



The Baldwin Group, Inc.
7550 Lucerne Dr
Ste 306
Cleveland, OH 44130
440-891-9100

Effective Date: August 10, 2023

**Health Department Information System (HDIS) -
 Environmental, Community & Public Health, Vital Statistics, and Management Modules
 12-Month Software Maintenance and Support Agreement**

Galion City Health Department
 113 Harding Way East
 Galion, OH 44833

The Baldwin Group, Inc
 7550 Lucerne Dr Suite 306
 Cleveland, OH 44130
 (440) 891-9100

12-Month Software Maintenance and Support Agreement

Support includes, but is not limited to, reasonable telephone hotline support Monday through Friday (8am-5pm Eastern Time) excluding holidays, and periodic upgrades when new versions or significant enhancements are made. Software support only provides for support of the most current version and the version prior, which requires that upgrades be applied timely. This Support Agreement shall be effective for a period of 12-months and shall automatically renew for successive terms of 12-months, unless either party provides 60 days written notice to the other party prior to the termination of the renewal term. Annual Software Maintenance and Support will be billed at the beginning of each new supported time period. Continuation of Annual Software Support by Licensee is a condition to continued use by the Licensee of the HDIS Software or HDIS Software documentation or any updates to the software and/or documentation which have been paid for by Licensee. The Baldwin Group, Inc. (BGI) reserves the right to increase the Annual Maintenance and Support fees applicable to the HDIS software by an amount not to exceed nine percent (9%) per year.

The HDIS software requires periodic communications with www.hdis.org to provide up-to-date compliance with Ohio Department of Health (ODH) regulations and forms where applicable, and other software updates and enhancements where relevant and when available. Communications include the ability to download binary files. All access via www.hdis.org is over a secure socket layer and encrypted. As part of this agreement Licensee agrees to allow communications with www.hdis.org.

By signing this agreement, BGI agrees to upgrade the HDIS Modules in use by your Health Department to meet any revisions set forth by the State of Ohio or Montana for 12 months. The only exceptions will be if the State of Ohio, Montana, or some other controlling agency mandates the use of an incompatible hardware / operating system or specifies requirements that require a software redesign. BGI reserves the right then to charge separately for such revisions and the right to make the final decisions as to the manner and method of any such software revisions which could also impact annual support cost. This Software Maintenance Agreement will not cover software enhancements specific to your Health Department needs, troubleshooting data entry errors, internal computer network issues, or repairing of data corruption.

By signing this Agreement, the undersigned represent that they are authorized to sign this Agreement on behalf of the parties hereto and are capable, prepared, and intent on meeting their respective obligations and responsibilities hereunder. Receipt of invoice payment will serve as acceptance of this Agreement. In the event Licensee is in default of its payment obligations under this Agreement, in addition to other remedies, BGI may suspend its performance of services under this Agreement until Licensee is no longer in default of such payment obligations. Payment of the accompanying Invoice for the stated contract period constitutes acceptance of the terms of this Support Agreement.

Accepted by:
The Baldwin Group, Inc.

Amy King

Signature

Amy King – President/Owner

Name

5/12/2023

Date

Galion City Health Department

Jason McBride
 Signature

Jason McBride

Name (Type or Print)

6/22/23

Date

Customer Copy