation. The operation of CGI vehicles or private vehicles of CGI Personnel on Client property shall conform to posted and other regulations and safe driving practices. Vehicular accidents on Client property and involving CGI Personnel shall be reported promptly to the appropriate Client security Personnel.
- (e) Alterations. CGI shall not make any improvements or changes involving structural, mechanical or electrical alterations to the Premises without Client's prior written approval,



which shall not be unreasonably withheld or delayed. Any improvements to the Premises shall become the property of Client.

- (f) Return of Premises. When the Premises are no longer required for performance of the Services, CGI shall return them to Client in substantially the same condition as when CGI began use of such Premises, subject to reasonable wear and tear.
- (g) Security. CGI shall comply with the security obligations set out in the Schedule 4.3 - Client Policies and Guidelines.

#### **4.2 Client Responsibilities**

In addition to other responsibilities otherwise set forth in this Statement of Work, Client has the following responsibilities in connection with the Services:

- (a) Client Premises. Commencing on the Effective Date and continuing for so long as CGI requires the same for the performance of the Services in accordance with the Transition-In Plan, Client shall provide to CGI the following:
  - (i) Client will provide space within State facilities, as well as internet and phone services, for up to twenty-seven (27) CGI personnel to provide the Services during the Term, which requirements may be adjusted annually or as agreed by the Parties in accordance with the Change Control Procedures. CGI will provide office space for CGI team members at no additional cost to the State should the State determine that State space is unavailable. CGI shall credit back \$10,000 per month for every month that the CGI team members are working in State office space. The credit may be adjusted annually or as agreed by the Parties in accordance with the Change Control Procedures.
- (b) Access Standards. Client shall provide physical access strategies and standards at the Premises based on Client security requirements as specified in the Client Policies and Guidelines, and CGI shall work with Client's security department as required.

#### **4.3 Client Data**

- (a) Ownership and Access. All Client Data shall be and remain the exclusive property of Client. Except as otherwise provided under this Statement of Work, CGI shall provide that Client and Regulators, to the extent required for such Regulators to fulfil their mandates, have access to the Client Data at all reasonable times. CGI shall not:
  - (i) have, acquire or assert any ownership or other proprietary right in any Client Data;
  - (ii) use or copy, or permit any other Person to use or copy, any Client Data, except as reasonably required in connection with the Services or as otherwise expressly agreed to in writing by Client; and
  - (iii) sell, disclose, transfer, assign, lease or otherwise commercially exploit or dispose of, any Client Data, even in the event of a Dispute between the Parties or upon termination or expiration of this Statement of Work or during any Transition-Out Process.
  - (iv) request or permit access to Client Data to be given to any CGI Personnel except to the extent that such Personnel have a need to obtain access to such Client Data in connection with the provision by CGI of the Services.

- (b) Storage of Client Data. At no time will any of the computer files containing Client Data in the possession or control of CGI be (a) stored or held in a form or manner that effectively prevents access to same by Client or (b) be stored, held by or processed other than in the approved service locations indicated in Schedule 2.1 (Service Locations).
- (c) Return of Client Data. Promptly upon the later of any expiration or termination of this Statement of Work and the completion of any Transition-Out Process, and otherwise promptly upon the request of Client CGI shall provide to Client all copies of such files referred to in paragraph (b), above, including all applicable hardware and software keys and such information as to format encryption (if any) and any other specification or information reasonably necessary for Client to retrieve, read, revise, use and/or maintain such files and Client Data. Upon the request of Client, CGI's Designated Representative will certify to the best of his/her knowledge the completeness of all files, Client Data and other information provided to Client pursuant to this paragraph (c) and that no material element, amount or other fraction of such files, Client Data or other information in their respective possession and control to which Client may request to access or review has been deleted, withheld, disguised or encoded in a manner inconsistent with the purpose and intent of providing full and complete access to Client as contemplated by this Statement of Work. CGI may maintain a copy of Client Data solely as required for (a) its performance under this Statement of Work, and (b) pending receipt by all payments due from Client hereunder.
- (d) Loss or Damage to Client Data. If any Client Data is lost, destroyed or damaged, CGI shall promptly upon discovery of such loss, destruction or damage (a) provide written notice of such loss, destruction or damage to Client and (b) use commercially reasonable efforts to restore such Client Data in the form and format of such data immediately prior to such loss, destruction or damage as reasonably required by Client. If Client or its Other Service Providers have caused the loss, destruction or damage of Client Data, and if client uses CGI to restore the Client Data, Client agrees to pay CGI for the restoration of such Client Data as a time and materials project in accordance with Schedule 3 (Fees) and Schedule 3.2 (Rate Card).

#### **4.4 Security**

- (a) Security Requirements. CGI shall provide the Services in compliance with Client's applicable Security Requirements as set forth in Schedule 4.3 as of the Effective Date. From time to time thereafter, Client may modify the Security Requirements and any such modifications shall be effective, within Client's business, as of the date such modifications are made by Client, provided Client has provided CGI with written notice of such modification. If such modifications cause a Service Change, then, such modifications will only become effective, for the purposes of the Agreement, in accordance with Change Control Process.

#### **4.5 Information Access**

Prior to performing any Services, all new CGI Personnel and subcontractors assigned to provide the Services and who will access Client Data, Client software and/or Client systems will be subject to the same background check requirements as KDOR personnel. CGI shall provide to such Personnel only such level of access as is required to perform the tasks and functions for which such Personnel are

responsible. CGI shall from time to time, upon request from Client but at least half-yearly, provide Client with an updated list of those CGI Personnel having access to Client systems, software, and Client Data.

## **ARTICLE 5 SERVICE PROVIDER PERSONNEL**

### **5.1 Key Personnel**

Each of CGI and Client shall identify to the other its Key Personnel, which shall include its Designated Representative. Such appointment of Key Personnel may be modified from time to time in accordance with this Statement of Work, and shall be deemed modified upon (i) Client designation in writing of certain employees as Key Personnel, and (ii) any replacement or substitution of a new individual for any Key Personnel as approved by Client from time to time.

### **5.2 Assignment of Key Personnel**

All Key Personnel shall be assigned to the performance of the Services on a full time basis (or part time as mutually agreed by the Parties). CGI shall not, without Client's prior written consent, (i) undertake any action with respect to any Key Personnel or the CGI Designated Representative resulting in the alteration or reduction of time expended by such Key Personnel or the CGI Designated Representative in performance of CGI's duties under this Statement of Work; or (ii) transfer, reassign or otherwise remove or redeploy any Key Personnel or the CGI Designated Representative from performance of CGI's duties under this Statement of Work, except in the case of a termination based on just cause, provided that consent shall not be unreasonably withheld where such transfer, reassignment, removal or redeployment is at the request of the Key Personnel or CGI Designated Representative. If any Key Personnel or the CGI Designated Representative becomes incapacitated, voluntarily terminates their employment with CGI (and/or any of CGI's Affiliates or Subcontractors), is terminated for just cause by CGI or is transferred with the consent of Client, CGI shall promptly replace such individual with another individual approved by Client. Client agrees that any consent required shall not be unduly delayed or unreasonably withheld.

### **5.3 Employee Succession**

CGI shall conduct the replacement procedures for Key Personnel in such a manner so as to support an orderly succession for any Key Personnel that are replaced. Upon request, CGI shall make such plans and procedures, and notice of each change to same, available to Client.

### **5.4 Supervision and Conduct of CGI Personnel**

CGI shall be responsible for the individuals assigned to provide Services under this Statement of Work, and, subject to this Section 5.4, CGI shall have the sole right to direct and control the management of such staff.

### **5.5 Use of Affiliates and Subcontractors**

- (a) CGI may perform the Services through its Affiliates but shall not perform any material aspect of the Services through the use of CGI-selected Subcontractors, including providers of hardware and software and services, without (i) the prior written consent of Client as to the selection of the Subcontractor, which shall not be unreasonably withheld, and (ii) the execution by such Subcontractor of a confidentiality agreement consistent in all material respects with the confidentiality obligations of CGI hereunder. CGI acknowledges and agrees that no part of the Services may be performed outside of the United States without the approval of Client.

- (b) Client hereby consents to any Subcontractors utilized by CGI as of the Effective Date, provided that same continue to be bound by a confidentiality agreement consistent in all material respects with the confidentiality obligations of CGI hereunder.

## **ARTICLE 6 PRICING, BILLING AND INVOICING**

### **6.1 Payments**

In consideration of CGI providing the Services, Client shall pay the fees set out in Schedule 3 (“Fees”). All amounts payable by Client hereunder shall be subject to receipt by Client of a reasonably detailed invoice (“Invoice”). Otherwise the payment terms of Section 3 of the Agreement shall apply to this Article 6.

### **6.2 Out-of-Pocket Expenses**

Except as otherwise agreed, CGI shall be responsible for the out-of-pocket expenses incurred by it in the ordinary course of performing the Services. Client shall pay or reimburse CGI for other reasonable out-of-pocket expenses incurred by CGI, at cost, at the request and with the prior written approval of Client in connection with the performance of this Statement of Work to the extent that such reasonable out-of-pocket expenses exceed the out-of-pocket expenses which CGI would otherwise have incurred in providing the Services as contemplated hereunder (“Expenses”).

## **ARTICLE 7 Regulator Due Diligence**

Every three years, the applicable executive of the Parties will meet to set an agenda on the exchange of due diligence information. The CGI executive will provide the due diligence information described in the agenda to Client within 30 days of such meeting, or as otherwise agreed to by the Parties, and, if requested by Client within 10 days of Client receipt of such due diligence information, the CGI executive will meet with the Client executive to discuss the due diligence information provided by CGI. If complying with Client's request under this Article 7 will require resources in addition to those used to provide the Services, CGI may submit a change control notice through the Change Control Process. For purposes of this Article 7, “due diligence information” means Information, to the extent related to the Services, on one or more of the following items;

- (a) CGI's internal controls, reporting and monitoring environment;
- (b) CGI's security controls and measures used to protect Client Data from unauthorized access or disclosure; and
- (c) in respect of Sites from which CGI delivers Services, a written certificate from the CGI Account Executive confirming that the processes contemplated in Section 4.5 exist for such Sites.

To the extent that any of the above-noted categories or issues have already been addressed for such year under this Statement of Work prior to the meeting, CGI may notify Client of where the applicable Information is contained or when the applicable Information was provided to Client.

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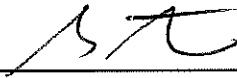
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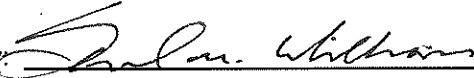
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This Statement of Work is entered into this 19th day of February, 2018 by and between the State of Kansas (State) and CGI Technologies and Solutions Inc. (Contractor).

CGI Technologies and Solutions Inc. (Contractor)

Kansas Department of Revenue (State)

By: 

By: 

Printed Name: George Schwartstruber

Printed Name: Samuel M. Williams

Title: Vice President Consulting Services

Title: Secretary of Revenue

**TECHNICAL SERVICES STATEMENT OF WORK No. 1**  
**Schedule 1 – Supplemental Technical Services Definitions**

Capitalized terms used in the Technical Services Statement of Work ("TS SOW") have the meanings ascribed to them in the Technical Services Agreement between the parties dated February 19, 2018, or this Schedule 1 of the TS SOW.

1. "Additional Services" has the meaning ascribed to it in Subsection 2.1(c) of the TS SOW.
2. "Agreement" means the Technical Services Agreement between the parties dated February 19, 2018.
3. "Annual Technology Plan" has the meaning ascribed to it in Section 3.8 of the TS SOW.
4. "Applicable Law" means legislation or regulations applicable to a Party's business operations.
5. "Contract Year" means each twelve (12) month period beginning on Effective Date and on each subsequent anniversary thereof during the term of the TS SOW.
6. "Expenses" has the meaning ascribed to it in Section 6.2 of the TS SOW.
7. "Fees" as the meaning ascribed to it in Section 6.1 of the TS SOW.
8. "Fiscal Year" is KDOR's fiscal year, which begins on July 1st of each calendar year and ends on June 30th of the following calendar year.
9. "Invoice" has the meaning ascribed to it in Section 6.1 of the TS SOW.
10. "KDOR Data" or "Client Data" means all data made available to CGI in connection with the TS SOW or the provision of the Services, including data relating to each KDOR citizen.
11. "KDOR Hosting Location" means any facility at which KDOR or any third party KDOR hosting contractor hosts the Managed Applications.
12. "KDOR Policies and Guidelines" or "Client Policies and Guidelines" has the meaning ascribed to it in Section 3.1 of the TS SOW.
13. "Key Personnel" means Personnel which the Parties establish as being key to the provision of Services in accordance with the TS SOW, as set out in Article 5 of the TS SOW.
14. "Party" refers to KDOR or Contractor, and "Parties" refers to both KDOR and Contractor.
15. "Personal Information" means information collected by CGI from or on behalf of KDOR about an identifiable individual.
16. "Personnel" means the officers, employees, agents and representatives of CGI and Subcontractors who contribute to the provision to KDOR of the Services.
17. "Premises" has the meaning ascribed thereto in Subsection 4.2(a) of the TS SOW.
18. "Regulators" has the meaning ascribed to it in Subsection 4.3(a) of the TS SOW.
19. "Security Requirements" has the meaning ascribed to it in Section 4.4 of the TS SOW.
20. "Services" has the meaning ascribed to it in Section 2.1 of the TS SOW.
21. "Service Locations" has the meaning ascribed to it in Schedule 2.1 of the TS SOW.

22. "Subcontractor" is any third-party engaged by Contractor to aid in performance of Contractor's obligations under the TS SOW on other than a shared services basis.
23. "Termination Transition" has the meaning ascribed to it in Subsection 3.9(a) of the TS SOW.
24. "Transition-Out Process" has the meaning ascribed to it in Section 3.9 of the TS SOW.
25. "Transition Period" means the period extending from the Effective Date for a period of for an agreed upon period as provided for in Schedule 2.3 of the TS SOW.
26. "TS SOW" means the Technical Services Statement of Work issued pursuant to the Agreement.

**TECHNICAL SERVICES STATEMENT OF WORK No. 1**  
**Schedule 2 – Detailed Application Services Description**

**1.0 Definitions**

The following defined terms will apply to this Detailed Application Services Description (Services Description). All Section references herein are to this Services Description, unless otherwise indicated. Any other capitalized terms used herein shall have the meaning ascribed to them where first defined herein or, as applicable, in the Agreement or Schedule 1 (Supplemental Technical Services Definitions).

**“Adaptive Maintenance”** means the enhancement of In-Scope Applications performed to keep the application usable in a changed or changing System Software and In-Scope Applications environment.

**“Application Change”** means any functional enhancements to current specifications or changes to underlying software, hardware.

**“Application Development Project”** means a project for which an Application Project Plan has been approved and agreed in writing by both parties.

**“Application Development Services”** has the meaning ascribed in Section 2.3.

**“Application Maintenance and Support Services”** has the meaning ascribed in Section 2.2.

**“Application Maintenance and Support Services Fee”** means the fee specified in Attachment 1 to Schedule 6.1 of Technical Statement of Work No. 1.

**“Application Monitoring”** has the meaning ascribed in Section 4.2.

**“Application Project Plan”** means a plan which details items such as the following: the scope and exclusions, objective, work product, milestones, dependencies and constraints; business case; acceptance criteria; parties’ obligations; deliverables and specifications; project environment; project organization; project management strategy and controls; communication strategy; quality management and any other details relevant to the proposed application development.

**“Application Services”** means, collectively, Application Development Services, Essential Services and Application Maintenance and Support Services to be delivered by CGI.

**“Application Support Hours”** means 6:30 AM to 5:00 PM Central Time, unless otherwise specified in Appendix 2.1. For certainty, Application Support Hours means the window during which the Application Services are to be delivered by CGI hereunder, even though the Application Support might be performed by CGI at those times or any other times.

**“Bank of Hours”** means a discounted 12-month block of hours that KDOR purchases, for each Contract Year and that KDOR may apply against any Application Development Services Charges, Common Services and Essential Service charges incurred during such Contract Year.

**“Base Application Services Fee”** has the meaning ascribed to in Section 8.2(A)(ii).

**“Common Services”** has the meaning ascribed in Section 7.0.

**“Contract Year”** means, for the purposes of this Services Description, each 12-month period following the Effective Date.

**“Corrective Maintenance”** means the reactive modification of In-Scope Applications performed after delivery to correct defects discovered from time to time.



“**Emergency Maintenance**” has the meaning ascribed in Section 4.3.

“**End-User Requests**” has the meaning ascribed in Section 6.2.

“**End-User Support Services**” has the meaning ascribed in Section 4.6.

“**Essential Services**” has the meaning ascribed in Section 2.4.

“**Minor Enhancement**” means any Adaptive or Perfective Maintenance requiring one hundred twenty (120) hours or less effort to complete.

“**Major Enhancement**” means any Adaptive or Perfective Maintenance requiring more than one hundred twenty (120) hours of effort to complete.

“**In Scope Applications**” means the application software listed in Appendix 2.1 as amended from time to time, together with any replacements thereof and/or additions thereto as per Change Control Process.

“**Optional Services**” means any maintenance and support services outside of the scope of Application Maintenance and Support Services.

“**Perfective Maintenance**” means the modification of In-Scope Applications performed after delivery to improve performance, functionality or maintainability.

“**Preventative Maintenance**” has the meaning ascribed in Section 4.5.

“**Problem**” means (a) any behavior of the In-Scope Applications that materially deviates from its documented functional or non-functional specifications; or (b) any unexpected change in behavior of the In-Scope Applications which negatively impacts the ability to use such software caused by a design, coding or configuration or similar defect.

“**Project**” means, with respect to an In-Scope Application, any Adaptive Maintenance or Perfective Maintenance, or legislative changes or transformational changes requiring greater than 120 hours effort to complete.

“**Service Management**” has the meaning ascribed in Section 3.2.

“**System Software**” means the programs used on computer or micro-processor based devices which are generally known as operating system Software, utilities, system Software, database management system Software and middleware and similar Software and any enhancements or replacements thereof.

“**Time and Material Basis**” means charges based upon hourly rates and expenses incurred.

In addition, the following legend will apply to all RACI matrices included in this Services Description:

<b>R</b>	=	<b>Responsible</b>	For the purposes of this Services Description, this means a party is responsible for the action or completion or implementation of the task.
<b>A</b>	=	<b>Approve</b>	For the purposes of this Services Description, this means a party’s approval (i.e. “go” or “no go”) regarding the implementation of the action or task in issues.
<b>C</b>	=	<b>Consulted</b>	For the purposes of this Services Description, this means consultation of a party prior to the approval of the other party.
<b>I</b>	=	<b>Informed</b>	For the purposes of this Services Description, this means informing the other party (in writing) after an action has been taken or the task has been implemented by a party.

## **2.0 Application Services – Overview**

Application Services consists of Service Management, Application Maintenance and Support Services, Essential Services and Application Development Services which are listed below:

### **2.1 Partnership Management Services** means the following:

- A. Service Management

### **2.2 Application Maintenance and Support Services** means the following:

- A. Application Monitoring
- B. Emergency Maintenance
- C. Corrective Maintenance
- D. Preventative Maintenance
- E. End-User Support Services

### **2.3 Application Development Services** means the following:

- A. Perfective Maintenance (Major Enhancements )
- B. Application Development Projects and Legislative Changes

### **2.4 Essential Services** means the following:

- A. End-User Requests
- B. Adaptive Maintenance and/or Perfective Maintenance (Minor Enhancements)
- C. Audit support
- D. Disaster Recovery (DR) support
- E. Integration of Third Party projects
- F. Support Fiscal notes process as per Kansas Statutes 75-3715a

### **2.5 In-Scope Applications**

Applications Services will only be performed on In-Scope Applications.

### **2.6 Optional Services**

Any Optional Services regarding Application Services agreed to by the Parties shall be documented through change control process.

## **3.0 Partnership Management Services**

### **3.1 Overview**

Partnership Management is aimed at managing the governance process, and providing delivery of the committed services for the In-Scope applications.

### **3.2 Service Management** means:

- A. Managing Application Services, excluding project management.
- B. Reporting on Application Services performance indicators.
- C. Billing for Application Services.

- D. Participating, as required, in governance committees and other management meetings.
- E. Prioritizing tasks.
- F. Coordinating resource allocation to deliver Application Services.
- G. Monitoring of Bank of Hours.

In Addition to Service Management, Appendix 2.2 (Table 1) sets forth the responsibilities of each Party related to Architecture and Planning.

#### **4.0 Application Maintenance and Support Services**

##### **4.1 Overview**

Application Maintenance and Support Services are aimed at maintaining the In-Scope Applications in good operating condition. In respect of general Application Maintenance and Support Services, the responsibilities of each Party are set forth in Appendix 2.2 (Table 2).

##### **4.2 Application Monitoring** means:

- A. Analyzing In-Scope Application logs and batch processing logs with the objective to detect faults, Problems or defects.
- B. Performing routine administration tasks on In-Scope Applications.
- C. Opening Incident reports when faults or defects are detected.
- D. Submitting manual batch processes for execution.
- E. Identifying ways to reduce reliance on manual intervention to keep In-Scope Applications working as specified.

##### **4.3 Emergency Maintenance** means, following an In-Scope Application outage or fault or Problem preventing continued normal operation:

- A. Opening an Incident report to record outage.
- B. Implementing temporary fixes or workarounds with the objective to restore application functionality as soon as possible following an outage or a Problem.

In respect of Emergency Maintenance, the additional responsibilities of each Party are set forth in Appendix 2.2 (Table 4).

##### **4.4 Corrective Maintenance** means:

In response to an In-Scope Application incident resulting from a Problem, CGI will perform the following Corrective Maintenance:

- A. Identifying underlying Problem.
- B. Performing root cause analysis for Severity 1 Incidents caused by application Problems.
- C. Implementing corrective actions to In-Scope Application design, code, configuration or software environment in order to resolve Problem.
- D. Testing the corrections to determine if they resolve the Problem.

- E. Scheduling the corrections for deployment into production.
- F. Updating the documentation to reflect the corrections implemented.

In respect of Corrective Maintenance, the additional responsibilities of each Party are set forth in Appendix 2.2 (Table 5).

**4.5 Preventative Maintenance** means:

- A. Actively searching for opportunities to improve application maintainability, reliability, and supportability through preventative measures, i.e. modifications to application code, configuration, and tuning parameters.
- B. Assessing the impact of the potential preventative changes on application stability, reliability and maintainability.
- C. Coordinating and prioritizing the findings with KDOR for all Preventative Maintenance opportunities.
- D. Seeking approval for those opportunities recommended by CGI.
- E. Implementing approved preventative changes.

For Preventative Maintenance that CGI recommends and KDOR chooses not to approve, CGI shall be relieved of its responsibilities for all resulting Problems that would have been prevented if the proposed Preventative Maintenance had been implemented. For Preventative Maintenance that KDOR approves, but CGI declines or fails to implement, CGI will be responsible for resulting Problems that would have been prevented had the preventive maintenance been implemented.

In respect of Preventative Maintenance, the additional responsibilities of each Party are set forth in Appendix 2.2 (Table 6).

**4.6 End-User Support Services** means:

- A. Responding to end user requests for assistance on how to use the applications.
- B. Answer end user requests for clarifications about the business rules implemented in the applications.
- C. Explain to end users the features implemented in the applications.
- D. Work with end-users to diagnose potential problems with applications.
- E. Open incidents whenever a problem is identified.
- F. Record and document interactions with end users.

In respect of End-User Support, the additional responsibilities of each Party are set forth in Appendix 2.2 (Table 3):

**4.7 Exclusions**

The resolution of a Problem not caused by CGI falling into one of the categories below is considered to be an Application Change to an In-Scope Application and will be provided as part of the Application Development Services:

- A. Any problem that was known and documented in KDOR tracking systems by KDOR prior to such new application's transition into maintenance, unless otherwise agreed to by the parties.
- B. Any problem for which the resolution would require an upgrade or the replacement of the In-Scope Applications.
- C. Any problem for which the resolution would require changes to the operating environment (hardware, operating systems, database engine, etc.).
- D. Any problem for which the resolution requires support services from an application software vendor/licensor which have been discontinued or for which KDOR does not hold a current maintenance or support agreement.
- E. Any problem with the stability of an In-Scope Application regarding which CGI has expended a material effort to resolve such problem, has notified KDOR in writing of such efforts, and for which the applicable Application vendor has acknowledged responsibility.

#### **4.8 Pre-existing Problems**

Problems known to KDOR and opened less than 24 months prior to the Effective Date are included within Application Maintenance and Support Services but, will be addressed on a commercially reasonable effort basis during the Term. Any problems older than 24 months will be archived, unless specifically excluded from the archive by the Executive Steering Committee as defined in schedule 4.2 – Governance.

### **5.0 Application Development Services**

#### **5.1 Scope of Services – Overview**

Application Development Services provide the human resources required to deliver Major Enhancements to In-Scope Applications, and Application Development Projects.

Application Development Services can be required for various reasons, including:

- A. A request from KDOR business users for new subsystem, application or initiative.
- B. A regulatory/legislative change impacting the applications.

#### **5.2 Application Development Projects, or Perfective Maintenance (Major Enhancements)**

CGI will deliver the following to implement new Applications or make Major Enhancements to existing In-Scope Applications:

- A. Planning and project management
- B. Working with users to define business requirements
- C. Developing functional specifications
- D. Architecture and design of the solution
- E. Assessing Third Party solutions for delivering functionality
- F. Coordinating work from third parties

- G. Coding
- H. Quality assurance and testing
- I. Implementation
- J. Train the trainers on the new system
- K. Post-implementation support
- L. Knowledge transition to Application and Maintenance Support team

In respect of Application Development Projects and Major Enhancements, the additional responsibilities of each Party are set forth in Appendix 2.2 (Table 10):

## **6.0 Essential Services**

### **6.1 Scope of Services – Overview**

Essential Services provide the human resources required to deliver Minor Enhancements to In-Scope Applications, Adaptive Maintenance, Audit support, Disaster Recovery support and responses to End-User Requests.

**6.2 End-User Requests** means those requests from KDOR which are not within the scope of the End-User Support Services.

In respect of End-User Requests, CGI will provide the following:

- A. Producing special reports or other form of data analysis that an application cannot generate automatically.
- B. Perform security administration such as account creation and deletion, password resets that cannot be handled by the service desk, and rights management.
- C. Analyzing application usage patterns and volume information.
- D. Creating complete or partial copies of a production database for analysis purposes
- E. Assisting end users performing those services themselves (e.g., if an SQL client is given to an end user to let them generate their own custom reports)

### **6.3 Adaptive Maintenance and/or Perfective Maintenance (Minor Enhancements) to In-Scope Applications**

CGI will carry out the following tasks to implement Application Changes:

- A. Working with KDOR to define the required change.
- B. Developing functional and/or technical specifications for the proposed change (as required)
- C. Designing a solution to implement the change.
- D. Assessing the architectural compliance and impacts of the change.
- E. Estimating the effort required to implement the change.
- F. Submitting the change to client for approval and prioritization.
- G. Making and testing the change.

H. Scheduling the change for deployment into production.

In respect of Adaptive Maintenance and/or Perfective Maintenance, the additional responsibilities of each Party are set forth in Appendix 2.2 (Table 7):

**6.4 Audit services means**

A. The activities ascribed in Section 3.6 (a) in the Technical Services Statement of Work No. 1

**6.5 Disaster Recovery (DR) support means**

A. Supporting KDOR yearly DR drill planning activities

B. Supporting KDOR yearly DR drill execution activities, such as restoring applications, database in the DR environment and execution of regression test cases

**6.6 Integration of Third Party Projects**

In respect of Integration of Third Party Projects, the responsibilities of each Party are set forth in Appendix 2.2 (Table 9).

**6.7 Support Fiscal Notes Process means**

A. Supporting KDOR Fiscal Notes requests by providing the budgetary IT effort estimate and any associated End-User Requests as per section 6.2 above

B. Completing the estimates for Fiscal requests within forty eight (48) hours.

C. If no dollar estimate is possible, providing explanation that can be utilized by KDOR to respond to the budget office request.

**7.0 Common Services**

**7.1 Scope of Services – Overview**

Common Services consists of Build & Deploy Services, Application Logical Database Administration, and Middleware administration of in-scope applications:

**7.2 Build and Deploy Services means:**

A. Maintain existing build and deploy scripts for the In-Scope Applications.

B. Develop new scripts as needed based on enhancements to the In-Scope Applications.

C. Promote and deploy the application changes to test and production environments.

In respect of Build & Deploy Services, the additional responsibilities of each Party are set forth in Appendix 2.2 (Table 11).

**7.3 Application Logical Database Administration means:**

A. Provide logical database support as needed for the In-Scope Applications to provide the Application services.

B. Document the changes to databases.

- C. Maintain user access to Application data.
- D. Monitor and report on database activity.
- E. Develop and support scripts, stored procedures and triggers.
- F. Create copies of databases to support development, test, production and other environments as necessary to meet the needs of IT Applications and Projects.
- G. Run scripts to support data fixes as necessary.

In respect of Application Logical Database Administration, the additional responsibilities of each Party are set forth in Appendix 2.2 (Table 12).

#### **7.4 Middleware Administration means:**

- A. Provide administration support for FileNet, Windows web server for the In-Scope Applications.
- B. Document the changes to server configuration.
- C. Monitor and report Middleware server activity.
- D. Develop and support automated scripts for configuration.

In respect of Middleware Administration, the additional responsibilities of each Party are set forth in Appendix 2.2 (Table 13).

## **8.0 Pricing**

### **8.1 Overview**

The pricing structure for Application Services covers the services related to the management and execution of the activities related to the In-Scope Application life cycle. The pricing structure is comprised of:

- A. Fixed service fees for the Partnership Management and Application Maintenance and Support Services.
- B. Bank of Hours for Essential Services, Common Services and Application Development Services; and
- C. Time and materials charges or project fixed price charges for Optional Services.

### **8.2 Application Maintenance and Support Services**

A. **Pricing Structure:** The Application Maintenance and Support Services Fee is an annual charge payable monthly in twelve equal payments, and comprises:

#### **i. Management Fee**

The management fee is a fixed charge covering Partnership Management for all In-Scope Applications.

#### **ii. Base Application Services Fee**

The Application Service Fee includes a charge for Application Monitoring, Emergency Maintenance, Corrective Maintenance, Preventative Maintenance, and End-User Support Services.



**B. Price Adjustment Mechanisms**

The charges for Application Maintenance and Support Services evolve as In-Scope Applications portfolio changes or as Optional Services are added or removed.

Any adjustment to the annual charge in a given month will be reflected starting on the next monthly invoice.

**i. Addition of New Functionality into Application Portfolio**

In the event a new application software replaces existing In-Scope Applications while providing similar functionality (an “Application Modernization”) the effect on pricing will be the sum of the impact of the removal of the functionality associated with the old application, and the impact of the addition of the functionality delivered by the new application as set out in a Change Control Note (CCN).

Revised support fee is calculated that is mutually agreed by both parties when New Functionality to existing In-Scope Applications or new Applications are added to the In-Scope Applications.

**i. Removal of Functionality from Application Portfolio**

Functionality can be removed from the application portfolio by decommissioning an existing application or by removing a significant amount of functionality and unless otherwise agreed, its supporting technical implementation (e.g. code, packages, modules, transactions, databases).

Both parties will discuss and negotiate the adjustment in support fee based on the metrics that are collected such as size of the app, level of effort spent last 12 months etc.

**ii. Changes to Application Maintenance and Support Services Fee**

A baseline for the total application maintenance and support fees will be established at the contract Effective Date. In the event that the total Application Maintenance and Support Fees should vary after 12 months, then the following adjustments will be made one time to Application Maintenance and Support services fee.

- a. If actual effort tracked during first 12 months is less than initially planned then shift the excess hours to the Application Development Bank of Hours. Revised Application Maintenance effort drives the adjusted fixed price for the remaining period of the contract.
- b. If actual effort tracked during first 12 months is more than initially planned, then shift the additional hours from Application Development Bank of Hours to Application Maintenance. Revised effort drives fixed price for Application Maintenance and Support fee for the remaining term of Technical Services Statement of Work No. 1.

**8.3 Application Development Services, Essential Services, and Common Services**

Application Development Services, Essential Services, and Common Services are provided as a blended rate through a Bank of Hours.

**A. Pricing Structure**

**i. Bank of Hours**

The Bank of Hours can be used (as directed in writing by KDOR) towards Application Development Services, Common Services and Essential Services. Application Development Services, Common Services and Essential Services have their respective Bank of Hours. Through the governance process, with Executive Steering Committee approval, specific Bank of Hours allocated for Essential Services may be utilized for Application Development Services, and specific Bank of Hours allocated for Application Development Services may be utilized for Essential Services.

The Bank of Hours is divided in twelve equal numbers of hours adjusted according to the number of working days in each month of the Contract Year. The size of the Bank of Hours must always add up to a whole number of fully-utilized resources.

KDOR may, with three (3) months' notice, increase the size of the Bank of Hours for the remainder of the Contract Year. For the period starting from the effective date of the adjustment and until the end of the Contract Year, the Bank of Hours is divided in equal numbers of hours adjusted according to the number of working days in each month of the Contract Year. Resources added this way must remain assigned for a minimum period of six (6) months.

KDOR may, through quarterly planning process, decrease the size of the Bank of Hours, excluding the hours allocated to Common Services, as described in this paragraph. When KDOR makes a decision during quarterly planning to decrease the Bank of Hours, the implementation of that decision will be delayed for one quarter and will take effect instead on the first day of the following quarter. (For example, the quarterly planning for the April-June quarter occurs in March of that Contract Year, and any decision made during quarterly planning for the April-June quarter to decrease the Bank of Hours will take effect on July 1 of that Contract Year). In the event of such a decrease in the Bank of Hours, the monthly payment will be adjusted accordingly by (i) decreasing the monthly Bank of Hours by the specified reduction and (ii) multiplying the resulting decreased monthly Bank of Hours amount by the Contract Year Blended Rate defined in Schedule 3.1

The initial size of the Bank of Hours is included in Schedule 3.1 of Technical Services Statement of Work No. 1. The Resource Profile in the Bank of Hours tab in Schedule 3.1 is based on the activities that need to be accomplished for Essential Services Common Services and Application Development Services. If this Resource Profile mix changes, the Blended Rate indicated in Contract Year Blended Rate Table in

Schedule 3.1 will be adjusted. Resource Profile mix changes will be mutually agreed to by the Parties in writing.

The price and commitment for a Bank of Hours for a Contract Year is based on the Bank of Hours Rate Card included in Schedule 3.1.

Through quarterly and annual planning KDOR may carry forward hours from the Bank of Hours from one Contract Year to the next as specified in this paragraph. KDOR's right to carry forward unused hours from the Bank of Hours is limited to 20% of the Bank of Hours and excludes hours allocated for Common Services. Unused hours carried forward shall be added to the Annual Bank of Hours allocation for the next Contract Year but shall not be included in any calculation of Blended Rates or Services Fees. KDOR will continue to pay for the carried-over unused hours in the current Contract Year, and the carried-over unused hours must be utilized during the first six months the next Contract Year. When measuring used hours, carried forward hours will be utilized first. For further clarity, any unused hours in excess of 20% shall be considered forfeited.

**ii. Rate Card**

The rates applicable for any Optional Services or beyond committed Bank of Hours are included in Schedule 3.2 of Technical Services Statement of Work No. 1.

**8.4 Appendix 2.1**

**List of In-Scope Applications**

See 'KDOR TS SOW - Schedule 2 - Appendix 2.1 - Application Inventory - Legal Review.xlsx'

**Appendix 2.2**

**RACI Matrices**

This Appendix 2.2 outlines CGI's and KDOR's respective roles and responsibilities under this Schedule 2 – Detailed Applications Services Description.

1. Architecture and Planning

<b>Description</b>	<b>CGI</b>	<b>KDOR</b>
Define, maintain and communicate the current enterprise architecture, the target enterprise architecture, and the long term plan to achieve the target architecture	C	R
Define an Annual IT Plan containing a prioritized list of IT initiatives to be carried out during the upcoming year	C	R
Recommend changes to architecture, applications, hardware or projects in which an opportunity to improve client's business efficiency through IT initiatives is recognized	R	R
Provide high level impact assessment of proposed initiatives	R	C
Based on the KDOR Annual IT Plan, produce the Annual Work Program including a prioritized list of IT initiatives to be carried out by CGI for the upcoming year including resource allocation, budgets and calendars	R	A,C
Monitor the evolution of IT technologies and practices and identify opportunities to improve Client's business and IT efficiency	R	R

2. Application Maintenance and Support

<b>Description</b>	<b>CGI</b>	<b>KDOR</b>
Develop standards and procedures for Application support activities	R	I
Monitor the end-of-life calendars for Software used in IT environment and recommend modernization when products become obsolete	R	A
Monitor the operation of the Applications with the objective to identify abnormal behavior	R	I
Diagnose abnormal behavior and open Ticket if a problem is detected	R	C
Update available documentation whenever a change is made to an Application or its operating environment. If no documentation exists to capture the change, create a change log document for the Application	R	I
Collaborate with Infrastructure management teams to diagnose problems	R	C
Perform routine maintenance of client Applications and Software	R	I

Perform manual operations specified in the operating procedures of the Applications (e.g. submit non-automated batch processes for execution)	R	I
Notify CGI in advance of any anticipated exceptional processing requirement	I	R
Identify applicable vulnerabilities and virus threats and recommend appropriate safeguards related to application.	C	R

3. End-user support

Description	CGI	KDOR
Contact the Service Desk for any Application-related question, issue, or request	C	R
Contact the KDOR User to understand the question, issue, or request	R	I
Diagnose KDOR User-reported issues and submit problems for resolution	R	C
Answer “how-to” questions from KDOR Users related to In-Scope Applications (Note: This is not intended to replace “training” of KDOR-Users.)	R	C

4. Emergency Maintenance

Description	CGI	KDOR
Notify Service Desk of Application outages	R	R
Implement temporary business workaround, if possible	C	R
Diagnose problem	R	C
Develop and test a fix for the outage	R	A
Perform unit, integrated, regression, functional, and non-functional tests (as required)	R	I
Perform End User acceptance testing of fix (as required)	C	R
Implement fix into production environment	R	A
Coordinate problem resolution with 3 <sup>rd</sup> parties, where applicable	R	I
If the fix is temporary, create Ticket for subsequent Corrective Maintenance	R	I

5. Corrective Maintenance

Description	CGI	KDOR
Submit problems or issues with applications to the Service Desk	R	R
Identify root cause of the problem	R	I
Devise resolution to problem	R	A
Implement resolution to problem	R	I

Perform unit, integrated, functional, and non-functional tests (as required)	R	I
Perform End User acceptance testing of resolution (as required)	C	R
Schedule fix for deployment into production	R	A

6. Preventative Maintenance

Description	CGI	KDOR
Investigate Incident trends and latent defects	R	I
Identify, if possible, Preventative maintenance activities to counter trends or prevent latent defects from generating problems	R	I
Assess costs and benefits of preventative maintenance initiatives	R	I
Request authorization to proceed with preventative maintenance that CGI believes are beneficial to KDOR and CGI	R	A
Schedule preventative maintenance initiatives requested by CGI for inclusion in a future Application release	R	A
Implement and test preventative maintenance initiatives requested by CGI and approved by KDOR	R	A
Schedule release for deployment into production	R	A

7. Adaptive and Perfective Maintenance

Description	CGI	KDOR
Identify and document preliminary requirements for Perfective Maintenance to Applications	I	R
Develop requirements sufficient for estimation purposes	R	C, A
Identify and document technical requirements for Adaptive Maintenance to Applications	R	A
Provide estimate for analysis and estimation for Adaptive Maintenance or Perfective Maintenance	R	C, A
Develop specifications, impact analysis, and effort estimates for implementation of Adaptive Maintenance or Perfective Maintenance	R	C, A
Prioritize and package changes structured into releases	R	C
Implement and test releases	R	A
Perform user acceptance testing of release	C	R, A
Schedule release for deployment into production	R	A

8. Standards, Tools, Environments

Description	CGI	KDOR
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Use a formal application development methodology	R	A
Leverage application development and testing tools required to support application development initiatives (Cost of tools is responsibility of KDOR)	R	A

9. Third Party Projects

Description	CGI	KDOR
Develop acceptance criteria for integration of 3 <sup>rd</sup> party software into IT environment and transition to maintenance	R	A
Communicate solution architecture, infrastructure and environment requirements, functional specifications, development plans, test plans and implementation plans to CGI	I	R
Assess impact of 3 <sup>rd</sup> party project on IT environment	R	A
Validate that acceptance criteria defined above is met prior to deploying solution into production	R	A
Define budget for application support and maintenance requirements	R	A
Deploy 3 <sup>rd</sup> party solution to production	R	A
Perform knowledge transfer from 3 <sup>rd</sup> party for the purposes of supporting and maintaining the solution	R	C

10. Application Development Project Management

Description	CGI	KDOR
Prepare Service Request	I	R
Prepare preliminary business case (requirements) at sufficient level to allow estimating of project.	C, R	A,R
Plan a review of requirements to provide sufficient detail to start the estimating process	R	C
Identify at a high level the complexity of the project/enhancement and select the appropriate Software Development Lifecycle (SDLC) methodology	R	CA
Identify KDOR activities, tasks and deliverables for the project (e.g., business change management activities, KDOR acceptance testing, etc.);	R	CA
Identify CGI activities, tasks and deliverables for the project (e.g., business change management activities, communication plan, etc.);	R	I
Identify KDOR and CGI project resource requirements	R	C, A
Produce Project Plan and Financial Plan.	R	C, I



Description	CGI	KDOR
Review and gain approval for the Project Plan and Financial Plan. (Prepare minutes of the meeting.)	R	A
Update Business Case with new costs, time, and resource estimates as the new baseline.	C	R
Confirm and assign CGI resources on project	R	I
Confirm and assign KDOR resources to project	I	R
Prepare and maintain risk assessment and risk management plan	R	C, A
Prepare and maintain project communications plan and project stakeholders list	R	A, C
Produce the Project Work Plan & detailed Work Breakdown Structure (WBS)	R	I
Execute, coordinate and monitor the delivery of the project against the Project Plan and the Project WBS	R	I
Prepare project plan compliance check list using the deliverable compliance check list and the minutes of the Project Plan review meeting.	R	C
Manage preparation and review of Detailed Business Requirements and Recommended Solution & obtain sign-off	R	A, C
Manage preparation and review of Detailed Design Document and obtain sign-off	R	A, C
Obtain signoff of Client Acceptance Testing	C	A, R
Manage execution of third party assigned deliverables, if required	R	I
Prepare project status reports, risk management status	R	I
Plan, hold and minute project status meetings as appropriate for project complexity	R	C
Manage project change control process including change request documents, approvals, integration of work into project plan	R	A
Manage and review project issues and escalate as per the Project Plan proposed action plan and monitor resolution	R	C
Coordinate internal quality reviews and manage the approval process with respect to the agreed Project Plan and Deliverable compliance checklist	R	C
Coordinate and manage Releases and the associated Project Implementation Plan(s)	R	C, A
Develop material in preparation for quality Gates	R,	I

Description	CGI	KDOR
Manage and report on project financials (Bank of Hours)	R	I
Execute project closure tasks	R	I

11. Build and Deploy Services

Description	CGI	KDOR
Identify and maintain (create/manage/document/label) Configuration Items (code repository/Software library, build and deploy logs, baseline and build scripts), for all environments.	R	I,C
Generate configuration management release builds, as requested by the development team	R	I
Serve as the primary point of engagement for a new Applications requiring Software Configuration Management (SCM) Services	R	I
Generate deliverables required for SDLC process.	R	I
Manage end user access to the SCM tools.	R	C,A
Develop migration strategies and plans.	R	I,C
Develop a contingency plan for each implementation that will include, where appropriate, back-out procedures, notification and escalation lists, work-around plans, affected resources, and risk assessments in accordance with the Procedures Manual.	R	I
Review and approve migration and deployment plan.	C, I	R
Generate environment-independent build objects. If currently the build scripts don't exist or in-complete, build/enhance them overtime.	R	I
Provide approval for deployment to target environment	I	R
Deploy release builds to target environment upon appropriate approval.	R	I
Produce artifacts resulting from build process	R	I
Test the application for post deployment shakeout by KDOR users	C	R
Update the build request in the ticketing system after successful deployment and shakeout testing	R	I

12. Application Logical Database Administration Services

Description	CGI	KDOR
Define and execute the Data Definition Language (DDL) and Data Manipulation Language (DML) scripts and functions needed for the database management system(s).	R	I
Define and execute database tuning and reorganization scripts and functions as required to maintain database and application	R	I

performance and integrity requirements.		
Notify KDOR if database and system maintenance, tuning and reorganization activities may impact KDOR's business operations.	R	I
Work with KDOR to schedule and implement database and system maintenance, tuning and reorganization activities to avoid or minimize impacts to critical operations, user performance and business functions.	R	C
Evaluate and recommend logical database design changes associated with Applications changes.	R	I
Maintain and continually improve database monitoring processes and/or tools.	R	
Plan for changes in the size of databases due to business volume changes and Project implementations based on information provided by KDOR and CGI's projections of annual growth in database utilization.	R	C
Create, maintain and support the conceptual, logical and physical database models and structures.	R	I
Provide day-to-day operational support for the database management system(s) and database environments, including Application DBA support to KDOR.	R	I
Define, implement and maintain a cloning process to refresh database/system environments on demand and periodic basis as defined in the Procedures Manual.	R	I
Define, document and maintain the database standards, procedures, policies, and best practices as defined in the Procedures Manual.	R	I
Administer data security and user privileges/roles per KDOR requirements.	R	C
Install, create, configure, upgrade, maintain and support the Application system(s) changes	R	C
Create, configure, upgrade, maintain and support the database objects (tables, indices, views, database links) for the SDLC environments (i.e., development, test, Q/A, and production).	R	I
Implement, schedule and monitor the Application and database backups per KDOR requirements.	R	C
Refresh data in non-production environments that are being used for SDLC in a manner to allow for effective testing and based on a schedule mutually developed with KDOR.	R	C
Define database audit reporting requirements (including content and frequency) for monitoring user activity across KDOR database properties.	C	A
Implement database audit reporting in accordance with KDOR requirements.	R	C

13. Middleware Administration Services

Description	CGI	KDOR
Define authorization requirements for users, roles, objects, etc. and approve change requests.	I	R
Execute authorization change requests.	R	I
Define Middleware creation, upgrade and refresh requirements.	R	A
Create, upgrade and refresh Middleware instances.	R	I
Execute Middleware system level changes (initialization parameters).	R	I
Maintain documentation for all Middleware instance configuration (parameters and system settings).	R	I
Define and execute Middleware performance tuning and keep Middleware running at optimal performance for KDOR workload.	R	I
Administer Middleware management console for Middleware production instances.	R	I
Monitor Middleware systems and services.	R	I
Monitor application services components and business process based on problem tracking.	R	I
Open, track, and manage to resolution all Middleware problems with the appropriate Middleware OEM support organization.	R	I
Patch Middleware software as appropriate.	R	I
Define Middleware backup schedules, retention periods, and levels (i.e. full, incremental, or differential).	R	A
Execute KDOR Middleware backup and recovery policies.	C	R (Other Service Provider)
Define Middleware policy, standards, and procedures.	I	R
Configure Middleware system to conform to security policy, standards and procedures.	R	C
Maintain and administer appropriate Middleware security tools, such as logging, across defined production Middleware instances. Audit logs must be available for reporting for a minimum duration as defined in Schedule 4.3.	R	I
Review and sign off security reports.	I	R
Manage and cleanup of audit trails and logs.	R	I

KDOR Tax Application Portfolio

Application Group	Application Short Name	Application ID #	Application Function Description	Business Criticality (1-5)	Disruption may impact client services with potential financial impact	Hours of Operation (EST)	Scheduled Maintenance Window (EST)	Recovery Info from RDRs
ATP	applsvr	APP -001	Manages ATP 3Tier application	4. Highly Critical - Disruption may impact client services with potential financial impact	4. Highly Critical - Disruption may impact client services with potential financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays; and Saturday 6:00 a.m. to 5:00 p.m.	8:00 p.m. to 6:00 am Monday thru Fridays; and Saturday 5:00 p.m. to Monday 6:00 a.m.	
ATP	cnlsrv	APP -002	Manages ATP CNL - correspondence, notes, and letters.	4. Highly Critical - Disruption may impact client services with potential financial impact	4. Highly Critical - Disruption may impact client services with potential financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays; and Saturday 6:00 a.m. to 5:00 p.m.	8:00 p.m. to 6:00 am Monday thru Fridays; and Saturday 5:00 p.m. to Monday 6:00 a.m.	
ATP	online	APP -003	Manages ATP Online application (registrations, address normalization, header, financial processing such as: Returns processing for returns, payments, Streamline Sales registrations & financial processing; adjustments, penalty, interest, workflow, history, notes, correspondence, distribution, segmentation, bankruptcy, Kansas customer service center registrations and maintenance, responsible party, fraud, w2 / 1099 links to Evolver system, filenet links for document retrieval, integrated customer and financial data)	4. Highly Critical - Disruption may impact client services with potential financial impact	4. Highly Critical - Disruption may impact client services with potential financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays; and Saturday 6:00 a.m. to 5:00 p.m.	8:00 p.m. to 6:00 am Monday thru Fridays; and Saturday 5:00 p.m. to Monday 6:00 a.m.	
ATP	appZiter	APP -004	Manages ATP Online application (registrations, address normalization, header, financial processing such as: Returns processing for returns, payments, Streamline Sales registrations & financial processing; adjustments, penalty, interest, workflow, history, notes, correspondence, distribution, segmentation, bankruptcy, Kansas customer service center registrations and maintenance, responsible party, fraud, w2 / 1099 links to Evolver system, filenet links, and more)	4. Highly Critical - Disruption may impact client services with potential financial impact	4. Highly Critical - Disruption may impact client services with potential financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays; and Saturday 6:00 a.m. to 5:00 p.m.	8:00 p.m. to 6:00 am Monday thru Fridays; and Saturday 5:00 p.m. to Monday 6:00 a.m.	
ATP	onbatch	APP -005	Manages ATP Correspondence, Notes and Letters application	4. Highly Critical - Disruption may impact client services with potential financial impact	4. Highly Critical - Disruption may impact client services with potential financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays; and Saturday 6:00 a.m. to 5:00 p.m.	8:00 p.m. to 6:00 am Monday thru Fridays; and Saturday 5:00 p.m. to Monday 6:00 a.m.	
ATP	monitor	APP -006	Manages online and correspondence for 3Tier services	4. Highly Critical - Disruption may impact client services with potential financial impact	4. Highly Critical - Disruption may impact client services with potential financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays; and Saturday 6:00 a.m. to 5:00 p.m.	8:00 p.m. to 6:00 am Monday thru Fridays; and Saturday 5:00 p.m. to Monday 6:00 a.m.	
ATP	Agent	APP -007	Manages 3Tier services for running online	4. Highly Critical - Disruption may impact client services with potential financial impact	4. Highly Critical - Disruption may impact client services with potential financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays; and Saturday 6:00 a.m. to 5:00 p.m.	8:00 p.m. to 6:00 am Monday thru Fridays; and Saturday 5:00 p.m. to Monday 6:00 a.m.	
ATP	monitor	APP -008	duplicate of lines#4	4. Highly Critical - Disruption may impact client services with potential financial impact	4. Highly Critical - Disruption may impact client services with potential financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays; and Saturday 6:00 a.m. to 5:00 p.m.	8:00 p.m. to 6:00 am Monday thru Fridays; and Saturday 5:00 p.m. to Monday 6:00 a.m.	
ATP	batchappl	APP -009	Manages ATP batch applications coded in Powerbuilder, Microfocus Cobol, Solaris Unix, and Microsoft Visual Studio 2015 .NET	4. Highly Critical - Disruption may impact client services with potential financial impact	4. Highly Critical - Disruption may impact client services with potential financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays; and Saturday 6:00 a.m. to 5:00 p.m.	8:00 p.m. to 6:00 am Monday thru Fridays; and Saturday 5:00 p.m. to Monday 6:00 a.m.	
ATP	fly merge	APP -010	Manages ATP application reference data for online and batch applications releases	4. Highly Critical - Disruption may impact client services with potential financial impact	4. Highly Critical - Disruption may impact client services with potential financial impact	12 a.m. - 12 a.m. Monday thru Saturday	8:00 p.m. to 6:00 am Monday thru Fridays; and Saturday 5:00 p.m. to Monday 6:00 a.m.	
ATP	exe build	APP -011	Manages ATP application executable builds	4. Highly Critical - Disruption may impact client services with potential financial impact	4. Highly Critical - Disruption may impact client services with potential financial impact	Bi-weekly (Monday and Thursday) and on demand per effective date.	Tuesday, Wednesday, Friday - Sunday (All Day)	
ATP	Mainframe	APP -012	Manages ATP application reference data for mainframe	3. Critical - Disruption may impact client services with no significant financial impact	3. Critical - Disruption may impact client services with no significant financial impact	Friday 8:00 p.m. thru Monday 6:00 a.m.	Friday 8:00 p.m. thru Monday 6:00 a.m.	
ATP	refappl	APP -013	Manages ATP reference data	2. Low criticality - Disruption may have internal operational impact	2. Low criticality - Disruption may have internal operational impact	Not Applicable	8:00 p.m. to 6:00 am Monday thru Fridays; and Saturday 5:00 p.m. to Monday 6:00 a.m.	This doesn't reflect a ATP application.
ATP	docmu	APP -014	Manages ATP correspondence / letter templates	2. Low criticality - Disruption may have internal operational impact	2. Low criticality - Disruption may have internal operational impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays; and Saturday 6:00 a.m. to 5:00 p.m.	8:00 p.m. to 6:00 am Monday thru Fridays; and Saturday 5:00 p.m. to Monday 6:00 a.m.	
ATP	RP utility	APP -015	Manages returns processing reference data rules	2. Low criticality - Disruption may have internal operational impact	2. Low criticality - Disruption may have internal operational impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. to 6:00 am Monday thru Fridays; and Saturday 5:00 p.m. to Monday 6:00 a.m.	
ATP	RP offsets	APP -016	Manages returns processing offsets for form changes and additions	2. Low criticality - Disruption may have internal operational impact	2. Low criticality - Disruption may have internal operational impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. to 6:00 am Monday thru Fridays; and Saturday 5:00 p.m. to Monday 6:00 a.m.	
ATP	PowerGen	APP -017	Manages ATP EXECUTABLE Generations	2. Low criticality - Disruption may have internal operational impact	2. Low criticality - Disruption may have internal operational impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. to 6:00 am Monday thru Fridays; and Saturday 5:00 p.m. to Monday 6:00 a.m.	
ATP	Wise	APP -018	Manages ATP application executable builds for WISE deployments	2. Low criticality - Disruption may have internal operational impact	2. Low criticality - Disruption may have internal operational impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. to 6:00 am Monday thru Fridays; and Saturday 5:00 p.m. to Monday 6:00 a.m.	

KDOR Tax Application Portfolio

Application Group	Application Short Name	Application ID#	Application Function/Description	Business Criticality (1-5)	Hours of Operation (EST)	Scheduled Maintenance Window (EST)	Recovery Info from KBOR
Channel	Batcher	APP - 019	Batches data extracted from paper and electronic sources for transfer to ATP (Batcher, Batch Extract combined into one application)	4. Highly Critical - Disruption may impact client services with potential financial impact	Monday thru Friday 6:00 a.m. to 12:00 a.m. Season (Feb - May) 3:00 p.m. to 6:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	CH_Transfer	APP - 020	Transfers data to ATP at regularly scheduled times. Also used to control production work volume and type.	4. Highly Critical - Disruption may impact client services with potential financial impact	Monday thru Friday 6:00 a.m. to 12:00 a.m. Season (Feb - May) 3:00 p.m. to 6:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	FairFax Q Modules	APP - 021	Used to extract data from check and cash receipts. Make electronic deposit to bank.	4. Highly Critical - Disruption may impact client services with potential financial impact	Monday thru Friday 6:00 a.m. to 12:00 a.m. Season (Feb - May) 3:00 p.m. to 6:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	RA Admin	APP - 022	Replaced the mainframe deposit process used by Revenue Accounting. This is a database driven system that uses a .Net windows application (RA_Leaser) and a web application (RA_Admin) to reconcile payments from all sources and send data to SMART for budget purpose.	4. Highly Critical - Disruption may impact client services with potential financial impact	Monday thru Friday 6:00 a.m. to 12:00 a.m. Season (Feb - May) 3:00 p.m. to 6:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	RA Loader	APP - 023	Replaced the mainframe deposit process used by Revenue Accounting. This is a database driven system that uses a .Net windows application (RA_Leaser) and a web application (RA_Admin) to reconcile payments from all sources and send data to SMART for budget purpose.	4. Highly Critical - Disruption may impact client services with potential financial impact	Monday thru Friday 6:00 a.m. to 12:00 a.m. Season (Feb - May) 3:00 p.m. to 6:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	Remit Loader / Remit Admin	APP - 024	Process checks and cash receipts through remittance to Revenue Accounting and end users that replace the following in-house applications: Remit Move, Export, Extract, FairFax/Menu GUI, Deposit program, HPI (Audit), FI Daily, Remit FTP, Remit Loader, Remit Loader (D), Remit Reconciliation, Remit Processor.	4. Highly Critical - Disruption may impact client services with potential financial impact	Monday thru Friday 6:00 a.m. to 12:00 a.m. Season (Feb - May) 3:00 p.m. to 6:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	Capiva Firmware	APP - 025	Used to extract data from paper tax returns and correspondence.	4. Highly Critical - Disruption may impact client services with potential financial impact	Monday thru Friday 6:00 a.m. to 12:00 a.m. Season (Feb - May) 3:00 p.m. to 6:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	CH_Efile_Leaser	APP - 026	Reads corp/income/homestead files created by ecommerce from IRS XML data and parses files into Channel system.	4. Highly Critical - Disruption may impact client services with potential financial impact	Monday thru Friday 6:00 a.m. to 12:00 a.m. Season (Feb - May) 3:00 p.m. to 6:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	CH_SUPP_Leaser	APP - 027	Reads records created by Efile program and processes any supplemental file(s) provided with return from IRS. Loads returns into workflow for processing to ATP.	4. Highly Critical - Disruption may impact client services with potential financial impact	Monday thru Friday 6:00 a.m. to 12:00 a.m. Season (Feb - May) 3:00 p.m. to 6:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	Corrections	APP - 028	Performs Mostly math and date edits on paper filed returns and vouchers and displays image and exceptions to data entry persons to be keyed when applicable.	4. Highly Critical - Disruption may impact client services with potential financial impact	Monday thru Friday 6:00 a.m. to 12:00 a.m. Season (Feb - May) 3:00 p.m. to 6:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	Distribution	APP - 029	Routes data to Corrections when edits fail or other requirements exist	4. Highly Critical - Disruption may impact client services with potential financial impact	Monday thru Friday 6:00 a.m. to 12:00 a.m. Season (Feb - May) 3:00 p.m. to 6:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	EFT Loader	APP - 030	Transfers electronic payment data into ATP	4. Highly Critical - Disruption may impact client services with potential financial impact	Monday thru Friday 6:00 a.m. to 12:00 a.m. Season (Feb - May) 3:00 p.m. to 6:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	Extract	APP - 031	Extracts data from database that was gathered from paper sources to build records for ATP	4. Highly Critical - Disruption may impact client services with potential financial impact	Monday thru Friday 6:00 a.m. to 12:00 a.m. Season (Feb - May) 3:00 p.m. to 6:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	Fax & File Correspondence	APP - 032	Used to process file or faxed correspondence to ATP without printing paper copy.	4. Highly Critical - Disruption may impact client services with potential financial impact	Monday thru Friday 6:00 a.m. to 12:00 a.m. Season (Feb - May) 3:00 p.m. to 6:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	FTP	APP - 033	FTP's two files from Isagov/Access Kansas down from mainframe to processing directory	4. Highly Critical - Disruption may impact client services with potential financial impact	Monday thru Friday 6:00 a.m. to 12:00 a.m. Season (Feb - May) 3:00 p.m. to 6:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	In-House Voucher	APP - 034	Used to create a payment voucher when payment is received without a voucher or a split is needed. This web based application will eventually replace old PC-app.	4. Highly Critical - Disruption may impact client services with potential financial impact	Monday thru Friday 6:00 a.m. to 12:00 a.m. Season (Feb - May) 3:00 p.m. to 6:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	

KDOR Tax Application Portfolio

Application Group	Application Short Name	Application ID #	Application Function Description	Business Criticality (1-5)	Hours of Operation (in EST)	Scheduled Maintenance Window (in EST)	Recurring Info (BPM/ODD)
Channel	KCSC Loader	APP - 035	Transfers Transient Guest registrations received from KCSC to ATP. Will also be used for liquor tax type once processed to ATP.	4. Highly Critical - Disruption may impact client services with potential financial impact	Monday thru Friday 6:00 a.m. to 5:00 p.m., Second Shift during Tax Season (Feb - May) 3:00 p.m. to 12:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	KDOR Scan	APP - 036	Starts and stops Kodak scanner, reconciles counts, loads images and batch information into database. Allows user to define the batch parameters through point and click GUI and gives KDOR flexibility in what is scanned.	4. Highly Critical - Disruption may impact client services with potential financial impact	Monday thru Friday 6:00 a.m. to 5:00 p.m., Second Shift during Tax Season (Feb - May) 3:00 p.m. to 12:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	KW3E	APP - 037	Transfers data from electronically filed KW3E returns to ATP.	4. Highly Critical - Disruption may impact client services with potential financial impact	Monday thru Friday 6:00 a.m. to 5:00 p.m., Second Shift during Tax Season (Feb - May) 3:00 p.m. to 12:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	PreDistribution	APP - 038	Checks to make sure FileNet and database processing are in sync before routing to Distribution or Extract	4. Highly Critical - Disruption may impact client services with potential financial impact	Monday thru Friday 6:00 a.m. to 5:00 p.m., Second Shift during Tax Season (Feb - May) 3:00 p.m. to 12:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	Streamlined	APP - 039	Transfers data from electronically filed sales registrations and returns to ATP	4. Highly Critical - Disruption may impact client services with potential financial impact	Monday thru Friday 6:00 a.m. to 5:00 p.m., Second Shift during Tax Season (Feb - May) 3:00 p.m. to 12:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	Webfile	APP - 040	Processes sales and income returns from Access Kansas and internal sources into ATP	4. Highly Critical - Disruption may impact client services with potential financial impact	Monday thru Friday 6:00 a.m. to 5:00 p.m., Second Shift during Tax Season (Feb - May) 3:00 p.m. to 12:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	BTR Loader	APP - 041	Transfers data from business application registrations received from KCSC to ATP	3. Critical - Disruption may impact client services with no significant financial impact	Monday thru Friday 6:00 a.m. to 5:00 p.m., Second Shift during Tax Season (Feb - May) 3:00 p.m. to 12:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	DocRetrieval	APP - 042	Used to filter and view images in Taxation FileNet system	3. Critical - Disruption may impact client services with no significant financial impact	Monday thru Friday 6:00 a.m. to 5:00 p.m., Second Shift during Tax Season (Feb - May) 3:00 p.m. to 12:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	Image Loader and Viewer	APP - 043	Process and store/archive documents for non ATP tax types. Data and images stored in SQL Server DB.	3. Critical - Disruption may impact client services with no significant financial impact	Monday thru Friday 6:00 a.m. to 5:00 p.m., Second Shift during Tax Season (Feb - May) 3:00 p.m. to 12:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	Idmlogon.exe	APP - 044	Keeps FileNet IDM viewer in scope between viewing images. Also used to manage FileNet libraries. .Net version available soon.	3. Critical - Disruption may impact client services with no significant financial impact	Monday thru Friday 6:00 a.m. to 5:00 p.m., Second Shift during Tax Season (Feb - May) 3:00 p.m. to 12:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	CH_Address_Loader	APP - 045	Leads Address from ATP back into Channel table. Used to validate and reduce typing.	2. Low criticality - Disruption may have internal operational impact	Monday thru Friday 6:00 a.m. to 5:00 p.m., Second Shift during Tax Season (Feb - May) 3:00 p.m. to 12:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	Channel Administration	APP - 046	Provides management information for following: 1. What is ready and what has transferred to ATP. 2. Kodak/Captiva scanning and FormID statistics. 3. Captiva recognition statistics. 4. Fax and File correspondence processing.	2. Low criticality - Disruption may have internal operational impact	Monday thru Friday 6:00 a.m. to 5:00 p.m., Second Shift during Tax Season (Feb - May) 3:00 p.m. to 12:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	Correspondence Coversheet	APP - 047	Used to print coversheets to place as the first page of correspondence scanned into FileNet	2. Low criticality - Disruption may have internal operational impact	Monday thru Friday 6:00 a.m. to 5:00 p.m., Second Shift during Tax Season (Feb - May) 3:00 p.m. to 12:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	ErrorDocCountMaint	APP - 048	Streamline Doc Count Edits used for re-scan of documents not recognized by Captiva Updates an image document index information in FileNet based upon ASTRA Tax processing header: correction activity (SSN, EIN, 4CHAR) and will connect the new data to the corresponding FileNet image(s).	2. Low criticality - Disruption may have internal operational impact	Monday thru Friday 6:00 a.m. to 5:00 p.m., Second Shift during Tax Season (Feb - May) 3:00 p.m. to 12:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	ReIndex	APP - 049	Archives voucher/check/data and image files from remittance System.	2. Low criticality - Disruption may have internal operational impact	Monday thru Friday 6:00 a.m. to 5:00 p.m., Second Shift during Tax Season (Feb - May) 3:00 p.m. to 12:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	Remit Archive Program	APP - 050	Archives voucher/check/data and image files from remittance System.	2. Low criticality - Disruption may have internal operational impact	Monday thru Friday 6:00 a.m. to 5:00 p.m., Second Shift during Tax Season (Feb - May) 3:00 p.m. to 12:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	

KDOR Tax Application Portfolio

Application Group	Application Short Name	Application ID#	Application Function/Description	Business Criticality (B/C)	Hours of Operation (H/O)	Schedule/Maintenance Window (in CST)	Pending (in/out) KDOR
Channel	Systools	APP - 051	Administer security for scanners, corrections application, and monitor corrections queues.	2. Low criticality - Disruption may have internal operational impact	Monday thru Friday 6:00 a.m. to 5:00 p.m., Second Shift during Tax Season (Feb - May) 3:00 p.m. to 12:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	Un-busy FN	APP - 052	Searches for FileNet queue entries that have a value of true in the busy field. Sets the value back to false so queue entry can be processed.	2. Low criticality - Disruption may have internal operational impact	Monday thru Friday 6:00 a.m. to 5:00 p.m., Second Shift during Tax Season (Feb - May) 3:00 p.m. to 12:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	911 Pmt Loader	APP - 053	Processes 911 fee payment file for Revenue Accounting	1. Not Critical - Disruption may have limited operational impact	Monday thru Friday 6:00 a.m. to 5:00 p.m., Second Shift during Tax Season (Feb - May) 3:00 p.m. to 12:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	Channel Monitor	APP - 054	Monitors workflow in Captiva and FileNet Queues; makes sure certain server applications are running and data files are running and data files are getting processed.	1. Not Critical - Disruption may have limited operational impact	Monday thru Friday 6:00 a.m. to 5:00 p.m., Second Shift during Tax Season (Feb - May) 3:00 p.m. to 12:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	Channel/maint	APP - 055	Runs daily and performs queries on system to find/note exceptions, also updates Captiva statistics DB.	1. Not Critical - Disruption may have limited operational impact	Monday thru Friday 6:00 a.m. to 5:00 p.m., Second Shift during Tax Season (Feb - May) 3:00 p.m. to 12:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	Sdpaszer	APP - 056	Used in dev and test to parse the submission details field in rp_dup_detail	1. Not Critical - Disruption may have limited operational impact	Monday thru Friday 6:00 a.m. to 5:00 p.m., Second Shift during Tax Season (Feb - May) 3:00 p.m. to 12:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	Test Data Export/Import	APP - 057	Moves records between databases for test purposes.	1. Not Critical - Disruption may have limited operational impact	Monday thru Friday 6:00 a.m. to 5:00 p.m., Second Shift during Tax Season (Feb - May) 3:00 p.m. to 12:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Channel	Token Identifier Program	APP - 058	Monitors workflow and tracks remit data operators output. Notifies users for certain processing errors.	1. Not Critical - Disruption may have limited operational impact	Monday thru Friday 6:00 a.m. to 5:00 p.m., Second Shift during Tax Season (Feb - May) 3:00 p.m. to 12:00 a.m.	Saturday 12:00 a.m. to Monday 6:00 a.m.	
Compliance & Enforcement			Manages collection & billing activity for KDOR for individual Income Tax and Business Taxes. It is a Powerbuilder application and has well over 100 Microfocus Cobol programs that support necessary batch processes.	4. Highly Critical - Disruption may impact client services with potential financial impact	24 X 6 Except Sunday	Sunday 12:00 a.m. to Monday 6:00 a.m.	
Compliance & Enforcement			Analyzes ATP and ACM for outstanding debt and/or return filings for approval of tax clearance requests.	4. Highly Critical - Disruption may impact client services with potential financial impact	Monday thru Friday 6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. Friday to 6:00 a.m. Monday	
Compliance & Enforcement			Manages TOPS debt placement for offset against Federal tax refunds.	4. Highly Critical - Disruption may impact client services with potential financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. Friday to 6:00 a.m. Monday	
Compliance & Enforcement			Manages placement of business debt for offset against Federal vendor payments.	4. Highly Critical - Disruption may impact client services with potential financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. Friday to 6:00 a.m. Monday	
Compliance & Enforcement			Manages debt placement for offset against Dept of Administration vendor payments.	4. Highly Critical - Disruption may impact client services with potential financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. Friday to 6:00 a.m. Monday	
Compliance & Enforcement			Manages placement of debt with outside vendors.	4. Highly Critical - Disruption may impact client services with potential financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. Friday to 6:00 a.m. Monday	
Customer Relations	Fed-State Processes	APP - 066	Includes various matching projects, such as IMF, IRTP, BMF, BRFF, CP2000s, RARS, EOABs, Tickler tapes, State Reverse File Match, Licensing compare, and other data sources.	4. Highly Critical - Disruption may impact client services with potential financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. Friday to 6:00 a.m. Monday	
Compliance & Enforcement	ACM Viewer	APP - 067	Displays ACM letters and ATP letters for statutorily mandated review.	4. Highly Critical - Disruption may impact client services with potential financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. Friday to 6:00 a.m. Monday	
Compliance & Enforcement	SN CO Warrants	APP - 068	Sends tax warrants & SOIs to Shawnee County; retrieves court case information and posts to ACM.	4. Highly Critical - Disruption may impact client services with potential financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. Friday to 6:00 a.m. Monday	
Compliance & Enforcement	Jo Co Warrants	APP - 069	Sends tax warrants to Johnson County; retrieves court case information and posts to ACM.	4. Highly Critical - Disruption may impact client services with potential financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. Friday to 6:00 a.m. Monday	
Compliance & Enforcement	Out of State Warrants	APP - 070	Sends out-of-state tax warrants to Shawnee County and retrieves the court case information and sends a file to the State Printer to print the warrants.	4. Highly Critical - Disruption may impact client services with potential financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. Friday to 6:00 a.m. Monday	
Customer Relations	ACCS	APP - 071	Manages Fed-State creation of cases; allows users to view data and move cases.	4. Highly Critical - Disruption may impact client services with potential financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. Friday to 6:00 a.m. Monday	
Compliance & Enforcement	Missouri Offset	APP - 072	Manages debt placement for offset against Missouri tax refunds.	3. Critical - Disruption may impact client services with no significant financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. Friday to 6:00 a.m. Monday	
Compliance & Enforcement	Warrants on the Web	APP - 073	Creates a file of qualified debt covered by a tax warrant for publication on the web.	3. Critical - Disruption may impact client services with no significant financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. Friday to 6:00 a.m. Monday	
Compliance & Enforcement	AWP	APP - 074	Manages Audit activity.	3. Critical - Disruption may impact client services with no significant financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. Friday to 6:00 a.m. Monday	



KBOR Tax Application Portfolio

Application Group	Application Short Name	Application ID#	Application Function/Description	Business Criticality (1-5)	Hours of Operation (1-5)	Scheduled Maintenance Window (1-5)	Pending Title from KBOR
Compliance & Enforcement	Miscellaneous Refunds	APP - 075	Creates SMART refund file for miscellaneous refunds from Budget.	3. Critical - Disruption may impact client services with no significant financial impact	8:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. Friday to 6:00 a.m. Monday	
Compliance & Enforcement	Misc Legacy Taxes	APP - 076	Tax return, payment processing, and accounting for 4-5 small tax types. At least one of these tax types is maintained on a spreadsheet.	1. Not Critical - Disruption may have limited operational impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. Friday to 6:00 a.m. Monday	
Compliance & Enforcement	Legacy & ARMS	APP - 077	Accounting system for (2) liquor tax types. No longer needed after August, 2017.	1. Not Critical - Disruption may have limited operational impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. Friday to 6:00 a.m. Monday	
eCommerce	Kansas Customer Service Center	APP - 078	File returns, create payments, account maintenance, Refund Status	4. Highly Critical - Disruption may impact client services with potential financial impact	12:00 a.m. to 12:00 a.m. Monday through Sunday	Sunday 6:00 a.m. to 12:00 p.m.	
eCommerce	Pure ACH	APP - 079	Deposit funds from various sources into Revenue Bank, and Deposit systems	5. Extremely critical - Disruption may impact core business services. Usually required a redundant synchronized mirror environment to preserve business continuity	12:00 a.m. to 12:00 a.m. Monday through Friday	Sunday 6:00 a.m. to 12:00 p.m.	
eCommerce	Deposit	APP - 080	Verify various sources of ACH Data and balance against totals	5. Extremely critical - Disruption may impact core business services. Usually required a redundant synchronized mirror environment to preserve business continuity	7am to 3am Monday thru Friday	Sunday 6:00 a.m. to 12:00 p.m.	
eCommerce	E-File	APP - 081	Receive Individual and Corp Returns filed through Fed State programs	4. Highly Critical - Disruption may impact client services with potential financial impact	12:00 a.m. to 12:00 a.m. Monday through Sunday	Sunday 6:00 a.m. to 12:00 p.m.	
eCommerce	EDI	APP - 082	Translate Incoming/Outgoing Data to Standardized Formats	3. Critical - Disruption may impact client services with no significant financial impact	12:00 a.m. to 12:00 a.m. Monday through Sunday	Sunday 6:00 a.m. to 12:00 p.m.	Not in the recent eCommerce applications. Perhaps it is not critical, included in one of the other eCommerce applications such as USCS
eCommerce	Streamlined Sales	APP - 083	File and pay for Sales tax from multiple States	4. Highly Critical - Disruption may impact client services with potential financial impact	12:00 a.m. to 12:00 a.m. Monday through Sunday	Sunday 6:00 a.m. to 12:00 p.m.	
eCommerce	Tax Clearance	APP - 084	Verify all Tax Accounts are current	3. Critical - Disruption may impact client services with no significant financial impact	12:00 a.m. to 12:00 a.m. Monday through Sunday	Sunday 6:00 a.m. to 12:00 p.m.	Not in the recent eCommerce applications. Perhaps it is not critical, included in one of the other eCommerce applications such as USCS
eCommerce	Tax Credits	APP - 085	Manage and allow user maintenance of Tax Credits	3. Critical - Disruption may impact client services with no significant financial impact	12:00 a.m. to 12:00 a.m. Monday through Sunday	Sunday 6:00 a.m. to 12:00 p.m.	Not in the recent eCommerce applications. Perhaps it is not critical, included in one of the other eCommerce applications such as USCS
eCommerce	Warrants On the Web	APP - 086	Post past due accounts to the web	1. Not Critical - Disruption may have limited operational impact	12:00 a.m. to 12:00 a.m. Monday through Sunday	Sunday 6:00 a.m. to 12:00 p.m.	
eCommerce	Tax Clearance	APP - 084	Verify all Tax Accounts are current	3. Critical - Disruption may impact client services with no significant financial impact	24/7		
eCommerce	Tax Credits	APP - 085	Manage and allow user maintenance of Tax Credits	3. Critical - Disruption may impact client services with no significant financial impact	24/7		
eCommerce	Warrants On the Web	APP - 086	Post past due accounts to the web	1. Not Critical - Disruption may have limited operational impact	24/7		
eCommerce	IFTA	APP - 087	Renewals/Registrations/Tax Returns	4. Highly Critical - Disruption may impact client services with potential financial impact	12:00 a.m. to 12:00 a.m. Monday through Friday	Sunday 6:00 a.m. to 12:00 p.m.	
eCommerce	Cigarette / Tobacco Tax	APP - 088	Renewals/Registrations/Tax Returns	4. Highly Critical - Disruption may impact client services with potential financial impact	12:00 a.m. to 12:00 a.m. Monday through Friday	Sunday 6:00 a.m. to 12:00 p.m.	
eCommerce	Revenue.org	APP - 089	Not focused on Tax but there is information for customer support	4. Highly Critical - Disruption may impact client services with potential financial impact	12:00 a.m. to 12:00 a.m. Monday through Sunday	Sunday 6:00 a.m. to 12:00 p.m.	
eCommerce	KBOR Web Services	APP - 090	KBOR Web Services used by KBOR eCommerce applications	4. Highly Critical - Disruption may impact client services with potential financial impact	12:00 a.m. to 12:00 a.m. Monday through Sunday	Sunday 6:00 a.m. to 12:00 p.m.	
Miscellaneous	Drug Tax	APP - 091	Tax return, payment processing, refund and accounting for Drug Tax.	4. Highly Critical - Disruption may impact client services with potential financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. Friday to 6:00 a.m. Monday	
Miscellaneous	Liquor Drink	APP - 091	Tax return, payment processing, and accounting.	4. Highly Critical - Disruption may impact client services with potential financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. Friday to 6:00 a.m. Monday	
Miscellaneous	Liquor Enforcement	APP - 091	Tax return, payment processing, and accounting.	4. Highly Critical - Disruption may impact client services with potential financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. Friday to 6:00 a.m. Monday	
Miscellaneous	Vehicle Rental	APP - 091	Tax return, payment processing, and accounting.	4. Highly Critical - Disruption may impact client services with potential financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. Friday to 6:00 a.m. Monday	
Miscellaneous	Tire Excise	APP - 091	Tax return, payment processing, and accounting.	4. Highly Critical - Disruption may impact client services with potential financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. Friday to 6:00 a.m. Monday	

KDOR Tax Application Portfolio

Application Group	Application/Share Name	Application ID #	Application Function Description	Business Criticality (US)	Hours of Operation (in EST)	Scheduled Maintenance Window (in EST)	Resolving (in EST from KDOR)
Miscellaneous Legacy Tax	Water Protection Fee (Retail Water) and Clean Drinking Water Fee Stock/Industrial Water	APP - 091	Tax return, payment processing, and accounting.	4. Highly Critical - Disruption may impact client services with potential financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. Friday to 6:00 a.m. Monday	
Miscellaneous Legacy Tax	Dry Cleaning	APP - 091	Tax return, payment processing, and accounting.	4. Highly Critical - Disruption may impact client services with potential financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. Friday to 6:00 a.m. Monday	
Miscellaneous Legacy Tax	Sand, Oil & Gas Royalty	APP - 091	Tax return, payment processing, and accounting.	4. Highly Critical - Disruption may impact client services with potential financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. Friday to 6:00 a.m. Monday	
Miscellaneous Legacy Tax	Mineral	APP - 091	Tax return, payment processing, and accounting.	4. Highly Critical - Disruption may impact client services with potential financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. Friday to 6:00 a.m. Monday	
Miscellaneous Legacy Tax	Liquid Fuel Carrier	APP - 091	Tax return, payment processing, and accounting.	4. Highly Critical - Disruption may impact client services with potential financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. Friday to 6:00 a.m. Monday	
Miscellaneous Legacy Tax	Motor Fuel Refund	APP - 091	Refund processing	4. Highly Critical - Disruption may impact client services with potential financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. Friday to 6:00 a.m. Monday	
Miscellaneous Legacy Tax	Motor Fuel Distributor, Retailer, Importer/Exporter	APP - 091	Tax return, payment processing, and accounting.	4. Highly Critical - Disruption may impact client services with potential financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. Friday to 6:00 a.m. Monday	
Miscellaneous Legacy Tax	Petroleum Products						
Miscellaneous Legacy Tax	Inspection and Environmental Assurance Fee	APP - 091	Tax return, payment processing, and accounting.	4. Highly Critical - Disruption may impact client services with potential financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. Friday to 6:00 a.m. Monday	
Miscellaneous Legacy Tax	Liquid Petroleum	APP - 081	Tax return, payment processing, and accounting.	4. Highly Critical - Disruption may impact client services with potential financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. Friday to 6:00 a.m. Monday	
Miscellaneous Legacy Tax	International Fuel Tax Agreement	APP - 091	Tax return, payment processing, and accounting.	4. Highly Critical - Disruption may impact client services with potential financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. Friday to 6:00 a.m. Monday	
Miscellaneous Legacy Tax	Cigarette, Tobacco, Consumable Material	APP - 091	Tax return, payment processing, and accounting.	4. Highly Critical - Disruption may impact client services with potential financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. Friday to 6:00 a.m. Monday	
Miscellaneous Legacy Tax	Charitable Gaming (Bingo/RAPP)	APP - 091	Tax return, payment processing, and accounting.	4. Highly Critical - Disruption may impact client services with potential financial impact	6:00 a.m. to 8:00 p.m. Monday thru Fridays	8:00 p.m. Friday to 6:00 a.m. Monday	

**TECHNICAL SERVICES STATEMENT OF WORK No. 1**

**Schedule 2.1 – Service Locations**

**1. CGI SERVICE LOCATIONS:**

CGI Technologies and Solutions Inc.  
500 N 1st St Ste 7000  
Wausau, WI 54403  
(715) 393-4700

Kansas Department of Revenue  
Mills Building  
109 SW 9th Street  
Topeka, KS 66612

Landon State Office Building  
900 SW Jackson Street  
Suite 1051  
Topeka, Kansas 66612-1230

Scott State Office Building  
120 SE 10th Street  
Topeka, KS 66612-1103

**2. KDOR SERVICE LOCATIONS:**

Kansas Department of Revenue  
Mills Building  
109 SW 9th Street  
Topeka, KS 66612

Landon State Office Building  
900 SW Jackson Street  
Suite 1051  
Topeka, Kansas 66612-1230

Scott State Office Building  
120 SE 10th Street  
Topeka, KS 66612-1103

**TECHNICAL SERVICES STATEMENT OF WORK No. 1**

**Schedule 2.2 – In-Flight Projects**

1. In-Flight Applications Projects

a. Critical Applications Projects\*

- ATP 2018 Filing Legislative Changes (passed in 2017 legislative session)
- Oracle upgrade to 11.2.0.4

\* This means Projects with business implications or regulatory requirements.

b. Applications Projects

- Collections Modernization Phase 2 (ACM Replacement)
- Compliance Modernization (ACSS and AWP Replacement)
- Miscellaneous Tax Type Changes

2. Transformation Projects

Immediately after the completion of transition, both the parties' may prioritize the following transformation projects to be implemented in a reasonable amount of time using the Bank of Hours allocated for Essential Services and Application Development Services.

- Migration of following applications from Windows 2003 to a supported version
  - FairFax Q Modules
  - Captiva Formware
  - eCommerce Applications hosted on servers RVEFTSERV06, RVEFTSTORE01, RVWS6 and RVWS7

- Migration of following applications from Sun Solaris to Linux environment

Application Name	Application ID	Application Group
Tax Clearance	APP - 060	Compliance & Enforcement
D of A Setoff	APP - 064	Compliance & Enforcement
3rd Party	APP - 065	Compliance & Enforcement
Fed-State Processes	APP - 066	Compliance & Enforcement
Warrants on the Web	APP - 073	Compliance & Enforcement
SN CO Warrants	APP - 068	Compliance & Enforcement
Jo Co Warrants	APP - 069	Compliance & Enforcement
Out of State Warrants	APP - 070	Compliance & Enforcement
ACSS	APP - 071	Compliance & Enforcement
Missouri Offset	APP - 072	Compliance & Enforcement
Miscellaneous Refunds	APP - 075	Compliance & Enforcement

- Migration of CA-Unicenter for Job scheduling to a product KDOR selects for the In-Scope application

ID	Task Name	Start	Jan '18			Feb '18			Mar '18			Apr '18		
			31	7	14	21	28	4	11	18	25	1	8	
0	<b>KDOR ADM Transition</b>	1/8/2018	[Timeline bar]											
1	ADM Transition	1/8/2018	[Timeline bar]											
2	Transition Management	1/8/2018	[Timeline bar]											
3	Project Related Milestones	1/8/2018	[Timeline bar]											
4	Major Transition Milestones	1/8/2018	[Timeline bar]											
5	Letter Contract Signed	1/8/2018	[Timeline bar]											
6	Transition Schedule Baseline	1/19/2018	[Timeline bar]											
7	Applications tower transitioned to CGI	3/23/2018	[Timeline bar]											
8	Transition Complete	3/30/2018	[Timeline bar]											
9	Contract Artifacts Milestones	1/19/2018	[Timeline bar]											
10	Day 15 - Detailed Transition Plan and Sched	1/19/2018	[Timeline bar]											
11	Pre Transition Planning	1/8/2018	[Timeline bar]											
12	Quality Gate # 1 - Pre Planning Exit	1/8/2018	[Timeline bar]											
13	Applications - Wave 1 Milestones	1/8/2018	[Timeline bar]											
14	Wave 1 Start	1/8/2018	[Timeline bar]											
15	Wave 1 Stabilization Begins	3/2/2018	[Timeline bar]											
16	Wave 1 Steady State Begins	3/30/2018	[Timeline bar]											
17	Applications - Wave 2 Milestones	1/8/2018	[Timeline bar]											
18	Wave 2 Start	1/8/2018	[Timeline bar]											
19	Wave 2 Stabilization Begins	3/5/2018	[Timeline bar]											
20	Wave 2 Steady State Begins	3/30/2018	[Timeline bar]											
21	Applications - Wave 3 Milestones	1/8/2018	[Timeline bar]											
22	Wave 3 Start	1/8/2018	[Timeline bar]											
23	Wave 3 Stabilization Begins	3/5/2018	[Timeline bar]											

◆ 1/19

ID	Task Name	Start	Jan '18			Feb '18			Mar '18			Apr '18		
			31	7	14	21	28	4	11	18	25	1	8	
24	Wave 3 Steady State Begins	3/30/2018	[Gantt bar from 3/30/2018 to 4/8/2018]											
25	Deliverables	1/19/2018	[Gantt bar from 1/19/2018 to 4/8/2018]											
26	Detailed Transition Plan	1/19/2018	[Gantt bar from 1/19/2018 to 4/8/2018]											
27	Interim OF	1/19/2018	[Gantt bar from 1/19/2018 to 4/8/2018]											
28	Final OF	3/23/2018	[Gantt bar from 3/23/2018 to 4/8/2018]											
29	Transition Complete	3/30/2018	[Gantt bar from 3/30/2018 to 4/8/2018]											
30	Day 1	1/8/2018	[Gantt bar from 1/8/2018 to 4/8/2018]											
31	Transition	1/8/2018	[Gantt bar from 1/8/2018 to 4/8/2018]											
32	Transition Project Management	1/8/2018	[Gantt bar from 1/8/2018 to 4/8/2018]											
33	Project Management and coordination	1/8/2018	[Gantt bar from 1/8/2018 to 4/8/2018]											
34	Transition Project Kick Off Meeting	1/8/2018	[Gantt bar from 1/8/2018 to 4/8/2018]											
35	Baseline Transition Schedule and Plan detailed out and Resource Loaded	1/8/2018	[Gantt bar from 1/8/2018 to 4/8/2018]											
36	Schedule and hold project review meetings	1/8/2018	[Gantt bar from 1/8/2018 to 4/8/2018]											
37	Review and obtain approval of deliverables	1/8/2018	[Gantt bar from 1/8/2018 to 4/8/2018]											
38	Track and close outstanding issues	1/8/2018	[Gantt bar from 1/8/2018 to 4/8/2018]											
39	Track cost and efforts against baseline	1/8/2018	[Gantt bar from 1/8/2018 to 4/8/2018]											
40	Project Management and coordination Com	2/5/2018	[Gantt bar from 2/5/2018 to 4/8/2018]											
41	Risk Management	1/8/2018	[Gantt bar from 1/8/2018 to 4/8/2018]											
42	Identify risks and define risk management p	1/8/2018	[Gantt bar from 1/8/2018 to 4/8/2018]											
43	Communication Management	2/5/2018	[Gantt bar from 2/5/2018 to 4/8/2018]											
44	Define and Implement Communication Plan	2/5/2018	[Gantt bar from 2/5/2018 to 4/8/2018]											
45	Human Resources	1/8/2018	[Gantt bar from 1/8/2018 to 4/8/2018]											
46	Identification of rebadges	1/8/2018	[Gantt bar from 1/8/2018 to 4/8/2018]											
47	Critical Staff Plan Complete	1/8/2018	[Gantt bar from 1/8/2018 to 4/8/2018]											

ID	Task Name	Start	Jan '18			Feb '18			Mar '18			Apr '18				
			31	7	14	21	28	4	11	18	25	4	11	18	25	1
48	Identify, Fill and Track KDOR, "open positions" post contract signing; prior to KDOR HR meetings	1/8/2018														
49	Announcement and communication	1/22/2018														
50	Develop the HR communication plan	1/8/2018														
51	Prepare announcements, feedback mechanisms	1/8/2018														
52	Initial Joint KDOR/CGI communications to E1	1/8/2018														
53	Harmonization	1/22/2018														
54	Conduct HR one on one meetings and admin sessions with in scope employees	1/22/2018														
55	CGI Portion of Human Resources Complete	1/26/2018														
56	Finance	1/8/2018														
57	Tracking activities for billing purposes	1/8/2018														
58	Establish Interim procedures to track billable	1/8/2018														
59	Establish Final procedures to track billable	2/5/2018														
60	Invoicing	1/8/2018														
61	Determine Interim invoice processing procedure	1/8/2018														
62	Define and implement invoicing processes	2/5/2018														
63	Establish Quarterly reconciliation and adjust	1/25/2018														
64	Invoicing Complete	2/20/2018														
65	Time Reporting system	1/8/2018														
66	Implement Labor Tracking	1/8/2018														
67	Educate members on time keeping systems	2/5/2018														
68	Identify and implement appropriate KDOR Authorization levels for new work	1/8/2018														
69	Identify KDOR authorization levels for new work	1/8/2018														
70	Establish controls for appropriate authorization	1/8/2018														

ID	Task Name	Start	Jan '18							Feb '18							Mar '18							Apr '18						
			31	7	14	21	28	4	11	18	25	4	11	18	25	4	11	18	25	1	8									
72	<b>Financial Reporting</b>	1/29/2018																												
73	Define requirements	1/29/2018																												
74	Develop interim reports	2/14/2018																												
75	Complete final reports	3/1/2018																												
76	Finance Complete	3/7/2018																												
77	<b>Client Partnership Management Office-Preparat</b>	<b>1/8/2018</b>																												
78	<b>CPMO Preparation and Transition</b>	<b>1/8/2018</b>																												
79	Governance Model deployed	1/8/2018																												
80	<b>Vendor Transition/CPMO Team</b>	<b>1/8/2018</b>																												
81	Finalize team Structure	1/8/2018																												
82	Finalize resource requirements	1/22/2018																												
83	Confirm staff for CPMO	2/5/2018																												
84	Set up CPMO office	2/19/2018																												
85	Identify facilities required by Vendor Transition team on KDOT premises	2/5/2018																												
86	Vendor Transition/CPMO Team Complete	2/23/2018																												
87	<b>Continuity of Activities</b>	<b>1/8/2018</b>																												
88	Assign new delivery mgmt structure	1/8/2018																												
89	Perform Knowledge transfer re: the contrac	1/22/2018																												
90	Ensure delivery structure is in place as of Commencement Date	1/22/2018																												
91	Ensure people are aware of roles and respo	1/22/2018																												
92	Continuity of Activities Complete	2/16/2018																												
93	<b>Project Management Services</b>	<b>1/8/2018</b>																												
94	Assess and develop plan(s) for "in-flight" prc	1/22/2018																												
95	Establish PMO	2/19/2018																												



ID	Task Name	Start	Jan '18			Feb '18			Mar '18			Apr '18		
			31	7	14	21	28	4	11	18	25	1	8	
96	Review existing KDOR PM processes & Tools. Integrate with Vendor Frameworks	1/8/2018												
97	Continuity of in-flight projects	1/8/2018												
98	Produce current master projects/program roadmap with status	1/12/2018												
99	Develop and implement process to keep ma	2/12/2018												
100	Develop feedback mechanism with financial info for budget tracking	1/8/2018												
101	Project Management Services Complete	3/23/2018												
102	Communications (IT Organization Change Ma	1/8/2018												
103	Initial communication activities	1/8/2018												
104	define stakeholder	1/8/2018												
105	define communication requirements	1/15/2018												
106	develop communications plan	1/22/2018												
107	Initial communication activities complete	2/16/2018												
108	To KDOR Stay Back Team	1/8/2018												
109	Present description of Vendor frameworks and their purpose	1/8/2018												
110	Plan for and hold KDOR/Vendor Mgmt te	1/11/2018												
111	To KDOR Stay Back Team Complete	1/8/2018												
112	To KDOR IT teams	1/8/2018												
113	Present overview of contract	1/8/2018												
114	To KDOR Business users	1/12/2018												
115	Prepare announcement of contract and what it means to the business served by	1/12/2018												
116	To KDOR transitioned employees	1/24/2018												
117	Present contract overview	1/24/2018												
118	Communication (IT Organizational Change Management) Complete	2/16/2018												
119	Reporting plan	1/8/2018												

ID	Task Name	Start	Jan '18			Feb '18			Mar '18			Apr '18	
			31	7	14	21	28	4	11	18	25	1	8
120	Prepare for MGMT reporting and transition of existing reports to Vendor	1/8/2018	[Gantt bar from Jan 8 to Jan 15]										
121	Determine resource for Business analytics	1/8/2018	[Gantt bar from Jan 8 to Jan 15]										
122	Identify and finalize list of ongoing reports	2/6/2018	[Gantt bar from Feb 6 to Feb 13]										
123	Implement new reports (high priority)	3/5/2018	[Gantt bar from Mar 5 to Mar 12]										
124	Dash Board	1/8/2018	[Gantt bar from Jan 8 to Jan 15]										
128	Complete implementation of full reporting	3/30/2018	[Gantt bar from Mar 30 to Apr 6]										
129	Governance plan (KDOR and Vendor)	1/8/2018	[Gantt bar from Jan 8 to Jan 15]										
130	Joint processes for reviews and strategic pl.	1/8/2018	[Gantt bar from Jan 8 to Jan 15]										
131	Design monthly operations review process	1/22/2018	[Gantt bar from Jan 22 to Jan 29]										
132	Jointly develop IT steering committee agenda	2/22/2018	[Gantt bar from Feb 22 to Feb 29]										
133	Define schedules for review	3/1/2018	[Gantt bar from Mar 1 to Mar 8]										
134	Schedule and Launch Joint KDOR/Vendo	1/8/2018	[Gantt bar from Jan 8 to Jan 15]										
135	First Daily status meeting	1/12/2018	[Gantt bar from Jan 12 to Jan 19]										
136	Prepare metrics and reports for first monthly ops and steering meeting	1/8/2018	[Gantt bar from Jan 8 to Jan 15]										
137	First Monthly Ops Committee and Steering meetings Held	2/2/2018	[Gantt bar from Feb 2 to Feb 9]										
138	First Monthly Steering committee mee	2/2/2018	[Gantt bar from Feb 2 to Feb 9]										
139	First Projects review meeting	2/5/2018	[Gantt bar from Feb 5 to Feb 12]										
140	First Quarterly Executive Steering Com	4/2/2018	[Gantt bar from Apr 2 to Apr 9]										
141	Prepare metrics and reports for monthly ops and steering meeting	3/2/2018	[Gantt bar from Mar 2 to Mar 9]										
142	Monthly Ops Committee and Steering	3/8/2018	[Gantt bar from Mar 8 to Mar 15]										
143	Prepare metrics and reports for monthly ops and steering meeting	3/30/2018	[Gantt bar from Mar 30 to Apr 6]										
144	1st Service Level Agreement (SLA) Report showing documented performance for Application service	4/3/2018	[Gantt bar from Apr 3 to Apr 10]										
145	Joint processes for reviews and strategic planning Complete	4/2/2018	[Gantt bar from Apr 2 to Apr 9]										
146	Customer Satisfaction Assessment Program	1/22/2018	[Gantt bar from Jan 22 to Jan 29]										

ID	Task Name	Start	Jan '18							Feb '18							Mar '18							Apr '18						
			31	7	14	21	28	4	11	18	25	4	11	18	25	4	11	18	25	1	8									
150	Technology Planning	1/8/2018	[Timeline bar from Jan 8 to Jan 14]																											
154	Quality Management	1/8/2018	[Timeline bar from Jan 8 to Jan 14]																											
158	Governance Plan (KDOR and Vendor) Compl	4/2/2018	[Timeline bar from Jan 8 to Jan 14]																											
159	Client Partnership Mgmt. Office Preparation and Transition Complete	4/2/2018	[Timeline bar from Jan 8 to Jan 14]																											
160	Service Management (Cross Functional)	1/22/2018	[Timeline bar from Jan 22 to Jan 28]																											
161	Operational Framework	2/6/2018	[Timeline bar from Jan 22 to Jan 28]																											
162	Develop Interim OF for key ITIL-based proc	2/6/2018	[Timeline bar from Jan 22 to Jan 28]																											
170	Propose guiding principles	2/6/2018	[Timeline bar from Jan 22 to Jan 28]																											
171	Working sessions to develop key processes	2/6/2018	[Timeline bar from Jan 22 to Jan 28]																											
172	Draft interim OF	2/6/2018	[Timeline bar from Jan 22 to Jan 28]																											
173	Systems Management CrossFunctional Complete	3/14/2018	[Timeline bar from Jan 22 to Jan 28]																											
174	Review/approve	3/15/2018	[Timeline bar from Jan 22 to Jan 28]																											
175	Publish Interim OF	3/16/2018	[Timeline bar from Jan 22 to Jan 28]																											
176	Full Operational Framework	3/19/2018	[Timeline bar from Jan 22 to Jan 28]																											
177	Define table of contents	3/19/2018	[Timeline bar from Jan 22 to Jan 28]																											
178	Prioritize content per interim OF	3/21/2018	[Timeline bar from Jan 22 to Jan 28]																											
179	Version 1	3/23/2018	[Timeline bar from Jan 22 to Jan 28]																											
183	Full Operational Framework Complete	3/30/2018	[Timeline bar from Jan 22 to Jan 28]																											
184	Services Levels	1/22/2018	[Timeline bar from Jan 22 to Jan 28]																											
185	Service level measurement and reporting	1/22/2018	[Timeline bar from Jan 22 to Jan 28]																											
190	Develop plan to capture and report new me	2/26/2018	[Timeline bar from Jan 22 to Jan 28]																											
191	Service Management (Cross Functional) Compl	3/30/2018	[Timeline bar from Jan 22 to Jan 28]																											
192	Application Services (Dev, Maint)	1/8/2018	[Timeline bar from Jan 8 to Jan 14]																											

ID	Task Name	Start	Jan '18							Feb '18							Mar '18							Apr '18						
			31	7	14	21	28	4	11	18	25	4	11	18	25	4	11	18	25	1	8									
193	Management and Operations	1/8/2018																												
194	Operations Continuity	1/22/2018																												
195	Build Skill Matrix	1/22/2018																												
196	Grouping of application portfolio	1/22/2018																												
197	Identify application criticality and support	1/22/2018																												
198	Review knowledge transfer sequencing	1/22/2018																												
199	Meet one-on-one with team leaders and	1/22/2018																												
200	Get new badge numbers and test building	1/22/2018																												
201	Get and test access to servers	1/22/2018																												
202	Operations Continuity Complete	2/16/2018																												
203	Communication Plan for Application group	2/6/2018																												
204	Produce a communication Plan for the Tr.	2/6/2018																												
205	Organize and schedule kick-off meeting	2/27/2018																												
206	Publish/Announce internal communication structure and new	3/8/2018																												
207	New organization and staffing requirement	1/8/2018																												
208	Staffing	1/8/2018																												
209	Devlop new Org charts	1/8/2018																												
210	Define new organization	1/22/2018																												
211	Clarify roles/responsibilities	2/5/2018																												
212	Plan Staffing according to application transfer planning	1/8/2018																												
213	Plan staffing remote CGI locations	1/8/2018																												
214	Present staffing plan remote CGI loc	1/8/2018																												
215	Select and integrate resources in remc	1/22/2018																												
216	Remote Delivery Center staffing plan	1/22/2018																												

ID	Task Name	Start	Jan '18							Feb '18							Mar '18							Apr '18						
			31	7	14	21	28	4	11	18	25	4	11	18	25	4	11	18	25	1	8									
217	Reporting & Request Management Tools	1/8/2018	[Gantt bar from Jan 7 to Mar 4]																											
218	Contractual reporting Data gathering	1/8/2018	[Gantt bar from Jan 7 to Mar 4]																											
219	Monthly reporting template	1/8/2018	[Gantt bar from Jan 7 to Jan 14]																											
220	Set Quarterly reporting template	1/8/2018	[Gantt bar from Jan 7 to Mar 4]																											
221	Set Annual reporting template	1/8/2018	[Gantt bar from Jan 7 to Mar 4]																											
222	Application Support transfer	1/8/2018	[Gantt bar from Jan 7 to Mar 4]																											
223	Applications Support Transfer Planning	1/8/2018	[Gantt bar from Jan 7 to Mar 4]																											
224	Communicate and publish strategy to t	1/8/2018	[Gantt bar from Jan 7 to Jan 14]																											
225	Communicate targeted new structure	1/8/2018	[Gantt bar from Jan 7 to Jan 14]																											
226	Communicate travel policy	1/8/2018	[Gantt bar from Jan 7 to Jan 14]																											
227	Finalize knowledge transfer plan and st	1/22/2018	[Gantt bar from Feb 11 to Mar 4]																											
228	Identify and confirm skills / knowledge required to support applications	1/8/2018	[Gantt bar from Jan 7 to Mar 4]																											
229	Current projects reviewed and assessed (status, staffing	1/24/2018	[Gantt bar from Feb 11 to Mar 4]																											
230	Document K/T methodology, roles and responsibilities	1/8/2018	[Gantt bar from Jan 7 to Jan 14]																											
231	Update & Communicate Application Documentation Template	1/8/2018	[Gantt bar from Jan 7 to Jan 14]																											
232	Update & communicate application documentation template	1/8/2018	[Gantt bar from Jan 7 to Jan 14]																											
233	Update & communicate Knowledge Transfer check-list	1/8/2018	[Gantt bar from Jan 7 to Jan 14]																											
234	Applications Support Transfer Planning	3/6/2018	[Gantt bar from Mar 11 to Mar 18]																											
235	ProAction Training to team members	1/8/2018	[Gantt bar from Jan 7 to Mar 4]																											
236	Processes and Tools	1/8/2018	[Gantt bar from Jan 7 to Mar 4]																											
237	Process and workflow	1/8/2018	[Gantt bar from Jan 7 to Mar 4]																											
238	SLA metrics	2/1/2018	[Gantt bar from Feb 11 to Feb 18]																											
239	Timesheet Overview	1/8/2018	[Gantt bar from Jan 7 to Mar 4]																											
240	Operations Review (Methodology, Skill	1/8/2018	[Gantt bar from Jan 7 to Mar 4]																											

ID	Task Name	Start	Jan '18							Feb '18							Mar '18							Apr '18						
			31	7	14	21	28	4	11	18	25	4	11	18	25	4	11	18	25	1	8									
241	Proaction Processes and Tools Complete	3/8/2018	[Gantt bar from 3/8/2018 to 3/8/2018]																											
242	Implement Application Services	1/8/2018	[Gantt bar from 1/8/2018 to 1/8/2018]																											
243	Transfer Application Maintenance	1/8/2018	[Gantt bar from 1/8/2018 to 1/8/2018]																											
244	Wave 1 Applications	1/8/2018	[Gantt bar from 1/8/2018 to 1/8/2018]																											
245	Wave 1 Applications Kickoff	1/8/2018	[Gantt bar from 1/8/2018 to 1/8/2018]																											
246	Test support setup from Remote locat	1/8/2018	[Gantt bar from 1/8/2018 to 1/8/2018]																											
247	Apps Wave 1 Knowledge Transfer	1/8/2018	[Gantt bar from 1/8/2018 to 1/8/2018]																											
248	Primary Secondary identification in preparation to Knowledge	1/8/2018	[Gantt bar from 1/8/2018 to 1/8/2018]																											
249	For each application	1/15/2018	[Gantt bar from 1/15/2018 to 1/15/2018]																											
250	Application Overview & Docum	1/15/2018	[Gantt bar from 1/15/2018 to 1/15/2018]																											
251	Knowledge transfer / Hands-on	2/26/2018	[Gantt bar from 2/26/2018 to 2/26/2018]																											
252	Knowledge transfer sign-off	3/9/2018	[Gantt bar from 3/9/2018 to 3/9/2018]																											
253	Parallel support	2/19/2018	[Gantt bar from 2/19/2018 to 2/19/2018]																											
254	Final Internal support sign-off	3/9/2018	[Gantt bar from 3/9/2018 to 3/9/2018]																											
255	Knowledge Acquisition	1/22/2018	[Gantt bar from 1/22/2018 to 1/22/2018]																											
256	Common Business Overview	2/5/2018	[Gantt bar from 2/5/2018 to 2/5/2018]																											
257	Application overview	2/5/2018	[Gantt bar from 2/5/2018 to 2/5/2018]																											
258	Demo of Application	2/5/2018	[Gantt bar from 2/5/2018 to 2/5/2018]																											
259	Common Technical Overviews	1/22/2018	[Gantt bar from 1/22/2018 to 1/22/2018]																											
260	Application Technical & Architecture Overviews	1/22/2018	[Gantt bar from 1/22/2018 to 1/22/2018]																											
261	Database structure	2/26/2018	[Gantt bar from 2/26/2018 to 2/26/2018]																											
262	Interfaces	3/12/2018	[Gantt bar from 3/12/2018 to 3/12/2018]																											
263	Production Support Overview	1/22/2018	[Gantt bar from 1/22/2018 to 1/22/2018]																											
264	Task Overview and Support	1/22/2018	[Gantt bar from 1/22/2018 to 1/22/2018]																											

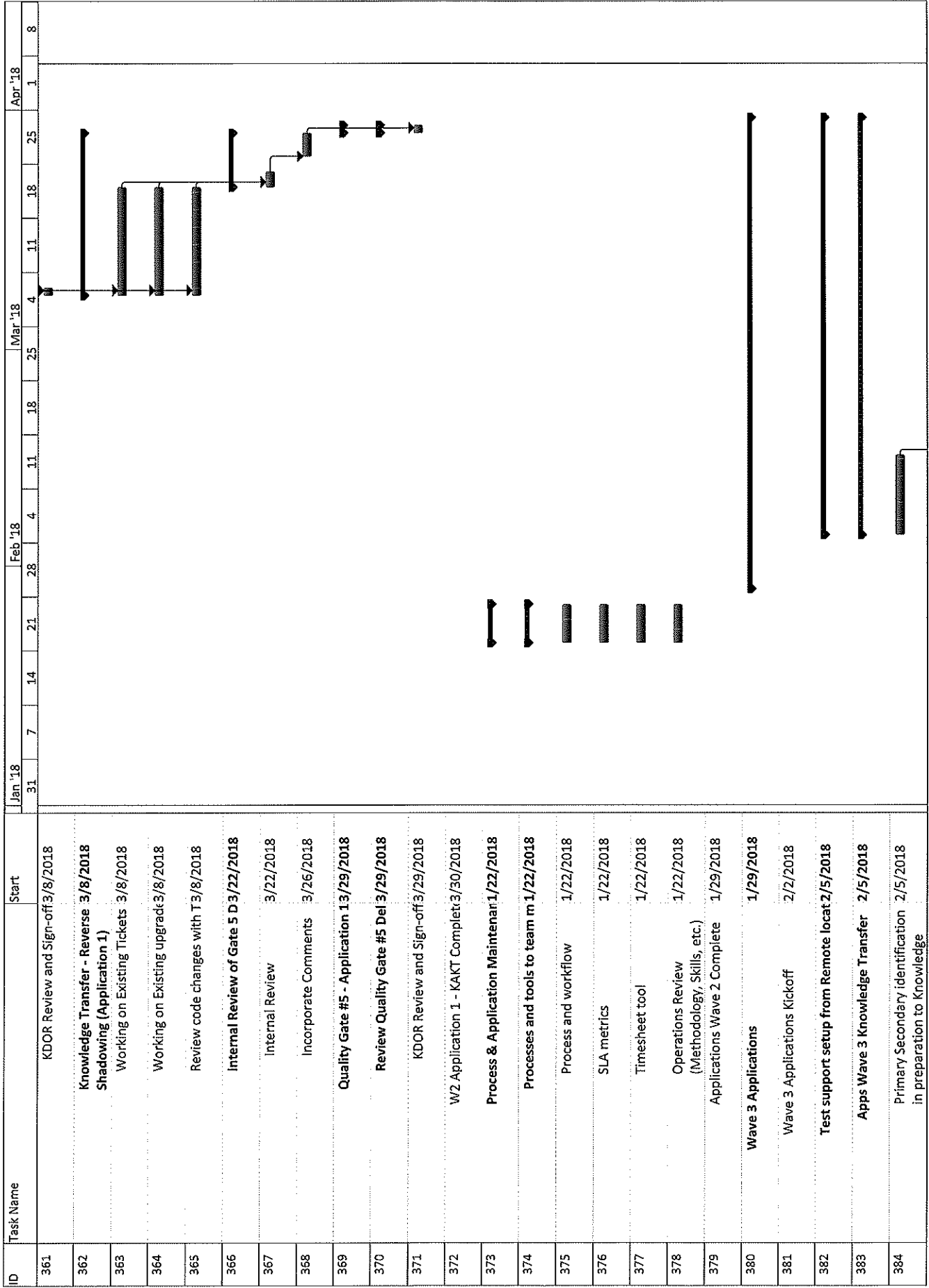
ID	Task Name	Start	Jan '18			Feb '18			Mar '18			Apr '18				
			31	7	14	21	28	4	11	18	25	4	11	18	25	1
265	Database Environments and	2/12/2018														
266	Job Flow	2/12/2018														
267	Scheduled Tasks, Criticality Details, Interface Control	2/12/2018														
268	History Information, Common and Recurring	2/12/2018														
269	Application Startup, Monitoring Process and	2/12/2018														
270	Database Monitoring	2/12/2018														
271	Process and Contingency	2/12/2018														
272	Review Releases, Execution Plans and Upgrades	2/12/2018														
273	UAT Testing	2/12/2018														
274	Security and Access, Password Management	2/12/2018														
275	Review Documentation Upd	2/12/2018														
276	Production Support Overview	3/5/2018														
277	Internal Review of KA Document	1/22/2018														
278	Internal Review	1/22/2018														
279	Incorporate Comments	1/22/2018														
280	Quality Gate #3 - Wave 1 - (by	2/22/2018														
281	Review Quality Gate #3 Del	2/22/2018														
282	KDOR Review	2/22/2018														
283	Vendor to Incorporate Review Comments	2/23/2018														
284	KDOR Sign-off	3/1/2018														
285	Knowledge Transfer - Shadowing (Application 1)	2/22/2018														
286	Working on Existing Tickets	2/22/2018														
287	Working on Existing upgrad	2/22/2018														
288	Reviewing Past Tickets	2/22/2018														
289	Internal Review of Gate 4	3/8/2018														

ID	Task Name	Start	Jan '18	Feb '18	Mar '18	Apr '18							
			31	7	14	21	28	4	11	18	25	1	8
289	Internal Review	3/8/2018											
290	Incorporate Comments	3/9/2018											
291	Quality Gate #4 - Application 13/12/2018												
292	Review Quality Gate #4 Del 3/12/2018												
293	KDOR Review and Sign-off	3/12/2018											
294	Knowledge Transfer - Reverse Shadowing (Application 1)	3/12/2018											
295	Working on Existing Tickets	3/12/2018											
296	Working on Existing upgrade	3/12/2018											
297	Review code changes with T	3/12/2018											
298	Internal Review of Gate 5	3/21/2018											
299	Internal Review	3/21/2018											
300	Incorporate Comments	3/23/2018											
301	Quality Gate #5 - Application 13/28/2018												
302	Review Quality Gate #5 Del 3/28/2018												
303	KDOR Review and Sign-off	3/28/2018											
304	W1 Application 1 - KAKT Complete	3/28/2018											
305	Process & Application Maintenance	3/26/2018											
306	Processes and tools to team	3/26/2018											
307	Process and workflow	3/26/2018											
308	SLA metrics	3/26/2018											
309	Timesheet tool	3/26/2018											
310	Operations Review (Methodology, Skills, etc.)	3/26/2018											
311	Applications Wave 1 Complete	3/30/2018											
312	Wave 2 Applications	1/8/2018											



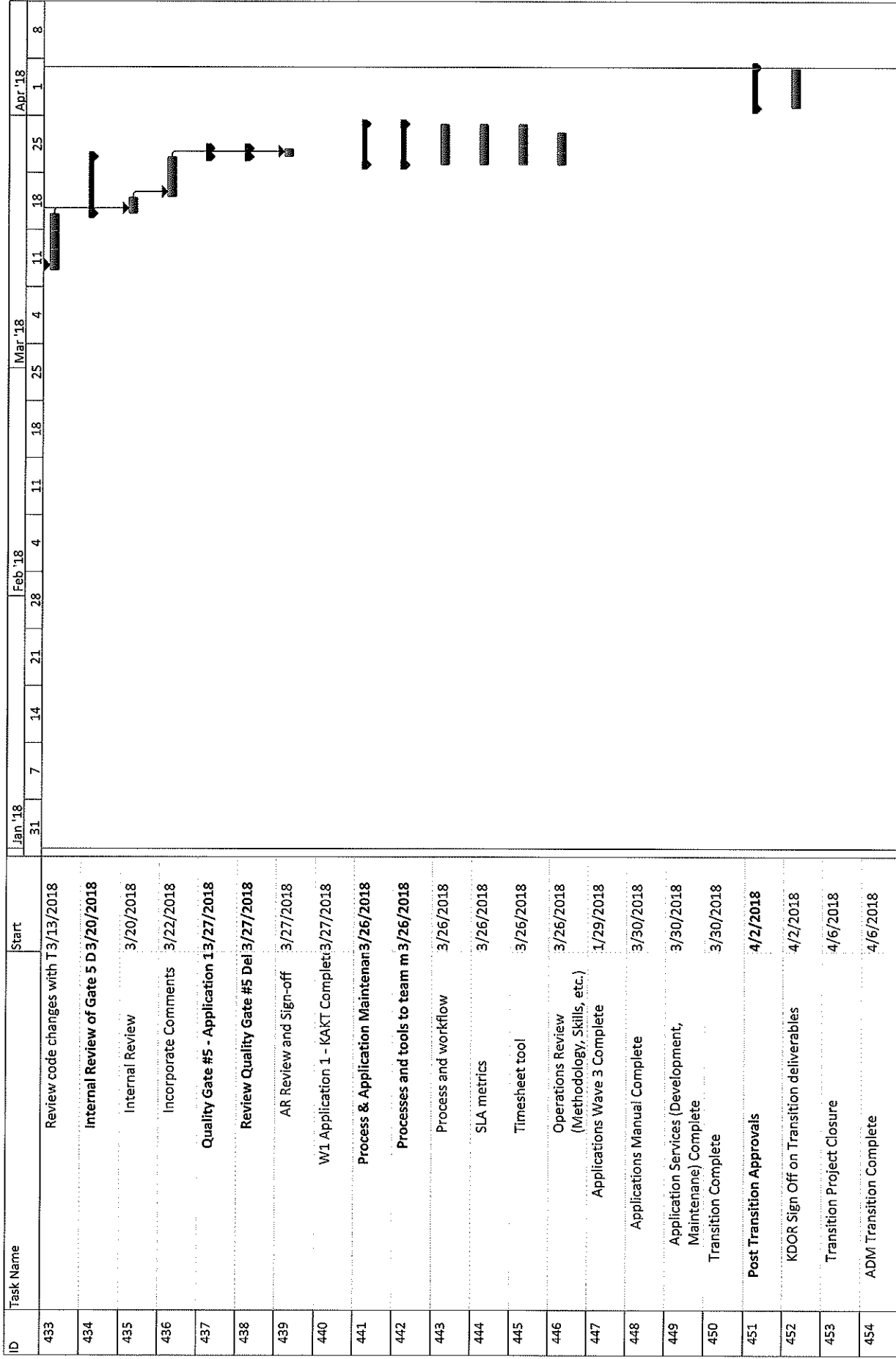
ID	Task Name	Start	Jan '18			Feb '18			Mar '18			Apr '18	
			31	7	14	21	28	4	11	18	25	1	8
313	Wave 2 Applications Kickoff	1/19/2018											
314	Test support setup from Remote locat	1/8/2018											
315	Apps Wave 2 Knowledge Transfer	1/8/2018											
316	Primary Secondary identification in preparation to Knowledge	2/5/2018											
317	For each application	2/19/2018											
318	Application Overview & Docum	2/19/2018											
319	Knowledge transfer / Hands-on	2/28/2018											
320	Knowledge transfer sign-off	3/13/2018											
321	Parallel support	3/14/2018											
322	Final Internal support sign-off	3/20/2018											
323	Knowledge Acquisition	1/8/2018											
324	Common Business Overview	1/8/2018											
325	Application overview	1/8/2018											
326	Demo of Application	1/22/2018											
327	Common Technical Overviews	1/29/2018											
328	Application Technical & Architecture Overviews	1/29/2018											
329	Database structure	2/12/2018											
330	Interfaces	2/26/2018											
331	Production Support Overview	2/6/2018											
332	Task Overview and Support	2/6/2018											
333	Database Environments and	2/13/2018											
334	Job Flow	2/13/2018											
335	Scheduled Tasks, Criticality Details, Interface Control	2/13/2018											
336	History Information, Common and Recurring	2/13/2018											





ID	Task Name	Start	Jan '18							Feb '18							Mar '18							Apr '18												
			31	7	14	21	28	4	11	18	25	4	11	18	25	1	8	15	22	29	5	12	19	26	2	9	16	23	30	6	13	20	27	4	11	18
385	For each application	2/15/2018	[Gantt bar from 2/15/18 to 3/15/18]																																	
386	Application Overview & Docum	2/15/2018	[Gantt bar from 2/15/18 to 3/15/18]																																	
387	Knowledge transfer / Hands-on	3/1/2018	[Gantt bar from 3/1/18 to 3/15/18]																																	
388	Knowledge transfer sign-off	3/15/2018	[Gantt bar from 3/15/18 to 3/29/18]																																	
389	Parallel support	3/15/2018	[Gantt bar from 3/15/18 to 3/29/18]																																	
390	Final Internal support sign-off	3/29/2018	[Gantt bar from 3/29/18 to 4/12/18]																																	
391	Knowledge Acquisition	2/12/2018	[Gantt bar from 2/12/18 to 3/12/18]																																	
392	Common Business Overview	2/12/2018	[Gantt bar from 2/12/18 to 3/12/18]																																	
393	Application overview	2/12/2018	[Gantt bar from 2/12/18 to 3/12/18]																																	
394	Demo of Application	2/26/2018	[Gantt bar from 2/26/18 to 3/12/18]																																	
395	Common Technical Overviews	2/12/2018	[Gantt bar from 2/12/18 to 3/12/18]																																	
396	Application Technical & Architecture Overviews	2/12/2018	[Gantt bar from 2/12/18 to 3/12/18]																																	
397	Database structure	2/26/2018	[Gantt bar from 2/26/18 to 3/12/18]																																	
398	Interfaces	3/12/2018	[Gantt bar from 3/12/18 to 4/12/18]																																	
399	Production Support Overview	2/12/2018	[Gantt bar from 2/12/18 to 3/12/18]																																	
400	Task Overview and Support	2/12/2018	[Gantt bar from 2/12/18 to 3/12/18]																																	
401	Database Environments and	2/19/2018	[Gantt bar from 2/19/18 to 3/12/18]																																	
402	Job Flow	2/19/2018	[Gantt bar from 2/19/18 to 3/12/18]																																	
403	Scheduled Tasks, Criticality	2/19/2018	[Gantt bar from 2/19/18 to 3/12/18]																																	
404	Details, Interface Control	2/19/2018	[Gantt bar from 2/19/18 to 3/12/18]																																	
405	Common and Recurring	2/19/2018	[Gantt bar from 2/19/18 to 3/12/18]																																	
406	Application Startup, Monitoring	2/19/2018	[Gantt bar from 2/19/18 to 3/12/18]																																	
407	Database Monitoring Process and Contingency	2/19/2018	[Gantt bar from 2/19/18 to 3/12/18]																																	
408	Review Releases, Execution Plans and Upgrades	2/19/2018	[Gantt bar from 2/19/18 to 3/12/18]																																	
408	UAT Testing	2/19/2018	[Gantt bar from 2/19/18 to 3/12/18]																																	

ID	Task Name	Start	Jan '18	Feb '18	Mar '18	Apr '18
409	Security and Access, Password Management	2/19/2018				
410	Review Documentation Upd	2/19/2018				
411	Production Support Overview	3/2/2018				
412	Internal Review of KA Document	2/19/2018				
413	Internal Review	2/19/2018				
414	Incorporate Comments	2/21/2018				
415	Quality Gate #3 - Wave 1 - (by 2/23/2018)					
416	Review Quality Gate #3 Del	2/23/2018				
417	KDOR Review	2/23/2018				
418	Vendor to Incorporate Review Comments	2/26/2018				
419	KDOR Sign-off	2/27/2018				
420	Knowledge Transfer - Shadowing (Application 1)	2/23/2018				
421	Working on Existing Tickets	2/23/2018				
422	Working on Existing upgrad	2/23/2018				
423	Reviewing Past Tickets	2/23/2018				
424	Internal Review of Gate 4 D	3/9/2018				
425	Internal Review	3/9/2018				
426	Incorporate Comments	3/12/2018				
427	Quality Gate #4 - Application	13/13/2018				
428	Review Quality Gate #4 Del	3/13/2018				
429	KDOR Review and Sign-off	3/13/2018				
430	Knowledge Transfer - Reverse Shadowing (Application 1)	3/13/2018				
431	Working on Existing Tickets	3/13/2018				
432	Working on Existing upgrad	3/13/2018				



## TECHNICAL SERVICES STATEMENT OF WORK No. 1

### Schedule 2.3 – Transition-In Plan

#### 1. Service Description

Transition Services are a set of processes, methodologies and tools to transition KDOR's Application Services to CGI's technical services. The focus of transition services is minimizing and eliminating disruption, risk, impact or degradation of Services to, or disruption to the business of, KDOR.

Transition Services consist of the activities outlined below, which occur over a period of three (3) months from Effective Date. :

- **Governance Framework** – Implementing the governance structure along with roles and responsibilities as described in Schedule 4.2 (Governance).
- **Operational Framework (Procedures Manual)** – Consolidate and enhance useful existing processes to build effective operating guidelines. Operational Framework (OF) is CGI's strategic methodology to define and communicate the policies, procedures, division of responsibilities, and work instructions required for the effective delivery of services. The OF shall cover the items listed in Appendix 4.
- **Outsourcing service model** – Establish the U.S-based local and remote delivery model and stand-up the delivery organization.
- **Human Resources** – Selective rehiring of KDOR resources, CGI reassignments, and external recruiting.
- **Work environment and support functions** – Plan, prepare and provision the hardware, space, security and logistics for the transition.
- **Communications** – Focus on development and execution of a joint communication strategy and reporting to all stakeholders.

#### 2. Transition Tracking

CGI shall monitor the progress of Transition Services as described below.

##### Transition Program Tracking

Under the Transition Manager's direction CGI shall track and report the following aspects to the Governance Committees on a weekly basis.

- The progress of the work underway
- The status of deliverables-in-progress in relation to the established detailed plan
- The status of approved deliverables
- Escalated issues
- Potential risks to the project

**Transition Schedule**

CGI shall track the transition activities through a Transition Schedule and Work Breakdown Structure (WBS) document. A draft version of the Transition Schedule is attached in Appendix 1 which will be refined jointly by both parties before the Effective Date. Critical Milestones within the Transition Schedule are below.

<b>Critical Milestone</b>	<b>Critical Milestone Description</b>
Contract signed	Authorized executives approved and signed the contract to begin work
Transition activities begin	CGI will begin the transition activities
Approved Transition Schedule	Transition Schedule (WBS) needs to be reviewed and approved by KDOR within ten (10) business days of Effective Date
Wave 1 Complete	Wave 1 includes applications as described in Appendix 2
Wave 2 Complete	Wave 2 includes applications as described in Appendix 2
Wave 3 Complete	Wave 3 includes applications as described in Appendix 2
Governance established	Create the Governance Committees and establish meetings schedules
Operations Framework	Operations framework created, reviewed and approved
Resources rehired	Selected resources have been hired by CGI
Work environment established	Resources provided with equipment and connectivity
Communications completed	Communications strategy defined, completed and implemented
Transition Complete	All Waves completed, Quality Gates attained

**3. Knowledge Transfer Approach**

Knowledge Transfer of Application Services from KDOR to CGI resources occurs in the form of three Waves as per attachment in Appendix 2. The duration of each Wave depends on:

- The size of the in-scope applications
- The complexity of the in-scope applications
- The availability of resources from KDOR

During the Knowledge Transfer, the knowledge is transferred from the knowledge sender (existing KDOR resource) to the knowledge receiver (resources from CGI) based on the following principles:

- **Observe:** the knowledge receiver observes the knowledge sender.
- **Participate:** the knowledge receiver acquires knowledge about the application and the activities by participating



- **Perform:** the knowledge receiver performs the activities under the guidance of the knowledge sender

The following are the steps in the knowledge transfer process:

<i>Step</i>	<i>Knowledge Sender</i>		<i>Knowledge Receiver</i>
1	Inform	→	Listen
2	Review	←	Document
3	Do Work	↔	Observe
4	Instruct	→	Participate
5	Approve	↔	Perform
6	Validate	↔	Review Work

CGI leverages one or more of the below techniques for effective knowledge transfer:

- Formal training when available
- Learning from Job-Aids / run books
- Assimilation sessions with business and technical resources
- Past Incident resolution reviews
- Shadow techniques
- Document reviews
- Reverse engineering
- Code review and mining
- Play-back sessions from knowledge receiver back to knowledge sender
- Fix sample issues and implement enhancements
- Assimilation document preparation

### Quality Gates

During knowledge transition CGI will collaborate with KDOR to complete six (6) Quality Gates as described below to document the application details in an Assimilation Document for each Wave. Both parties will use attached draft check list in Appendix-3 to determine the Quality Gate attainment.

- Quality Gate # 1 (QG # 1): Transition Planning exit
- Quality Gate # 2 (QG # 2): Knowledge Assimilation – Interim
- Quality Gate # 3 (QG # 3): Knowledge Assimilation – Final – Exit
- Quality Gate # 4 (QG # 4): Knowledge Transfer Shadow – exit

- Quality Gate # 5 (QG # 5): Knowledge Transfer Reverse Shadow – exit
- Quality Gate # 6 (QG # 6): Stabilization exit and entry to steady state

#### **4. Assumptions**

The following are the assumptions identified by CGI:

- KDOR will provide the business constraints and business peak periods so that CGI can do effective planning, establish reasonable freeze periods and deliver the services at the required service levels.
- KDOR will provide all currently utilized development software for CGI resources. KDOR will own all the software licenses.
- All parties involved in this transition will work effectively towards achieving the transition within 3 months or a mutually agreed upon schedule developed in advance of the effective date of the transition.
- KDOR will assign a Transition Coordinator for the Application Services transition
- CGI has access to KDOR's application owners and subject matter experts during Knowledge Transfer
- Access to the KDOR's network is available by the first week of transition, access pending KDOR on-boarding and background checks.
- KDOR office space will be made available for CGI onsite resources

### **Appendix 1 – Transition Schedule**

The following is representative of a typical transition schedule. The actual transition schedule will be developed in advance of the effective date of the transition.

See "KDOR TS SOW - Schedule 2.3 - Appendix 1 - KDOR ADM Transition - Final.mpp"

**Appendix 2 – Wave Planning**

The following is representative of a wave planning and quality gates. The actual schedule will be developed in advance of the effective date of the transition.

Wave	Cluster	Month 1				Month 2				Month 3				
		W0	W1	W2	W3	W4	W5	W6	W7	W8	W9	W10	W11	W12
1	ATP Apps	Q1	KA	KA/Q2	KA	KA/Q3	KT-S	KT-S	KT-S	KT-S/Q4	R-KT	R-KT/Q5	ST	ST/Q6
3	Channel Apps	Q1	Q1	Q1	Q1	KA	KA/Q2	KA/Q3	KT-S	KT-S	KT-S/Q4	R-KT	R-KT/Q5	ST/Q6
3	Collections	Q1	Q1	Q1	Q1	KA	KA/Q2	KA/Q3	KT-S	KT-S	KT-S/Q4	R-KT	R-KT/Q5	ST/Q6
3	Compliance	Q1	Q1	Q1	Q1	Q1	Q1	KA/Q2	KA/Q3	KT-S	S	KT-S/Q4	R-KT/Q5	ST/Q6
2	Legacy	Q1	Q1	Q1	Q1	KA	KA/Q2	KA/Q3	KT-S	KT-S	KT-S/Q4	R-KT	R-KT/Q5	ST/Q6
2	BA	Q1	Q1	Q1	KA	KA/Q2	KA/Q3	KT-S	KT-S	KT-S	KT-S/Q4	R-KT	R-KT/Q5	ST/Q6
2	QA	Q1	Q1	Q1	Q1	KA	KA/Q2	KA/Q3	KT-S	KT-S	KT-S/Q4	R-KT	R-KT/Q5	ST/Q6
2	Corr	Q1	Q1	Q1	Q1	KA	KA/Q2	KA/Q3	KT-S	KT-S	KT-S/Q4	R-KT	R-KT/Q5	ST/Q6
1	E-Commerce	Q1	KA	KA/Q2	KA	KA/Q3	KT-S	KT-S	KT-S	KT-S/Q4	R-KT	R-KT/Q5	ST	ST/Q6
3	Admin Activities	Q1	Q1	Q1	Q1	Q1	Q1	KA	KA/Q3	S	S	KT-S/Q4	R-KT/Q5	ST/Q6

KEY FOR TRANSITION - KA/KT:	
Q1	Transition Planning - Quality Gate 1
KA/Q2	KA - Interim - Quality Gate 2
KA	KnowledgeAssimilation
KA/Q3	KA - Final - Quality Gate 3
KT-S	Knowledge Transfer - Shadow
KT-S/Q4	KT - Shadow Final - Quality Gate 4
R-KT	Reverse - KT
R-KT/Q5	R-KT - Quality Gate 5
ST	Stabilization
ST/Q6	Stabilization Final - Quality Gate 6
	Steady State

**Appendix 3 – Quality Gate (Draft sample)**

The Quality Gate sample checklist is attached.



KDOR Applications -  
Quality Gate Review :

**Appendix 4 – Operational Framework**

The following is the Table of Contents for the operation framework which is documented during the transition phase:

<b>Table of contents</b>		<b>Section description</b>
Introduction Overview Distribution Process Operational Framework Change Process		The section includes a description of the processes, workflow, and activities required. The final document will reflect the current situation of the contract, describing all necessary aspects surrounding service delivery.
Service Definitions Client Description CGI Services Terms of the Contract Statements of Work		This section describes the Program, the services that the CGI Team will provide, the contract terms, and Statements of Work already defined during the proposal and contract negotiation phases.
Services Management Structure Organization Chart Roles and Responsibilities		This section contains CGI Team and Program organization charts, with all roles and responsibilities defined.
Services Management Processes		This section represents the heart of the document and describes how the CGI Team fulfills the contract. The description focuses on how the Team will deliver the services as specified and manage projects, quality, and change within contract and service level agreements.
Contract and Service Level Agreement Incident Management Project Management Quality Management Contingency Management	Service Delivery Management Processes Process Flow Legend High Level Process Flow Management Processes (Diagrams, Work Instructions)	
Communication Processes Communication Contacts Meetings Escalation Procedure(s) Telephone and Email List		This section identifies the communication processes, procedures and interfaces to be used.
Service Management Information Service Review Meetings Common Service Levels General Service Coverage Performance Monitoring and Tuning Service Levels Service Details		This section offers service management information: key details found in the service level agreement(s), service review meetings that are required, the common (or specific) service levels that apply, the performance monitoring that will occur, and service descriptions.

<b>Table of contents</b>	<b>Section description</b>
Appendices	Possible appendices include these: Comprehensive glossary Detailed explanations of all services and their respective service level agreement(s) by service, department or functional area List of all supported software, applications, business groupings, products, platforms or schedules related to the services provided List of forms and templates Description of the tools, schemas, and screen layouts required for service delivery

**TECHNICAL SERVICES STATEMENT OF WORK No. 1**  
**Schedule 2.4 – Service Level Agreement (SLA) Framework**

**1.0 INTRODUCTION**

- 1.1** This Schedule 2.4 sets out how SLAs and Key Performance Indicators (KPIs) are managed and reported, what constitutes a default of an SLA, and the methodology for baselining new SLAs and KPIs to determine the applicable SLA and KPI percentage.
- 1.2** All references in this Schedule to articles, sections and attachments shall be to this Schedule, unless another reference is provided. Terms used in this Schedule with initial capitalized letters but not defined in this Schedule shall have the respective meanings set forth in as applicable in the Base Terms and Conditions, Technical Services Statement of Work No. 1, or any Schedule, Exhibits or Attachments thereto.
- 1.3** Schedule 2.4.1 lists and describes the metrics for each SLA and KPI and may be updated from time to time, in accordance with the Change Control Procedures, as necessary, after SLAs and KPIs are modified, deleted or added.
- 1.4** Subject to Section 7, CGI will perform the Services to meet or exceed the applicable SLAs and KPIs that are in effect at the time the Services are performed.
- 1.5** The achievement of SLA and KPI percentages by CGI may require the coordinated, collaborative effort of CGI with KDOR (and its Other Service Providers). CGI shall provide a single point of contact for the prompt resolution of all SLA Defaults, but shall not be responsible for failure to reach SLA percentages to the extent resulting from failures or delays by KDOR or its Other Service Providers.
- 1.6** SLAs and KPI's will be measured on a monthly basis unless otherwise specified in Schedule 2.4.1.

**2.0 DEFINITIONS**

**“Actual Uptime”** means, of the Scheduled Hours, the aggregate amount of time in any month during which the required service and/or function is fully available for use. For purposes of calculating Actual Uptime and Availability, the Scheduled Uptime and Downtime shall not include any period of Downtime that is the result of scheduled time required to perform system maintenance (for example, preventive maintenance, system upgrades, etc.), provided that such time has been mutually agreed between the Parties and is scheduled so as to minimize the impact to KDOR business. CGI shall maintain Availability during such periods to the extent reasonably practicable.

**“Amount at Risk”** is, with respect to SLAs each month, an amount equal to ten percent (10%) of the monthly Base Charges indicated on a CGI invoice (not including taxes and expenses).

**“Application Availability”** has the meaning specified in Schedule 2.4.1.

**“Application Investment”** means a reasonable investment by KDOR to address material stability issues as determined by a Root Cause Analysis.

**“Application Major Upgrade”** means an Applications Development Project for the implementation of a major functionality upgrade of an In-Scope Application.



**“Application Services”** has the meaning specified in Schedule 2.

**“Application Stabilization”** means an Applications Development Project for stabilization of an In-Scope Application.

**“Baselined SLA”** has the meaning ascribed to it in Schedule 2.4.1.

**“Baselining Period”** is the 9-month period after transition completion date.

**“Baselining Process”** means the process specified in Section 3.1.1 of this Schedule 2.4.

**“Downtime”** means periods during which an In-Scope Application is not operational. “Downtime” may be “Schedule Downtime” (as when the In-Scope Application is brought down according to plan for maintenance activities or “Unscheduled Downtime” (as when the In-Scope Application ceases to be operational as the result of an unplanned Incident or Error).

**“Earnbacks”** are performance credits earned by CGI to offset Service Level Credits.

**“Effective Date”** has the meaning specified in Schedule 1.

**“Error”** means a software or hardware issue that arises unexpectedly that causes the Managed Applications to not function as per the approved requirement and design.

**“Escalation”** means the level of management to which an Error will be escalated in the event that CGI misses either a Response Time or a Time to Workaround deadline in respect of that Error indicated by the length of time indicated in the Escalation column for such Escalation level.

**“Existing”** means an SLA that has been documented, measured and reported prior to the Effective Date.

**“Incident”** means a deviation from normal operations in the performance of the Managed Applications. Incidents are classified as to severity in accordance with Section 8 of this Schedule 2.4.

**“Interim SLA”** has the meaning ascribed to it in Schedule 2.4.1.

**“KDOR Service Desk”** means the help desk that KDOR personnel, their associates and citizens reach out for information technology related issues.

**“KPI Percentage”** means the service level percentage indicated for a KPI in Schedule 2.4.1, which may be a Pre-Agreed KPI Percentage or which may be established by the Baselining Process. As indicated in Schedule 2.4.1, the measurement may not always be expressed as a percentage.

**“KPI”** is a key performance indicator of a service that is tracked, reported on a predefined interval and is NOT subject to Service Level Credits and Earnbacks.

**“Maintenance Services”** means the Application Maintenance and Support Services as defined in Schedule 2 (Detailed Application Services Description) of the Technical Services Statement of Work No. 1.

**“Major Legislative Release”** means a Major Enhancement, as defined in Schedule 2, to address legislative or regulatory changes.

**“Pre-Agreed KPI Percentage”** means a KPI Percentage that is mutually agreed and documented in Schedule 2.4.1 as of the Effective Date.

**“Pre-Agreed SLA Percentage”** means an SLA Percentage that is mutually agreed and documented in Schedule 2.4.1 as of the Effective Date.

**“Problem”** means a cause of one or more related Incidents.

**“Response Time”** means: (i) in the event that KDOR first identifies an Error and notifies CGI of such Error, the time period following the receipt of such notice by CGI within which CGI must deliver a response to KDOR confirming that CGI received such notice; and (ii) in the event that CGI first identifies an Error, the time period following such identification within which CGI must deliver a notice to KDOR informing KDOR of such Error.

**“Quarterly Release”** means a scheduled quarterly release of one or more enhancements for In-Scope Applications.

**“Root Cause Analysis”** or **“RCA”** means a systematic process for identifying root causes of problems or events and document recommended approach or solutions to reduce the occurrences or prevent the problem in future.

**“Scheduled Hours”** means twenty-four (24) hours each day of the year.

**“Scheduled Uptime”** means periods during which it is planned for In-Scope Applications to be operational.

**“Service Level Credit”** or **“SLC”** means an amount to be credited by CGI to KDOR for an SLA Default in a given month.

**“SLA Default”** has the meaning ascribed to it in Section 4.2.1.

**“SLA Percentage”** means the service level percentage indicated for an SLA in Schedule 2.4.1, which may be a Pre-Agreed SLA Percentage or which may be established by the Baselining Process. As indicated in Schedule 2.4.1, the measurement may not always be expressed as a percentage.

**“SLA”** is a service level that is tracked, reported on a predefined interval and is subject to Service Level Credits and Earnbacks.

**“Time to Workaround”** means the mutually agreed time within which CGI will provide a Workaround to address an Incident or Error.

**“Vendor Release”** means the implementation of a vendor release addressing material stability issues.

**“Weighted Percentage”** is a percentage valuation factor assigned to each SLA.

**“Workaround”** means a temporary modification of, addition to or deletion from the application that bypasses a Problem and enables the application to conform to and materially perform in accordance with the application specifications.

### **3.0 Service Level Process**

#### **3.1 New SLA and KPI Baselining**

##### **3.1.1 Baselining Process**

The Parties agree that the process specified in this Section 3.1.1 will apply to SLAs and KPIs identified as “New” in Schedule 2.4.1, except as otherwise indicated in Schedule 2.4.1, for the purposes of establishing the SLA and KPI Percentage for each (the **“Baselining Process”**):

**3.1.1.1 Baselining New Application SLAs and KPIs:** As soon as possible following the transition completion date and, in all events, by no later than three (3) months following such date, KDOR and CGI will implement the basic tracking and measurement tools agreed to by the Parties for each “New” Application

SLAs and KPIs (the "**Basic Applications Availability Monitoring Tools**"). CGI shall notify KDOR when each such tool is implemented. As of each such implementation date, CGI will track and measure its performance of the Application Services, monthly, as against all such "New" Application SLAs and KPIs, for the Baselining Period.

**3.1.1.2 Establishment and Notification of New Baselined SLA and KPI Percentages:** For each New Applications SLA and KPI, the corresponding SLA and KPI Percentage will be established as follows: the highest and lowest monthly measures of the performance of the Services as against the applicable SLA obtained during the Baselining Period will be discarded and the remaining monthly measures will be averaged (the "**Baselined SLA Percentage**" or "**Baselined KPI Percentage**"). CGI will notify KDOR of the Baselined SLA Percentage and KPI Percentage for each New Applications SLA and KPI within thirty (30) days following the Baselining Period.

**3.1.1.3 Effective Date of New Applications SLA and KPI and Baselined SLA and KPI Percentages:** Each New Applications SLA and KPI, together with its applicable Baselined SLA and KPI Percentage, shall be effective, for the purposes of Section 4, as of the beginning of the first full month following the completion of the applicable Baselining Period, except as otherwise indicated in Schedule 2.4.1.

**3.1.2 Changes to or Additions of SLAs and KPIs after Effective Date**

Each Party may request not more than one change to each of the SLAs during each Contract Year. Changes to (or additions of) Applications SLAs or KPI's after the Effective Date shall be subject to the Change Control Process. All changed or added Applications SLAs and KPIs shall be subject to the Baselining Process.

**3.1.3 Changes to SLA or KPI Measurement Tools**

After the Effective Date, changes to the measurement tools indicated in Schedule 2.4.1 or the Basic Applications Availability Monitoring Tools shall be subject to the Change Control Process.

**3.1.4 New Measurement Tools Required by Changes or Additions Requested by KDOR**

From time to time, if new measurement agents or licenses are required to be deployed with respect to the In-Scope Applications, such agents or licenses shall be procured by KDOR.

**3.2 Re-Baselining Process**

**3.2.1 Applications SLAs or KPIs**

At KDOR' option, the SLA Percentages or KPI Percentages for all Baselined SLAs or KPIs for Applications Services listed in Schedule 2.4.1 of this Schedule shall be re-baselined (except as otherwise indicated in Schedule 2.4.1) in accordance with Sections 3.1.1 if any of the following occur (a "Re-Baselining Trigger"):

**3.2.1.1 Application Major Upgrade;** or

**3.2.1.2 Application Stabilization;** or

**3.2.1.3 Application Investments;** or

**3.2.1.4 Vendor Releases.**

**4.0 SLA CREDITS & EARNBACK METHODOLOGY**

**4.1 SLA Weighting**

**4.1.1** As of the Effective Date, the Weighted Percentages for SLAs are indicated in Schedule 2.4.1. Changes to Weighted Percentages for SLAs may not be requested more than once per Contract Year and shall be subject to the Change Control Process.

**4.1.2** The sum of the SLA Weighted Percentages shall not exceed One hundred and twenty five percent (125%).

**4.1.3** A Weighted Percentage for each SLA shall be no less than five (5%) percent and no more than twenty five (25%) percent.

**4.2 Identification of Defaults & Service Level Credits**

**4.2.1 Identification and Reporting of SLA Defaults:** For each month of the Term, except as otherwise indicated in Schedule 2.4.1, CGI will notify KDOR if a SLA Percentage for any SLA in effect has not been achieved (an "SLA Default").

**4.2.2 Service Level Credits:** Service Level Credits only apply to SLAs.

**4.2.3 Calculation of Service Level Credits:** In the event of an SLA Default which is not excused under Section 7, a Service Level Credit shall be due, which shall be calculated as follows:

$$SLC = A \times B \times C$$

Where:

A = the invoiced Fees for the applicable month

B = the Amount at Risk

C = the applicable SLA Weighted Percentage

For example,

- assume that an SLA Default occurs in respect of SLA 1 in Month 5
- assume that CGI's fees (net of taxes and expenses) for Month 5 were \$1,000,000
- assume SLA 1 has a SLA Weighted Percentage of 15%
- the Amount at Risk is fixed at 10%

Therefore,

- A = \$1,000,000
- B = 10%
- C = 15%

And, therefore, the Service Level Credit (SLC) in Month 5 for SLA 1 is:

SLC = \$15,000 (i.e. \$1,000,000 x 0.10 x 0.15)

- 4.2.4 Reconciliation of Service Level Credits:** The total of any Service Level Credits due to KDOR by CGI in respect of any given month shall be tracked and accrued monthly and reconciled against Earnbacks at the end of a Contract Year. Any net Service Level Credits due to KDOR after reconciliation shall be applied against the invoiced amounts due to CGI as indicated on CGI's next applicable invoice.
- 4.2.5 Multiple SLA Defaults:** Subject to Section 4.2.7, if more than one SLA Default has occurred in a single month, the sum of the corresponding Service Level Credits shall be accrued.
- 4.2.6 Service Level Credits Cap:** Notwithstanding anything to the contrary, the sum of all Service Level Credits due in any given month is capped at the Amount at Risk.
- 4.2.7 Single Incident Causing Multiple SLA Defaults:** If a single incident results in multiple SLA Defaults, KDOR shall have the right to select only one SLA for which it shall be entitled to receive a Service Level Credit. (For clarity, KDOR shall not be entitled to a Service Level Credit for any other SLA Defaults except the one chosen.)

#### **4.3 Earnback**

- 4.3.1** Earnbacks are only calculated on SLAs for which a Service Level Credit has accrued.
- 4.3.2** If, in the three (3) consecutive months immediately following a SLA Default, CGI's performance meets or exceeds the SLA Percentage for the applicable SLA, CGI shall receive an Earn back equal to 100% of the Service Level Credit for such SLA. The three (3) consecutive months may occur over two (2) different Contract Years.

#### **5.0 SERVICE LEVEL REPORTING & MANAGEMENT**

- 5.1 Reports:** Within ten (10) working days of the end of each calendar month, CGI shall deliver to KDOR service level reports as are mutually agreed by the Parties.
- 5.2 Supporting Information in Reports:** CGI shall provide detailed supporting information in a report to KDOR in machine-readable form mutually agreed upon by both Parties. The KDOR data and detailed supporting information shall be KDOR's Confidential Information. Where technically feasible KDOR may access such information online at any time during the Term.
- 5.3 Service Level Annual Review:** As part of CGI's annual planning review process, CGI will work with KDOR to review the previous year's IT management functions and performance of the Services relative to the SLAs and KPIs.

#### **6.0 SLA OR KPI DEFAULTS**

##### **6.1 Problem Escalation for SLA Defaults**

- 6.1.1** Promptly and, unless otherwise agreed in writing by KDOR, in any event no later than ten (10) Business Days after the earlier of: (i) CGI's discovery of an SLA Default; or (ii) CGI's receipt of notice from KDOR regarding such SLA Default; CGI shall, at its sole cost and expense: (A) perform a Root Cause Analysis (an "RCA") to attempt to identify the cause of such SLA Default and (B) provide KDOR with a written report detailing the cause of such SLA Default, if a cause was successfully identified.

- 6.1.2 To the extent that the RCA indicates that KDOR (or one of its Other Service Providers) was solely the cause of the SLA Default, KDOR shall reimburse CGI for the cost of performing such RCA.
- 6.1.3 Following the completion of an RCA, if the RCA indicates that CGI was the cause of the SLA Default, then, CGI shall provide a corrective action plan to KDOR within 10 business days following the completion of the RCA, which plan shall be subject to KDOR prior written approval. To the extent the RCA indicates that KDOR (or one of its Other Service Providers) was the sole cause of the SLA Default, then the corrective action plan shall be deemed to be a recommendation for KDOR internal consideration. The corrective action plan shall at a minimum include:
  - 6.1.3.1 the planned actions and the related key milestones by which such actions will be completed;
  - 6.1.3.2 any proposed workarounds as an interim solution to providing a permanent fix, where such workarounds have not already been provided as part of CGI's obligation to provide the Services; and
  - 6.1.3.3 the criteria for demonstrating that the underlying problem relating to the SLA Default has been resolved.

Once approved by KDOR, CGI shall implement the foregoing corrective action plan at CGI's or KDOR's cost and expense, as applicable. If the recommended action plan involves work outside of CGI's control, (i.e. a non-CGI vendor code fix), and such plan is not successfully carried out by such vendor, then CGI shall obtain temporary relief of applicable SLAs until such remedial action plan is successfully implemented.

## 6.2 Improvement Plans for KPIs

- 6.2.1 If CGI fails to satisfy any KPI for two (2) consecutive months or three (3) times during any twelve (12) consecutive calendar months, CGI shall, and at KDOR option:
  - 6.2.1.1 perform a Root Cause Analysis to identify the cause of such failure to satisfy the KPI;
  - 6.2.1.2 provide KDOR with a written report detailing the cause of, and procedure for correcting, such failure; and
  - 6.2.1.3 promptly provide to KDOR a written plan for improving CGI's performance so as to satisfy the KPI within thirty (30) days after CGI's second consecutive or third (as applicable) failure to perform at a level in compliance with such KPI. Once such plan is approved by KDOR, CGI shall implement the plan. Following the implementation of such plan, CGI will provide to KDOR monthly status reports containing progress updates until such time as CGI's performance is in compliance with the applicable KPI.

The cost of the RCA shall be borne by the parties in proportion to their respective responsibility for the underlying failure as demonstrated by the RCA.

## 7.0 EXCUSED NON-PERFORMANCE

- 7.1 If CGI demonstrates that a SLA Default occurred due to any of the items listed in this Section 7.1, then, the SLA Default will not be attributed to CGI (for any purposes under this Schedule or Technical Services Statement of Work No. 1). For clarity, in respect of SLAs resulting from the items specified in this Section 7.1, no Service Level Credits shall be due for:

- 7.1.1 KDOR breach of the Base Terms and Conditions or of Technical Services Statement of Work No. 1 (including any breach caused by KDOR service providers);
- 7.1.2 KDOR (or KDOR Other Service Providers') willful misconduct;
- 7.1.3 KDOR (or KDOR Other Service Providers') violations of law;
- 7.1.4 the failure of a KDOR Other Service Provider (not under contract with CGI) to deliver its services in a timely manner causing an SLA Default;
- 7.1.5 Service or resource reductions requested or approved by KDOR and agreed to by the Parties through the Change Control Procedures;
- 7.1.6 failure to authorize or permit CGI to make essential (reactive or proactive) repairs that have been notified by CGI, in a timely manner, in writing to KDOR;
- 7.1.7 Problems resulting from Equipment, Software, Network, and associated maintenance which are outside the scope of the Services;
- 7.1.8 an RCA indicated that KDOR (or one of its Other Service Providers) was solely the cause;
- 7.1.9 in accordance with Force Majeure under the Base Terms and Conditions; or
- 7.1.10 If the recommended action plan from an RCA involves work outside of CGI's control, (i.e. a non-CGI vendor code fix), and such plan is not successfully carried out by such vendor, then CGI shall obtain temporary relief of applicable SLAs until such remedial action plan is successfully implemented.

**8.0 SEVERITY LEVELS**

**8.1 General**

When reporting an Incident, KDOR personnel will provide information to KDOR Service Desk which will enable the Service Desk to assign a Severity Level to the Incident based on the Incident severity descriptions set forth below.

In the event an Incident has been reported without a Severity Level assignment or the Incident has been identified by CGI directly, CGI will use the Incident severity descriptions set forth below to assign the Severity Level.

**8.2 Severity Definition**

CGI will use two metrics for determining the Severity Level for an Incident.

- Impact - The effect on business that an Incident has.
- Urgency - The extent to which the Incident's resolution can bear delay.

Impact	Description
--------	-------------

<b>High</b>	<p>Incident is affecting an entire business unit, multiple departments, or an external citizen-facing service is unavailable.</p> <ul style="list-style-type: none"> <li>• A large number of employees (&gt; 10) are affected and/or not able to do their job.</li> <li>• A large number of citizens are affected and/or acutely disadvantaged in some way.</li> </ul>
<b>Medium</b>	<p>Incident is affecting a team or department or an external citizen-facing service is reduced performance.</p> <ul style="list-style-type: none"> <li>• A moderate number of employees (fewer than 10) are affected and/or not able to do their job properly.</li> <li>• A moderate number of citizens are affected and/or inconvenienced in some way.</li> <li>• Functionality is not matching approved specifications</li> </ul>
<b>Low</b>	<ul style="list-style-type: none"> <li>• Incident is affecting isolated and limited users</li> <li>• Infrequent error</li> <li>• Functionality is not matching approved specifications</li> </ul>

<b>Urgency</b>	<b>Description</b>
<b>High</b>	<p>Incident is preventing a team, citizens or department from conducting their primary business processes and there is no work-around available.</p> <ul style="list-style-type: none"> <li>• The work that cannot be completed by staff and/or citizens is highly time sensitive.</li> </ul>
<b>Medium</b>	<p>Manual workaround is available, the business process can continue at a reduced productivity level.</p>
<b>Low</b>	<p>Does <u>not</u> require immediate attention</p> <ul style="list-style-type: none"> <li>• Work that cannot be completed by staff is not time sensitive</li> </ul>

Severity is determined based on the Urgency and Impact as set forth below:

	<b>Urgency High</b>	<b>Urgency Medium</b>	<b>Urgency Low</b>
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<b>Impact High</b>	Severity 1	Severity 2	Severity 3
<b>Impact Medium</b>	Severity 2	Severity 3	Severity 4
<b>Impact Low</b>	Severity 3	Severity 4	Severity 4

**TECHNICAL SERVICES STATEMENT OF WORK No. 1**

**Schedule 2.4.1 – Service Level Agreements**

**1. INTERPRETATION**

Terms used in this Schedule 2.4.1 with initial capitalized letters but not defined herein shall have the respective meanings set forth in the Agreement, the Technical Services Statement of Work No. 1, or any Schedules (including Schedule 2.4 SLA Framework), Appendices, Exhibits, or Attachments thereto.

“**Critical Outage**” means when ‘Extremely critical application availability SLA’ listed in section 2.b is missed and for a period of 48 continuous hours the application was not restored to a recovery point.

**2. APPLICATIONS SLAs**

**A. Interim SLAs**

The interim SLAs listed in this section (the “Interim SLAs”) are effective as of the Effective Date.

Interim SLAs are not subject to Service Level Credits.

Interim SLAs will cease to apply and shall be completely replaced with their corresponding baselined SLAs (the “Baselined SLAs”) once the latter become effective generally in accordance with Section 3.1 of Schedule 2.4 (SLA Framework) of this Statement of Work, except as otherwise indicated in each Baselined SLA table in Section 3(B) below.

Currently there are no Interim SLAs.

**B. Baselined SLAs**

<b>EXTREMELY CRITICAL APPLICATION AVAILABILITY</b>	
<b>Definition</b>	Application availability is defined as the hours when the application is available during its Scheduled Availability Hours (as defined in Schedule 2 – Appendix 2.1) over the measurement period for applications classified as “5 – Extremely Critical”
<b>Status</b>	New
<b>Critical Service Level</b>	Yes
<b>Date Effective</b>	Beginning as of the first day of the 13 <sup>th</sup> month following Effective Date.
<b>Measure Interval</b>	Monthly
<b>Measurement Tool</b>	Outages will be derived from the “Automated Application Availability reporting” – <i>to be developed</i> . Non-application-related outages will be manually removed from that list using ServiceNow ticket entries.
<b>Exceptions and Exclusions</b>	Non-Production outages will not be subject to a service penalty. These extremely critical applications will have a disaster recovery capability for recovery as per business needs

CRITICAL APPLICATION AVAILABILITY		
<b>Definition</b>	Application availability is defined as the hours when the application is available during its Scheduled Availability Hours (as defined in Schedule 2 – Appendix 2.1) over the measurement period for applications classified as "4 – Highly Critical".	
<b>Status</b>	New	
<b>Critical Service Level</b>	Yes	
<b>Date Effective</b>	Beginning as of the first day of the 13 <sup>th</sup> month following Effective Date.	
<b>Application</b>	<b>SLA Percentage</b>	<b>SLA Weighted Percentage</b>
e-Commerce	99%	10
ATP	98%	10
ACM	98%	10
Channel	98%	5
<b>Formula</b>	$A = (S - O + I + D) / S$ Where: A: Application Availability expressed as a percentage S: Total Scheduled Availability Hours (per Schedule 2, Detailed Application Services Description) in minutes O: Total outage minutes I: Total outage minutes not caused by application problems e.g. issues related to underlying infrastructure D: Total minutes of pre-planned downtime during scheduled available hours per Schedule 2, Detailed Application Services Description	
<b>Measure Interval</b>	Monthly	
<b>Measurement Tool</b>	Outages will be derived from the "Automated Application Availability reporting" – <i>to be developed</i> . Non-application-related outages will be manually removed from that list using ServiceNow ticket entries.	
<b>Exceptions and Exclusions</b>	Non-Production outages will not be subject to a service penalty	

<b>SLA - SEVERITY 1 INCIDENT RESOLUTION TIME</b>	
<b>Definition</b>	This SLA measures the time it takes for CGI to restore the services for an incident of Severity 1 related to the usage of an Application.
<b>SLA Weighted Percentage</b>	20%
<b>Status</b>	New
<b>Critical Service Level</b>	Yes
<b>Date Effective</b>	Beginning as of the first day of the 13 <sup>th</sup> month following Effective Date.
<b>SLA Percentage</b>	<u>Severity 1</u> : 4 hours; 95% of the time
<b>Formula</b>	The total number of incidents resolved within the target resolution time divided by the total number of incidents reported to application support team in the period measured as a percentage by incident severity.
<b>Measure Interval</b>	Monthly
<b>Measurement Tool</b>	ServiceNow ticketing system
<b>Exceptions and Exclusions</b>	

<b>SLA - SEVERITY 2 INCIDENT RESOLUTION TIME</b>	
<b>Definition</b>	This SLA measures the time it takes for CGI to restore the services for an incident of Severity 2 related to the usage of an Application.
<b>SLA Weighted Percentage</b>	20%
<b>Status</b>	New
<b>Critical Service Level</b>	No
<b>Date Effective</b>	Beginning as of the first day of the 13 <sup>th</sup> month following Effective Date.
<b>SLA Percentage</b>	<u>Severity 2</u> : 8 hours; 90% of the time
<b>Formula</b>	The total number of incidents resolved within the target resolution time divided by the total number of incidents reported to application support team in the period measured as a percentage by incident severity.
<b>Measure Interval</b>	Monthly
<b>Measurement Tool</b>	ServiceNow ticketing system
<b>Exceptions and Exclusions</b>	

<b>SLA - SEVERITY 1 AND SEVERITY 2 PROBLEM RESOLUTION TIME</b>	
<b>Definition</b>	This SLA measures the time it takes for CGI to resolve a problem of Severity 1 or 2 related to the usage of an Application.
<b>SLA Weighted Percentage</b>	20%
<b>Status</b>	New
<b>Critical Service Level</b>	No
<b>Date Effective</b>	Beginning as of the first day of the 13 <sup>th</sup> month following Effective Date.
<b>SLA Percentage</b>	<u>Severity 1:</u> 1 day 90% of the time; 3 days 95% of the time <u>Severity 2:</u> 3 days 90% of the time; 5 days 95% of the time
<b>Formula</b>	The total number of problems resolved within the target resolution time divided by the total number of problems received in the period measured as a percentage by severity. The resolution time begins when a CGI resource acknowledges the problem and ends when the problem is ready for build into integration environment.
<b>Measure Interval</b>	Monthly
<b>Measurement Tool</b>	ServiceNow ticketing system
<b>Exceptions and Exclusions</b>	

<b>SLA – ES ON-TIME DELIVERY</b>	
<b>Definition</b>	This SLA measures the timely delivery of Essential Service requests
<b>SLA Weighted Percentage</b>	10%
<b>Status</b>	New
<b>Critical Service Level</b>	No
<b>Date Effective</b>	Beginning as of the first day of the 13 <sup>th</sup> month following Effective Date.
<b>SLA Percentage</b>	>=90% (Variance between actual and planned time in business days will be less than or equal to 10% )
<b>Formula</b>	Calculated as Number of Service Requests that were delivered with-in the threshold divided by Total number of delivered Service Requests in the period measured as a percentage
<b>Measure Interval</b>	Quarterly
<b>Measurement Tool</b>	ServiceNow ticketing system
<b>Exceptions and Exclusions</b>	Assume sample size of at least 10

<b>SLA – ES ON-TIME DELIVERY of Fiscal Notes</b>	
<b>Definition</b>	This SLA measures the timely delivery ( 48 hours) of Essential Service requests related to Fiscal notes
<b>SLA Weighted Percentage</b>	10%
<b>Status</b>	New
<b>Critical Service Level</b>	Yes
<b>Date Effective</b>	Beginning as of the first day of the 13 <sup>th</sup> month following Effective Date.
<b>SLA Percentage</b>	90% (Variance between actual and expected time in calendar days will be less than or equal to 10% )
<b>Formula</b>	Calculated as Number of Fiscal note Service Requests that were delivered with-in the threshold divided by Total number of Fiscal note Service Requests in the period measured as a percentage
<b>Measure Interval</b>	Quarterly
<b>Measurement Tool</b>	ServiceNow ticketing system
<b>Exceptions and Exclusions</b>	Assume a sample size of at least 5 requests

<b>SLA – PROJECT QUALITY</b>	
<b>Definition</b>	This SLA measures the quality of the Application Development Services delivered to production.
<b>SLA Weighted Percentage</b>	20%
<b>Status</b>	New
<b>Critical Service Level</b>	No
<b>Date Effective</b>	Beginning as of the first day of the 13 <sup>th</sup> month following Effective Date.
<b>SLA Percentage</b>	<p>&lt;= 1 Critical defect for every 6000 hours in the release (i.e. 0-6000 hours - 1 Critical defect, 6001-12000 hours - &lt;=2 Critical defects, 12001-18000 hours - &lt;= 3 Critical defects, ...)</p> <p>&lt;= 5 High defect for every 6000 hours delivered in the release (i.e. 0-6000 hours - &lt;=5 High defect, 6001-12000 hours - &lt;=10 High defects, 12001-18000 hours - &lt;= 15 High defects, ...)</p>
<b>Formula</b>	The total number of Critical and High defects identified 60 days following a release into production vs the effort spent in each Quarterly Release and Major Legislative Release.
<b>Measure Interval</b>	Quarterly Release or Major Legislative Release
<b>Measurement Tool</b>	TBD system for project and defect tracking
<b>Exceptions and Exclusions</b>	

<b>SLA – PROJECT ON-TIME DELIVERY</b>	
<b>Definition</b>	This SLA measures the timely delivery of Project requests
<b>SLA Weighted Percentage</b>	10%
<b>Status</b>	New
<b>Critical Service Level</b>	No
<b>Date Effective</b>	Beginning as of the first day of the 13 <sup>th</sup> month following Effective Date.
<b>SLA Percentage</b>	>=95% (Variance between actual and planned time in business days will be less than or equal to 10%)
<b>Formula</b>	Calculated as Number of Projects that were delivered with-in the threshold divided by Total number of delivered Projects in the measurement period
<b>Measure Interval</b>	Half-Yearly
<b>Measurement Tool</b>	ServiceNow ticketing system
<b>Exceptions and Exclusions</b>	Assumes a sample size of 20 or subdivide existing projects into at least 20 deliverables for sample size



3. APPLICATIONS KPIs

KPI – QUALITY OF FIX	
<b>Definition</b>	This KPI measures the number of times incident/problem ticket is related to prior fix.
<b>KPI Weighted Percentage</b>	N/A%
<b>Status</b>	New
<b>Date Effective</b>	Beginning as of the first day of the 13 <sup>th</sup> month following Effective Date.
<b>KPI Percentage</b>	<=5%
<b>Formulae</b>	The total number of incidents opened directly related to a prior production support incident or problem resolution divided by the total number of incidents in the period measured as a percentage.
<b>Measure Interval</b>	Quarterly
<b>Measurement Tool</b>	ServiceNow ticketing system
<b>Exceptions and Exclusions</b>	Assumes a sample size of 20

KPI – REGRESSION DEFECT RATIO	
<b>Definition</b>	This KPI measures how much the code got regressed that was working prior to implementing the change for Application Development Services
<b>KPI Weighted Percentage</b>	N/A
<b>Status</b>	New
<b>Date Effective</b>	Beginning as of the first day of the 13 <sup>th</sup> month following Effective Date.
<b>KPI Percentage</b>	<=5%
<b>Formula</b>	The total number of failed regression test cases divided by the total number of executed regression test cases by the testing team for a release during integration testing for Application Development Services
<b>Measure Interval</b>	Quarterly
<b>Measurement Tool</b>	TBD system for project and defect tracking
<b>Exceptions and Exclusions</b>	This is applicable only when the total number of regression test cases are >= 100

<b>KPI – ES ON-BUDGET DELIVERY</b>	
<b>Definition</b>	This KPI measures the effort estimation variance of Essential Service requests
<b>KPI Weighted Percentage</b>	N/A
<b>Status</b>	New
<b>Date Effective</b>	Beginning as of the first day of the 13 <sup>th</sup> month following Effective Date.
<b>KPI Percentage</b>	>=90% (Variance between actual and planned effort hours should be less than or equal to 10%)
<b>Formula</b>	Calculated as number of Service Requests that were delivered with-in the threshold divided by total number of delivered Service Requests in the period measured as a percentage
<b>Measure Interval</b>	Quarterly
<b>Measurement Tool</b>	ServiceNow ticketing system and TBD system for project and defect tracking
<b>Exceptions and Exclusions</b>	Assumes at least 20 requests in the sample

<b>KPI – PROJECT ON-BUDGET DELIVERY</b>	
<b>Definition</b>	This KPI measures the effort estimation variance of Project requests
<b>KPI Weighted Percentage</b>	N/A
<b>Status</b>	New
<b>Date Effective</b>	Beginning as of the first day of the 13 <sup>th</sup> month following Effective Date.
<b>KPI Percentage</b>	>=90% (Variance between actual and planned effort hours should be less than or equal to 10%)
<b>Formula</b>	Calculated as Number of Projects that were delivered with-in the threshold divided by Total number of delivered Projects in a measurement period
<b>Measure Interval</b>	Half-Yearly
<b>Measurement Tool</b>	TBD system for project and defect tracking
<b>Exceptions and Exclusions</b>	Assumes at least 10 projects or subdivide existing projects into phases to allow for a sample size of 10

## TECHNICAL SERVICES STATEMENT OF WORK NO. 1

### Schedule 2.5 – Annual Technology Plan

#### 1. CGI's Annual Business Plan and IT Planning Responsibilities:

##### Table of Contents:

- Year in review of the Performance of the Agreement, including:
  - Highlights of Application Maintenance and Support Services
  - Highlights of Application Development Services
    - Delivered projects
    - Bank of Hours usage
  - Highlights of Service delivery and Service Level performance
  - Summary of Client Satisfaction – CSAP
  - Review and approval of open requests for Changes to the Agreement (CCNs)
  - Summary of Financial highlights and summary of business case benefits
  - Summary of Policy and Audit Compliance (of audits completed)
  - Summary of material Security assessments (If applicable) and open security related issues
  - Summary of approved changes to the Agreement, Schedules and/or Exhibits (i.e. due to projects, service requests, new/revised scope, CCNs)
- Following year plan, including:
  - Updates to Disaster Recovery Plan (based on Client revised Business Continuity Plan)
  - Proposed Application Services Evolution
    - Approved Projects
    - Resource Plan by category and delivery center
    - Planned Application Changes
      - Application Upgrades
      - New Applications/Transformation Initiatives
      - Application Decommissions
      - Other Application Recommendations
      - Revised list of inscope applications
  - High Level Timeline for major projects
  - Planned Service Level Changes

- as a result of direct Service Level Change requests
- impact on Service Levels from planned projects or application portfolio evolution
- Planned Services or Scope Changes
- Proposed list of changes to the Agreement resulting from Annual Planning Process
  - Statement of Work Changes
  - Schedule Changes
  - New/Revised Scope
  - New/Revised Service Levels
- Assessment and review of Governance Structure and Processes
  - Review of Account Management and Service Delivery Management Plan
  - Review of Governance Committee membership, objectives, and meeting frequency
  - Review of Billing, invoicing and administrative processes
- Planned CSAP
- Planned Audit Schedule

## 2. Client Annual Business Plan and IT Planning Responsibilities:

### Table of Contents

- Client to provide written notification as to their annual planning cycle schedule (Business Plan and IT Plan)
  - CGI to align IT planning responsibilities to match client budgeting and/or planning cycle
- Business Plan (abbreviated)
  - Revised Business Strategies, Issues and Drivers
  - New or revised distribution channel plans
  - Business Process Transformation plans
  - Business Application assessment/alignment to Business drivers/issues
  - Direction on Application needs or changes
- IT Strategic Plan
  - Project rationalization and selection, resource needs, etc... (Annual Project Roadmap)
    - Business Projects
    - IT Projects
  - Confirmation of Application Services Bank of Hours for upcoming year
  - Revised target enterprise architecture and the long term plan to achieve the target architecture
    - Including updates to Client Architecture standards (Schedule 4.4)
  - Prioritized list of IT initiatives to be carried out during the upcoming year
  - Requests for Service Level Changes
  - Audit requirements in upcoming year
  - Updates to Business Continuity Plan

## TECHNICAL SERVICES STATEMENT OF WORK No. 1

### Schedule 2.6 – Transition-Out Process

#### 1. Introduction

CGI shall cooperate with KDOR and provide the termination assistance described in this Schedule (the "Termination Assistance").

#### 2. Transition Plan

If, upon expiration or termination of the Technical Services Statement of Work No. 1, KDOR assumes primary responsibility for the Services, CGI will assist in the development of a plan for transition of the Services from CGI to KDOR. At minimum, such assistance will include preparing that portion of the transition plan detailing CGI's responsibilities, including schedules and resource commitments. If KDOR designates a third party ("Designee") to assume primary responsibility for the Services, CGI will support KDOR preparation and implementation of a transition plan by providing the Designee with information regarding the Services that may be required in connection with the plan, and preparing that portion of the transition plan detailing CGI's responsibilities, including schedules and resource commitments.

#### 3. Confidentiality

Prior to providing Termination/Expiration Assistance to a Designee, CGI will have the right to receive from such Designee written assurances that (i) the Designee will maintain at all times the confidentiality of any CGI Confidential Information as disclosed or provided to, or learned by, such Designee in the course of receiving Termination Assistance, (ii) the Designee will use such Confidential Information solely for the purposes for which KDOR is authorized to use such Confidential Information under the Agreement, (iii) the Designee will not remove any such Confidential Information from KDOR facilities or any other locations where the Services were provided during the Term, and (iv) the Designee shall cease using all of the CGI Confidential Information within three months after CGI ceases providing Termination Assistance.

#### 4. Access to Resources

In providing Termination Assistance, and subject to CGI's ability to perform its obligations under the Agreement, including meeting the SLAs, CGI will provide to KDOR or its Designee access to and use of the equipment, computer systems, software, personnel, third parties, and other resources that CGI used to provide the Services to KDOR under this Agreement for the sole purpose of providing services to KDOR unless otherwise agreed by the Parties (collectively, "Resources"). Notwithstanding the foregoing, except to the extent expressly provided in the Technical Services Statement of Work No. 1, CGI will be under no obligation to provide any Designee access to the Resources where such access would result in the Designee obtaining any information about CGI's proprietary processes, or the Designee or KDOR obtaining any confidential or proprietary information of CGI.

#### 5. Removal of Property

CGI will work with KDOR in identifying any documents, component of the computer system, software or other material that CGI intends to remove from any KDOR facility. CGI will not remove property belonging to KDOR (including KDOR Data) without prior notification to, and consent of, KDOR. CGI will comply with removal procedures reasonably established by KDOR for removal of property from KDOR facilities.

## **6. Specific Termination Assistance**

If, and to the extent that, KDOR and/or a Designee assumes responsibility for the Services provided by CGI under this Agreement, CGI will provide Termination Assistance to KDOR and/or its Designee, which includes the following:

### **A. Knowledge Transfer**

CGI will provide for a transfer of knowledge regarding the Services, KDOR requirements, and related topics so as to facilitate the provision of the Services by KDOR or its Designee. This may include providing KDOR or its Designee with all relevant information regarding Services that is necessary to implement the Transition-OUT Process, and providing such information regarding Services as necessary for KDOR or its Designee to assume responsibility for the continued performance of the Services in an orderly manner so as to minimize disruption in the operations of KDOR.

### **B. Operational Transition**

CGI will perform the activities required to effect the timely transition of operational responsibility for the Services. This may include:

1. Delivering then-existing problem tracking/resolution documentation and status reports associated with the Services and the SLAs;
2. Providing copies of KDOR Data and system files on electronic media (to the extent KDOR Data and files then reside on electronic media) as specified by KDOR or its Designee;
3. Identifying work and projects expected to be in progress as of the effective date of termination or expiration. With respect to such work, documenting current status, cooperating in stabilization for continuity during transition, and providing any required knowledge transfer to achieve transfer of responsibility without loss of momentum;
4. Providing pre-transition services, including providing KDOR with any problem logs that KDOR does not already have; and
5. Providing assistance in notifying CGI's outside vendors of the procedures to be followed during the turnover phase.

### **C. Organizational Transfer**

CGI shall provide the assistance required to adequately transfer the delivery processes developed during the Term to support the delivery of the Services. This assistance may include:

1. Providing functional organization charts, operating level agreements with third-party contractors, contact lists, and standard operating procedures; and
2. Transferring logical security processes and tools, documenting ownership and access levels for all passwords, and instructing KDOR or its Designee in the use and operation of security controls.

### **D. Pricing**

All Services performed by CGI pursuant to this Schedule 2.6 will be compensated at the rates specified in Schedule 3.2 (Rate Card) and invoiced and paid in accordance with the terms and conditions of Schedule 3 (Fees).

## TECHNICAL SERVICES STATEMENT OF WORK NO. 1

### Schedule 3 – Fees

#### 1. INTRODUCTION

The Fees payable by KDOR to CGI for Services to be provided by or on behalf of CGI to KDOR pursuant to the Agreement, the Technical Services Statement of Work No. 1, or any Schedules, Appendices, Exhibits or Attachments thereto will be charged, invoiced, and paid in accordance with this Schedule 3 (Fees), Schedule 3.1 (Summary of Base Charges), Schedule 3.2 (Rate Card), and Schedule 3.3 (Early Termination Charges).

Capitalized terms used but not defined in this Schedule shall have their respective meanings set forth in the Agreement, Technical Services Statement of Work No. 1, or any Schedules, Appendices, Exhibits or Attachments thereto.

#### 2. DEFINITIONS

**“Applications Development Services”** has the meaning ascribed to it in Section 2.3 of Schedule 2 (Detailed Application Services Description).

**“Bank of Hours”** has the meaning ascribed to it in Schedule 2 (Detailed Application Services Description).

**“Base Charges”** as set forth in Schedule 3.1 refers to the annual amount charged by CGI for providing the following services: (a) fixed Application Maintenance Service and Service Management fees; and (b) pre-purchased Bank of Hours fee to support Essential Services, Application Development services and Common Services.

**“Common Services”** has the meaning ascribed to it in Schedule 2 (Detailed Application Services Description).

**“Essential Services”** has the meaning ascribed to it in Schedule 2 (Detailed Application Services Description).

**“Fees”** means the Base Charges and any other amounts payable by KDOR to CGI pursuant to this Schedule.

**“Project”** has the meaning ascribed to it in Schedule 2 (Detailed Application Services Description).

**“Rate Card”** refers to the selection of individual resource rates as found in Schedule 3.2 (Rate Card).



**3. SERVICES CHARGING METHODOLOGY - OVERVIEW**

For clarity, the following table summarizes the charging methodology that will apply to the Services:

APPLICABLE SERVICES	CHARGING METHODOLOGY	VOLUME ADJUSTMENTS
<b>Applications Maintenance and Support Services (Keep the Lights On (KLO))</b>	Fixed Fee	See Section 8.2 (B) of Schedule 2 (Detailed Application Services Description)
<b>Partnership Management</b>	Fixed Fee	See Section 8.2 (B) of Schedule 2 (Detailed Application Services Description)
<b>Essential Services</b>	Bank of Hours	See Section 8.3 (A) of Schedule 2 (Detailed Application Services Description) or Additional Volume priced on a Time & Materials basis per Rate Card in Schedule 3.2 (Rate Card)
<b>Applications Development Services</b>	Bank of Hours	See Section 8.3 (A) of Schedule 2 (Detailed Application Services Description) or Additional Volume priced on a Time & Materials basis per Rate Card in Schedule 3.2 (Rate Card)
<b>Common Services</b>	Bank of Hours	See Section 8.3 (A) Schedule 2 (Detailed Application Services Description) or Additional Volume priced on a Time & Materials basis per Rate Card in Schedule 3.2 – Rate Card

**4. TRANSITION FEES**

There will be no specific advance fee charged for transition services.

**5. TERMINATION**

If KDOR terminates the Technical Services Statement of Work No. 1 for convenience, the Early Termination Charges specified in Schedule 3.3 shall be payable by KDOR pursuant to Section 1.1.13.D of the Agreement, which governs terminations for convenience of the Technical Services Statement of Work No. 1 (Detailed Applications Services Description). Such Early Termination Charges shall be paid on the day following the end of the termination notice in accordance with Sections 1.1.4 and 1.1.13.D of the Agreement. The Early Termination Charges shall be prorated to account for the month over the entire term within which the termination occurs. In addition to the Early Termination Charges, KDOR will be responsible for unpaid invoices, and any current work completed but not yet invoiced.

## **6. GENERAL TERMS**

### **a. Annual Cost of Living Adjustment**

After the second Contract Year, the Base Charges (other than the charges for Transition) set forth in Schedule 3.1 (Summary of Base Charges) and the rate cards set forth in Schedule 3.2 (Rate Card) are subject to an annual adjustment of 2.5%, provided at the time of the calculation of the annual adjustment pursuant to this Section 6.a no dispute resolution proceedings are pending between the parties under the Agreement and CGI is not in breach of the Agreement. The annual adjustment for Contract Year 3 and each subsequent Contract Year shall be calculated ninety (90) days before the beginning of the following Contract Year.

The Base Charges and the Rate Card shall be adjusted as follows:

Base  $NBC = CBC * (1.025)$

Definitions: Current Base Charges = CBC

New Base Charges = NBC

### **b. Travel and Living Expenses**

As a general rule, travel and living expenses incurred in performing the Application Services are included in the Base Charges, except for new Application Development Projects added after the Effective Date where such additional expenses are documented and agreed to by the Parties to be in excess of the Base Charges in the Applications Project Plan. Reimbursement of unusual travel & living expenses shall be based on the weekly rate as set forth in Schedule 3.2 (Rate Card).

# **ATTACHMENT 1 - Summary of Base Charges**

CGI Confidential Information

# **SCHEDULE 3.1 - SUMMARY OF BASE CHARGES**

CGI Confidential Information

Attachment 1 to Schedule 6.1 - Summary Base Charge and Pricing:  
Base Charges - 10 Year View

**SUMMARY—TEN-YEAR ROLL-UP**

Category	Service Description	Base Charges - Annual View										Total (Term)		
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10			
Base Charge	Application Maintenance and Support Services (1)	\$ 1,025,793	\$ 1,387,724	\$ 1,242,804	\$ 1,097,076	\$ 1,097,076	\$ 1,097,076	\$ 1,097,076	\$ 1,097,076	\$ 1,097,076	\$ 1,097,076	\$ 1,097,076	\$ 1,097,076	\$ 11,374,853
Base Charge	Partnership Management (1)	\$ 243,702	\$ 324,936	\$ 324,936	\$ 294,240	\$ 294,240	\$ 294,240	\$ 294,240	\$ 294,240	\$ 294,240	\$ 294,240	\$ 294,240	\$ 294,240	\$ 2,953,254
Base Charge	Essential Services (1)	\$ 937,350	\$ 1,249,600	\$ 1,241,784	\$ 1,183,044	\$ 1,183,044	\$ 1,163,160	\$ 1,153,860	\$ 1,153,860	\$ 1,153,860	\$ 1,153,860	\$ 1,153,860	\$ 1,153,860	\$ 11,573,622
Base Charge	Application Development (1)	\$ 1,387,365	\$ 1,841,820	\$ 1,829,988	\$ 1,743,432	\$ 1,743,432	\$ 1,714,140	\$ 1,700,424	\$ 1,700,424	\$ 1,700,424	\$ 1,700,424	\$ 1,700,424	\$ 1,700,424	\$ 17,065,873
Base Charge	Common Services (1)	\$ 493,344	\$ 657,792	\$ 653,568	\$ 622,666	\$ 622,666	\$ 612,192	\$ 607,296	\$ 607,296	\$ 607,296	\$ 607,296	\$ 607,296	\$ 607,296	\$ 6,091,392
<b>TOTAL ANNUAL BASE CHARGES (2)</b>		<b>\$ 4,081,554</b>	<b>\$ 5,442,072</b>	<b>\$ 5,293,080</b>	<b>\$ 4,940,448</b>	<b>\$ 4,940,448</b>	<b>\$ 4,880,808</b>	<b>\$ 4,852,896</b>	<b>\$ 4,852,896</b>	<b>\$ 4,852,896</b>	<b>\$ 4,852,896</b>	<b>\$ 4,852,896</b>	<b>\$ 4,852,896</b>	<b>\$ 48,989,994</b>

(1) Transition Charges are included in annual fees

(2) These rates are subject to annual Cost of Living adjustments as defined in Schedule 3.0

Attachment 1 to Schedule 6.1 - Summary Base Charge and Pricing:  
Application Services-Monthly

Base Application Services Fee

Service Category	Unit of Measure	Year 1			Year 2			Year 3			Year 4			Year 5			Year 6		
		Quantity	Price Per Month	Monthly Total	Quantity	Price Per Month	Monthly Total	Quantity	Price Per Month	Monthly Total	Quantity	Price Per Month	Monthly Total	Quantity	Price Per Month	Monthly Total	Quantity	Price Per Month	Monthly Total
2001 Use of Messengers	Fixed	1	\$ 113,977	\$ 113,977	1	\$ 113,977	\$ 113,977	1	\$ 113,977	\$ 113,977	1	\$ 113,977	\$ 113,977	1	\$ 113,977	\$ 113,977	1	\$ 113,977	\$ 113,977
Application Maintenance and Support Services (1)	Fixed	1	\$ 27,078	\$ 27,078	1	\$ 27,078	\$ 27,078	1	\$ 27,078	\$ 27,078	1	\$ 27,078	\$ 27,078	1	\$ 27,078	\$ 27,078	1	\$ 27,078	\$ 27,078
Program Management (1)	Fixed	1	\$ 27,078	\$ 27,078	1	\$ 27,078	\$ 27,078	1	\$ 27,078	\$ 27,078	1	\$ 27,078	\$ 27,078	1	\$ 27,078	\$ 27,078	1	\$ 27,078	\$ 27,078
Business Services (1)	Fixed	1	\$ 27,078	\$ 27,078	1	\$ 27,078	\$ 27,078	1	\$ 27,078	\$ 27,078	1	\$ 27,078	\$ 27,078	1	\$ 27,078	\$ 27,078	1	\$ 27,078	\$ 27,078
Customer Services (1)	Fixed	1	\$ 27,078	\$ 27,078	1	\$ 27,078	\$ 27,078	1	\$ 27,078	\$ 27,078	1	\$ 27,078	\$ 27,078	1	\$ 27,078	\$ 27,078	1	\$ 27,078	\$ 27,078
<b>TOTAL MONTHLY CHARGE</b>			<b>\$ 425,216</b>	<b>\$ 425,216</b>		<b>\$ 425,216</b>	<b>\$ 425,216</b>		<b>\$ 425,216</b>	<b>\$ 425,216</b>		<b>\$ 425,216</b>	<b>\$ 425,216</b>		<b>\$ 425,216</b>	<b>\$ 425,216</b>		<b>\$ 425,216</b>	<b>\$ 425,216</b>
<b>TOTAL ANNUAL CHARGE (2)</b>			<b>\$ 5,102,592</b>	<b>\$ 5,102,592</b>		<b>\$ 5,102,592</b>	<b>\$ 5,102,592</b>		<b>\$ 5,102,592</b>	<b>\$ 5,102,592</b>		<b>\$ 5,102,592</b>	<b>\$ 5,102,592</b>		<b>\$ 5,102,592</b>	<b>\$ 5,102,592</b>		<b>\$ 5,102,592</b>	<b>\$ 5,102,592</b>

(1) Transition Charges are included in annual fees

(2) These fees are subject to annual cost of living adjustments as defined in Schedule 2.0

# **SCHEDULE 3.2 - RATE CARD**

CGI Confidential Information

<b>Resource Role (Topeka KS, Wausau WI)</b>	<b>Level</b>	<b>US Hourly Rate</b>
Admin (UNIX/DBA/Mware/CONFIG/Build)	Int	\$ 72
Admin (UNIX/DBA/Mware/CONFIG/Build)	Jr	\$ 55
Admin (UNIX/DBA/Mware/CONFIG/Build)	Sr	\$ 91
Business Analyst	Int	\$ 64
Business Analyst	Jr	\$ 53
Business Analyst	Sr	\$ 86
Developer - .NET	Int	\$ 74
Developer - .NET	Jr	\$ 56
Developer - .NET	Sr	\$ 91
Developer - Legacy (Microfocus Cobol, Cobol, Natural)	Int	\$ 72
Developer - Legacy (Microfocus Cobol, Cobol, Natural)	Jr	\$ 60
Developer - Legacy (Microfocus Cobol, Cobol, Natural)	Sr	\$ 94
Developer - Power Builder	Int	\$ 75
Developer - Power Builder	Jr	\$ 57
Developer - Power Builder	Sr	\$ 94
Project Manager	Int	\$ 79
Project Manager	Jr	\$ 74
Project Manager	Sr	\$ 103
Program Manager	Int	\$ 124
Program Manager	Sr	\$ 140
Tech Lead or SME Int	Int	\$ 80
Tech Lead or SME Sr	Sr	\$ 98
Quality Analyst	Int	\$ 66
Quality Analyst	Jr	\$ 47
Quality Analyst	Sr	\$ 86

\* These rates are subject to annual Cost of Living adjustments as defined in Schedule 3.0

<b>Travel (If Required)</b>	<b>US Weekly Rate</b>
Weekly Travel Rate per Resource	\$ 1,700



# **Schedule 3.3 - Early Termination Charges**

Confidential Information

Attachment 5 to TSA Schedule 6.1 - Early Termination Fees

	<b>CONSOLIDATED TERMINATION CHARGES (end of month)</b>											
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>	<b>Year 9</b>	<b>Year 10</b>		
<b>Month 1</b>		\$ 682,551	\$ 606,003	\$ 529,455	\$ 452,907	\$ 376,359	\$ 299,811	\$ 223,263	\$ 146,715	\$ 70,167		
<b>Month 2</b>		\$ 676,172	\$ 599,624	\$ 523,076	\$ 446,528	\$ 369,980	\$ 293,432	\$ 216,884	\$ 140,336	\$ 63,788		
<b>Month 3</b>		\$ 669,793	\$ 593,245	\$ 516,697	\$ 440,149	\$ 363,601	\$ 287,053	\$ 210,505	\$ 133,957	\$ 57,409		
<b>Month 4</b>	\$ 739,962	\$ 663,414	\$ 586,866	\$ 510,318	\$ 433,770	\$ 357,222	\$ 280,674	\$ 204,126	\$ 127,578	\$ 51,030		
<b>Month 5</b>	\$ 733,583	\$ 657,035	\$ 580,487	\$ 503,939	\$ 427,391	\$ 350,843	\$ 274,295	\$ 197,747	\$ 121,199	\$ 44,651		
<b>Month 6</b>	\$ 727,204	\$ 650,656	\$ 574,108	\$ 497,560	\$ 421,012	\$ 344,464	\$ 267,916	\$ 191,368	\$ 114,820	\$ 38,272		
<b>Month 7</b>	\$ 720,825	\$ 644,277	\$ 567,729	\$ 491,181	\$ 414,633	\$ 338,085	\$ 261,537	\$ 184,989	\$ 108,441	\$ 31,893		
<b>Month 8</b>	\$ 714,446	\$ 637,898	\$ 561,350	\$ 484,802	\$ 408,254	\$ 331,706	\$ 255,158	\$ 178,610	\$ 102,062	\$ 25,514		
<b>Month 9</b>	\$ 708,067	\$ 631,519	\$ 554,971	\$ 478,423	\$ 401,875	\$ 325,327	\$ 248,779	\$ 172,231	\$ 95,683	\$ 19,135		
<b>Month 10</b>	\$ 701,688	\$ 625,140	\$ 548,592	\$ 472,044	\$ 395,496	\$ 318,948	\$ 242,400	\$ 165,852	\$ 89,304	\$ 12,756		
<b>Month 11</b>	\$ 695,309	\$ 618,761	\$ 542,213	\$ 465,665	\$ 389,117	\$ 312,569	\$ 236,021	\$ 159,473	\$ 82,925	\$ 6,379		
<b>Month 12</b>	\$ 688,930	\$ 612,382	\$ 535,834	\$ 459,286	\$ 382,738	\$ 306,190	\$ 229,642	\$ 153,094	\$ 76,546	\$ 0		

**Note 1:** Termination is not allowed during the initial 24 months following implementation as per the terms of the master agreement. Implementation activities are expected to take place in months 1-3.

**Note 2:** The above table relates solely to CGI's initial investment to transition the in scope services. In addition to the Termination Charges, KDOR will be responsible for any wind down costs incurred by CGI, unpaid invoices, and any current work completed but not yet invoiced.

## TECHNICAL SERVICES STATEMENT OF WORK No. 1

### Schedule 4.1 – Change Control Process

#### 1. DEFINITIONS

“**Change**” means for the purpose of this Schedule any addition, upgrade, update, reduction, deletion, modification, improvement, amendment or adjustment to the services, hardware or software.

“**Change Control Notice**” or “**CCN**” has the meaning set forth in Section 2.

“**Operational Change**” means a configuration change to hardware or software that is either an emergency change, a planned maintenance change or a planned configuration change.

“**Project**” means, with respect to an In-Scope Application, any Adaptive Maintenance or Perfective Maintenance, or legislative changes or transformational changes requiring greater than 120 hours effort to complete.

“**Project Change**” means a Change during a Project execution for which a change is required after both Parties have approved the project plan.

“**Bank of Hours**” means a discounted 12-month block of hours that KDOR purchases, for each Contract Year and that KDOR may apply against any Application Development Services Charges and Essential Service and Common Services charges incurred during such Contract Year.

“**Service Change**” means a material Change pertaining to a Service (e.g. hours of coverage, Service Locations (as defined in the Technical Services), Scope of Services) or SLAs.

“**Work Request**” means a request for activities relating to the Services or a new or unique requirement initiated by KDOR.

#### 2. CHANGE CONTROL PROCESS

The purpose of this Schedule is to provide the Parties with principles which can be followed when submitting, reviewing, agreeing and/or implementing Changes.

A Change request may be initiated by either Party and will be documented on a change form to be agreed to by the Parties as a Change Control Notice (“CCN”). The Changes set forth in each CCN will be characterized as one of the four types of Changes listed below. Such characterization will be used for establishing the related charges (if any) for responding to and executing the Changes. The determination of whether there is a charge is set forth in Section 3 hereof. The types of Change that shall be indicated in the CCN form are the following:

- Work Request
- Operational Change
- Service Change
- Project Change

The Change Control Process will be implemented with KDOR approval during Transition.

The Change Control Process for all types of Changes will have the following components and associated responsibilities and governance mechanism:

- Initiating a Change request
- Assessing Change impact and the corresponding target date
- Determining the applicable charges
- Approving the Change proposal
- Change execution planning, testing and approval
- Change logging and reporting

Any disagreement between the Parties in connection with the Change Control Process shall be escalated first to the Management Committee and then to the Executive Steering Committee in accordance with the process set out in Schedule 4.2 (Governance).

**3. CHARGES FOR CHANGE CONTROL PREPARATION AND CHANGE CONTROL EXECUTION**

The following table describes the types of Changes that will be applicable to change preparation and change implementation.

Type of Change		Charges Applicable to Change Preparation	Charges Applicable to Change Implementation
<b>Work Request</b>	Routine/pre-defined requests such as ad-hoc data extract or report	Not applicable	Chargeable as per Sections 4 (e) and (f) below
	A request for a new or unique service	Chargeable as per Sections 4 (e) and (f) below	Chargeable as per Sections 4 (e) and (f) below
<b>Operational Change</b>	Emergency Change: a Change required immediately to resolve a production problem	Included in Baseline Services	Included in Baseline Services
	Planned maintenance activity to support Application Maintenance Services	Included in Baseline Services	Included in Baseline Services
<b>Project</b>	Changes that are considered for Bank of Hours	Chargeable as per Sections 4 (e) and (f) below	Chargeable as per Sections 4 (e) and (f) below
<b>Service Change</b>		Chargeable as per Sections 4 (e) and (f) below	As per approved CCN
<b>Project Change</b>		Chargeable as per Sections 4 (e) and (f) below	Chargeable as per Sections 4 (e) and (f) below

#### 4. CHANGE CONTROL - KEY PRINCIPLES

The following are the key principles:

- (a) KDOR can initiate a CCN. CGI will provide KDOR an estimate of the effort required to prepare for the CCN preparation, CCN impact analysis and Change proposal. Whether a CCN is approved or rejected, the time spent by CGI toward CCN preparation, CCN impact analysis and Change proposal will be done through the Bank of Hours unless identified as a Base Service in Section 3.
- (b) CGI can initiate a CCN. CGI will provide KDOR an estimate of the effort required to prepare for the CCN preparation, CCN impact analysis and Change proposal. For CGI-initiated CCNs, CGI will not charge KDOR for CCN preparation, CCN impact analysis and Change proposal.
- (c) CGI will not undertake any Change execution work before receiving prior written approval by KDOR, except in the case of an emergency Change that could be reasonably justified for maintaining the Services. For greater certainty, nothing herein shall oblige KDOR to approve any Change that will result in any extra charges or costs to KDOR, and accordingly, where KDOR does not provide its approval, CGI shall not be permitted to implement such Change. Where KDOR's failure to approve a Change will have a material adverse impact on CGI's ability to provide the Services within a particular SLA, The Parties will agree to adjust such impacted SLAs in accordance with the procedures set forth in Schedule 3.5. Where KDOR proposes a Change that CGI reasonably believes to be not in the best interest of KDOR and KDOR requires CGI to implement such Change, CGI shall be permitted to escalate the requirement to perform such requested Change to the Executive Steering Committee.
- (d) CGI shall be permitted to make modifications to its internal operations, at its own expense, that will enable it to provide the Services to KDOR with greater efficiency, provided that such modifications do not have an impact on CGI's ability to meet its obligations under the Technical Services Statement of Work No. 1 or otherwise provide the Services and further provided that KDOR receives advance written notice of any such modifications.
- (e) KDOR shall be provided on an annual basis with Bank of Hours available for each Contract Year that will be used by CGI for CCN preparation and response, CCN impact analysis, Change proposal and Change implementation for Essential Services, Common Services and Projects. If during any Contract Year more resources are required in the Bank of Hours, then CGI will make such resources available to KDOR within thirty (30) days notice at the same equivalent annual rate as the existing Bank of Hours rate as further identified in Schedule 3.1; if fewer Bank of Hours Resources are required, then, KDOR will provide ninety (90) days prior written notice. The Bank of Hours Resources will be dedicated resources for the Contract Year with intermediate work skill sets required to perform the majority of the CCNs which may be required for the upcoming Contract Year. In the event CCNs require skills not available from within the Bank of Hours Resources, KDOR shall be able to request CGI resources in accordance with the Rate Card in Schedule 3.2. Annually the Parties shall establish each Contract Year Bank of Hours and skill set requirements within the Annual Technology Plan.
- (f) Subject to (a) above and (e) above, CGI will use the Bank of Hours, upon KDOR approval and provided CGI delivers reports that demonstrate that the actual time was spent on the applicable CCN preparation, response and execution.
- (g) CGI shall estimate and notify KDOR of the total cost for each CCN response preparation and execution, and CGI shall not be obliged to undertake CCN preparation work in excess of such

estimate where the circumstances surrounding the requirements of the applicable Change have changed unless KDOR agrees to an adjustment to such estimate.

- (h) Where the resources required for implementing an authorized Change are in excess of the applicable Bank of Hours, the Parties will evaluate the extent to which the applicable Bank of Hours will be applied without resorting to additional resources. Where KDOR approves the utilization of additional resources, CGI will charge KDOR on time and materials basis.
- (i) Where the resources required for implementing an authorized Change will not be taken from those available in the applicable Bank of Hours, CGI shall notify KDOR of the cost of implementing such Change up front in accordance with the Resource Rate Table set out in Schedule 3.2 and await approval before proceeding.

Subject to Section 4(c), until such time as a Change is made and implemented in accordance with the Change Control Process, CGI shall, unless otherwise agreed by KDOR in writing, continue to provide the Services in accordance with the terms of the Technical Services Statement of Work No. 1 as if the request or recommendation had not been made.

**TECHNICAL SERVICES STATEMENT OF WORK No. 1**

**Schedule 4.2 - Governance**

**[Parties Note: This schedule is a draft. It will be reviewed and revised by the Parties within 90 days following the Effective Date.]**

**1. GOVERNANCE**

**1.1 Principles of the Governance Model**

Each Party will establish a contract management structure to deal with all issues related to the performance under the Technical Services Statement of Work No. 1. The principles of the governance model that the Parties agree to implement are:

- The Governance Team will be responsible for the management of all Services;
- All contacts and interaction (including work approval, New Services, business requirements, etc.) between CGI and KDOR will be managed through the Governance Team;
- The Governance Team shall be responsible for advising each Party's representatives having decision authority with respect to strategic and tactical decisions regarding the Services, including budget, Service Levels, and Dispute resolution under the Technical Services Statement of Work No. 1, as applicable;
- The Parties will mutually develop and follow specific procedures during the term of the Technical Services Statement of Work No. 1, which are to be set out in the Operational Framework;
- KDOR shall designate one of its representatives on the Governance Team to act as the chairperson for the Governance Team.

**1.2 Governance Team Structure**

The organizational charts set forth in Appendix 4.2-1 represent the proposed structure for the Governance Team which can be changed by mutual consent.

**1.3 Key CGI Roles**

"Client Partnership Management Officer" (CPMO) - all services delivered under the contract are the responsibility of the (CPMO), who is a qualified, senior IT leader, with the background and experience commensurate with the requirements of orchestrating IT services. The CPMO will provide management oversight of all key services and resources required to deliver the In-Scope Services.

**1.4 Committee(s)**

The following table describes the structure and roles of the governance committees established under this Schedule 4.2 (Governance).

#	Committees	Frequency	Responsibilities	KDOR Participants	CGI Participants
<b>Strategic Level</b>					
1)	Executive Steering Committee	Quarterly	<ul style="list-style-type: none"> <li>• Relationship evolution and alignment</li> <li>• Address escalated risks and issues</li> <li>• Define goals, objectives and guidelines</li> <li>• Define funding and business</li> </ul>	<ul style="list-style-type: none"> <li>• Secretary of Revenue (Chair)</li> <li>• Chief of Staff</li> <li>• Chief Information Officer</li> <li>• Public Relations Officer</li> </ul>	<ul style="list-style-type: none"> <li>• Senior Vice-President and US Southwest Business Unit</li> <li>• Sector Executive</li> <li>• Kansas City Metro</li> </ul>



#	Committees	Frequency	Responsibilities	KDOR Participants	CGI Participants
			priorities		Lead • Client Partnership Management Officer(CPMO)
<b>Management Level</b>					
2)	Management Committee	Monthly  (Will also serve as a management mechanism during the Transition Period bi-weekly)	<ul style="list-style-type: none"> <li>Manage performance of the services</li> <li>Monitor service level and scope compliance</li> <li>Manage the agreement in accordance with contract change procedures and approve the changes</li> <li>Resolve escalated issues from Service Delivery Committees</li> <li>Monitor and review financial performance</li> <li>Approve prioritization of work</li> </ul>	<ul style="list-style-type: none"> <li>Chief Information Officer (Chair)</li> <li>Chief of Staff</li> <li>Public Relations Officer</li> <li>Partner Manager</li> <li>Demand Manager</li> <li>Business Stakeholders (As Needed)</li> </ul>	<ul style="list-style-type: none"> <li>Sector Executive</li> <li>Kansas City Metro Lead</li> <li>Client Partnership Management Officer(CPMO)</li> <li>Transition Manager (during transition)</li> </ul>
<b>Operational Level</b>					
4)	Service Delivery Committee	Weekly	<ul style="list-style-type: none"> <li>Monitor the delivery of services including the transition</li> <li>Seek and resolve operational and delivery issues and escalate (as necessary)</li> <li>Create and communicate reports (as required)</li> <li>Review SLA compliance and continuous improvement</li> </ul>	<ul style="list-style-type: none"> <li>Partner Manager (Chair)</li> <li>Demand Manager</li> </ul>	<ul style="list-style-type: none"> <li>CPMO</li> <li>Service Delivery Leads</li> <li>Transition Manager (during transition)</li> </ul>
6)	Project Steering Committee (Potentially one per Project based on project size)	Weekly	<ul style="list-style-type: none"> <li>Follow-up on Project progress (budget, schedule, quality)</li> <li>Issue/Risk management</li> <li>Change request management</li> <li>Management of performance indicators</li> <li>Escalation if necessary</li> </ul>	<ul style="list-style-type: none"> <li>Project Manager(s)</li> <li>Business stakeholders</li> </ul>	<ul style="list-style-type: none"> <li>CPMO</li> <li>Project Manager(s)</li> </ul>

Parties to review and establish the following working groups during Transition:

- IT Daily Standup Committee – daily operations meeting across all towers
- Problem Management Committee – reviews problems and related action plans
- Project Priority Group (PPG) - meets regularly to prioritize Work Requests, projects and enhancements
- Production Operations Support Committee – reviews open production incidents

## 2 PLANNING AND BUDGET PROCESS

Once per Agreement Contract Year, at a mutually agreed upon time CGI and KDOR shall undertake a planning exercise to review KDOR' business plans, technological requirements and financial objectives relating to the Services. CGI will develop a CGI Annual IT Plan to support delivery of Services in the coming year. The planning process is described in Appendix 4.2-2 and includes the following major steps.

### 2.1 Yearly IT Planning Process

Each year, as part of KDOR annual planning exercise in conjunction with the Annual Technology Planning Process, KDOR will determine and plan its requirements in IT services.

The first step of this planning process will be for CGI, three (3) months prior to the target date of the end of KDOR Annual IT Plan, to provide recommendations relating to architecture, technical direction, and

any other area in which CGI or KDOR recognize an opportunity to leverage IS/IT to improve KDOR's business, efficiency and operations costs, including high-level estimates of the potential costs of such improvements. KDOR's yearly IT planning process shall consist of:

1. KDOR's organizational and business priorities as they apply to KDOR Annual IT Plan;
2. Infrastructure and applications roadmap and evolution plan;
3. Annual Project Roadmap for the upcoming year;
4. Current IT architecture and technological directions;
5. Current Service Levels and requirements for changes;
6. Lifecycle programs (Software and Equipment);
7. Annual software development and applications maintenance plans;
8. Adjustments to the Bank of Hours.

## **2.2 CGI Annual IT Plan**

Within four (4) weeks of receipt of the KDOR Annual IT Plan, CGI will deliver the CGI Annual IT Plan to KDOR for approval.

The CGI Annual IT Plan will include:

- 1 The strategies to respond to KDOR's requirements and to deliver Services;
- 2 All related costs and prices to respond to KDOR's requirements and to deliver Services (including financial impact);
- 3 Forecasted adjustments to the Service Levels;
- 4 Forecasted resources requirements and high level delivery plan to meet requirements for Application Support, Essential Services and Projects;
- 5 Forecasted adjustments to the Agreement, or Schedules, if any, and the justification for such forecasted adjustments;
- 6 CGI's Proactive, Preventive Maintenance Projects planned for the upcoming year;

KDOR Chief Information Officer (CIO) or its designated representative reviews and approves Changes to the financial baseline and pricing in accordance with the CGI Annual IT Plan. KDOR shall authorize and prioritize information technology investments and direction and CGI shall identify and communicate the related financial and operational impacts.

Once approved by KDOR, the CGI Annual IT Plan shall become the Annual Work Program. All changes to the Services and Fees will be processed in accordance with Schedule 4.1 (Change Control Process).

## **2.3 Delivery Management**

The second diagram (Delivery Management) attached as Appendix 4.2-2 provides an overview of the "Delivery Management" process based on the Annual Work Program.

### **2.3.1 Infrastructure Services**

CGI will coordinate with KDOR and KDOR's selected infrastructure partner to review and plan for infrastructure needs based on the CGI Annual IT Plan.

### **2.3.2 Application Services**

The Management Committee will track evolution and support activity on a regular basis. New requests are forwarded to Management Committee for prioritization and approval. To provide for efficient use of Bank of Hours, a proper backlog of requests will be maintained by KDOR to provide a monthly target of 125% of the available capacity.

## **3 CHANGE TO THE GOVERNANCE MODEL**

When needed and agreed upon by both Parties, adjustments to the Governance model will be implemented.

### **3.1 Change Management Governance**

KDOR Chief Information Officer or Management Committee shall approve any changes that have a material impact on any provision of the Technical Services Statement of Work No. 1, or that may impact the CGI Annual IT Plan in accordance with the Change Control Procedures identified in Schedule 4.1 (Change Control Process). Approval levels based on scope and size framework will be defined during the Transition Period and documented in the Operational Framework.

## **4 PROJECTS**

Subject to the provisions of the following paragraph, KDOR will continue to utilize its Project Management Methodology for its Project management activities. For all Projects requested by KDOR, CGI will develop a detailed Project Work Plan for information technologies activities according to CGI's Project Management Methodology. CGI will use its Project Management Methodology to plan and manage all Projects requested by KDOR. When appropriate, both Parties will mutually agree upon on the Project Management methodology to implement.

During the Transition, the Parties will plan and implement the transition from KDOR's IT Delivery Methodology to CGI's IT Delivery Methodology for Projects and to insert key integration points and deliverables with KDOR's methodologies (e.g., Change Management Methodology, Project Change Request Process, and KDOR' Project Management Methodology).

### **4.1 Project Management Governance**

Projects are incorporated into the Annual Work Program. Projects shall be managed and governed through the Projects Executive Committee. The Project Work Plan and status shall be submitted to the Projects Steering Committee for approval. Progress against individual Projects is monitored by the relevant Project Steering Committee.

## **5 CUSTOMER SATISFACTION ASSESSMENT**

CGI will implement its Customer Satisfaction Assessment Program (CSAP) where CGI solicits feedback from the client semi-annually on key quality indicators.

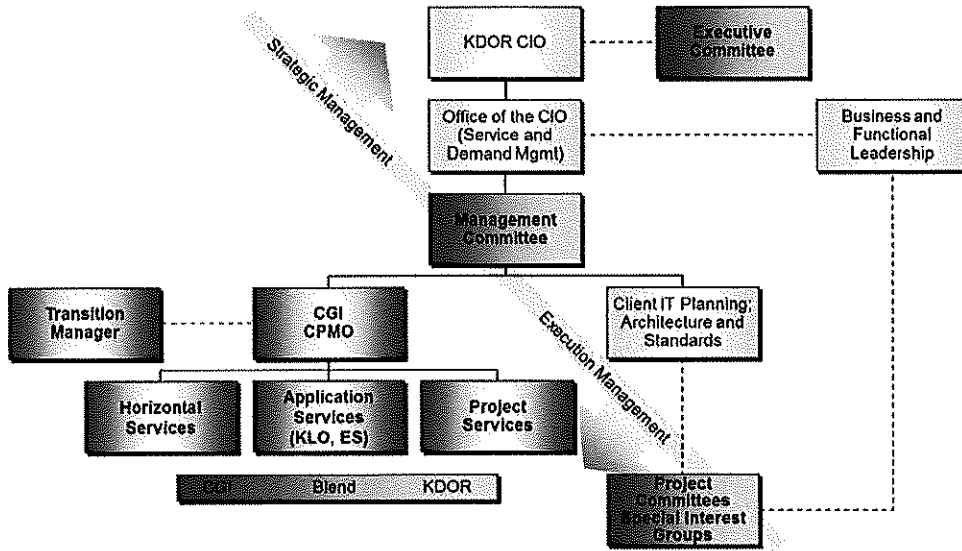
CSAP results will be reviewed with KDOR and quality improvement action plans will be jointly developed to address identified improvement opportunities.

## **6 OPERATIONAL FRAMEWORK**

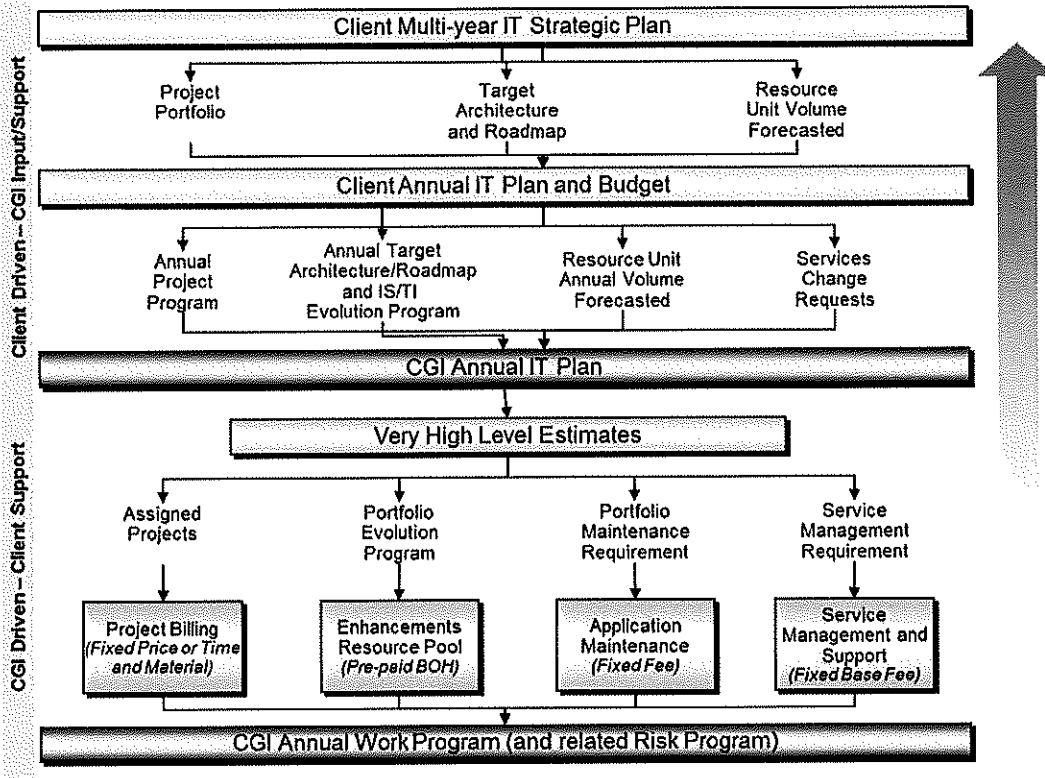
During the Transition Period, CGI and KDOR will jointly evolve the day-to-day operation and governance to include revisions to the existing services as well as the Services as described in this Agreement. The Operational Framework will document the procedures for CGI Services delivered to KDOR.

CGI defines escalation as a communication process that uses technical and managerial resources to help resolve incidents (including unforeseen problems) or requests for service. The Escalation Process is jointly developed during Transition and documented in the Operational Framework.

### APPENDIX 4.2-1 ORGANIZATIONAL CHART



### APPENDIX 4.2-2 ANNUAL IT PLANNING AND SERVICE DELIVERY WORKFLOW



## TECHNICAL SERVICES STATEMENT OF WORK

### Schedule 4.3 – KDOR Policies and Guidelines

#### 1. Overview

This Schedule 4.3 describes the KDOR Policies and Guidelines in place within KDOR as of the Effective Date that CGI is required to adhere to in delivering the Services to KDOR

For KDOR Policies and Guidelines issued subsequent to the Effective Date, the Parties agree that any changes to these KDOR Policies and Guidelines will be done in accordance with the Change Control Process. CGI acknowledges that any policies and guidelines that is applicable to KDOR or its employees is also applicable to CGI and its employees.

#### 2. Related Statutes and Documents

The following are a list of KDOR Policies and Guidelines:

Document Name	Version	Date
Kansas Open Records Act, K.S.A. 45-215 et seq.as amended.		
Kansas Project Management Methodology, K.S.A. 75-7203 et seq.as amended		
United States Department of Commerce National Institute for Standards and Technology (NIST) Special Publication 800-53 Recommended Security Controls for Federal Information Systems	Revision 4	April 2013
United States Department of Commerce National Institute of Standards and Technology Special Publication 800-23 guidelines to Federal Organizations on Security Assurance and Acquisition/ Use of Tested/Evaluated products. Recommendations of the National Institute of Standards and Technology		August 2000
KDOR Code of Ethics	Version (Both Associate & Supervisor)	4/5/2006 (Both Associate & Supervisor)
KDOR Conduct and Disciplinary Procedures	KDOR Policy and Procedure 2600.01 (Rev. 12/13)	12/2013
KDOR Privacy Policy	HR10	6/23/2010
KDOR Records Retention Policy	Being developed by Policy & Research	N/A

<b>Document Name</b>	<b>Version</b>	<b>Date</b>
KDOR Information Systems Security Policy	7001.7	4/2017
KDOR Computer Software Use Policy	7001.7	4/2017
KDOR E-Mail and Internet Policy	7001.7	4/2017
Kansas Employee Travel and Expense Policy issued by the Office of the Chief Financial Officer of the State of Kansas		



## TECHNICAL SERVICES STATEMENT OF WORK NO. 1

### Schedule 4.4 – Architecture Standards

#### 1. INTRODUCTION

CGI shall deliver the Services consistent with the KDOR technology architecture and standards documents as set out in Section 2 below.

From time to time, KDOR may issue updates to these standards which will be reflected in this Schedule that may impact the Services that are being delivered under this contract. Should any revisions or modifications require changes to the Services, these will be assessed and agreed in accordance with the Change Control Process.

#### 2. KDOR ARCHITECTURE STANDARDS

Listed or otherwise set forth below are KDOR architecture standards to be supported by CGI after the completion of Transition, with the exception of existing variances in the applications listed in Schedule 2 – Appendix 2.1. The architectural standards set forth in this Schedule 4.4 shall be further addressed by the Parties in the Annual Technology Plan, starting in Contract Year 1.

Document Name	Version	Date
The Kansas Information Technology Architecture	11.2	July 2009
Information Technology Enterprise Security Policy	IT Policy 7320 Revision 2	November 2004
Date Data Policy	IT Policy 6200	July 2007
Americans With Disabilities Act Compliance	Section 508 29 U.S.C. & 794d 36 CFR § 1194	