

APPENDIX F TO DIR CONTRACT NO.
DIR-TSO-2547

<<CUSTOMER LOGO>>

<<Project Name>>



Statement of Work

<<Customer Name>>

<<Project Name>>

Statement of Work

<<Month/Day/Year>>

Prepared for:

<<Customer Representative Name>>

<<Customer Title>>

<<Address>>

<<City, State, Zip>>

<<Phone>>

<<Email>>

Provided in Confidence by:

<<Ciber Representative Name>>

<<Title>>

<<Address>>

<<City, State, Zip>>

<<Phone>>

<<Email>>

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Revision History

Date	Version	Description of Revision

Protection of Confidential Information

This document contains confidential and proprietary information (“Information”) concerning Ciber’s services and methodology. By receiving this document, Recipients agree:

- (a) that Ciber intends for this Information to be proprietary to Ciber;
- (b) that Recipients will protect Ciber’s proprietary and confidential information; and
- (c) that the confidentiality of information pertaining to Ciber’s services and methodology is governed by Appendix A, Section 10.H to DIR Contract No. DIR-TSO-2547.

If Recipient is a governmental entity that must comply with requests to disclose this SOW in accordance with open record laws, Ciber agrees that Recipient may disclose the Information as necessary to comply with the applicable open record laws.

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1. Introduction

This Statement of Work (SOW), effective on <<SOW Date>>, is incorporated into and is subject to the terms and conditions of DIR Contract No. DIR-TSO-2547 (the "Agreement"), and the <SOW> between Ciber, Inc. ("Ciber") and <<Customer Name>> ("Customer") dated <<MSA Date>>. Any inconsistency between this SOW, implementing documents incorporated into this SOW, the Agreement, or any purchase orders or supplemental agreements, shall be decided in this order of precedence:

- (a) DIR Contract No. DIR-TSO-2547
- (b) Appendix A to DIR Contract No. DIR-TSO-2547
- (c) Appendix B;
- (d) Appendix C;
- (e) Appendix D;
- (f) Appendix E;
- (g) Appendix F;
- (h) any approved Project Change Requests and implementing documents to the SOW in order from the most recent to the earliest date;
- (i) the SOW;
- (j) purchase orders and supplemental agreements.

Any capitalized terms that are not defined in this SOW will have the meanings given in the Agreement.

2. Scope

This section describes the work that is considered In-Scope and Out-of-Scope for the <<Project Name>>.

2.1. In-Scope

2.2. Out-of-Scope

Work that is not specifically listed above as In-Scope is considered Out-of-Scope for this SOW.

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3. Deliverables

3.1. Description

The following deliverables will be produced under this SOW.

Table 1: Life Cycle Phases/Deliverables

Phase	Project Deliverables

3.2. Acceptance Management

Acceptance by Customer of the project's deliverables means that the deliverables have been completed in accordance with this SOW.

Ciber and Customer will agree upon acceptance criteria for each deliverable. Acceptance criteria must be documented as part of the Project Management Plan or Deliverable Expectation Document (DED) developed during the planning efforts of the project. Upon completion and approval by both parties, the Project Management Plan and/or DED shall be incorporated into the SOW by this reference. The parties agree to the following Acceptance Management process:

- a. The Ciber Project Manager will submit a deliverable acceptance form for each completed deliverable to the designated Customer approver.
- b. Customer approver will accept or reject the deliverable within seven (7) business days from the receipt of the Project Manager's notification of completion.
- c. If Customer approver does not accept or reject the deliverable within seven (7) business days from the receipt of the Project Manager's notification of completion and does not communicate a reasonable timeframe in which a decision will be made, the deliverable will be considered accepted.
- d. Within seven (7) business days after receipt of the Project Manager's notification of completion, Customer may give Ciber a written letter specifying any deficiencies in the

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deliverable (the “Deficiencies”). Such letter shall specify the particular criteria or requirement(s) detailed in the SOW, with which the deliverable does not comply. In the event of any alleged Deficiencies, Ciber shall proceed in a commercially reasonable manner to correct at its own expense such Deficiencies, if they so exist. After the Deficiencies have been corrected by Ciber and subsequent notice is given to Customer, Customer may again run such acceptance tests as it desires and thereupon deliver to Ciber a list of any additional or non-corrected Deficiencies within seven (7) business days of such subsequent notice, and at Customer’s discretion, Customer may terminate all or part of the Purchase Order for the Deliverables. In the event Customer elects to terminate the Purchase Order or a portion thereof, Ciber shall reimburse Customer all payments made by Customer for the deficient Deliverable, including but not limited to the cost to return the Deliverable to Ciber. If Customer (a) begins use of the Deliverable in a production environment before acceptance, or (b) fails to notify Ciber of its acceptance or non-acceptance within seven (7) business days of receipt of the Project Manager’s notification of completion, Customer shall be deemed to have accepted the Deliverable and shall have no further recourse under this Section. Further corrections or revisions will be addressed under the Warranty provision of the Agreement.

The following Customer person(s) has been designated as the approver of deliverables and services for the project:

Name:

Title:

4. Work Approach

This section defines Ciber’s approach to managing and delivering the work associated with this project.

4.1. Project Management

Ciber will plan, execute, control, and communicate the progress of the project using the Ciber Project Management Methodology (CPMM).

Ciber’s PMRx® Project site will be used to track project progress, information, and artifacts; and to capture, track, and communicate the overall status of the project.

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4.2. Delivery Method

Ciber’s Incremental Prototyping Methodology (IPM) will be used to provide management of the solution delivery process.

Table 2: Delivery Method

Phase	Description

4.3. Technical Environment

Ciber will depend upon the technical environment described below in order to perform the work in this SOW.

Table 3: Technical Environment

Description: Platform, Vendor, Version	Provisioning Responsibility
Hardware:	
Software:	
Network Connectivity:	Customer will: <ul style="list-style-type: none"> • Provide VPN or other network access to project development and test environments, and to other system environments necessary for the project, for all project members requiring access to perform their tasks. • Provide application access to applicable systems for project members. • Assign a point of contact or define a process for gaining access and resolving access issues.
Configuration Management Tool:	
Project Portal: Ciber’s PMRx® Project Portal will be used to store and manage project	Ciber will provide the PMRx® portal site and manage access for all team members.

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Table 3: Technical Environment

Description: Platform, Vendor, Version	Provisioning Responsibility
documentation (e.g., work plans, status reports, and non-code deliverables).	

4.4. Work Location

Ciber will perform the work from the following locations. Ciber consultants may perform certain activities remotely that are considered part of the billable services under this SOW.

Table 4: Work Site Locations

Site Name or Location	Work Performed
Customer Location	
Ciber Global Solution Center(s)	
Ciber Office and Location	

5. Project Organization and Governance

5.1. Project Organization

The Organization Chart below depicts the key project roles and the anticipated communication channels for the project.

Figure 1: Project Organizational Chart

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5.2. Issues Escalation

Throughout the project issues may arise requiring further information or a decision for resolution. The project team's objective is to resolve all issues at the lowest level possible. When an issue cannot be resolved at the project team level, the following escalation path will be followed. Each contact shall have the amount of time indicated in the "Response Time" column for bringing resolution to the issue, prior to the issue being escalated to the next contact level.

Table 5: Escalation Contacts

	Ciber	Customer	Response Time
First Level Contact			# business days
Second Level Contact			# business days
Third Level Contact			# business days

Should no resolution be reached after following this escalation path, either party will refer the dispute to the dispute resolution process defined in the Agreement, if any, before exercising any other rights and remedies available at law or in equity.

5.3. Project Change Management

The following Project Change Management process will be used to manage all alterations to this SOW. Examples of alterations include but are not limited to: changes in scope, to deliverables (including accepted deliverables), to the schedule and to costs occurring for any reason, including failure of Customer to fulfill its roles and responsibilities, unforeseen events, delays caused by Customer, and inaccurate assumptions and dependencies. Ciber will not perform services not described in this SOW until a Project Change Request has been approved.

1. Either party may notify the other of intended changes by completing a Project Change Request (PCR) form which provides justification for the change and the proposed impact to the project's scope, schedule, and cost.
2. If Customer has initiated the PCR, Ciber will respond to the PCR with the impact to the project's scope, schedule and cost, also referred to as a PCR in this process.
3. The Customer approver will approve or reject the PCR within seven (7) business days from the receipt of the PCR form.

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4. If the Customer approver does not approve or reject the change request within Seven (7) business days from the receipt of the PCR form and does not communicate a reasonable timeframe in which a decision will be made, the requested change will be considered deferred:
 - a. The change request status will be logged, tracked and managed as a 'deferred' request.
 - b. Work will progress without incorporating the requested change into the work plan.
 - c. Where an approval or rejection decision is necessary for the project to progress, the Ciber and Customer will use the Issues Escalation process below.
5. For change requests that are outside the stated project scope, the Customer approver will authorize budget and/or schedule allowance for Ciber on a time and materials basis for the initial analysis of a change request.
6. Ciber and Customer shall resolve disputes regarding the 'in scope' or 'out of scope' classification of work using the Issues Escalation process.

The following persons have been designated as responsible for obtaining signature approval of change requests for the project:

Ciber, Inc.

Customer

Name: <<Ciber Representative >>

Name: <<Customer Representative>>

Title: <<Ciber Representative Title>>

Title: <<Customer Representative Title>>

5.4. Unforeseen Conditions and Events

If unforeseen conditions are discovered or unforeseen events occur that materially affect the original scope of work, Ciber will work with Customer to adjust the scope, cost and schedule of this SOW using the Project Change Management procedures.

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6. Ciber Roles and Responsibilities

6.1. Ciber Roles

The following roles will be provided by Ciber. Ciber has the right to temporarily or permanently remove, re-assign and replace consultants, in its sole discretion. Ciber shall replace any assigned consultant with a consultant possessing the skills required to perform the assigned activities.

Ciber has the right to temporarily or permanently remove, re-assign and replace consultants in its sole discretion. Ciber will provide written notice prior to removing or re-assigning any key personnel designated below. Ciber shall replace any assigned consultant with a consultant possessing the skills required to perform the assigned activities.

Table 6: Ciber Key Personnel

Role	Role Description

6.2. Ciber Responsibilities

Ciber is responsible for the following:

Table 7: Ciber Responsibilities

Area	Project Responsibilities

7. Customer Roles and Responsibilities

Ciber will depend upon Customer and is entitled to rely upon Customer to provide the following roles and responsibilities in order for Ciber to perform the work described in this SOW.

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7.1. Customer Roles

Customer will provide the following roles to facilitate the scope of work.

Table 8: Customer Roles

Role	Role Description

7.2. Customer Responsibilities

Ciber will rely upon the following Customer responsibilities to perform the work described in this SOW

Table 9: Customer Responsibilities

Area	Project Responsibilities
Data Protection	<p>Customer is responsible for all physical, administrative, network, and electronic data protection required by Customer's operations and applicable law for its facilities, operations, policies, and data, including without limitation, providing appropriate notices and systems of records required under applicable law. Customer is responsible for compliance with all legal requirements. Ciber will require its employees to follow Customer's policies and procedures. Ciber is entitled to rely on the protections implemented by Customer.</p> <p>As required by HIPAA/HITECH, in Customer's facilities and on Customer's systems, Customer is solely responsible for (a) providing prudent and appropriate physical, technical and administrative protections for its facilities, systems, data, materials, and PHI, and (b) compliance with all applicable laws and regulations, governing its business operations, including laws governing data privacy and security. Ciber will require its employees to follow Customer's policies and procedures. Ciber is entitled to rely on the protections implemented by Customer.</p>

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Table 9: Customer Responsibilities

Area	Project Responsibilities
Project Resources	<p>Customer shall ensure that all Customer resources are available for project tasks as defined in this SOW and the Project Management Plan or other communicated schedule of activities. Customer shall ensure that assigned personnel have the skills to execute their assignments, have the authority to perform the work and make decisions, and that they fully participate in completing the effort of each task. Customer shall ensure that its personnel do not have other responsibilities outside of this project that affect their ability to perform their project assignments in a timely manner.</p> <p>Other Customer projects that are currently underway or may start during this project will not limit the availability of the resources, facilities, or technical infrastructure assigned for this project.</p>
Project Information	Customer shall ensure that all information and data supplied to Ciber with respect to this project is complete, clean and accurate.
File Back-up	Customer will maintain current comprehensive back-ups for all files, data, and programs that could be affected by the services and implement procedures for recovering and reconstructing any files, data, and programs affected by the services
Policies	Customer will provide Ciber with a copy of all policies, standards and regulations applicable for these services, and provide an initial training class for Ciber team members. Ciber will comply with such policies, standards and regulations and mutually agree with Customer on any aspects that are not applicable or are outside of Ciber's scope of work.
On-site workspace	Customer shall provide work areas, phones, network connections, and access to shared printers and conference facilities for on-site Ciber team members.
Vendor Management	Customer will monitors progress of Customer vendors contributing to the project and resolves issues regarding vendor performance and/or deliverables. Customer is responsible for impacts to the project due to vendor performance issues.

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Table 9: Customer Responsibilities

Area	Project Responsibilities
<i>Software Licenses</i>	<i>Customer has sole responsibility for compliance with all software license agreements, including payment of fees and providing access, developer licenses (if applicable) and user licenses to Ciber personnel in order to fulfill its responsibilities under this SOW. Customer must maintain a current support and maintenance agreement with the software vendor during the term of this SOW. Ciber does not provide any warranties for third party software or products that Ciber does not provide however, Ciber will assign applicable manufacturers' warranties to the Customer.</i>
Data Security and Privacy with Mobile Applications	Customer assumes all risks associated with incorporating sensitive data into mobile applications provided as part of this SOW and is solely responsible for ensuring that modification and use of the mobile application and all content complies with all applicable laws regarding data privacy and security, including without limitation, posting all notices and obtaining all consents required by law.

8. Customer Project Reserve

The following table lists the risks that have been initially identified for this project that could affect the planned scope, schedule, or budget. Throughout the life of the project, Customer should consider a reserve fund to address these risks and others that arise. If necessary, the parties will address scope, schedule, and budget changes resulting from risks using the Project Change Management Process. A reserve for budget and schedule change *is not* included in Ciber's price or in the estimated schedule.

Table 10: Project Risk Events

Risk Event	Mitigation Strategy	Potential Impact

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9. Dependencies

Ciber will rely upon the following dependencies to perform the work described in this SOW

9.1. Data Protection

Ciber is not responsible for (a) failure of Customer to implement the required and appropriate protections for its facilities, systems, data, materials, and Confidential Information, (b) failure of any protections implemented by either party in compliance with Customer's policies, procedures or directions; or (c) the acts or omissions of Customer, (including its officers, directors, agents, and employees), or any third party, including liability for any security breach or unauthorized access to data or information caused in any way by these parties.

To the extent that Ciber personnel have access to or are handling Personal Health Information (PHI) on Customer's systems or In Customer's facilities, they do so (a) at Customer's direction; (b) in accordance with Customer's established plans, policies, and procedures; and (c) in reliance on the data privacy and data security protections Customer must have in place for Customer's facilities and systems. Ciber is not creating a separate system of records related to PHI at Customer's facilities nor is Ciber implementing any data privacy and data security protections for Customer's facilities and systems.

10. Project Schedule

The following project schedule is based upon an anticipated start date of <<Month Day, Year>>. Any change to this start date or any other specified date in this SOW will affect schedule and deliverable dates accordingly. All dates displayed are estimated and will be affirmed during the planning process of the engagement.

Figure 2: Project Schedule

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11. Delays and Extensions

Ciber has a limited ability to mitigate the impact of delays caused by Customer or an event of Force Majeure as described in the Agreement. Ciber's rates, prices, and schedules do not include a contingency for the cost and schedule impacts of such delays.

Ciber will notify the Customer promptly upon discovery of any delay caused by Customer or by a Force Majeure event and Ciber will work with Customer to mitigate the cost and schedule impacts; however, Ciber will be entitled to adjust the schedule accordingly and shall inform Customer of any charges for additional work caused by such delays. Ciber will submit a project change request for required cost and schedule adjustments. Ciber reserves the right to amend any project change request to address the cumulative impacts of subsequent delays.

12. Project Price

Ciber has relied on the accuracy and completeness of the information provided by Customer to estimate and price the scope of this work.

All work defined within this SOW will be performed and invoiced on a:

Choose One:

- Time & Materials (T&M) basis, or
- Fixed Price

If on a Time and Materials basis, services will be rendered at the following rates.

Table 11: Labor Rates

Resource	Hourly Rate	Estimated Hours	Estimated Amount
Project Manager	\$0.00		\$0.00

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Technical Lead	\$0.00		\$0.00
Developer	\$0.00		\$0.00
Lead Analyst	\$0.00		\$0.00
Lead Architect	\$0.00		\$0.00
Other	\$0.00		\$0.00
Other	\$0.00		\$0.00
Estimated Total			

All travel and project related expenses incurred by Ciber will be billed to Customer in accordance with Appendix A, Section 8, to DIR Contract No. DIR-TSO-2547.

13. Cancellation of Scheduled Activities

With respect to any activities under this SOW that have been scheduled, cancellation of said activities will take place as provided for in Appendix A, Section 11.B. to DIR Contract No. DIR-TSO-2547.
Commencement Date and Term

This SOW will be binding upon the parties effective as of the Effective Date stated in the Introduction.

For Deliverables-based Projects

Ciber will commence work as of the project start date cited herein or ten (10) business days after the execution of this SOW, whichever is later. This SOW shall remain in effect until performance of the services pursuant to this SOW is complete unless otherwise cancelled in accordance with the Agreement or this SOW.

For Service-based Projects

Ciber shall provide the services pursuant to this SOW commencing on <<Month>> <<Date>, 20xx and will continue to provide these services through <<Month> <<Date>, 20xx. This SOW shall remain in effect through the above services completion date unless otherwise cancelled in accordance with the

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Agreement or this SOW. The parties may agree to renew this SOW using the Project Change Management Process.

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14. Approvals

IN WITNESS WHEREOF, the parties have executed this SOW on the date or dates indicated below.

BY:

BY:

<<Ciber Signatory>>

<<Customer Representative Name>>

<<Ciber SignatoryTitle>>

<<Customer Representative Title>>

Ciber, Inc.

<<Customer Name>>

Signature

Signature

Date

Date
