

PROJECT AGREEMENT AND STATEMENT OF WORK

THIS PROJECT AGREEMENT AND STATEMENT OF WORK (herein "Agreement") made and effective as of the date indicated by the period of performance (herein the "Effective Date") by Sara Andrews, Director, Ohio Criminal Sentencing Commission (herein "Sponsor") having its principal office at 65 S. Front, 5th Floor Street Columbus, Ohio 43215 and the UNIVERSITY OF CINCINNATI, a state institution of higher education organized under Section 3361 of the Ohio Revised Code, on behalf of the IT Solution Center in the College of Education, Criminal Justice, and Human Services, (herein "UC") having an office at 338 Teachers College Cincinnati, Ohio 45221-0002.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. STATEMENT OF WORK.** UC agrees to use its reasonable efforts to perform the statement of work as set forth in Attachment A, a copy of which is attached hereto and incorporated herein (herein the "Statement of Work"). The Work shall clearly identify any proposed deliverables being provided to the Sponsor by UC (herein "Deliverables").
- 2. PERIOD OF PERFORMANCE.** The Statement of Work shall be conducted during the period beginning on 10/1/20 (herein the "Effective Date") and ending on 4/30/21 and will be subject to renewal only by mutual agreement of the parties.
- 3. REIMBURSEMENT OF COSTS.** In consideration of the foregoing, the Sponsor agrees to support the Statement of Work, including all direct and indirect costs consistent with UC's policy for the conduct of this Statement of Work, by paying the fixed price amount identified in Attachment A.
- 4. PAYMENT.** Payments shall be made to UC by the Sponsor in U.S. dollars, due and payable within Thirty (30) days after Sponsor's receipt of UC's invoice for the Statement of Work.
- 5. EARLY TERMINATION.**
 - A.** Should UC breach this Agreement or become unable to perform hereunder, Sponsor shall have the right to terminate this Agreement. Sponsor shall notify UC of its intention to do so, and termination shall become effective sixty (60) days thereafter if UC is unable to cure the breach or rectify the problem.
 - B.** Failure of Sponsor to pay any amount required hereunder within thirty (30) days after receipt of an invoice from UC shall be cause for UC to terminate this Agreement. UC shall notify Sponsor of its intention to do so, and termination shall become effective sixty (60) days thereafter if Sponsor has not made such payment in full.
 - C.** Either party may terminate this Agreement upon sixty (60) days written notice to the other party.
 - D.** Termination under this Article 5 does not relieve Sponsor of the obligation to reimburse all costs and non-cancelable commitments incurred in the performance of this Agreement prior to termination, such reimbursement not to exceed the total project cost as specified in the Statement of Work.
- 6. NOTICES.** Any notices required to be given or which shall be given under this Agreement shall be in writing delivered by first class mail (air mail if not domestic) addressed to the parties as follows:

UNIVERSITY OF CINCINNATI

SPONSOR

Hazem Said
IT Solution Center
PO Box 210002
Cincinnati, OH 45221-002

Sara Andrews
Ohio Criminal Sentencing Commission
65 S. Front Street
Columbus, Ohio 43215

In the event notices, statements, and payments required under this Agreement are sent by certified or registered mail by one party to the other party at its above address, they shall be deemed to have been given or made as of the date so mailed, otherwise as of the date received.

7. ASSIGNMENT. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and the successors to substantially the entire business and assets of the respective parties hereto. This Agreement shall not be assignable by either party without the prior written consent of the other party.

8. GOVERNING LAW. The validity and interpretation of this Agreement and the legal relation of the parties to it shall be governed by the laws of the State of Ohio and the United States.

9. GOVERNING LANGUAGE. In the event that a translation of this Agreement is prepared and signed by the parties for the convenience of the sponsor, this English language version shall be the official version and shall govern if there is a conflict between the two.

10. FORCE MAJEURE. UC shall not be responsible to the Sponsor for failure to perform any of the obligations imposed by this Agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, transportation difficulties, labor shortage, or any cause beyond the reasonable control of UC.

11. WARRANTY DISCLAIMER. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, sold or otherwise disposed of under any license that may be granted or otherwise transferred, including the Deliverables, is or will be free from infringement of patents, copyrights and trademarks of third parties; an obligation to bring or prosecute actions or suits against third parties for infringement; conferring rights to use in advertising, publicity or otherwise any trademark or the name of UC. Except as expressly set forth in this Agreement, UC MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DELIVERABLES WILL NOT INFRINGE ANY PATENT, COPYRIGHT OR TRADEMARK OR OTHER RIGHTS.

12. INDEPENDENT CONTRACTOR STATUS. This Agreement does not constitute a hiring by either party. It is the parties' intention that UC shall provide the services described in the Statement of Work as an independent contractor. This Agreement shall neither create an employee-employer relationship between the parties nor shall it be considered or construed to be a partnership or joint venture. Neither party shall be liable for any obligations incurred by the other party unless specifically authorized in writing. Neither party may act as an agent of the other party, ostensibly or otherwise, or bind the other party in any manner, unless specifically authorized to do so in writing.

13. OWNERSHIP OF DELIVERABLES.

A. Subject to any third party rights, UC hereby agrees that Sponsor shall be free to use the Deliverables, including any code related thereto, for its purposes without compensation beyond payments described in Article 4 or the Statement of Work.

B. If UC uses any preexisting code in the Deliverables then UC shall identify the source of that code and any licenses associated therein or rights previously granted.

C. Notwithstanding the foregoing, UC may use any code developed as part of the Statement of Work or included in the Deliverables (i) for other projects and third parties, provided however such projects will not be with those competitors of the Sponsor listed in the Statement of Work; (ii) to fulfill any licensing obligations; (iii) for UC's internal educational and research purposes; or (iv) to allow any student employee of UC working on the Statement of Work to use the Deliverable and the code therein for the sole purpose of demonstrating his or her experience, skills and talent.

14. ENTIRE AGREEMENT. Unless otherwise specified, this Agreement embodies the entire understanding between UC and the Sponsor for this project, and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Agreement, including without limitation, changes in the Statement of Work, total cost, and period of performance, shall be effective unless made in writing and signed by authorized representatives of the parties.

By signature below of duplicate originals, Sponsor and UC hereby agree to this Agreement as of the Effective Date.

UNIVERSITY OF CINCINNATI

SPONSOR

DocuSigned by:
BY: Brent Peebles
59EADBE32911478
NAME: Brent Peebles
TITLE: Assistant Contracting Officer
DATE: 9/17/2020

BY: SARA ANDREWS
NAME: SARA ANDREWS
TITLE: DIRECTOR
DATE: 09-15-2020

ATTACHMENT A STATEMENT OF WORK

Date: 8/6/2020

Project Title: Ohio Sentencing Data Platform - Prototype

Project Description:

This project is the first step in developing the Ohio Sentencing Data Platform (OSDP) and is aligned with the initiation phase of the OSDP roadmap. This project is to develop a prototype, a component of the roadmap first phase - initiate, in order to bring the vision of the stakeholders to reality and to contribute to the development of momentum and budget to fully implement the roadmap. Table 1 includes the tasks associated with the project. Table 2 includes a tentative project Gantt chart.

Project Duration: October 1, 2020 to April 30, 2021

Payments and Terms: The total cost of the project is \$45,000 to be paid according to the following schedule:

Upon signing: \$22,500

December 1, 2020: \$11,250

February 1, 2021: \$9,000

April 30, 2021: \$2,250

All payments will be considered due if the application is completed prior to April 30, 2021.

1. Project Set up and Kick off

- Setup project development and staging environments.
- Setup project management plan.
- Gather and review project assets.
- Setup software source control.
- Define user acceptance criteria/testing.

2. User Analysis

- Work with the stakeholders to analyze the context in which sentencing data are created, stored, transferred, and analyzed.
- Identify potential user roles, permissions, and agencies that would have access to the various components of the system.
- Design and develop application wireframes to confirm the stakeholders' vision.
- Design and develop the database structure, business logic, and interface to manage users, roles, and agencies.

3. Data Design

- Work with the stakeholders to analyze the data requirements to meet the needs of the state and the local jurisdictions and serve the overall roadmap of the OSDP.
- Iterate through the design and development of the database structure and the associated business logic and interface to manage the data for the Uniformed Sentencing Platform.

4. System Architecture

- Analyze the system requirements, and Data Model to identify a suitable architecture.
- Design, and develop the business logic (API), database structure, and interface to support distributed environment.

5. USE Proof of Concept

- Design and develop wireframes to map the Uniform Sentencing Entry form process flow.
- Design, and develop the business logic (API), database structure, and interface to support the Uniform Sentencing Entry form.

<p>6. USE Integration and Architecture</p> <ul style="list-style-type: none"> Work with the stakeholders to identify a local jurisdiction to work closely to design the architecture and process to support integration of the OSDP.
<p>7. Reports</p> <ul style="list-style-type: none"> Work with the stakeholders to identify key reports. Design, and develop the business logic (API), database structure, and interface to display one report as part of the prototype
<p>8. Plan Future Phases</p> <ul style="list-style-type: none"> Work with the stakeholders to plan the future phases of the roadmap including the remainder of the Initiate phase.
<p>9. Project management, documentation, testing and deployment</p> <ul style="list-style-type: none"> Manage and document the different stages of the project development. Design and execute unit and functional tests throughout the development process. Conduct conference meetings to maintain alignment with the stakeholder's intent and vision. Provide instructions on using the system.
<p>10. Maintenance and Hosting</p> <ul style="list-style-type: none"> Host and maintain the staging version of the application database, API, and web application. This can be used for demonstration purposes and will not be in production. Fix any errors or bugs with the application. Valid during for 60 days after the completion of the project tasks or until June 30, 2021, whichever is later.

Table 1: Ohio Sentencing Data Platform – Prototype Project Tasks

Major Task	9/1 – 11/30	12/1 – 1/30	2/1 – 4/30	5/1 – 6/30
1. Project Setup & Kick off				
2. User Analysis				
3. Data Design				
4. System Architecture				
5. USE Proof of Concept				
6. USE Integration				
7. Reports				
8. Plan Future Phases				
9. Project Management				
10. Maintenance and Hosting				

Table 2: Tentative Gantt chart for the Initiation Phase

**AMENDMENT TO PROJECT AGREEMENT
AND STATEMENT OF WORK**

By this Amendment, Sara Andrews, Director, Ohio Criminal Sentencing Commission (“Sponsor”) and the University of Cincinnati, on behalf of the IT Solution Center in the College of Education, Criminal Justice, and Human Services (“UC”) agree to amend their Project Agreement and Statement of Work (“Agreement”), entered into on September 17, 2020, as follows:

* * *

1. STATEMENT OF WORK. UC agrees to use its reasonable efforts to perform the statement of work as set forth in Attachments A and B, copies of which are attached hereto and incorporated herein (herein collectively referred to as the “Statement of Work”). The Work shall clearly identify any proposed deliverables being provided to the Sponsor by UC (herein “Deliverables”).

2. PERIOD OF PERFORMANCE. The Statement of Work shall be conducted during the period beginning on October 1, 2020 (herein the “Effective Date”) and ending on June 30, 2021, and pursuant to the “Project Duration” set forth in each individual Statement of Work. This period of performance, and the individual project durations, will be subject to renewal or extension only by mutual agreement of the parties.

3. REIMBURSEMENT OF COSTS. In consideration of the foregoing, the Sponsor agrees to support the Statement of Work, including all direct and indirect costs consistent with UC’s policy for the conduct of this Statement of work, by paying the fixed price amounts identified in Attachments A and B.


* * *

Unless specifically identified herein, all other portions of the Agreement shall remain in effect. The Agreement is attached as Exhibit 1 and incorporated as though fully rewritten herein.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of the last signature below.

UNIVERSITY OF CINCINNATI

SPONSOR

BY:  _____
4DF96C475594440...

BY: SARA ANDREWS

NAME: Brian Spiess

NAME: SARA ANDREWS

TITLE: Assistant General Counsel,
Assistant Contracting Officer

TITLE: DIRECTOR

DATE: 3/31/2021

DATE: 04-05-2021

ATTACHMENT B STATEMENT OF WORK

Date: 2/11/2021

Project Title: Ohio Sentencing Data Platform – Discovery Phase Update

Project Description:

The University of Cincinnati Information Technology Solutions Center (UC ITSC) and Corrections Institute (UCCI) are collaborating with the Ohio Sentencing Commission to develop the Ohio Sentencing Data Platform. The project started with an MOU on September 15, 2020, and was expanded through a Justice Assistance Grant (JAG) award from the Office of Criminal Justice Services (OCJS) of the Ohio Department of Public Safety (ODPS). This Statement of Work (SOW) builds on and extends the work being completed concurrently in the MOU SOW and the JAG SOW. It is a response to the growing momentum behind the project and aims at accelerating the delivery of a production ready system, as version 1, and in support of the acceleration of the overall project roadmap as developed in the concurrent projects.

Project Duration: March 1, 2021, to June 30, 2021

Payments and Terms: The total cost of the project is \$35,000 to be paid according to the following schedule:

Upon signing: \$17,500

April 1, 2020: \$7,000

May 1, 2021: \$7,000

June 15, 2021: \$3,500

Description
<p>1. Delivering a Production Ready – Phase I system</p> <ul style="list-style-type: none"> • Building on the development of the system architecture, data dictionary, and user roles in the discovery phase (first SOW), accelerate the development of the Sentencing Data Platform to capture the Uniform Sentencing Entry at a production level state. • Increase and accelerate the level of internal testing. • Allocate infrastructure resources to support production environment. • Respond to feedback from users by making modifications, bug fixes, and small enhancements as needed.
<p>2. Support the onboarding of Allen County</p> <ul style="list-style-type: none"> • Support the deployment of a production ready system to Allen County court. • A one-day on-site training and support to users at Allen County court. • Provide support through phone, email, and ticketing system to users at Allen County from Monday to Friday 9am to 4pm.
<p>3. Onboarding Additional Courts</p> <ul style="list-style-type: none"> • Based on the visits to additional court (see JAG project), onboard additional select courts on the system. It is estimated that 3-5 courts may be ready for onboarding during this phase. • Provide a one-day on-site training and support to users at each court. • Provide support through phone, email, and ticketing system to users at each court from Monday to Friday 9am to 4pm.
<p>4. Process for opt-in historical data</p> <ul style="list-style-type: none"> • Evaluate the process to enter historical sentencing data at Allen County, provided that the judges opt-in to add historical data. • Evaluate how historical sentencing entry documents are retrieved. • Compare the data in the historical entry documents to those required by the Uniform Sentencing Entry. • Evaluate retrieving missing data. • Evaluate an optimum approach to entering historical data.

5. Training Plan

- Develop pilot training material for the courts and update based on initial offering.
- Develop a comprehensive training plan to empower stakeholders to utilize the Sentencing Data Platform.

6. Research Plan

- Develop a research framework to document the process to develop the Sentencing Data Platform and its impact on the stakeholder.
- Develop a research plan to include in the roadmap.

7. Project management, documentation, testing and deployment

- Manage the technical development of the project.
- Manage relationship with the various stakeholders of the project.
- Participate and present to stakeholders as scheduled or as needed.

Table 1: Ohio Sentencing Data Platform – Additional Project Tasks

**AMENDMENT TO PROJECT AGREEMENT
AND STATEMENT OF WORK**

By this Amendment, Sara Andrews, Director, Ohio Criminal Sentencing Commission ("Sponsor") and the University of Cincinnati, on behalf of the IT Solution Center in the College of Education, Criminal Justice, and Human Services ("UC") agree to amend their Project Agreement and Statement of Work ("Agreement"), entered into on September 17, 2020, as follows:

1. STATEMENT OF WORK. UC agrees to use its reasonable efforts to perform the statement of work as set forth in Attachments A, B, and C, copies of which are attached hereto and incorporated herein (herein collectively referred to as the "Statement of Work"). The Work shall clearly identify any proposed deliverables being provided to the Sponsor by UC (herein "Deliverables").


2. PERIOD OF PERFORMANCE. The Statement of Work shall be conducted during the period beginning on July 1, 2021 (herein the "Effective Date") and ending on June 30, 2023, and pursuant to the "Project Duration" set forth in each individual Statement of Work. This period of performance, and the individual project durations, will be subject to renewal or extension only by mutual agreement of the parties.

3. REIMBURSEMENT OF COSTS. In consideration of the foregoing, the Sponsor agrees to support the Statement of Work, including all direct and indirect costs consistent with UC's policy for the conduct of this Statement of work, by paying the fixed price amounts identified in Attachments A, B, and C.

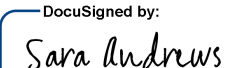
Unless specifically identified herein, all other portions of the Agreement shall remain in effect. The Agreement is attached as Exhibit 1 and incorporated as though fully rewritten herein.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of the last signature below.

UNIVERSITY OF CINCINNATI

BY: 
F2DA52A0325E428...
NAME: Brent Peebles
TITLE: Assistant Contracting Officer
DATE: 8/9/2021

SPONSOR

BY: 
SARA ANDREWS
NAME: Sara Andrews
TITLE: Director
DATE: 8/12/2021

ATTACHMENT C STATEMENT OF WORK

Date: July 31, 2021

Project Title: Ohio Sentencing Data Platform – Roadmap Phases II and III (July 1, 2021 – June 30, 2023)

Background:

The University of Cincinnati Information Technology Solutions Center (UC ITSC) collaborated with the Ohio Sentencing Commission (the Commission) and developed a roadmap for the Ohio Sentencing Data Platform (OSPD), available at <https://www.ohiosentencingdata.info/osdp-roadmap>. The project kicked off with an MOU signed on September 17, 2020 to discover elements of Phase I. The project gained momentum and evolved into a Discovery Phase (or Phase I) through an amendment signed on April 5, 2021 and an Agreement for Service signed on June 28, 2021 under a Justice Assistance Grant (JAG) award from the Office of Criminal Justice Services (OCJS) of the Ohio Department of Public Safety (ODPS). To support the project, a governance structure that includes an implementation team, coordination team, project team, and governance board was set up and documented in the project charter document. A website was developed to provide information about the project and its progress at: <https://www.ohiosentencingdata.info>. To support the project roadmap, the Commission requested additional state funding in the State Appropriation for FY22 and FY23.

Project Description:

This Statement of Work (SOW) represents the lines of effort, see table 2, for the second and third phases of the project roadmap. The UC ITSC and the Commission will collaborate on implementing the lines of effort shown in table 2 according to the timeline shown in table 3. The Commission Director serves as the representative of the Commission and is authorized to act as its representative to make decisions regarding the project, its operation and the lines of effort as prescribed herein. The project governance structure will manage the lines of effort including its details, target goals, milestones, and any change or adjustments needed for the duration of the project. However, the final decision regarding changes to the SOW, including the lines of effort, will be with mutual agreement between UC ITSC and the Commission.

Project Duration:

FY22 and FY 23 or July 1, 2021, to June 30, 2023.

Payments and Terms:

The total cost of the project is \$400,000 for each fiscal year for a total of \$800,000 to be paid quarterly according to the schedule in table 1.

FY 22	FY 23
Upon signing: \$100,000 (12.5%)	July 1, 2022: \$100,000 (12.5%)
October 1, 2021: \$100,000 (12.5%)	October 1, 2022: \$100,000 (12.5%)
January 2, 2022: \$100,000 (12.5%)	January 2, 2023: \$100,000 (12.5%)
March 1, 2022: \$100,000 (12.5%)	March 1, 2023: \$100,000 (12.5%)

Table 1: SOW Payment Schedule

The Commission will inform UC ITSC of any changes to the state appropriation as soon as practical. At which time, the Commission and UC ITSC may amend the statement of work appropriately.

Lines of Effort:

1. Site Visits:

- Implement the site visit engagement process with target goals for each court and judge – See Site Visit Participation and Overview documents:
 - Engagement and introduction.
 - Learning On-Site visit and debrief.
 - Pilot site visit and debrief.
 - Deploy site visit and debrief.
- Maintain a roll out plan with target goals for number of courts as agreed upon with the Commission.

- Provide site visit summary to the Commission within 30 days of visit – see Site Visit Report template.

2. OSDP Operation

- Roll OSDP to courts in consultation and collaboration with the Commission.
- Operate a helpdesk to support courts in the use of the OSDP:
 - Provide support through phone, email, and ticketing system to users at each court from Monday to Friday 9am to 4pm.
 - Maintain an issue management system to document tickets and resolutions in consultation with the Commission.
 - Provide biweekly tickets/Operations report to the Commission.
- Training:
 - Develop, maintain, and provide training plan and material for the courts and the Commission.
 - Maintain and make available user guides and help documents to the Commission and users.
- Support OSDP Website as needed and in consultation with the Commission.
- Historical data:
 - Evaluate the process to enter historical sentencing provided the judge(s) opt-in to add historical data.
 - Evaluate how historical sentencing entry documents are retrieved.
 - Compare the data in the historical entry documents to those required by the Uniform Sentencing Entry
 - Evaluate retrieving missing data
 - Evaluate an optimum approach to entering historical data.
- Provide quarterly progress report to the Commission.

3. OSDP Development

- Develop and maintain the OSDP Core and the Data Collection Portal as defined in the system architecture – see system architecture document.
- Expand the OSDP architecture, user interface, database, and logic:
 - Include the various forms developed by the Commission (MOC and other USE forms)
 - Support the different versions of the MOC and USE forms.
 - Expand the dashboard to include charts with filtering and export options.
 - Implement logging and tracking of user activities in the system.
 - Implement accessibility enhancements as needed or requested by the Commission
 - Implement security enhancements as needed or requested by the Commission.
 - Review system usability and implement enhancements at least quarterly and provide a report to the Commission
 - Explore and document the need for sub-templates in consultation with the Commission.
 - Implement a tool to support the internal administration of the system. For example, creating new court, managing users, or other administrative actions that may be needed in the future.
- Implement system intelligence:
 - Populate forms based on data collected from related forms as prescribed or in consultation with the Commission.
 - Develop and implement intelligence use cases and data intelligence based on offense codes and rules in consultation with the Commission.
- Develop and maintain defendant, judge, and county profiles per the system architecture document and as agreed upon by the governance structure and the Commission.
- Explore and implement a process to generate case level statistical reports as required by the Supreme Court of Ohio.
- Provide quarterly progress report to the Commission.

4. Public Portal

- Develop and maintain the Public Portal as defined in the system architecture – see system architecture document:
 - Develop roadmap for the public portal in consultation with the governance structure and Commission.
 - Develop anonymization algorithm and implement pilot as agreed upon with the Commission.
 - Develop data transfer protocols from the data collection portal.
- Data Visualization:
 - Investigate and update research questions in consultation with the governance structure and Commission.
 - Develop data visualization elements in consultation with the governance structure and Commission.

<ul style="list-style-type: none"> ○ Research and select visualization platform in consultation with the governance structure and Commission. ○ Develop dashboards in consultation with the governance structure and Commission. ● Provide quarterly progress report to the Commission.
<p>5. Ohio Criminal Offense Code Portal</p> <ul style="list-style-type: none"> ● Develop and maintain the Offense Code Portal as defined in the system architecture – see system architecture document: <ul style="list-style-type: none"> ○ Develop offense code taxonomy in consultation with the governance structure and Commission. ○ Develop use cases for the offense code portal in consultation with the governance structure and Commission. ○ Develop roadmap for the offense code portal in consultation with the governance structure and Commission. ● Provide quarterly progress report to the Commission.
<p>6. OSDP Integration</p> <ul style="list-style-type: none"> ● Identify external systems guidelines and requirements in consultation with the governance structure and Commission. ● Develop external system integration use cases in consultation with the governance structure and Commission. ● Develop system integration roadmap in consultation with the governance structure and Commission. ● Provide quarterly progress report to the Commission.
<p>7. Stakeholders Engagement</p> <ul style="list-style-type: none"> ● Support the promotion of the standard entries (USE, MOC, and others as identified by the Commission) ● Report to stakeholders on the project milestones and achievements as needed. ● Document success stories. ● Educate stakeholders on the project philosophy and values through scholarly publications in partnership with the Commission. ● Routinely engage stakeholders in conversations, communications, and articles to clarify the project intent and address any concerns in partnership with the Commission. ● Provide quarterly progress report to the Commission.
<p>8. Project Governance</p> <ul style="list-style-type: none"> ● Update and manage the project charter and project calendar documents annually or as needed. ● Manage the technical development of the project in consultation with the governance structure and Commission. ● Manage relationship with the various stakeholders of the project and in partnership with the Commission. ● Participate and present to stakeholders as scheduled or as needed in consultation with the Commission. ● Support the governance structure and requirements to maintain the project funding through grants and state appropriation in partnership with the Commission. ● Maintain the project roadmap in consultation with the governance structure and Commission. ● Provide quarterly progress report to the Commission.

Table 2 SOW Lines of Effort

Schedule:

Lines of Effort	FY22				FY23			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1. Site Visits								
2. OSDP Operation								
3. OSDP Development								
4. Public Portal								
5. Ohio Criminal Offense Code Portal								
6. OSDP Integration								
7. Stakeholders Engagements								
8. Project Governance								

Table 3 SOW Schedule

Attachments:

- Site Visit Overview.
- Site Visit Participation.
- Site Visit Template Report.
- Update System Architecture.
- Discovery Phase Project Charter.
- Discovery Phase Calendar.

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AND STATEMENT OF WORK**

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2. PERIOD OF PERFORMANCE. The Statement of Work shall be conducted during the period beginning on February 1, 2022 (herein the “Effective Date”) and ending on June 30, 2023, and pursuant to the “Project Duration” set forth in each individual Statement of Work. This period of performance, and the individual project durations, will be subject to renewal or extension only by mutual agreement of the parties.

3. REIMBURSEMENT OF COSTS. In consideration of the foregoing, the Sponsor agrees to support the Statement of Work, including all direct and indirect costs consistent with UC’s policy for the conduct of this Statement of work, by paying the fixed price amounts identified in Attachments A, B, C and D.

* * *

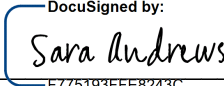
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IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of the last signature below.

UNIVERSITY OF CINCINNATI

SPONSOR

BY: 
F2DA52A0325E429...

BY: 
F775193FFE8243C...

NAME: Brent Peebles

NAME: Sara Andrews

TITLE: Assistant Contracting Officer

TITLE: Director

DATE: 1/20/2022

DATE: 2/3/2022

ATTACHMENT D STATEMENT OF WORK

Date: 1/12/2022

Project Title: Ohio Sentencing Data Platform – Launch Phase Update – Data Discovery and Analysis

Project Description:

This Statement of Work (SOW) is related to the current project between the Ohio Criminal Sentencing Commission (Commission) and the University of Cincinnati Information Technology Solutions Center (ITSC) titled Roadmap Phases II and III signed on August 12, 2021. As the collaboration between the Commission and the ITSC advances along the eight lines of effort that constitute the roadmap for the Ohio Sentencing Data Platform (OSDP), a new area is identified related to data discovery and analysis in support of three lines of effort: (4) the Public Portal, (5) the Ohio Criminal Offense Code Portal, and (6) the OSDP Integration.

This SOW is created to address this new area. Table 1 is a tentative list of the tasks associated with this project. The project intent is for the Commission and the ITSC to hire a post-doctorate or research associate for one year. The University of Cincinnati ITSC will supplement the difference of the contract amount for one-year salary and benefit, as needed. The tasks will be conducted following the project’s iterative and incremental process and are subject to adjustments as agreed upon between the Commission and the University through the OSDP existing governance structure.

Project Duration: twelve months that starts from the day of signing but ending no later than June 30, 2023.

Payments and Terms: The total cost of the project is \$55,000 to be paid according to the following schedule:

- Upon signing: \$13,750
- Month 4 from signing: \$13,750
- Month 8 from signing: \$13,750
- Month 12 from signing: \$13,750

Description
<p>1. Data Discovery</p> <ul style="list-style-type: none"> • Review the interview notes for the judges during the various site visits and identify data correlations that are of interest to the judges. • Review the notes from the various project team meetings in the previous phases and identify data correlations that are of interest to the various stakeholders. • Review sentencing data reports for states with decentralized systems similar to Ohio as well as states that are centralized. Compare and update key data correlations. • Review data elements identified by the project as well as those collected by the OSDP implementation and integration. •
<p>2. Data Analysis</p> <ul style="list-style-type: none"> • Identify key topics for data analysis based on the data discovery. • Conduct preliminary quantitative and qualitative data analysis to inform OSDP integration and OSDP intelligence. • Explore and inform research questions for the OSDP Public Portal.
<p>3. Data Synthesis</p> <ul style="list-style-type: none"> • Engage researchers and other stakeholders to evaluate and synthesize the analysis in an iterative process that informs the discovery and analysis. • Document and disseminate as appropriate.

Table 1: Ohio Sentencing Data Platform – Data Discovery and Analysis Tasks

FIFTH AMENDMENT TO PROJECT AGREEMENT AND STATEMENT OF WORK

By this Fifth Amendment, Sara Andrews, Director, Ohio Criminal Sentencing Commission ("Sponsor") and the University of Cincinnati, on behalf of the IT Solution Center in the College of Education, Criminal Justice, and Human Services ("UC") agree to amend their Project Agreement and Statement of Work ("Agreement"), entered into on September 17, 2020, and renewed on August 12, 2021, as follows:

1. Add the following language to Section 13 of the Agreement: "Sponsor shall retain ownership of all Sponsor Data. "Sponsor Data" is defined as sentencing data and related data provided or otherwise made available to UC by sponsor. Sponsor hereby grants UC a worldwide non-exclusive, fully paid-up license to access, copy, prepare derivative works therefrom, distribute, display or otherwise use sponsor data to the extent reasonably necessary to perform the work and for the duration of the agreement."

Unless specifically identified herein, all other portions of the Agreement shall remain in effect. The Agreement and Amendment are attached as

Exhibit 1 and incorporated as though fully rewritten herein.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date of the last signature below.

UNIVERSITY OF CINCINNATI

BY: DocuSigned by:
Brent Peebles

NAME: Brent Peebles
F2DA52A0325E429...

TITLE: Assistant Contracting Officer

DATE: 4/11/2022

SPONSOR

BY: DocuSigned by:
Sara Andrews

NAME: Sara Andrews
F775193FFE8243C...

TITLE: Director

DATE: 4/11/2022

Certificate Of Completion

Envelope Id: 17B65447C815408F83EE0543BF1149CC	Status: Completed
Subject: Signature request on Contract RUSH - 26116 klj ITSC & Sentencing Commission Amendment	
Source Envelope:	
Document Pages: 16	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	University of Cincinnati Contracts Management
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	2600 Clifton Ave
	Cincinnati, OH 45220-2872
	contrmgt@ucmail.uc.edu
	IP Address: 199.188.157.82


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Status: Original	Holder: University of Cincinnati Contracts Management	Location: DocuSign
4/11/2022 5:28:58 PM	contrmgt@ucmail.uc.edu	

Signer Events

Brent Peebles
 peeblebm@ucmail.uc.edu
 Assistant Contracting Officer
 University of Cincinnati
 Security Level: Email, Account Authentication (None)

Signature

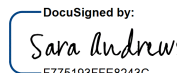
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 Signed: 4/11/2022 5:37:25 PM
 Freeform Signing

Electronic Record and Signature Disclosure:
 Accepted: 5/29/2019 1:40:29 PM
 ID: f284da4c-a70c-4689-9973-1fa2d3d88a8b

Sara Andrews
 Sara.Andrews@sc.ohio.gov
 Director
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 F775193FFE8243C...
 Signature Adoption: Pre-selected Style
 Signed by link sent to Sara.Andrews@sc.ohio.gov
 Using IP Address: 99.186.52.30

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 Freeform Signing

Electronic Record and Signature Disclosure:
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	4/11/2022 5:46:13 PM
Signing Complete	Security Checked	4/11/2022 5:47:17 PM
Completed	Security Checked	4/11/2022 5:47:17 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- Until or unless I notify The University of Cincinnati as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by The University of Cincinnati during the course of my relationship with you.