

**Statement of Work Addendum**

**Department of State Health Services – Vital Statistics  
Agreement #7180103**

**APPENDIX L TO DIR CONTRACT NO. DIR-CPO-  
4412**

**CAPTURE AND CONTENT SERVICES**

**STATEMENT OF WORK**

**FOR**

**Texas Vital Statistics Department of  
State Health Services**

Xerox Capture & Content Services with DocuShare

**Xerox Contract Number**

7180103-002

**DSHS Contract Number**

HHS0001306000001

**SOW Version Date**

FINAL

January 4<sup>th</sup>, 2023

## **Statement of Work Addendum**

### **Department of State Health Services – Vital Statistics Agreement #7180103**

#### **Table of Contents**

1	Description of Services .....	3
2	Project Scope .....	5
2.1	Project Scope Overview .....	5
2.1.1	<b>Project Scope - Transition, Training, and Go-Live</b> .....	6
2.1.2	<b>Project Scope – Ongoing Services &amp; Support</b> .....	8
2.1.3	<b>Effort and Schedule:</b> .....	9
3	Xerox and Customer Responsibilities .....	10
4	Project Assumptions and Risks.....	11
4.1	Project Assumptions .....	11
4.2	Project Risks .....	11
5	Terms and Conditions .....	12
6	Acceptance.....	13
	Attachment A: Future State Document Workflow.....	14
	Attachment B: DocuShare Filing & Security .....	15
	Attachment C: ABBYY Deliverables .....	16
	Attachment D: Pricing and Solution Assumptions .....	17
	Attachment E: EULAs .....	19

## Statement of Work Addendum

Department of State Health Services – Vital Statistics  
Agreement #7180103

### 1 DESCRIPTION OF SERVICES

---

#### 1.1 Executive Summary

This Statement of Work (“**SOW**”) is made by and between Xerox Corporation (“**Xerox**”) and Texas Department of State Health Services (DSHS) (“**Customer**”) which shall collectively be known as the “**Parties**” pursuant to the terms and conditions in [Xerox Contract Number 7180103] of DIR Contract DIR-CPO-4412 (“**Contract**”) dated 08-26-2020 between the Parties.

In case of a conflict between the terms in this SOW and the DIR Contract DIR-CPO-4412, the terms of DIR Contract DIR-CPO-4412 shall control.

This SOW sets out the provision of Services for Capture and Content Services (“**Services**”) by Xerox in the Output Environment at the Sites. Xerox shall design, create, install, and operate the Services solution in three (3) phases: Transition, Transformation, and Service Operations as further described herein.

Customer agrees that all elements of the proposed Services (Services, Devices, and Sites) will be included in the Transformation, and in accordance with the key days shown below. In addition, all Transition and Transformation activities for all Sites must be completed prior to Xerox’s notification of the completion of Transformation. Customer’s failure to implement all elements of the proposed Services as documented in this SOW, prior to completion of Transformation, could result in a review of the Enterprise Design Principles, prompting re-scoping and / or re-pricing activities, and additional charges may be incurred by Customer.

#### 1.2 Term and Effective Date

The Term of this SOW shall commence on the date Xerox countersigns the SOW through DocuSign (Effective Date) and continue for thirty-six (36) months from the date of the completion of Transformation as documented by Xerox in its written notification to Customer as referenced herein, including any extensions thereto as mutually agreed upon by the Parties.

**Statement of Work Addendum**

**Department of State Health Services – Vital Statistics  
Agreement #7180103**

PAGE INTENTIONALLY LEFT BLANK

## **Statement of Work Addendum**

**Department of State Health Services – Vital Statistics  
Agreement #7180103**

## **2 PROJECT SCOPE**

---

### **2.1 PROJECT SCOPE OVERVIEW**

The scope of this project is to provide the combination of software, technology, people, and processes (“Solution” or “Services”) as defined in the SOW for document capture capabilities that automate the classification and data extraction of up to eighteen (18) agency forms for distribution and storage from within DocuShare 7.6 Electronic Content Management System (EDMS).

The scope of this SOW includes the following milestones to ensure the successful implementation and ongoing support to meet client expectations and deliverables.

- **Transition** - A period of time required to design, procure, build, and test the Solution.
- **Training** - Xerox will provide both end user and administrator training to Customer staff based on a “Train the Trainer” training model to be mutually agreed upon by both Parties.
- **Go-Live** – Date the Services are active in a live production environment after all of the testing, deliverables, and sign-offs have been completed by both Parties.
- **Ongoing Service & Support** – Xerox will provide ongoing maintenance, support, and applicable upgrades to maintain the Solution at optimal performance and ensure client satisfaction

**Additional project scope deliverables are outlined in the following attachments:**

- A. Attachment A: Future State Document Workflow
- B. Attachment B – DocuShare Filing & Security
- C. Attachment C – ABBYY FlexiCapture Overview
- D. Attachment D – Pricing & Solution Assumptions
- E. Attachment E – End User License Agreements

## Statement of Work Addendum

### Department of State Health Services – Vital Statistics Agreement #7180103

#### 2.1.1 Project Scope - Transition, Training, and Go-Live

**Table 2.A – Transition, Training, and Go-Live**

ACTIVITY	DESCRIPTION
Kickoff and Planning (Team)	<ul style="list-style-type: none"> <li>- Review the SOW to make sure it is understood and that it is reflecting expectations</li> <li>- Identify each person’s role in the project</li> <li>- Check the availability of hardware platforms (VM vs Server), OS, DB and client workstation if needed</li> <li>- Perform Discovery and Design to establish final Business Requirements of the Solution</li> <li>- Establish and document that final Business Requirements do not exceed SOW limits</li> <li>- Xerox will schedule and host a kickoff meeting within 4 weeks of signed SOW.</li> <li>- Xerox will provide a Project Plan, including deliverables and deadlines, within 20 business days of kickoff meeting.</li> <li>- Customer will acknowledge receipt of each Xerox deliverable, including the Project Plan, in writing. Customer shall review and provide feedback within 10 business days. If the Customer is unable to provide a timely response, Customer shall notify Xerox of the reason for delay and negotiate a revised due date. Any clarifications or updates required by the Customer will be made by Xerox within 5 business days and resubmitted to the Customer. Customer will accept each Xerox deliverable in writing.</li> <li>- Changes to any deliverables date within the Project Plan must be agreed to in writing. If there is indication that a date cannot be achieved, Xerox shall provide written notice to the Customer and include recommended action plan to bring project back into compliance. The Customer and Xerox shall meet to discuss and mutually agree on a suitable action plan.</li> </ul>
DocuShare Server installation (Xerox)	<ul style="list-style-type: none"> <li>- Install DocuShare 7.6 on Customer provided server hardware or in VMware. (See System Requirements below)</li> <li>- Apply patches and fixes to bring the server to the latest patch level</li> </ul>
DocuShare Server Configuration (Xerox)	<ul style="list-style-type: none"> <li>- Initial DocuShare 7.6 configuration which will include the following: User/groups: Create up to eighteen (18) user groups, up to one hundred (100) users Configuration of up to one (1) CIM intake profile, up to one (1) CIM queues based on metadata from ABBYY FlexiCapture supplied CSV files Creation of up to one (1) custom object type and up to fifteen (15) unique properties Configuration of content rules to provide auto name and auto file for up to one (1) class types (See Attachment B: DocuShare Filing &amp; Security) Configuration of up to fifteen content rule actions to assign permissions based on specified groups</li> <li>- Document retention configuration for one (1) object type consisting of up to one (1) routing templates, up to one (1) content rule action, one (1) content rule variable, and up to one (1) notification</li> </ul>

## Statement of Work Addendum

### Department of State Health Services – Vital Statistics Agreement #7180103

ACTIVITY	DESCRIPTION
Custom Software (Xerox)	<ul style="list-style-type: none"> <li>- Install custom software to set a Boolean value to “true” on the most recent document submission among documents with the same “remit” number; others with same “remit” are set to false. The purpose is to support returning a single document from a TxEver DocuShare Connector request based on a “remit” value without complexity of performing sorting, selection by date, or post query scripting to obtain the latest document in the collection by the “remit” (Requires DocuShare App Connector license).</li> </ul>
ABBY FlexiCapture Configuration (ABBY)	<ul style="list-style-type: none"> <li>- <b>See Attachment C: ABBY Deliverables.</b> Provide FlexiCapture software installation assistance for: Up to three (3) scan stations on Customer supplied workstations<sup>1</sup> Up to five (5) verification stations on Customer supplied workstations<sup>1</sup> Configure and train up to eighteen (18) Customer service request forms for FlexiCapture intake Capture and extract up to eight (8) data elements for export Integration with (See: Attachment A: Future State Document Workflow): TxEver system: Metadata provided for import to TxEver DocuShare: Document image and metadata for import via CIM</li> </ul>
Testing	<ul style="list-style-type: none"> <li>- Perform quality assurance testing of the Solution</li> <li>- Remote support of User Acceptance Testing (UAT) <ul style="list-style-type: none"> <li>o Up to two (2) hours of UAT support is included with the SOW<sup>2</sup></li> <li>o UAT shall not exceed eight (8) business days of Customer testing. Reported performance issues shall be remediated by Xerox within five (5) business days of notification</li> <li>o Customer UAT of Xerox fixes, patches, and remediated issues shall happen within five (5) business days notification</li> </ul> </li> <li>- UAT review &amp; signoff meeting</li> </ul>
ABBY and DocuShare Support (CLIENT)	<ul style="list-style-type: none"> <li>- Submit a support request for Solution:</li> <li>- E-mail: <a href="mailto:docushare.support@xerox.com">docushare.support@xerox.com</a></li> <li>- Submit Via Web Portal:</li> <li>- <a href="https://577842.extforms.netsuite.com/app/site/crm/externalcasepage.nl?compid=577842&amp;formid=19&amp;h=AAFdikaIOqcqT_QjQrJP3cH0FErzN32C2Sda7qirFV-gQHo7no">https://577842.extforms.netsuite.com/app/site/crm/externalcasepage.nl?compid=577842&amp;formid=19&amp;h=AAFdikaIOqcqT_QjQrJP3cH0FErzN32C2Sda7qirFV-gQHo7no</a></li> <li>- Xerox will provide personnel as a single escalation point to support service-related issues which can be logged with our Helpdesk by calling 1-877-XXR-4HHS (877-979-4447)</li> </ul>

## Statement of Work Addendum

### Department of State Health Services – Vital Statistics Agreement #7180103

ACTIVITY	DESCRIPTION
Training	<ul style="list-style-type: none"> <li>- Deliver training, including documentation or links to documentation and the following high-level items:</li> <li>- DocuShare (Sessions may be recorded for Customer use)               <ul style="list-style-type: none"> <li>o End User: One (1) remote session of not more than one (1) hour.                   <ul style="list-style-type: none"> <li>▪ Interface features</li> <li>▪ Document structure</li> <li>▪ Adding and managing content</li> <li>▪ Searching</li> </ul> </li> <li>o Administrator: One (1) remote session of not more than two (2) hours.                   <ul style="list-style-type: none"> <li>▪ Users and groups management</li> <li>▪ Access permissions management</li> <li>▪ Monitoring and managing workflow</li> <li>▪ Solution operations [Specific elements included in the Estimate]</li> </ul> </li> <li>o Administrator: One (1) remote session of not more than two (2) hours.                   <ul style="list-style-type: none"> <li>▪ Users and groups management</li> </ul> </li> </ul> </li> </ul>
Deliverables review and signoff	<ul style="list-style-type: none"> <li>- Review all project deliverables</li> <li>- Review process of engaging DocuShare Support</li> <li>- Project completion signoff</li> </ul>

#### 2.1.2 Project Scope – Ongoing Services & Support

The following support and ongoing Services are included as part of this SOW.

##### A. Technology Support

- a. Xerox will support ongoing technical needs and troubleshoot operational issues for the scanning technology based on the following
  - i. Next-business day, onsite support
  - ii. Consumable parts based on 1.2M annual images (maintenance kit, ADF roller, Reverse pickup kit, and Pickup Roller Kit)
  - iii. Parts required beyond stated image volume subject to additional charge at quoted market price at time of request

##### B. Technology Management

- a. Xerox manages its document services hardware and software technology as contracted, proposing additional technology acquisitions, as required to meet customer's needs.

##### C. Operations Management

- a. Xerox provides ongoing quarterly operational reviews and ensures client satisfaction.



## Statement of Work Addendum

### Department of State Health Services – Vital Statistics Agreement #7180103

**Service(s) Provided: Administrative & Account Management Services**

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code
<p style="text-align: center;"><b>Customer Interface:</b></p> <p>The Xerox Account Associate is available on call to provide contracted services to the client.</p>	The Xerox Service Delivery Manager is available on call to provide billing support to the client Monday to Friday with standard hours of 8:00a.m to 5:00p.m. (local time).	<b>AAS-101</b>
<p style="text-align: center;"><b>Account Review:</b></p> <p><b>Xerox holds operations reviews with the client to:</b></p> <ol style="list-style-type: none"> <li>1. Review the success of the program, outstanding issues, and other agreed-upon agenda items.</li> <li>2. Review opportunities for improvement</li> </ol>	Account reviews will be scheduled and conducted with the client by the Client Account Manager on a quarterly basis.	<b>CE-604</b>
<p style="text-align: center;"><b>Technology Support</b></p> <p>Xerox will communicate Technology support issues to maintain optimal operation of scanning hardware.</p>	Xerox will request support of the 3rd party scanning hardware on behalf of the client with Next-Business Day, onsite support	<b>Custom</b>

#### 2.1.3 Effort and Schedule:

- A. Services will be delivered as off-site (remote) services only. Please refer to the “Xerox and Customer Responsibilities” section for requirements to support remote access and training delivery
- B. All Services will be provided during normal business hours (8am-5pm Monday-Friday in the CST time zone)
- C. Xerox will provide the delivery and coordination of the Services to assist the Customer throughout the Project.
- D. Xerox may assist the Customer with additional time and effort for support beyond those tasks identified in the Project Scope section above, but those activities and their associated costs are not included in this Statement of Work.
- E. All Services shall be performed on mutually agreeable dates.  
Upon agreement by Customer and Xerox of dates for delivery of Services, an email confirmation will be provided, and the services shall be deemed scheduled. Both Xerox and Customer shall use commercially reasonable efforts to attend all scheduled Services meetings.
- F. Customer and Xerox acknowledge and agree that once the Services have begun, Customer and Xerox shall cooperate for the duration of the Services schedule to ensure all dates are met and deliverables provided as per the Project Plan.
- G. All professional services will be deemed as delivered and complete when all tasks of this SOW are executed.

#### System requirements:

- For DocuShare server: <https://www.xerox.com/en-us/services/enterprise-content-management/docushare/system-requirements>

## Statement of Work Addendum

### Department of State Health Services – Vital Statistics Agreement #7180103

## 3 XEROX AND CUSTOMER RESPONSIBILITIES

---

- A. Xerox will provide a single point-of-contact for the Customer who will serve as the Project Manager, and an additional individual who will act as the Backup Project Manager, both of whom will be fluent in the English language.
  - B. Xerox will promptly remove and replace personnel at the request of the Customer. Xerox will provide Customer written notice of any plan to add, remove, or replace personnel.
  - C. Xerox will work with the Customer on all necessary technical installations and configurations required for the solution to be successful.
  
  - D. Customer will provide a single point-of-contact (Project Manager) to work with Xerox on the project, who is fluent in the English language. Customer will also provide a Project Sponsor with signoff authority, who will affirm project completion.
  - E. Customer will provide access to key Customer IT resources during the install: server administrator, network administrator, and DBA database administrator
  - F. Xerox and Customer will coordinate/facilitate communication between Xerox personnel and Customer personnel who support this effort
  - G. Prior to project start (mandatory), Customer will provide the following:
    - i. Installation and configuration of all servers, including hardware, operating system, enterprise database manager services, including patches and service packs at the agreed / supported level, along with network integration, backups, and disaster recovery / failover if required
    - ii. Provide any required network connections from the server location to the workstation installations
    - iii. Provide / enable remote access to all servers and Customer systems involved in this project, including administrative accounts (OS and Database)
    - iv. Provide secure remote access to all servers defined in this SOW
    - v. Support/participate in all installation activities, if possible.
  - H. Customer will not share any software code or confidential intellectual property belonging to the Customer or any other company with Xerox or its employees or contractors
- The Customer is responsible for creating scripts and executing User Acceptance Testing (UAT) on the completed Solution to verify that the Business Requirements have been correctly implemented.
  - For CIM ingestion of content, Customer is responsible for providing metadata files that meet the requirements of the CIM File Guide that is attached to this SOW.
  - Xerox is responsible for configuring and attaching scanners or MFPs to ABBYY FlexiCapture scan stations.
  - Customer is responsible for verifying the CSV output file is complete and accurate from ABBYY FlexiCapture for ingestion into DocuShare.
  - Customer is responsible for management and usage of the output files after they are written to the Customer designated location
  - Customer is responsible for developing Application Connector URLs based on ABBYY metadata

## **4 PROJECT ASSUMPTIONS AND RISKS**

---

### **4.1 PROJECT ASSUMPTIONS**

This proposal is based upon the following assumptions:

- A. The information provided to Xerox prior to the development of this SOW is accurate
- B. Xerox will have four weeks from date of acceptance, as evidenced by an authorized signature on this document, to plan, staff and begin the proposed project

### **4.2 PROJECT RISKS**

The identified risks to the project schedule or costs are:

- A. Availability of Customer staff to participate in the project.
- B. Timeliness of Xerox in providing deliverables, solution, and fixes to defects
- C. Availability of remote access.

## 5 TERMS AND CONDITIONS

---

### 5.1 Project Change Request

- A. If during the Contract term, either party discovers information that would change the scope of the project, as defined in the agreed-to SOW, an investigation will take place to acquire all final information including costs. A Project Change Request ("PCR") will be introduced, including the results of the investigation, for approval. The PCR will describe the requested change(s), the rationale for the change(s), and the effect the change(s) will have on the project timeline, budget, technology, quality and or terms.
- B. Upon receipt of the proposed PCR, the receiving party will review the proposed change(s) and will approve or reject the PCR.
- C. Signing the PCR will constitute approval of the PCR. A PCR must be signed by both parties to authorize its implementation.

### 5.2 Customer Non-Response

A successful project requires diligence and timely participation by both Parties. If the Customer's team ceases to interact with Xerox for a period of more than four weeks, the project will be deemed to be concluded and final billing will be submitted per the Project Completion provision below.

### 5.3 Xerox Performance

The Customer expects that all Services will be provided in a manner consistent with acceptable industry standards to meet the mutually agreed upon deliverables set forth in this SOW.

### 5.4 Project Completion

Upon completion of the project, when all deliverables including solution have been delivered to the Customer and accepted in writing by the Customer, Xerox will submit an Acceptance Sign-Off document for signature by the authorized Customer representative. This document summarizes the deliverables outlined in the SOW and any relevant PCR(s). Signature by the Customer representative signifies completion of the project defined by that SOW and any relevant PCR(s). If the Customer does not return the signed Acceptance Sign-Off document to Xerox within five (5) business days of the Acceptance Sign-Off document submission, the Acceptance Sign-Off document is deemed accepted by Customer and Xerox is entitled to proceed with final billing. The Acceptance Sign-Off will include an option to reject acceptance. If acceptance is rejected, then Xerox will have an additional 30 calendar days to meet acceptance. If not accepted at the end of the additional 30-calendar day period, Xerox will be notified in writing that DSHS will not proceed with final payment and reserves the right to terminate the Services.

### 5.5 Damages

Xerox Company's liability to the Customer for direct damages will in no event exceed the fees paid for the Services provided under this SOW.

### 5.6 SOW Validity

- A. SOW Validity. This SOW was signed by Xerox on August 22, 2022, but was not provided to DSHS for final review until December 9, 2022. It is valid for a period of ninety (90) days from December 9, 2022. If the SOW is not signed within the ninety-day time period, an updated SOW must be provided.
- B. The SOW must be signed in order to proceed with work.
- C. Any SOW that is not signed by both Parties is not binding.
- D. Xerox has 4 weeks from the date the SOW is fully executed in which to assign a Delivery Engineer. Customer will have opportunity to meet Delivery Engineer before the formal assignment. The Delivery Engineer will engage the Customer and schedule a kickoff meeting to formally agree on an implementation timeline and project plan.

## 6 ACCEPTANCE

---

By signing below, Customer authorizes Xerox to commence performance of Services as described in this SOW.

*Customer*

DocuSigned by:  
*Manda Hall, MD*  
Signature: \_\_\_\_\_  
202CEA5A9C164E2...

Name: Manda Hall, MD  
Title: Associate Commissioner for Community Health Improvement

Date: January 11, 2023

*Xerox*

Signature: *Ann M. Russo*

Name: Ann M. Russo

Title: General Manager

Date: 8/22/22      Countersigned 1/17/23