AGREEMENT FOR LICENSED SOFTWARE, SERVICES, AND MAINTENANCE
County of Nevada, California

This AGREEMENT is made by and between the **County of Nevada**, a political subdivision of the State of California (herein "County" or "Client"), and **Cognizant Worldwide Limited**, a United Kingdom limited liability company with its principal office located at 280 Bishopsgate, Liverpool Street, London EC2M 4AG, United Kingdom ("CWW" or "Contractor"). wherein Contractor or its Affiliate (as defined herein) agrees to provide professional software implementation services for **a third-party software solution known as Workday Inc., an Enterprise Resource Planning (ERP) software solution**. In addition, **Cognizant Technology Solutions U.S. Corporation** ("CTS US") shall execute this Agreement together with Cognizant solely for the purpose of acknowledging that CTS US is authorized to perform for Contractor any Services to be provided to County in the United States of America pursuant to a relevant Statement of Work (as defined herein), which CTS US or another U.S. Affiliate may also execute for such purpose as provided in the Agreement. County and Contractor may be referred to in this AGREEMENT individually as a Party or together as the Parties. As described in the Schedules comprising this Agreement, Contractor and/or its Affiliate will successfully implement **Workday Enterprise Resource Planning (ERP) software solution** consisting of all system modules and capabilities necessary to meet the County's requirements as defined the **Workday Inc. Agreement No._____.**

This AGREEMENT, including the following Schedules, constitutes the entire understanding and agreement between the Parties. This AGREEMENT may not be modified, supplemented or amended, in any manner, except by written agreement signed by both Parties.

Schedule A: General Terms and Conditions

Schedule D: Scope of Professional Services

- **Appendix D-1: Cognizant Master Services Agreement (MSA)**
- **Appendix D-2: Cognizant Scope of Work (SOW) including:**

  - **Project Deliverables/Milestones**
  - **Project Timeline**
  - **Payment Schedule**

**Cognizant Technology Solutions
U.S. Corporation**

_____

Name: Douglas Jones

Title: Authorized Person

Dated: _____

Cognizant Worldwide Limited

_____

Name:

Title: _____

Dated: _____

_____

Name:

Title: _____

Dated: _____

COUNTY OF NEVADA:

_____
Landon Beard, Chief Information Officer

Dated: _____

County Counsel: _____
Approved as to Form

Dated: _____

SCHEDULE A: GENERAL TERMS AND CONDITIONS

1.0   Definitions

1.1   *Acceptance Plan:* That document, delivered as a component of the Implementation Plan document, which defines and describes the acceptance tests and conditions which define Acceptance.

1.2   *Agreement*: This Agreement, all schedules, appendices and exhibits thereto, and any and all subsequent duly executed amendments thereto.

1.3   *Authorized Representative*: The person or persons authorized by County to work with Contractor to implement changes to the Software, submit Software issues to Contractor to resolve, and authorize the Contractor to make changes to the list of Users who can use the Software.

1.4   *Data Conversion Plan:* The formal plan to be prepared by Contractor with County support that identifies the data conversion elements: schedule, information, personnel, and any other items agreed upon within the Statement of Work as integral to the conversion of existing systems data to the configured databases by the County's Project Manager and the Contractor's Project Manager.

1.5   *Defective Work*: Work that (i) is unsatisfactory, faulty, or deficient, (ii) does not conform to the Statement of Work, (iii) does not meet the requirements of any inspection, test, or approval referred to in the Acceptance Criteria, or (iv) does not meet or exceed the requirements specified in this Agreement.

1.6   *Derivatives:* Any and all adaptations, enhancements, improvements, modifications, revisions, extensions or translations, whether to Intellectual Property or otherwise.

1.7   *Documentation*: Standard user publications relating to use of the Licensed Software, such as reference, installation, administrative, maintenance, and programmer manuals, provided by Contractor to County, all of which are made available to County by Contractor by either hard copy or electronic delivery.

1.8   *End User*: Any employee(s), affiliate(s), agent(s), or representative(s) of the County, or any other person under the direction or control of the County that uses the Software to perform certain functions or tasks as required by the County.

1.9   *Final Acceptance Certificate*: County's final written acceptance of the Programs and services to be provided under this Agreement.

1.10   *Implementation Plan*: That Deliverable, provided by Contractor, that includes the specific tasks and deliverables required for the implementation of the identified work, and the specific dates for completion thereof. The Implementation Plan shall also include the Test Plan and Acceptance Plan for the identified work.

1.11   *Notice of Completion*: A written notice from Contractor stating that delivery, installation and implementation of all Licensed Software, and/or Third-Party Software at County's site has been completed and that the Software is available for acceptance testing.

1.12   *Party*: Either Contractor or County, and "Parties" means both of the same.

1.13   *Patents*: All patentable materials, letters patent, and utility models, including, without limitation, all reissues, continuations, continuations-in-part, renewals, Derivatives, and extensions of any of the foregoing and all applications therefor (and patents which may issue on all such applications).

1.14   *Professional Services*: Any Installation, Customization, Training, Consulting, Support Service(s), and other similar service(s) performed by Contractor under the terms of this Agreement.

1.15   *Project Management:* The process of planning, scheduling, and controlling certain activities in order to meet project objectives.

1.16 Project Management Plan: A comprehensive plan for execution of the Project to implement the Software, which includes subsidiary plans that include the Project Schedule, List of Deliverables, Data Conversion Plan, Issue Management Plan, Interface Specifications, Training Plan, Risk Management Plan, Resource Plan, Communication Plan, Change Control Plan, Document Control Plan, Acceptance Plan, and Quality Management Plan.

1.17 *Trademarks* – trademarks, service marks, logos, trade names, and/or domain names including, without limitation, any and all common law and/or statutory rights therein and any and all applications to register and/or registrations therefor, anywhere within or outside of the Territory.

1.18 *Users:* People who, in accordance with the terms of this Agreement, are authorized by County's Authorized Representatives to access the Software for purposes of performing data entry, analysis, or reporting, or for providing technical support.

1.19 *Work or Project*: The implementation, assembly, installation, optimization, and integration as required by this Agreement, whether completed or partially completed, including all labor, materials, and services provided, or to be provided by Contractor to fulfill Contractor's obligations hereunder pursuant to a Statement of Work document. The Work, therefore, constitutes all of the requirements for providing the Programs and all services under this Agreement to the County.

2.0   Notices

This Agreement shall be managed and administered on behalf of the respective parties by the individuals identified below. All invoices shall be submitted to and approved by the County's representative so identified in Schedule E. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed to said party and shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

CTS US:	**County of Nevada:**
Cognizant Technology Solutions U.S Corporation	950 Maidu Avenue
300 Frank W. Burr Blvd., Ste 36 – 6th floor	Nevada City, California 95959
Teaneck, NJ 07666	
Contact Person:	Contact Person:
Steve Bury	**Landon Beard**
Regional Sales Manager	**Chief Information Officer**
858-997-9330	**530-265-1687**
sbury@collaborativesolutions.com	**CIO@nevadacountyca.gov.**

3.0   Standard of Performance

Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Permits and/or licenses that are required by Contractor for performance of the Services shall be obtained and maintained by Contractor without additional compensation. Contractor's personnel, when on the County's premises, shall comply with the County's regulations regarding security, safety and professional conduct that are communicated to Contractor in advance and in writing. including but not limited to Nevada County Security Policy (NCSP) 102 regarding data security.

4.0   Contractor as Independent

In providing services hereunder, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

5.0   Indemnification

5.1   **General**

Contractor shall defend, indemnify and save harmless the County, its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, judgments damages, losses or expenses (including, without limitation, defense costs and reasonable attorneys fees of litigation) arising out of third party claims related to the gross negligence, fraud, criminal acts or willful misconduct of Contractor hereof, including, but not limited to, any act or omission to act on the part of the Contractor or his agents or employees or other independent contractors directly responsible to him; except those liabilities, claims, demands, judgments damages, losses or expenses to the extent resulting from the negligence or willful misconduct of the County.

6.0   Insurance

During the performance of this Agreement, Contractor shall maintain in full force and effect the following insurance coverages. The coverage requirements specified in this Section are the required coverage limits for insurance and are not intended, nor will they be construed, to limit or expand any liability or indemnity obligation of Contractor under the Contract. Notwithstanding the preceding sentence, if Contractor maintains insurance limits for any line of insurance in an amount greater than any limitation of liability in this Agreement ("excess limits"), the presence of any "excess limits" shall not be construed to expand any limitation of liability in this Contract. The minimum amount of insurance may be maintained through primary and umbrella or excess coverage. Except for any statutory required insurance, coverage and limits required herein may be met through the combination of primary, local admitted and global insurance policies maintained by Contractor:

6.1   Commercial General Liability Insurance: (County Resolution No. 90674) Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

a.   Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount of $1,000,000.

b.   An endorsement naming County as an additional insured for liabilities assumed in this Agreement under said policy, with respect to claims or suits arising from Seller's product(s) and/or the services provided under this contract.

c.   A provision that said insurance shall be primary and other insurance maintained by the County shall be excess only and not contributing with Contractor's insurance; and

d.   A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium) however, in the event that an Insurer will not provide the notice required in the preceding clause, such notification obligation shall fall to the Contractor.. Upon receipt of such notice, County will provide Contractor in writing a notice that Contractor has until the effective date of termination, change in coverage protection, or reduction in coverage limits to secure new insurance coverage as required herein, and that Contractor's failure to do so will constitute default under the terms of this Agreement.

6.2   Professional Liability / Errors and Omissions Insurance: Contractor shall maintain either a professional liability or errors & omissions policy in an amount of no less than $1,000,000, per occurrence and in the aggregate and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

6.3   Cyber Liability Insurance: Without limiting any of the obligations or liabilities of Contractor,

Contractor shall carry and maintain, at its own expense including any applicable deductibles or retentions, as long as respective, applicable statute(s) of limitation or repose are in effect relating to the specific purposes of this Agreement, Cyber Liability insurance with limits of not less than $2,000,000 for each occurrence and an annual aggregate of $2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

6.4   Automobile Liability Insurance: (County Resolution No. 90676) For each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

a.   Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount of $1,000,000.

b.   An endorsement naming County as an additional insured for liabilities assumed in this Agreement under said policy, with respect to claims or suits arising from the Services provided under this Agreement.

c.   A provision that said insurance shall be primary and other insurance maintained by the Buyer shall be excess only and not contributing with Seller's insurance; and,

d.   A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium). however, in the event that an Insurer will not provide the notice required in the preceding clause, such notification obligation shall fall to the Contractor. Upon receipt of such notice, County will provide Contractor in writing a notice that Contractor has until the effective date of termination, change in coverage protection, or reduction in coverage limits to secure new insurance coverage as required herein, and that Contractor's failure to do so will constitute default under the terms of this Agreement.

6.5   Worker's Compensation: (County Resolution No. 90674) Before commencing to utilize employees in providing Services under this Agreement, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor. CONTRACTOR shall maintain said policy or self insurance as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance.

6.6   Miscellaneous Insurance Provisions: (County Resolution No. 90675) All policies of insurance required by this Agreement shall remain in full force and effect throughout the life of this Agreement and shall be payable on a "per occurrence" basis, except for professional liability/errors and omissions and cyber liability insurance If the Contractor changes "claims made" insurance carriers during the term of this Agreement or any extensions hereof, then Contractor shall carry prior acts coverage.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph or be in material breach of this Agreement. Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Agreement shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Agreement, or both.

7.0   Ownership of Data

County is and shall be the owner of the County Materials, whether or not completed. County Materials means any software, systems, hardware, documentation, information, data or other materials owned by or licensed by a third party to the County that are provided to Contractor by or on behalf of the County and which may be used by the Contractor in connection with the provision of the Services. Contractor shall not release any County Materials under this section without prior written approval of County.

8.0   Prior Nevada County Employment (County Resolution No. 03-353)

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contact with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by COUNTY, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

9.0   Conflict of Interest

Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. This covenant shall not prohibit Contractor from offering the same or similar Software and Services to other entities.

10.0   Responsibilities of County

County shall provide all information reasonably necessary to Contractor in performing the Services provided herein. Contractor shall not be responsible for any delays caused by County's failure to provide information or failure to perform obligations.

11.0   Term and Termination

11.1   The Term of this Agreement shall commence upon execution by both parties (hereinafter

the "Effective Date") and shall continue until all Tasks and Deliverables have been completed by Contractor and Accepted by County unless terminated earlier in accordance with this section.

11.2   Termination by County

a. County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience or because of the failure of Contractor to fulfill the obligations hereunder. Upon receipt of such notice, Contractor shall immediately discontinue all services affected (unless the notice directs that the Disentanglement provision herein shall be invoked), and shall deliver to County all data, estimates, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by Contractor in performing services under this Agreement, whether completed or in process.

b. For Convenience: County may, by written notice stating the extent and effective date, terminate this Agreement in whole or in part at any time without early termination liability or penalty (except for any early termination penalty agreed upon in the applicable Statement of Work) with at least 60 day prior written. Upon receipt of such notice, Contractor shall promptly cease work and notify County as to the status of its performance. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for services performed to the date of termination, to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such information as is necessary to determine the mutually agreeable reasonable value of the services rendered by Contractor. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

c. For Cause: Should Contractor default in the performance of this Agreement or materially breach any of its provisions, the County may issue a Notice to Cure for corrective actions, which Contractor must cure within 30 days of service. Should the breach not be resolved to the County's sole satisfaction within the required timeline, the County may elect to immediately suspend payments or terminate the contract, or both, without notice.

11.3   Termination by Contractor

a. For Nonpayment: Should County fail to pay Contractor all or any part of the payment set forth in Appendix D-2, Contractor may, at Contractor's option, terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.

b. For Cause: Should County default in the performance of this Agreement or materially breach any of its provisions, Contractor, at Contractor's sole option, may terminate this Agreement upon thirty (30) days written notice.

11.4   Disentanglement

If directed by County, Contractor shall cooperate with County and County's other vendors and contractors to ensure a smooth transition at the time of termination of this Agreement, for a period of up to six (6) months, regardless of the nature or timing of the termination. Contractor shall cooperate with County to accomplish a complete transition of the services as set forth in this Agreement being terminated to County or to any replacement provider designated by County, without any interruption or adverse impact on those services or any other services provided by third parties. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including but not limited to providing to County or any new service provider all requested information or documentation required to assist County in effecting a complete transition to the new service provider.

Contractor shall provide all information or documentation regarding the services to be transitioned, including but not limited to data conversion tables, County files, interface specifications, and training materials. Contractor is not obligated to share its confidential information with any successor provider that is not a transferee, subcontractor, or assignee of Contractor. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the County at no more than Contractor's costs, up to the total amount of this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor's obligation to provide the Services shall not cease until the earlier of the following: a) the Disentanglement is completed to the County's reasonable satisfaction, or b) twelve (12) months after the expiration of the then-current Term of the Agreement.

11.5   Return, Transfer and Removal of Data and other Assets

   a.   Upon termination of this Agreement, Contractor shall return to County all County-furnished assets in Contractor's possession.

   b.   Upon termination of this Agreement, Contractor shall ensure that any and all of County's data maintained by Contractor is extracted in a commercially recognized format acceptable to County prior to the termination date or the completion of the Disentanglement period, whichever is later, and that said data is securely transmitted or delivered to County or County's designee.

11.6   Effect of Termination: Contractor will be entitled to recover payment for all Services rendered through the date of termination (including for work delivered (milestones) completed), and in the event of termination of this Agreement, in whole or in part, by either Party, Contractor will also be entitled to recover those reasonable costs and payment of fees incurred in performance (including works in progress) of the next milestone objective to the extent they cannot reasonably be eliminated. Contractor shall cooperate with County to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County to ensure that any and all of County's data maintained in the software licensed to the County by Contractor is extracted in a commercially recognized format acceptable to County prior to the termination date, and that said data is securely transmitted to County. The termination of this Agreement shall not affect the County's rights to the Software pursuant to Schedule B (License Agreement) provided that County has paid all Software license fees set forth in the Schedule E and County is not in breach of any provision of this Agreement or the Schedules. If County terminates this Agreement prior to the payment of all Software license fees, or if County is in breach of this Agreement, County shall immediately cease using the Software and shall either destroy or return the original and all copies, in whole or in part, in any form, of the Software and related materials. County shall certify such action in writing to County within one (1) month after the termination date. Obligations and rights in connection with this Agreement which by their nature would continue beyond the termination of this Agreement, including without limitation, Section 11 of this Schedule A, shall survive termination of this Agreement.

12.0   Informal Dispute Resolution

If a dispute, controversy, or claim arises between the parties relating to this Agreement, the parties shall promptly notify one another of the dispute in writing. Each party shall promptly designate a representative to resolve the dispute. The representatives shall meet within ten (10) days following the first receipt by a party of such written notice and shall attempt to resolve the dispute within fifteen (15) days.

13.0   Compliance with Public Records Law

All information County receives from Contractor, whether received in connection with Contractor's proposal or in connection with any services performed by Contractor, will be disclosed upon receipt of a request for disclosure pursuant to the California Public Records Act; provided, however, that if any information is set apart and clearly marked "Confidential Information" pursuant to Section 9, above, when it is provided to County, County shall give notice of Contractor of any request for disclosure of such information. Contractor shall then have five (5) days from the date it receives such notice to enter into an agreement with the County, satisfactory to the County Counsel, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by County in any legal action to compel the disclosure of such information under the California Public Records Act. Contractor shall have sole responsibility for defense of the actual "Confidential" designation of such information.

Contractor and County understand and agree than any failure by Contractor to respond to the notice provided by County and/or to enter into an agreement with County, in accordance with the provisions above, shall constitute a complete waiver by Contractor of any rights regarding the information designated "Confidential" by Contractor, and County shall disclose such information pursuant to applicable procedures required by the Public Records Act.

14.0   Books of Record and Audit Provision

Contractor shall maintain complete records relating to this Agreement for a period of five (5) years from the completion of Services hereunder. Said records shall be maintained in sufficient detail to establish the accuracy of charges for services provided and corresponding calculations of any sales tax payable.

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Any such audit must be conducted on Contractor's premises or at a location designated by County upon thirty (30) days notice, and must comply with any and all reasonable security and confidentiality guidelines and other policies of Contractor. Use of any third-party auditor that is a competitor of Contractor shall be subject to Contractor's prior written approval, such approval not to be unreasonably withheld or delayed.

Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of ten percent (10%) or more of the total Contract amount.

15.0   Taxes

With the exception of sales or use taxes which may be levied by the State of California for software or related materials, County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. Similarly, Contractor shall not be responsible for paying any taxes on County's behalf, and should Contractor be required to do so by state, federal, or local taxing agencies, County agrees to promptly reimburse Contractor for the full value of such paid taxes plus interest and penalty, if any (The fees set forth in Schedule E do not include any amounts for sales taxes, as it is anticipated that all software and related materials will be provided by Contractor by electronic delivery.)

16.0   Jurisdiction and Venue

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California. To the fullest extent permitted by Law, each Party irrevocably waives all rights to a trial by jury.

17.0   Compliance with Applicable Laws

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern of affect the Services to be provided by this Contract.

18.0   Authority

All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated an on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

19.0   Expert Witness

[RESERVED]

20.0   Section Headings

The headings of the several sections of this Schedule A and other Sections which comprise this Agreement, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21.0   Severability and Conflicting Terms

If any one or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Unless otherwise set forth herein or expressly identified in a statement of work, appendix, or attachment to this Agreement as a modification of a specified provision of this Agreement, to the extent there are any conflicts or inconsistencies between this Agreement and any statement of work, appendix, or attachment to this Agreement, the provisions of this Agreement shall govern and control.

22.0   Amendment and Waivers

Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the Party to be bound thereby. The waiver by a Party of any breach hereof or default hereunder shall not be deemed to constitute a waiver of any other breach or default. The failure of any Party to enforce any provision hereof shall not be construed as or constitute a waiver of the right of such Party thereafter to enforce such provision.

23.0   Force Majeure

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile action, or catastrophic natural event. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this Agreement, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

24.0   Publicity

County authorizes Contractor to use County's name in its list of customers. The parties agree that either party or both may issue a mutually acceptable news release regarding County's use of the applicable Software and Support Services. Each party's approval of such news release will not be unreasonably withheld or delayed. Once a press release has been issued, Contractor may publicly refer to County (by name only) as being a customer of Contractor, and only in relation to this Agreement except as otherwise authorized by County.

End of General Terms and Conditions

SCHEDULE D: SCOPE OF PROFESSIONAL SERVICES

1.0   Objectives of the Project

Cognizant Worldwide Limited, herein referred to as "**Contractor**" will manage and implement a project, in accordance with the methodology described herein and in the Cognizant Scope of Work, to enable the County to utilize a third-party software solution known as **Workday Inc.**, **an Enterprise Resource Planning (ERP) software solution.** In fulfilling their respective obligations as described in this Schedule and the resulting implementation plans, Contractor and County agree to use all commercially reasonable efforts to perform in accordance with the respective plans and schedules.

2.0   Project Initiation

2.1   Contractor will, in accordance with the Document Control Plan, establish a documentation library that is approved and available to County (such as TEAMS, SharePoint etc.). County shall have the option of making all documentation available on County's intranet site, provided that all documents are treated as confidential and proprietary, and not a matter of public record.

2.2   Contractor will initiate systems as described in the Project Management Plan for recording and managing issues, risks, and changes.

2.3   Contractor will conduct product overview sessions demonstrating the features of the Software and will review how the Software will be configured to meet the Specifications. The purpose of these sessions is to:

3.0   identify all product configurations necessary to enable functionality to meet defined requirements.

a.   identify business processes changes required to be adopted by the County in order to deploy the software; and

b.   familiarize County resources with the software for ultimate production usage – as introductory informal training,

4.0   County Responsibilities

4.1   The County's Project Manager will coordinate with the Contractor Project Manager regarding the delivery of the solution. County's Project Manager will be available to Contractor Project Manager as needed to enable services to be performed efficiently, and will participate in meetings, training, and other activities related to the delivery of services as reasonable requested by Contractor's Project Manager.

4.2   The County will make available End Users and additional staff as necessary and appropriate to enable the implementation to proceed as planned.

4.3   County will ensure that End Users who participate in Training have the background and experience required to enable them to understand the training and learn how to use the Software, including operation of workstations in a MS Windows environment.

4.4   County will provide a training room to accommodate up to twelve students and one trainer, each with their own PC.

4.5   The County shall provide access to business, operational, and technical data for its environment, as necessary to meet the objectives of this Project. The County shall provide the necessary extracted data in the agreed upon intermediate format required to complete the data conversion. Data and data access will be provided under a mutually agreed security policy.

4.6   The County is responsible for all data cleansing activities. Contractor will provide subject matter experts to assist with troubleshooting and developing cleansing strategy.

4.7   The County shall be responsible for participating in the Product Overview sessions; Contractor-led 'Train-the-Trainer' sessions; identifying County subject matter experts responsible for defining and documenting the County business process using the Contractor product suite; and providing training resources to conduct the End-User Training sessions in the County offices prior to system deployment.

4.8   The County shall be responsible for developing testing scenarios from defined business processes, documented requirements, and current examples of business use cases. Execution of the functionality testing, as well as data conversion review and validation is the responsibility of the County. Contractor will provide subject matter experts to assist with troubleshooting, system training, and facilitate logging/tracking of identified product defects.

5.0   Contractor Responsibilities

5.1   Contractor will provide County with Product Management services and necessary staffing with expertise in solution in adequate capacity to ensure the successful delivery of service for County's use.

5.2   Develop and deliver a Project Management Plan to professional standards which will include, at minimum, a Project Schedule, Project Timeline, Resource Plan, technical configuration documents, defects/issue tracking and resolution, change control, and training plans.

6.0   Place of Performance

Contractor will perform project work at its own locations as well as in County offices. County will make available such office space and meeting space as is reasonably required for Contractor staff to perform their work. Contractor will provide Teams for remote collaboration and content sharing or similar technology for any remote collaborative sessions that may be needed for implementation.

7.0   Project Execution

8.0   Contractor will manage the overall project effort and supervise each project subgroup tasked with all project deliverables outlined in the Cognizant Scope of Work.

8.1   Contractor will provide regular status reports in accordance with the Communication Plan.

9.0   Additional Services

County and Contractor contemplate that the Implementation Plan will from time to time be amended during the project. All amendments to the Implementation Plan shall be made in writing on a change control request form and signed by the Project Manager for each party. Services requested of and provided by Contractor that are not within Contractor's obligations under this Agreement shall be subject to the applicable rates as described in Appendix D-2 (Fee Schedule).

Appendix D-1

This Appendix D-1 is included and provided herein as part of the Agreement to include terms and conditions as required by **Cognizant Worldwide Limited**, a United Kingdom limited liability company with its principal office located at 280 Bishopsgate, Liverpool Street, London EC2M 4AG, United Kingdom ("CWW" or "Cognizant"). In addition, **Cognizant Technology Solutions U.S. Corporation** ("CTS US") shall execute this Agreement together with Cognizant solely for the purpose of acknowledging that CTS US is authorized to perform for Cognizant any Services to be provided to County in the United States of America pursuant to a relevant Statement of Work (as defined herein), which CTS US or another U.S. Affiliate may also execute for such purpose as provided in the Agreement. For the purposes of this Agreement, County and Cognizant may each be referred to as "Party" or, collectively, as the "Parties." The Parties, intending to be legally bound, hereby agree as follows:

1.   **SERVICES.**

Services. Cognizant and County have developed and agree to enter into one statement of work incorporating a description of the specific services to be provided, each in a form mutually agreed by the Parties (a "Statement of Work" or "SOW") and is incorporated herein and attached hereto as Appendix D-2. The Statement of Work will set forth, among other things, project scope, various project activities and tasks to be performed by the Parties, and roles and responsibilities of the Parties. Cognizant may provide to County the following types of services as, and to the extent, described in the Statement of Work: (i) the management of certain business and IT operational services, which may be performed either onsite or from remote locations ("Managed Services"); (ii) certain consulting, development, integration and or other support services provided in addition to the Managed Services ("Professional Services"); and (iii) any other services described as Cognizant's obligation in a Statement of Work, (collectively the "Services"). In addition, Cognizant will provide to County certain results or proceeds of the Services that are defined as deliverables in the Statement of Work (collectively, the "Deliverables"). The Statement of Work shall specifically identify this Agreement and indicate that it is subject to the terms hereof and be executed by County and Cognizant. Upon written notice to County, Cognizant may engage any Affiliate (as hereinafter defined) of Cognizant to provide Services and Deliverables to County and any Affiliates of County for Cognizant under this Agreement. For SOWs executed in connection with work to be performed for County in the United States of America, and solely to the extent that employees of a U.S.-domiciled Cognizant Affiliate who are foreign skilled workers are required for the provision of Services by Cognizant in connection with such SOW, such Cognizant Affiliate may also execute such SOW solely for the purpose of providing Services to County for Cognizant. Any Affiliate of Cognizant may itself provide Services directly to County and any Affiliates of County under this Agreement by executing SOWs in its own name, exclusive of Cognizant, and only for the purposes of any such SOW(s), shall be considered "Cognizant" as that term is used in this Agreement. Only the Chief Information Officer of County may enter into SOW(s) with Cognizant or any Affiliate of Cognizant and, only for the purposes of any such SOW(s), shall be considered "County" as that term is used in this Agreement. As used herein, the term "Affiliate" means any entity that controls or is controlled by or is under common control with Cognizant or County, as applicable, where "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies and operations of such entity, whether through ownership of voting securities, by contract or otherwise.

Deliverables and Acceptance. Deliverables, if any, under this Agreement will be as set forth under the SOW. The SOW will describe, if applicable, the Deliverables that Cognizant is obligated to furnish to County hereunder, the acceptance criteria for each of the Deliverables (the "Acceptance Criteria") and the completion criteria, if any, to signify completion of each phase of a project. County shall review, evaluate and/or test, as the case may be, each of the Deliverables within the applicable time period set forth in the SOW (with respect to each Deliverable, the "Acceptance Period") to determine whether or not such Deliverable satisfies the applicable Acceptance Criteria in all material respects. If County does not furnish a written notice to Cognizant specifying that a Deliverable has failed to satisfy its Acceptance Criteria in any material respects prior to the end of the Acceptance Period therefor and/or if Client commences using the Deliverables in a production environment then County will be deemed to have accepted such Deliverable. If any Deliverable fails to satisfy its Acceptance Criteria in any material respect, then County will notify

Cognizant in writing specifying the respects in which such Deliverable does not conform to the applicable Acceptance Criteria and what modifications are necessary to make it conform thereto. Thereafter, Cognizant shall use its diligent commercially reasonable efforts to modify such Deliverable to so conform and the Deliverable will be resubmitted for acceptance by County. If, after repeated attempts, Cognizant is unable to remedy any non-conforming portion of any Deliverable, County may terminate pursuant to Section 11 of the Agreement.

2. PROJECT SCHEDULE; CHANGES.

Project Schedule; Changes. The Statement of Work will set forth the projected work effort and schedule applicable to the Services. The Statement and Agreement concerning time are based upon information available and circumstances existing at the time made, and each Statement of Work is subject to equitable adjustment upon any material change in such information or circumstances, the occurrence of an excusable delay (as defined herein below) or upon modification of the scope, timing or level of work to be performed by Cognizant. Either Party will be entitled to propose changes. It is mutually acknowledged that any such change may affect the fees or charges ("Charges") payable to Cognizant and/or the project schedule. Neither Party shall have any obligation respecting any change until an appropriate change order or amendment to the applicable Statement of Work is executed and delivered by both Parties.

Excusable Delays and Failures. Cognizant will be excused from delays in performing, or from a failure to perform, hereunder to the extent that such delays or failures result from causes beyond Cognizant's reasonable control. County acknowledges that County's failure or delay in furnishing necessary information, equipment or access to facilities, delays or failure by County in completing tasks required of County or in otherwise performing County's obligations under the Agreement or under the Statement of Work and any assumption contained in the Statement of Work which is untrue or incorrect will be considered an excusable delay or excusable failure to perform hereunder and may impede or delay completion of the Services. County further acknowledges that such delays or failures may result in additional charges for the Services.

3. PAYMENT.

Project Charges and Reimbursable Items. County shall pay to Cognizant the Charges set forth in the Statement of Work, which such Charges shall be subject to adjustment by Cognizant annually unless otherwise expressly agreed in the applicable Statement of Work. County will also reimburse Cognizant for all reasonable out-of-pocket travel, living and other ancillary expenses as approved in advance by County Contract Administrator and with receipts provided in connection with the Services and any other reimbursable items set forth in the Statement of Work. All travel expenses must align with the Federal Per Diem rates for hotel, and meals for the Northern California region. Cognizant will have no obligation to perform any Services when any amount required to be paid by County remains due and unpaid beyond the date such amount is due. Any suspension of Services by Cognizant as a result of County's failure to make payment as required will extend the due dates of Deliverables and other Services to the extent impacted by such suspension or delay.

Invoices; Payments. Cognizant will invoice County for all Charges and reimbursable items payable to Cognizant in accordance with the Appendix D-2 set forth in the Statement of Work as such payments are due. County will pay the invoiced amount in full within forty-five (45) days of the date of each accurate invoice as approved by the County Contract Administrator; provided that the County may withhold amounts disputed reasonably and in good faith pending resolution of such dispute. County will pay interest, at the maximum legal rate permitted, on the amount shown on any approved invoice that is paid later than forty-five (45) days after the date of the invoice, other than such amounts that are disputed in such good faith during the pendency of the relevant dispute. All amounts hereunder will be invoiced and paid in United States Dollars unless otherwise set forth in the SOW.

Taxes. All Charges are exclusive of taxes. County shall pay amounts equal to any federal, state or local sales, use, excise, privilege, value added, goods and services or other taxes, duties, imposts, levies or similar assessment relating to the Services and Deliverables provided by Cognizant hereunder, exclusive of taxes based on Cognizant's net income or net worth. County and Cognizant agree to cooperate on any tax matters arising from the provision of the Services and Deliverables under this Agreement. Both Parties

agree to provide reasonable assistance to the other in order to mitigate any taxes applicable to the Services and Deliverables provided to County or to payments made pursuant to this Agreement with respect to the Services and Deliverables.

4.   OBLIGATIONS OF THE PARTIES.

Working Environment. For any Services to be provided by Cognizant at any of County's sites, County shall provide Cognizant's personnel with (i) a suitable and adequate work environment, including space for work and Internet connectivity for performance of the Services; (ii) access to and use of County's facilities and relevant information, including software, and documentation; (iv) assistance to such personnel in a timely manner by promptly correcting any connectivity problems that would affect the performance of Services; and (v) any other items set forth in the Statement of Work.

County's Personnel Commitment. County will ensure that all County personnel who may be necessary or appropriate for the successful implementation of the Services will, on reasonable notice, (i) be available to assist Cognizant's personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as outlined in the Statement of Work; (iii) participate in progress and other Service related meetings; (iv) contribute to software and system testing; and (v) be available to assist Cognizant with any other activities or tasks required to complete the Services in accordance with the Statement of Work.

Cognizant's Personnel Commitment. Cognizant will ensure that all Cognizant personnel who may be necessary or appropriate for the successful implementation of the Services will, on reasonable notice, (i) be reasonably available to assist County's personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner as set out in the Statement of Work; (ii) participate in the Services as outlined in the Statement of Work; (iii) participate in progress and other Service related meetings; (iv) guide and direct software and system testing; and (v) be reasonably available to assist County with any other activities or tasks required to complete the Services in accordance with the Statement of Work.

4.1   Export Control. County agrees to notify Cognizant of any requirements for Deliverables or any other technology, technical data or information to which Cognizant will have access as a result of the Services that, in any case, will subject the Deliverables or the other technology, technical data or information to control under applicable export regulations under any classification other than EAR99 (or its non-U.S. equivalent) and, in such event, County will (i) identify to Cognizant the applicable regulations (e.g. the United States Export Administration Regulations ("EAR") or the International Traffic in Arms Regulations ("ITAR")) and classifications (e.g. ECCN) and (ii) follow such guidelines as Cognizant may communicate to County that reasonably are required to avoid violations. Each Party acknowledges and agrees that to the extent that any tangible or intangible technical data provided under this Agreement is subject to US export laws and regulations, such Party will not use, distribute, transfer, or transmit technical data provided by the other Party under this Agreement except in compliance with US export laws and regulations. Notwithstanding the foregoing, County agrees that it will not provide Cognizant with any technology, technical data or information that is subject to control under the ITAR. In the event that County wishes to provide Cognizant with ITAR-controlled technology, technical data or information, County will notify Cognizant in writing of such intent, and the Parties agree to cooperate to determine the appropriate agreements and controls, if any, required before County makes such disclosure.

FCPA. Neither Party shall take any action in connection with the performance of its obligations under this Agreement that violates the Foreign Corrupt Practices Act, as amended, and the rules and regulations thereunder in any manner that has a material adverse impact on the other Party. To the extent that any of the Services or Deliverables cannot be performed or provided without violation of any law, regulation, or other control, then Cognizant shall not be obligated to provide the same and the applicable Statement of Work shall be amended accordingly.

Work Authorization/HR Compliance/Relationship Matters. In the event that it is necessary for Cognizant to obtain visas or work permits for Cognizant personnel, County will cooperate with Cognizant by taking all reasonably necessary actions to facilitate Cognizant's efforts, including, but not limited to,

providing, and hereby consents to Cognizant providing to immigration authorities, documentation indicating the nature and location of the work to be performed, the necessity of the work to be performed, and other documentation as may be reasonably required and related to this Agreement (including the existence and terms of this Agreement and the identity of the Parties hereto), and posting such notices as may be legally required (including any legally required notice posting at County sites from which the parties contemplate services being provided by Cognizant personnel who are foreign skilled workers). Notwithstanding anything herein to the contrary, County hereby authorizes Cognizant to use County's name and/or logo with prior written approval by County Contract Administrator to internally (within Cognizant) or externally reference to County as a Cognizant customer and to describe the services provided to County.

5. OWNERSHIP.

Ownership of Developed IP. Unless otherwise agreed in the SOW, Cognizant agrees that, upon Workday Delivery Assurance certification and County's payment in full, the software or other works of authorship developed by Cognizant or its Affiliates specifically for County as a Deliverable or a part of a Deliverable, as set forth in a Statement of Work ("Developed IP") shall be the property of, and ownership shall vest in, County. Developed IP does not include Cognizant Confidential Information, Cognizant Proprietary Intellectual Property (as defined below), any Third-Party Items, or any derivative of the foregoing, that may be incorporated into a Deliverable. Cognizant agrees to take, at County's cost and expense, all actions requested by County which are reasonably necessary to assure the conveyance to County of the foregoing rights to the Developed IP.

Residual Rights. Notwithstanding anything to the contrary herein, Cognizant, Cognizant Affiliates, and their respective employees and agents shall be free to use and employ any Residual Information. "Residual Information" means the general knowledge, ideas, know-how, experience, and techniques that would be retained in the unaided memory of an ordinary person skilled in the art, not intent on appropriating the proprietary information of the disclosing party. Nothing in this paragraph, however, shall be deemed to grant a license under County's registered intellectual property rights.

Cognizant Proprietary Intellectual Property. County acknowledges that Cognizant personnel may utilize proprietary software, methodologies, tools, specifications, drawings, sketches, models, samples, records, documentation, works of authorship, creative works, ideas, know-how, research results, data or other materials which have been or are originated, developed, licensed, purchased, or acquired by Cognizant or its Affiliates or subcontractors (collectively, "Cognizant Proprietary Intellectual Property"); which constitutes Cognizant Confidential Information. County agrees that Cognizant Proprietary Intellectual Property and Residual Information, any derivatives of Cognizant Proprietary Intellectual Property or Residual Information, is the sole property of Cognizant (or its licensors) and that Cognizant (or its licensors) will retain sole and exclusive title to and ownership thereof. If any Cognizant Proprietary Intellectual Property owned by Cognizant is embedded in a Deliverable, Cognizant grants to County a worldwide, royalty free, non-exclusive, transferable, perpetual license to use, execute and perform such Cognizant Proprietary Intellectual Property as a functional element of the applicable Deliverable, subject to any additional terms or limitations set forth in the applicable Statement of Work, and provided that no portion of the Cognizant Proprietary Intellectual Property is separated or unbundled from the applicable Deliverables or used as a stand-alone product or development tool. Except as expressly provided in the foregoing sentence, nothing contained in this Agreement or otherwise shall be construed to grant to County any right, title, license or other interest in, to or under any Cognizant Proprietary Intellectual Property (whether by estoppel, implication or otherwise). Any license to Cognizant Proprietary Intellectual Property that is not embedded in Deliverables or that is commercially available will be pursuant to a separate license agreement between County and Cognizant (or its licensor).

5.1   County Provided IP and Third-Party Items. County grants Cognizant and its Subcontractors a non-exclusive, paid-up license to use, execute, reproduce, distribute, and prepare derivative works of County software and third-party software licensed to County as reasonably required to perform Services. Cognizant shall obtain County's prior written consent before embedding in Deliverables or installing in County's environment any proprietary third-party tools or applications. If any third party tools, applications, utilities and cloud infrastructure are distributed, resold, or provided to County in connection with this Agreement (collectively, "Third Party Items"), such Third Party Items shall be provided AS-IS and may be

made available to County under a separate agreement between County and the licensor of the Third Party Item or made available to County by Cognizant under a separate agreement or pass-through terms set forth in an SOW, which shall apply to the relevant Third Party Item(s) in lieu of any of the terms of this Agreement. Notwithstanding anything to the contrary herein, County's use of each open-source component incorporated by Cognizant into a Deliverable will be governed by, and is subject to the terms and conditions of, the applicable open-source license.

5.2   Installation of Tools. Cognizant may use certain Cognizant owned or licensed Tools (the "Tools"), including those set forth in the applicable SOW in connection with its performance of the Services. The Tools are Cognizant Proprietary Intellectual Property and are not part of any Deliverable. As between Cognizant and County, Cognizant is the sole owner of the Tools, together with all modifications, enhancements and changes to the Tools and the information generated by any of the foregoing. County consents to Cognizant's installation of the Tools onto County's systems. Only Cognizant may install, configure, control, or grant access to the Tools. County agrees that Cognizant may uninstall and remove the Tools at any time, and that the consent set forth in this paragraph is not a software license or subscription agreement. Cognizant will use the Tools as installed on County's systems solely to perform the Services for County.

6.   CONFIDENTIAL INFORMATION.

Confidentiality Obligations. For a period of three (3) years from the date of disclosure of the applicable Confidential Information (as hereinafter defined), or a period as otherwise provided by law, County and Cognizant shall each (i) hold the Confidential Information of the other in trust and confidence and avoid the disclosure or release thereof to any other person or entity by using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own Confidential Information of a similar nature, but not less than reasonable care, and (ii) not use the Confidential Information of the other Party for any purpose whatsoever except as expressly contemplated under this Agreement or any Statement of Work. Except with the express written consent of the other Party, each Party shall disclose the Confidential Information of the other Party only to those of its and its affiliates' employees, officers, directors, subcontractors, agents or representatives having a legitimate need to know the information for the purposes of this Agreement ("Representatives") and shall take all reasonable precautions to ensure that such Representatives comply with the provisions of this Section 6.1.

6.1   Definition. The term "Confidential Information" shall mean any and all information or proprietary materials other than Personal Information (as defined in Exhibit A attached hereto) (in every form and media) not generally known in the relevant trade or industry and which has been or is hereafter disclosed or made available by either Party (the "disclosing party") to the other (the "receiving party") in connection with the efforts contemplated hereunder, including (i) all trade secrets, (ii) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto, and (iii) information relating to business plans, sales or marketing methods and customer lists or requirements.

Exceptions. The obligations of either Party under Section 6.1 will not apply to information (other than Personal Information) that (i) was in the receiving party's possession at the time of disclosure and without restriction as to confidentiality, (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the receiving party, (iii) has been received from a third party without restriction on disclosure and without breach of agreement by the receiving party, or (iv) is independently developed by the receiving party without regard to the Confidential Information of the disclosing party. In addition, the receiving party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it; *provided* that the receiving party (a) gives the disclosing party reasonable written notice to allow the disclosing party to seek a protective order or other appropriate remedy, (b) discloses only such Confidential Information as is required by the governmental entity, and (c) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

7. DATA PROTECTION

7.1 Data Protection. If and to the extent that the Services require Cognizant to process County's Personal Information, the Parties shall abide by the terms set forth under Exhibit A attached hereto.

8. INDEMNIFICATION.

Intellectual Property Rights Indemnity. Cognizant and County (in such case, the "indemnifying party") each agree to indemnify and hold harmless the other (in such case, the "indemnified party") from and against any costs and damages awarded against the indemnified party by a court pursuant to a final judgment as a result of, and defend the indemnified party against, claims of infringement of a U.S. patent or registered copyright or misappropriation of any trade secret related to a Deliverable (in the case of indemnification by Cognizant) or any claim relating to Cognizant's possession, use or modification of any software, documentation, data or other property provided by County (in the case of indemnification by County).

Intellectual Property Rights Exclusions. Cognizant shall have no obligation or liability for any infringement or misappropriation claim resulting or alleged to result from: (i) modifications made other than by Cognizant, (ii) use of the Deliverables other than for County's internal purposes or in combination with any equipment, software or material not approved or provided by Cognizant, (iii) County's use or incorporation of materials not provided by Cognizant, (iv) the instructions, designs or specifications provided or approved by County; (v) any software or other materials furnished by any third party; or (vi) County's continuing the allegedly infringing activity after being notified thereof or after being informed and provided with modifications that would have avoided the alleged infringement.

Infringement Remedies. In the event of an infringement or misappropriation claim as described above arises, or if Cognizant reasonably believes that a claim is likely to be made, Cognizant, at its option and in lieu of indemnification, may: (i) modify the applicable Deliverables so that they become non-infringing but functionally equivalent; or (ii) replace the applicable Deliverables with material that is non-infringing but functionally equivalent; or (iii) obtain for County the right to use such Deliverables upon commercially reasonable terms; or (iv) remove the infringing or violative Deliverables and refund to County the fees received for such Deliverables that are the subject of such a claim based on a five (5) year straight line depreciation. This Section 8 sets forth the exclusive remedy and entire liability and obligation of each Party with respect to intellectual property infringement or misappropriation claims, including patent or copyright infringement claims and trade secret misappropriation.

Personal Injury and Property Damage Indemnity. Cognizant and County each agree to indemnify, defend and hold harmless the other from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of third party claims for bodily injury or damage to real or tangible personal property, not including software, data, and documentation, to the extent caused directly and proximately by the gross negligence or willful misconduct of the indemnifying party, its employees or agents.

Indemnification Procedures. The obligations to indemnify, defend and hold harmless set forth above in this Section 8 will not apply to the extent the indemnified party was responsible for giving rise to the matter upon which the claim for indemnification is based and will not apply unless the indemnified party (i) promptly notifies the indemnifying party of any matters in respect of which the indemnity may apply and of which the indemnified party has knowledge; (ii) gives the indemnifying party full opportunity to control the response thereto and the defense thereof, including any agreement relating to the settlement thereof, provided that the indemnifying party shall not settle any such claim or action without the prior written consent of the indemnified party; and (iii) cooperates with the indemnifying party, at the indemnifying party's cost and expense in the defense or settlement thereof. The indemnified party may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice on a monitoring, non-controlling basis.

9.   WARRANTY.

9.1   Limited Warranty. Cognizant warrants the following:

      9.1.1   the applicable Services rendered hereunder will be performed by qualified personnel at all times.

      9.1.2   the Professional Services performed will substantially conform to any applicable requirements set forth in the Statement of Work for a period of 45 days (the "Warranty Period") following performance of such Professional Services; and

      9.1.3   during the Warranty Period, the Deliverable(s) will materially conform to the corresponding product specifications set forth in the applicable Statement of Work for such Deliverable.

      9.1.4   Warranty Period begins at the conclusion of the final Deliverable with approved County acceptance and issuance of final progress payment.

Remedies. Cognizant does not warrant that any Deliverable will operate uninterrupted or error-free, provided that Cognizant shall remain obligated pursuant to this Section 9. In the event that any Deliverable or Service fails to conform to the foregoing warranty in any material respect, the sole and exclusive remedy of County will be for Cognizant, at its expense, to promptly use commercially reasonable efforts to cure or correct such failure. The foregoing warranty is expressly conditioned upon (i) County providing Cognizant with prompt written notice of any claim thereunder prior to the expiration of the applicable Warranty Period, which notice must identify with particularity the non-conformity; (ii) County's full cooperation with Cognizant in all reasonable respects relating thereto, including, in the case of modified software, assisting Cognizant to locate and reproduce the non-conformity; and (iii) with respect to any Deliverable, the absence of any alteration or other modification of such Deliverable by any person or entity other than Cognizant.

Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9.1, COGNIZANT DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND, WHETHER SUCH REPRESENTATION, WARRANTY, OR CONDITION BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION, WARRANTY OR CONDITION FROM COURSE OF DEALING OR USAGE OF TRADE.

Responsibility of County. In the event that County asserts any claim for warranty services hereunder and such claim relates to any matter that is determined not to be Cognizant's responsibility hereunder (including any problem with County's third party vendors, County's computer hardware or software that was not caused by any Services performed by Cognizant), County will be responsible to pay Cognizant for all costs incurred for all evaluation, correction or other services performed by Cognizant relating to such claim on a time and materials basis at Cognizant's standard billing rates as described in Appendix D-2 (Fee Schedule).

10.   LIMITATION OF LIABILITY AND REMEDIES.

Exclusion of Damages. In no event shall either Party be liable to the other Party or any other person or entity for any lost profits, special, exemplary, indirect, incidental, consequential or punitive damages or liabilities, or for any costs (including transition costs) associated with procuring substitute or replacement services, of any kind or nature whatsoever (collectively, "Indirect Damages"), whether in an action based on contract, warranty, strict liability, tort or otherwise, even if such Party has been informed in advance of the possibility of such Indirect Damages or such Indirect Damages could have been reasonably foreseen by such Party.

Total Liability. In no event shall Cognizant's liability to County or any other person or entity arising out of or in connection with this Agreement or the Services exceed, in the aggregate, the total fees paid by County for the particular Service or Deliverable with respect to which such liability relates (or in the case of any liability not related to a particular portion of the Services, the greater of: a) 1.5x the fees paid by County to Cognizant in the twelve (12) month period preceding the last act or omission giving rise to any such liability, or: b) one (1) million Dollars. whether such liability is based on an action in contract, warranty, strict liability or tort (including, without limitation, negligence) or otherwise. The limitations specified in this Section 10 will

survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

11.   EMPLOYEES.

No Employee Relationship. Neither Party's personnel shall be deemed to be employees of the other Party. Each Party and its Affiliates shall be solely responsible for the payment of all compensation to its employees, including provisions for employment taxes, workmen's compensation and any similar taxes associated with employment of its personnel. A Party's employees shall not be entitled to any benefits paid or made available by the other Party to its employees.

Non-Solicitation Obligations. During the term hereof and for a period of twelve (12) months thereafter, neither Party shall, directly or indirectly, solicit for employment or employ, or accept services provided by, (i) any employee of the other Party (including employees of Cognizant's Affiliates); or (ii) any former employee of the other Party (including former employees of Cognizant's Affiliates) who performed any work in connection with or related to the Services.

Subcontractors and Third-Party Providers. In addition to the right to engage Affiliates to provide Services as specified hereunder, Cognizant may, with prior written notice to Client, engage non-Affiliate third parties which will be responsible for providing a portion of the Services that Cognizant provides to County (such as field services and end user support) where such services are not dependent on a product being provided by such third party ("Subcontractors"), provided that such Subcontractors have executed appropriate confidentiality agreements with Cognizant. Cognizant may also (i) engage vendors providing equipment or software (and services in support of such equipment or software) to support the provision of Services and/or (ii) subcontract for third party services or products that are not principally dedicated to performance of Services for the County, which are not material to a function constituting a part of the Services, do not result in a material change in the way Cognizant conducts its business, or are composed of small scale temporary labor (collectively, "Third Party Providers"). For the avoidance of doubt, Third Party Providers shall not be deemed "Subcontractors" as such term is defined under this Section. Cognizant may engage such Third-Party Providers pursuant to such Third-Party Providers' standard terms and conditions. County may agree in writing to be bound by the Third Party Providers' standard terms and conditions to the extent necessary, if at all, for County to (iii) be able to use the relevant Third Party Provider's product or services in connection with its receipt of the Services and/or (iv) make use of any of the Services supported by such Third Party Provider's product/services. If the Client's agreement to be bound by the Third Party Providers' standard terms and conditions is necessary for County to be able to use the relevant Third Party Provider's product or services in connection with its receipt of the Services and/or make use of any of the Services supported by such Third Party Provider's product/services, then Cognizant must notify County of such need and provide County an opportunity to independently review and negotiate the Third Party Provider's standard terms and conditions. No engagement of Subcontractors or Third-Party Providers hereunder will relieve Cognizant from any of its obligations under this Agreement.

Nondiscrimination. To the extent applicable to Services under this Agreement, Cognizant shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilitie, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

Notices. All notices required by this Agreement will be given in writing to the other Party and delivered by registered mail, international air courier, facsimile, email or the equivalent. Notices will be effective when received as indicated on the facsimile, registered mail, email or other delivery receipt. All notices will be given by one Party to the other at its address stated on the first page of this Agreement unless a change thereof previously has been given to the Party giving the notice.

Counterparts. This Agreement and each Statement of Work may be executed in several counterparts and by facsimile signature or eSignature, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. A telecopy or other form of electronic signature shall be as legally effective as an original signature.

Entire Agreement. This Agreement and all Statements of Work attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersede all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

Press Releases and Announcements. Either Party may make any public disclosure it believes in good faith is required by applicable law, regulation or stock market rule with written approval by the disclosing Party. The disclosing party shall advise the other Party in writing with a copy of the proposed disclosure prior to making the disclosure.

Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Consents and Approvals. Except where expressly provided as being in the discretion of a Party, where approval, acceptance, consent or similar action by either Party is required under this Agreement or the applicable Statement of Work, such action shall not be unreasonably withheld or delayed. **END OF MSA**

EXHIBIT A

DATA PROTECTION AGREEMENT

This Data Protection Agreement (this "**DPA**"), is entered into by and between **Cognizant Worldwide Limited** (collectively with its Affiliates, "**Cognizant**") and County of Nevada ("**County**") (each a "**Party**" and collectively, "**Parties**"), pursuant to the terms and conditions of the Cognizant Master Services Agreement provided herein and attached hereto as Appendix D-1

General Data Protection Terms

1. **Introduction.**

   1.1. Order of Precedence. This DPA is part of the Agreement, and the terms of this DPA are in addition to, and not in lieu of, the terms in the Agreement. Other than with respect to the limitations of liability set forth in the Agreement, which shall govern and control in all cases, the terms of this DPA shall prevail over any conflicting terms in the Agreement's other sections.

2. **Definitions.**

   2.1. In this DPA:

   a. "**Access**" or "**Accessing**" means to access, view, alter, use, process, transfer, store, host, disclose, erase, destroy, or dispose of Protected Data, and includes any operation or set of operations performed upon Protected Data, whether or not by automated means.

   b. "**Applicable Laws**" means the privacy, data security, and data protection laws, directives, regulations, orders, and rules in the jurisdiction(s) applicable to the Cognizant and/or the Services provided under the Agreement.

   c. "**Applicable Standards**" means government standards, industry standards, and commercially reasonable practices related to privacy, data security or data protection that are applicable to Cognizant and the Services provided under the Agreement, or such other standards as otherwise agreed to by the Parties and specifically set forth in an applicable Statement of Work or other written agreement.

   d. "**Authorized Person(s)**" means the individual(s) to whom County or Cognizant has granted Access to Protected Data.

   e. "**Employee Personal Data**" means the Personal Information of the personnel of Cognizant, Cognizant's Affiliates, or Cognizant subcontractors or other representatives.

   f. "**European Data Protection Legislation**" means: Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC ("**General Data Protection Regulation**"), including any applicable delegated acts adopted by the European Commission and any applicable national legislation made under or otherwise adopted by member states of the EEA (defined below), Switzerland, or the UK pursuant to specific rights or powers contained within the General Data Protection Regulation and all other applicable legislation in the EEA, Switzerland, and the UK relating to the protection of Personal Information.

   g. "**include**" or "**including**" means including but not limited to.

   h. "**Personal Data**" means: any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online

identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.

    i. "**Personal Information**" means: (i) information relating to an identified or identifiable individual in any form or medium; (ii) information related to an identified or identifiable individual that is protected under Applicable Law (including Personal Data); or (iii) information that is not specifically about an identified or identifiable individual but, when combined with other information, may identify an individual. In the event that the definition of Personal Information in this DPA is inconsistent with a definition of Personal Data, Personal Information, or similar concept under an Applicable Law, then the definition of such concept under the Applicable Law shall prevail solely to the extent of the inconsistency.

    j. "**Protected Data**" means the Personal Information to which County has granted Cognizant access for the performance of Cognizant's obligations under the Agreement.

    k. "**Security Incident**" means the unauthorized or unlawful destruction, loss, alteration, or disclosure of Protected Data caused by Cognizant's breach of this DPA. Security Incidents will not include unsuccessful attempts to Access Protected Information or to interfere with system operations in an information system, such as "scans" or "pings" on a firewall.

    l. "**Security Standards**" has the meaning set forth in Section 5 of this DPA.

2.2. All capitalized terms that are not expressly defined in this DPA will have the meaning given to them in the Agreement. All examples are illustrative and not the sole or exclusive examples of a particular concept.

3. General Obligations.

3.1. Compliance. Cognizant agrees that, during the period in which Cognizant has been given Access to Protected Data, it will comply with its obligations under Applicable Laws. Cognizant will provide commercially reasonable information, assistance, and cooperation regarding the processing of Personal Information as County may reasonably required to enable County to comply with Applicable Laws, including (when required by Applicable Laws)

3.2. Purpose Limitation. Cognizant agrees that it will Access Protected Data: (i) in accordance with the lawful, written instructions of County (ii) for the proper management and administration of Cognizant or to carry out Cognizant's legal responsibilities under Applicable Laws; and (iii) to fulfill its obligations under the Agreement and the relevant Statement(s) of Work.

3.3. International Transfers of Personal Information. When applicable, and where required by Applicable Laws, the Parties agree to execute appropriate data transfer agreements to ensure the lawfulness of cross-border transfers of Personal Information.

3.4. Duty of Confidentiality. Cognizant agrees that Authorized Persons to whom Cognizant has granted Access to Protected Information will be subject to a duty of confidentiality (whether such duty is contractual, statutory, or otherwise).

3.5. Individual Rights. Cognizant will reasonably assist the County to fulfill or resolve an individual's request for access to his or her Personal Information, including with respect to a request from a data subject to exercise any of his or her rights under Applicable Laws (including the rights of access, correction, blocking, objection, erasure and data portability, as applicable). If Cognizant receives such a request directly from the individual(s), Cognizant will promptly inform County of the request.

3.6. Prohibited Personal Information. County will not provide Cognizant with Access to Personal Information that contains any special categories of Personal Data or information related to criminal convictions and offenses that are not expressly disclosed in the relevant SOW(s).

4. **Obligations for Special Categories of Personal Information.**

   4.1. European Data Protection Requirements. If Cognizant or a Cognizant Affiliate: (i) is established within the European Economic Area ("**EEA**"), Switzerland, or the UK and processes Personal Data of EEA or UK data subjects on behalf of County or a County Affiliate as part of the Services; (ii) processes Personal Data on behalf of a County Affiliate established in the EEA, Switzerland, or the UK as part of the Services; or (iii) processes the Personal Data of data subjects located in the EEA, Switzerland, or the UK on behalf of the County or a County Affiliate as part of the Services, then the Parties will enter into additional EU-specific data privacy terms with respect to the Services that involve processing of such Personal Data.

   4.2. HIPAA. If and to the extent Cognizant has Access to Protected Health Information as defined at 45 C.F.R. §160.103 ("**PHI**") subject to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), then the Parties shall enter into a mutually agreeable Business Associate Agreement subject to the provisions of the Agreement.

5. **Security Standards.**

   5.1. Minimum Security Standards. Cognizant agrees to implement and maintain commercially reasonable and appropriate administrative, technical, organizational, and physical controls designed to provide a level of security appropriate to the risk and to protect the confidentiality, integrity, and availability of Protected Data ("**Security Standards**"), including: (i) controls designed to secure facilities, infrastructure, data centers, servers, hard copy files, systems, equipment, applications, and devices used to Access Protected Data, including controls to monitor, prevent, detect, and respond to Security Incidents; (ii) policies and practices limiting Access to Protected Data only to Authorized Persons; and (iii) procedures to regularly assess and evaluate the effectiveness of the Security Standards.

   5.2. Training. Cognizant will provide privacy and security training for all Authorized Persons who Access Protected Data.

   5.3. County Responsibility for Employee Personal Data. To the extent that County has Access to Employee Personal Data, County shall implement and maintain, in compliance with Applicable laws, a data privacy and security program to protect Employee Personal Data to a standard materially the same as those required of Cognizant hereunder. County shall collect only the minimum necessary amount of Employee Personal Data to comply with County's obligations under Applicable Laws.

6. **Return and Disposal of Protected Data.** Upon the earlier of County's written request or termination or expiration of the Agreement, Cognizant will securely destroy and provide County with written confirmation of destruction or, at County's expense, return the Protected Data in accordance with County's reasonable written instructions. Cognizant agrees to return or destroy Protected Data within ninety (90) days of receipt of County's written request or expiration or termination of the Agreement, as applicable; provided, however, that Cognizant may retain copies of Protected Information that Cognizant is legally required to retain, subject to a continued obligation to hold the same in confidence in accordance with this Agreement.

7. **Security Incident Response.**

   7.1. Security Incident Response Program. Cognizant will maintain and provide to County upon request an incident response program in compliance with Applicable Laws to respond to Security Incidents.

   7.2. Notice, Investigation, and Remediation. In the event of a Security Incident, Cognizant will notify County without undue delay and in compliance with Applicable Laws regarding Security Incidents, including, but not limited to California Civil Code sections 1798.29(a) and 1798.82(a) as well as the California Consumer Privacy Act of 2018, and in no event more than 48 hours after confirmation of

the Security Incident. This notification will include, to the extent known at the time notice is sent: (i) a description of the Security Incident; (ii) the categories and types of Protected Data affected; and (iii) if applicable, the categories and number of data subjects and individual records affected. Additionally, Cognizant will promptly investigate and remedy the Security Incident, take commercially reasonable steps to mitigate the effects of the Security Incident and to prevent further Security Incidents, and take other actions required of it by Applicable Laws.

7.3. <u>No Unauthorized Statements</u>. Except as required by Applicable Laws, neither Party will make public statements concerning a Security Incident that references or identifies either Party, unless both Parties have provided express written consent for any such statement prior to its release.

8. **Change in Law.** If an Applicable Law becomes effective after the execution of this DPA and is inconsistent with the terms of this DPA or otherwise requires the Parties to amend this DPA or change the Services, the Parties agree to enter into good faith negotiations to make required changes to the Security Standards, the Services, and/or to amend this DPA or the Agreement, and to comply with the most recent effective Applicable Law.

9. **Survival.** Without limiting Cognizant's obligations under the Confidentiality provisions in Section 9 of the Agreement, Cognizant's obligations under this DPA will survive termination or expiration of the Agreement and/or completion of the Services solely to the extent Cognizant is required to Access Protected Data. **END 'EXHIBIT A'**

Appendix D-2

See Cognizant Scope of Work (SOW) in separate document including:
- o **Project Deliverables/Milestones**
- o **Project Timeline**
- o **Payment Schedule**

(insert final Cognizant document)

Statement of Work
Workday Deployment Services

STATEMENT OF WORK

FOR

WORKDAY DEPLOYMENT SERVICES

This Statement of Work ("SOW") is made effective on the 11th of November, 2024 (the "SOW Effective Date"), by and between Nevada County, California ("Client"), having its principal place of business at 950 Maidu Ave, Nevada City, CA, 95959, and **Collaborative Solutions, LLC**, a limited liability company ("CSLLC"), having its principal place of business at 300 Frank W Burr Boulevard, Suite 36, 6th Floor, Teaneck, NJ 07666 for Services scheduled to begin on November 11th, 2024 ("Start Date"), and expected to end on February 12th, 2027.

This SOW, together with the Agreement, sets out the terms pursuant to which CSLLC will provide certain Services, as further described below. This SOW is being entered into in connection with and subject to the terms and conditions contained in the Appendix D-2 between CSLLC and Client dated as of September 24, 2024 (the "Agreement"). All capitalized terms used herein that are not otherwise defined shall have the same meaning as ascribed to such terms in the Agreement.

1.0   Scope of Work ("Scope")

The Scope set out below describes the limits of the implementation in terms of organization, functionality, data conversion, integrations, reports, change management, and training which will be a part of the project.

1.1   Organization Scope

1.1.1   **Person Population**

Population Type	Count
Active Employees	Eight hundred and sixty (860)

Region	Countries
Americas	United States of America

1.1.2   **Language:** English. All communication, documentation, data and Deliverables will be in English.

1.1.3   **Currency:** United States Dollars ("USD").

1.1.4   **Security:** Single sign-on and activation of Workday Factory delivered security groups.

1.2 Functionality Scope

The following functional areas will be configured within the Workday application. Client understands this project is being deployed using Launch deployment approach.

Functional Area	Location Scope	Phase
HUMAN CAPITAL MANAGEMENT ("HCM")		
HCM: Core, including Core Compensation	United States of America	Phase Two (2)
Advanced Compensation	United States of America	Phase Two (2)
Benefits	United States of America	Phase Two (2)
Absence Management	United States of America	Phase Two (2)
Time Tracking	United States of America	Phase Two (2)
Payroll	United States of America	Phase Two (2)
Prism	United States of America	Phase Two (2)
Talent Optimization	United States of America	Phase Two (2)
Scheduling	United States of America	Phase Two (2)
FINANCIALS		
Core Financial Management, Accounting, and Finance	United States of America	Phase One A (1a)
Financial Accounting	United States of America	Phase One A (1a)
Banking and Settlement	United States of America	Phase One A (1a)
Revenue Management	United States of America	Phase One A (1a)
Supplier Accounts	United States of America	Phase One A (1a)
Procurement	United States of America	Phase One A (1a)
Business Assets	United States of America	Phase One A (1a)
Expenses	United States of America	Phase One A (1a)
Budgets	United States of America	Phase One A (1a)
Projects	United States of America	Phase One A (1a)
Grants	United States of America	Phase One A (1a)

Functional Area	Location Scope	Phase
Financial Planning	United States of America	Phase One B (1b)
CROSS-FUNCTIONAL		
Mobile Solutions	United States of America	Phase One A (1a)
Employee Self-Service	United States of America	Phase One A (1a)
Manager Self-Service	United States of America	Phase One A (1a)

Configuration of the functional areas above will be limited to the functionality Scope contained in Appendix D of this SOW.

1.3 Data Management

Data Mapping Review

The data mapping review will build on the Data Conversion Plan to complete a detailed study of the data conversion requirements.

The County will be primarily responsible for providing information about the nature and purposes of the data. Contractor will provide subject matter expertise as specifically related to the Licensed Software and schema

The Data Mapping Review will consist of the following tasks:

Confirm the source files containing data to be converted.

Identify the data elements to be converted, or not converted, from each source file.

Outline the programs required to extract the data.

Provide an approach for controls and reconciliation to ensure the completeness of the mapping.

Identify data purification issues, including problem, magnitude, and correction alternatives.

Document mapped data elements/files within a working document.

Provide a "field-level" mapping of source file data elements to the new system database.

In order to efficiently move through this process, the County may elect to engage Contractor to perform additional data conversion activities related to the overall data conversion deliverable. This additional work would be arranged through the Change Request process.

Data Conversion Scope

CSLLC will leverage Workday's Launch Deployment approach methodology and process to support Client's data conversion where applicable for the duration of the engagement.

- Client's project team will provide a single data file to Workday/CSLLC for each template regardless of the number of legacy systems.
- Client is responsible for data validation and CSLLC will provide mapping requirements for all data. Client will provide all translation values and mapping to Workday/CSLLC within the design configuration workbooks.
- Client is responsible for updating, testing and maintaining delivered data extraction scripts/accelerators to accommodate Client's specific configuration or design.
- The CSLLC consultant project team will then load the provided information directly into the Workday tenant using Workday's web services. As data conversion is an iterative process, Client will be responsible for all data cleanup identified during the process and is responsible for supporting multiple data extracts from the legacy systems.

Three (3) data load cycles are included in the Scope of this SOW for each deployment phase. Data from Client's current Production system(s) will be converted into Workday during each of the conversion cycles without data scrambling or masking. Data scrambling or masking is not included in the Scope of this SOW. The data load cycles for this SOW include:

- Foundation tenant
- End-to-End Testing tenant
    - Copy of the End-to-End tenant will be used for payroll Parallel Testing
- Gold/Pre-Production tenant in preparation for Move-to-Production

The data conversion Scope is further detailed in Appendix D.

1.4   Interfaces/Integrations Scope

The integrations listed in Appendix B are included in the Scope of the project. Integrations that are critical for Go-Live have been assigned to CSLLC. Below is a summary of the integration counts.

Integrations	Owner	Cloud Connect	Enterprise Interface Builder/Document Transformation Service	Workday Studio	Other
	CSLLC	Thirteen (13)	Nine (9)	Eight (8)	Four (4)
	Client	Zero (0)	Zero (0)	Zero (0)	Zero (0)

1.5   Report Scope

All Workday delivered standard reports associated with the Scope listed in Section 1.2 are included in the Scope of the project. If CSLLC has included a set number of hours of assistance for additional custom reporting support and training as part of CSLLC's estimate, it will be identified in the Pricing section of this SOW.

Any specific custom reports listed in Appendix B are included in the Scope of the project.

An allotment of four hundred (400) hours has been included for Workday Prism data and reporting consulting services has been included for Phase One and Two for use cases as they are identified during the course of the project. These use cases would adhere to the following scope:

- Up to two (2) source system tables
- Use of existing Workday security
- Low transformation complexity
- One (1) discovery board
- One (1) low complexity report
- One (1) medium complexity report
- Two (2) CSLLC Quality Assurance ("QA") reviews

1.6   Advisory Services Scope

As they relate to the applications, areas, and events specified in Sections 1.1 and 1.2 above, CSLLC will complete an expanded Organizational Change & Training ("OC&T") Service in addition to a Workday Launch for Government Strategic Readiness Service. Specific Services and tasks to be performed by CSLLC and Client are detailed in Section 2.0 below. All OC&T activities, communication, materials, and Deliverables will be conducted and/or produced in English.

2.0   Services and Responsibilities

This section identifies the Services to be performed by CSLLC and the responsibilities of Client.

Stage	CSLLC Services	Client Responsibilities
Plan	- Assemble the CSLLC project team and introduce to Client counterpart - Review Launch approach, Scope, and integration discovery document with Client - Schedule recurring project meetings and status reporting - Jointly schedule planning sessions - Establish a regular cadence of meetings including attending the monthly steering committee meetings - Create the integration tracker (dashboard) - Conduct project planning sessions - Create the project plan - Conduct catalyst workshops - Provide data conversion and configuration workbooks - Assist with questions regarding mapping of data to Workday data model - Conduct Foundation Data Model ("FDM") sessions - Jointly schedule alignment workshops (SMEs planning for design) - Jointly create the executive presentation for project kickoff meeting - Receive Foundation tenant from Workday - Participate and support the project kickoff meeting - Work with Client to set up CSLLC's secure transfer site for sharing confidential/private employee data - Load Client data for Foundation tenant - Schedule and conduct project initiation checkpoint Workday Delivery Assurance review - Provide stage sign-off document	- Identify and provide project team and project Subject Matter Experts ("SMEs") - Identify stakeholders, sponsors, and system administrators - Establish and attend monthly steering committee meetings including the CSLLC Engagement Manager ("CSLLC EM") - Participate in planning sessions - Provide input into the project plan - Provide integration requirements and existing sample files - Notify third-party vendors for integrations and obtain consensus to the Timeline (as defined herein) - Provide third-party vendor contact information and confirm third-party vendors agree to the Timeline - Develop data conversion strategy and plan - Complete data gathering and configuration workbooks and submit to CSLLC's secure transfer site - Identify initial risks and recommendations to reduce risk - Initiate process of receiving requirements to third-party vendors - Receive integration requirements from third-party vendors - Confirm Client named support contact - Collaborate with CSLLC to develop a training plan and associated project resources - Identify key resources to complete Workday training - Complete Workday training including workbook, integration and functional training - Jointly create the executive presentation for project kickoff meeting - Lead project kickoff meeting - Provide plan and policy documents

Stage	CSLLC Services	Client Responsibilities
		• Work with CSLLC to set up CSLLC's secure transfer site for sharing confidential/private employee data • Provide required data for build of Foundation tenant and submit to CSLLC's secure transfer site • Jointly schedule alignment workshops (SMEs planning for design) • Sign off on stage
Architect & Configure	• Manage the project plan • Participate in weekly project meetings • Provide status report and attend monthly steering committee status meetings • Conduct weekly workstream meetings • Gather interface requirements • Conduct foundation alignment sessions • Deliver the CSLLC assigned integration design documents • Add configuration approved from alignment workshops to complete the Configuration tenant • Provide validation reports for the Foundation tenant • Finalize tenant management plan • Schedule and conduct Workday Delivery Assurance reviews, if in Scope between Client and Workday • Provide stage sign-off document • Complete configuration based on specifications gathered in the foundation alignment sessions • Build integrations • Jointly conduct Workday Customer Confirmation Sessions ("CCS") • Conduct Unit Testing of integrations developed by CSLLC • Create integrations operations instructions guides for CSLLC assigned integrations	• Provide input and support management of the project plan • Participate in weekly project and workstream meetings • Hold monthly steering committee meetings • Provide project SMEs for alignment workshops • Assist in clarifying configuration requirements • Complete Workday training • Participate in architect workshops • Conduct integrations architect workshop (design sessions) for Client assigned integrations • Review and sign off on integration design documents (after detailed design review sessions) • Validation of Foundation tenant build • Review existing reports and confirm which Workday report will meet these needs and identify any necessary custom reports as part of the alignment stage • Define and document test plan and test scenarios (End-to-End, User Readiness and Regression) • Jointly conduct CCS • Build Client assigned integrations • Create integration operations guides for all Client assigned integrations • Finalize test scenarios, test scenario assignments and detailed daily test plan

Stage	CSLLC Services	Client Responsibilities
	• Assist with questions regarding mapping of data to Workday data model • Build of End-to-End tenant • Provide exception reports/issues log from End-to-End tenant build • Provide validation reports and support validation efforts of End-to-End tenant • Advise on test scenarios • Design and develop any custom reports which are in Scope • Conduct smoke test for functional configuration of End-to-End tenant • Provide a sample defect tracking log	• Update and sign off on configuration as a result of CCS • Provide required data for End-to-End tenant and submit to CSLLC's secure transfer site • Update data gathering workbooks for End-to-End tenant • Validation of End-to-End tenant build • Review and resolve issues from exception reports • Sign off on stage
Test	• Manage the project plan and participate in weekly project meetings • Create integrations schedule recurrence tracker • Participate in Test stage kickoff session • Support integration defect resolution for CSLLC assigned integrations • Provide knowledge transfer, operations guides, and validated & tested integration systems for Client testing of CSLLC built integrations • Provide testing oversight and support • Copy End-to-End Test tenant for payroll Parallel Testing • Provide parallel variance reports and support variance analysis • Provide sample deployment cutover plan • Schedule and conduct Workday Delivery Assurance reviews • Provide Workday Go-Live Checklist • Provide stage sign-off document	• Provide input to the project plan and participate in weekly project meetings • Lead Test stage kickoff session • Execution of all test scenarios (End-to-End, Parallel, User Readiness and Regression) • Manage and sign off on all test results (End-to-End, User Readiness and Regression) • Prepare for User Readiness review • Provide person data for Parallel tenant and submit to CSLLC's secure transfer site • Validation of Parallel tenant build • Create/maintain Parallel Testing defect tracking log • Review and resolve issues from exception reports • Complete catch-up data transaction entry for each parallel cycle as defined by Parallel Testing strategy • Execution of parallel per Client defined Parallel Testing strategy and success criteria • Review parallel variance reports and conduct root cause analysis • Provide cutover schedule for legacy systems

Stage	CSLLC Services	Client Responsibilities
		• Provide functioning Client assigned interfaces per the test plan • Collaborate between CSLLC and Client to Develop deployment cutover plan • Train end users • Complete and sign the Workday Go-Live Checklist • Sign off on stage
Deploy	• Manage the project plan and participate in weekly project meetings • Provide the Workday Go-Live Authorization • Schedule and conduct final Workday Delivery Assurance reviews, if in Scope between Client and Workday • Update integration schedule and recurrences tracker • Build Gold tenant • Verify migration of CSLLC assigned integrations • Schedule integrations according to the integrations schedule recurrence tracker • Guide Client to register for the "Transition to Production" support meeting with Workday • Jointly complete the Workday Go-Live announcement • Provide stage sign-off document • Complete Continuous Value Service ("CVS") Client support workbook •	• Provide input to the project plan and participate in weekly project meetings • Manage and execute on cutover plan • Deliver Production quality data for the Gold tenant • Verify migration of Client assigned integrations • Perform/sign off on tenant validation for Pre-Production tenant • Jointly complete the Workday Go-Live announcement • Approve and sign off on the Workday Go-Live Authorization • Create and distribute the organizational Workday Go-Live announcement • Complete catch-up data transaction entry • Sign off on stage
Post-Production Support	• Provide support after the Move-to-Production. This support will encompass all functionality that was deployed by CSLLC during the project. CSLLC will support all functional areas for 45 days from the Move-to-Production date • Payroll functionality will be supported for two (2) Production payroll cycles per pay group (first may be onsite, the second will be supported remotely).	• Staff and manage help desk • Make any updates to Production, including final load of transactional conversion data • Sign off on stage

Stage	CSLLC Services	Client Responsibilities
	• Integrations will be supported for one (1) successful Production run of integrations within the 45 days of Move-to-Production, • Financial accounting will be supported for the first production period end close processing (e.g., month, quarter, etc.) • Conduct knowledge transfer sessions for CSLLC developed integrations • Provide stage sign-off document	
Transition/Support Orientation	• CSLLC CVS provides orientation in Workday Production support	• Client primary contact receives orientation in CSLLC support processes • After the post Move-to-Production support period, Client will address defects with their on-going Production support organization (e.g., in-house, CSLLC applications management, etc.)

OC&T Services

Organizational Change & Training (OC&T) – Phase One A (1a)

Launch	CSLLC Services	Client Responsibilities
Organizational Change – Financials	- Provide all Change Management tools and templates - Develop preliminary OC&T Project Plan - Conduct OC&T Kickoff session to establish the workstream, review scope, and review the OC&T Project Plan - Facilitate weekly workstream meetings for on-going support and guidance on usage of tools and templates, for the duration of the project - Conduct OC&T Architect Workshop to identify key stakeholder groups and gather inputs for a Communications Plan, Change Champion Network Plan, and Training Strategy - Provide up 60 hours to support change management activities – E.g., Change Impact gathering and analysis, communications, change network support.	- Provide organizational change counterpart to regularly interface with CSLLC's OC&T team - Provide input and approval of the OC&T Project Plan - Participate in OC&T Kick Off - Participate in OC&T Architect Workshop - Develop overall OC&T Strategy from Architect Workshop outputs - Provide OC&T resources to attend and engage in functional alignment workshops and confirmation sessions - Develop Change Impact Analysis - Develop Communications plan - Develop and deliver all end user communications - Develop Change Network Strategy and manage Change Network
End-User Training – Financials	- Develop Training Needs Analysis and Curriculum Plan - Provide up to 200 hours of training development and/or delivery support to be used for any of the following activities: Job-aid development, eLearning development; video development; training delivery	- Review and approve the Training Needs Analysis and Training Curriculum Plan - Lead development of all end-user training materials as defined in the Training Curriculum Plan beyond CSLLC's allotted effort - Provide any necessary training translations - Coordinate training delivery and deployment to end user populations - Lead delivery of all end-user training as defined in the Training Curriculum Plan beyond CSLLC's allotted effort

Organizational Change & Training (OC&T) – Phase Two (2)

Launch	CSLLC's Services	Client Responsibilities
Organizational Change – HCM & Pay	• Develop preliminary OC&T Project Plan specific for HCM/Pay deployment • Conduct OC&T Kickoff session to establish the workstream, review scope, and review the OC&T Project Plan • Facilitate weekly workstream meetings for on-going support and guidance on usage of tools and templates, for the duration of the project • Conduct OC&T Architect Workshop to identify key stakeholder groups and gather inputs for a Communications Plan, Change Champion Network Plan, and Training Strategy • Provide up 60 hours to support change management activities – E.g., Change Impact gathering and analysis, communications, change network support.	• Provide organizational change counterpart to regularly interface with CSLLC's OC&T team • Provide input and approval of the OC&T Project Plan • Participate in OC&T Kick Off • Participate in OC&T Architect Workshop • Develop overall OC&T Strategy from Architect Workshop outputs • Provide OC&T resources to attend and engage in functional alignment workshops and confirmation sessions • Develop Change Impact Analysis • Develop Communications plan • Develop and deliver all end user communications • Develop Change Network Strategy and manage Change Network
End-User Training – HCM & Pay	• Develop Training Needs Analysis and Curriculum Plan • Provide up to 200 hours of training development and/or delivery support to be used for any of the following activities: Job-aid development, eLearning development; video development; training delivery	• Review and approve the Training Needs Analysis and Training Curriculum Plan • Lead development and configuration of in-system guidance • Lead development of all end-user training materials as defined in the Training Curriculum Plan beyond CSLLC's allotted effort • Provide any necessary training translations • Coordinate training delivery and deployment to end user populations • Lead delivery of all end-user training as defined in the Training Curriculum Plan beyond CSLLC's allotted effort

3.0 Project Approach

3.1 Methodology

The implementation will be completed by following the Launch deployment approach which consists of the following stages: Plan, Architect & Configure, Test, Deploy and Post-Production. In parallel to the Architect & Configure stage, the project team will also conduct integration design and integration development (in the same tenant). The specific content of the Deliverables and duration to complete these Deliverables is detailed in the project plan which is to be developed jointly by the CSLLC EM and the Client Project Manager.

Issue Management Plan: A high-level description of how issues will be classified, logged, and resolved. This plan should include a template of the form to be used for logging issues and their resolutions.

Interface Specifications: A definition of external interfaces between the Software and other existing or planned information or communications systems. Contractor and County shall have responsibility for preparing and controlling all of the Interface Specifications.

Training Plan:

Contractor will provide training in accordance with the Training Plan. Data used during training will be the County's converted data. In addition to training with the converted data, mock "live" sessions will be run so that the actions currently performed by each department can be simulated on the new system. On completion of each training class, Contractor will provide an assessment of each trainee's skill levels and capabilities with recommendations for any additional recommended training. Additional training will be managed through the Change Request process documented in the PMP at the then-current consulting services rates.

A description of the strategy for providing comprehensive training in all aspects of system usage, administration and problem resolution will be developed during Project Initiation. The training strategy will include a needs analysis to define who needs training and on what topics, development of training curriculum, arrangement of training logistics, preparation of training materials, and assessing training effectiveness. Training will include classroom lectures and interactive training in concert with the online help resources and user manual. All training will have prescribed user-oriented objectives. Contractor will provide training materials. The Training Plan will incorporate training for the following groups of County staff, and include the indicated content:

Trainers – Contractor will provide general end-user 'train-the-trainer' training to designated County 'Trainers'. This training will be conducted during the pre-installation period. The information the County 'Trainers' acquire will be used as they train the End Users. Several different "train the trainer" classes will be taught prior to live implementation.

Key Users – County staff members identified by management who will be working with Contractor as a part of the installation and implementation team. This includes members of the County-designated Support Team who will be the principal points of contact with Contractor for ongoing maintenance as described in Schedule C.

Supervisors/Managers – County staff members who need to understand and facilitate the system at the operations level will train in a classroom setting. These users will learn how to manage the specifics of daily, weekly, and monthly operations as they pertain to facilitating the program as a whole system. This training will be conducted prior to live implementation.

Risk Management Plan: A high-level description of activities that Contractor and the County will implement to mitigate identified areas of risk to the successful completion of the Project. Risk management and control consists of keeping risks within agreed to bounds. It includes the identification, reporting and assessment of the status of each Project risk at the appropriate management levels. The set of identified Project risks is monitored via Project cost, schedule and requirements management systems. New risks may be identified when any or all of the project control areas have significant deviation from the project plan. Risk reviews identify the status and the effectiveness of avoidance and contingency actions for each risk. This process will continually be reassessed during the reporting/status updates for the project. Details on procedures in place for managing risk during the implementation process, including a template for a Risk Log to be used in tracking risks and their mitigations, will be defined in this plan.

Resource Plan: A description of the roles and responsibilities (task responsibility matrix) of individuals whose efforts will be required to sufficiently staff the Project, as well as a description of how other personnel and non-personnel resources will be allocated and deployed for successful completion of the Project.

Communication Plan: A description of the communication procedures, reporting requirements and formats, and issue escalation process to be used in communications between Contractor and the County during the execution of the Project.

3.2   Governance

Project Management

In the Plan stage of the project, the CSLLC EM will work with the Client Project Manager to develop a detailed project plan to be used to maintain project tasks and the Timeline.

CSLLC will manage project cadence and appropriate sequencing of functionality implementation for effective and efficient use of Client resources.

Finalization of the Scope, as determined during the Plan and Architect & Configure stages, may require the project team to revise the estimates and resource requirements for the Test stage of the project.

Change Control Process

Any additional or modified Scope of Services shall be documented in a separate written and fully executed Project Change Order Form ("Change Order") using the template set forth in Appendix C. Such form shall include the written approval of an authorized representative of Client before CSLLC will begin any additional work or incur any charges or fees outside the Scope of this SOW. Client and CSLLC agree to the following process:

- **Step 1:** CSLLC will prepare a description of the necessary change including Scope, process, cost, impact to the Timeline, impact to resources along with a list of alternative solutions.
- **Step 2:** The Client Project Manager will review and approve or reject within his or her authority or escalate to the executive sponsor for review and approval or rejection.
- **Step 3:** Client will review and approve or deny the request for the additional or modified Services within three (3) business days so as not to cause any unnecessary delay in the Timeline.
- **Step 4:** Any approved additions or modifications to the Scope of Services will be documented pursuant to a Change Order and become an addendum to this SOW.

Change Control Plan: The procedures to be used for requesting and approving changes to the Project, including changes initiated by either the Contractor or the County. It should include a Change Request form template and list of situations/activities that will require a duly authorized Change Request to be considered valid. Change Control is a formal procedure to manage changes to project deliverables (including requirements, specifications and project plans). Through this process the impact of proposed change(s) on functionality, performance, cost, schedule, and quality objectives will be analyzed, evaluated, and reported. The Change Control Process will include, at a minimum:

A change request must be made in writing by the party desiring the change, to document the potential change.

The change will be reviewed and, if acceptable to County, Contractor will submit to County an estimate of the impact to cost, schedule, scope, and quality.

Contractor will continue performing the services in accordance with the original agreement unless otherwise agreed upon by the County's project manager. Work

cannot commence on any new activities related to the change request until all parties agree in writing.

All change requests will be logged and tracked.

Contractor's Project Manager and County's Project Manager will adapt project plans to incorporate approved changes.

Document Control Plan: A description of the manner in which Contractor will index and publish project documentation and make that documentation available to the County.

User Acceptance Testing (UAT)

User Acceptance Testing is primarily concerned with testing the functionality of the delivered software against the County's business requirements and the Product Feature List provided in Appendix B-1.

The County has the primary responsibility for conducting this testing with some assistance from Contractor with process training and troubleshooting.

Acceptance of the converted data is not a part of UAT; it is addressed during the conversion process and tested with each delivery. If data is uncovered during UAT and deemed by the PMC as critical, then that error will be tracked and corrected as part of the UAT process.

Application or data faults or defects uncovered during UAT may require changes to the base application or conversion programs. Prior acceptance of the conversion tasks does not imply that such conversion adjustments will be change requests.

Additional levels of testing, such as system testing and integration testing, may be conducted at the discretion of the County.

The following activities will take place during UAT, as further defined in the deliverables section of Schedule:

- Development of the Test Strategy Plan
- Development of Testing Scenarios and Scripts
- Execution of the Test Plan
- Management, documentation, reporting of test results
- Fault status tracking

Acceptance Plan: A description of the criteria for final acceptance of the Project and the procedure by which Acceptance will be demonstrated and documented. Unless otherwise provided for in this Agreement or agreed upon in writing by both parties, acceptance testing will be performed on the County's site, on the County's equipment. The Acceptance Plan shall include the following provisions:

The review, approval, and acceptance of all project Deliverables will be the responsibility of County's Project Manager. The County will apply the following Software Acceptance Process to acceptance of all deliverables:

For the life of this contract, County has the right to complete a review of any deliverable received from Contractor and notify Contractor of County's findings; and....

> If the deliverable is unacceptable, Contractor shall resubmit the deliverable after the appropriate correction or modifications have been made.

> The process described above will be repeated until final acceptance is obtained, the County waives the irregularity, or the Agreement is terminated.

> "Final Acceptance" is defined as:

> The successful completion of all deliverables as stated in the Scope of Professional Services and following the Software Acceptance Process described above, AND

> The final delivered product fully implemented in County's live production environment AND

County will have five (5) days following completion of the Software Acceptance Process, or such other period that is mutually agreed to by the Parties, in which to accept or reject it in writing (Acceptance Period), pursuant to Section 1 of Appendix D-1. If County rejects it, County will specify in writing its grounds for rejection and Contractor will use its best efforts to make the product conform to the requirements of this contract as soon as possible and at no additional cost to County. Contractor shall continue to use its best efforts to make the product conform to the requirements of this Agreement until County accepts the product or terminates this Agreement upon written notice to Contractor.

Status Reporting

During the Plan stage of the project, the CSLLC EM will coordinate with the Client Project Manager to establish a set of regularly scheduled meetings to present project status and risks. These will include, but are not limited to, a monthly steering committee meeting, a weekly project core team status meeting, weekly workstream meetings, a weekly project management meeting, and additional meetings, as needed. The CSLLC EM will report out at the steering committee and team status meetings on the status, activities, issues and other relevant project information.

The monthly steering committee meeting will include a review of the Timeline and status, accomplishments to date, upcoming project activities and milestones, review of issues and risks requiring action from the steering committee members, potential changes to Scope and a review of the financials of the project. The steering committee will include a

readout by the CSLLC EM on the state of the project; participation may be in person or remote.

A weekly status meeting will be held with the core team and the Client Project Manager to assess recent accomplishments, issues, risk factors and to ensure that the work planned for the next two (2) weeks is properly resourced. Risk factors and roadblocks will be assessed and either resolved or escalated. In addition to these meetings, meetings with functional teams will be scheduled to review and resolve any open issues.

All meeting agendas, status reports, steering committee presentations, issues log, project plan and the project charter will be stored on the project collaboration site as referenced in Section 4.0 Assumptions & Dependencies.

Knowledge Transfer

Over the course of the project, functional and technical knowledge transfer occurs organically during alignment sessions, CCS, weekly workstream meetings and during the Test stage. All configuration workbooks and documentation will be provided to Client. Additional knowledge transfer will occur during the Post-Production stage as needed. If Client requires additional knowledge transfer, this may result in a Change Order. Process documentation (e.g., operational guides and process flow diagrams) is not in Scope for knowledge transfer, with the exception of the integrations operations guide for CSLLC owned integrations.

Communication and Issue Escalation

Regular communications are planned to ensure that constraining issues do not arise. The Client Project Manager is the primary escalation point for all Client employees and issues. If necessary, Client issues will be escalated to Client's project sponsor for prompt resolution by obtaining direction from the appropriate people within Client's organization. The CSLLC EM is the escalation point for all CSLLC employees and issues. If necessary, CSLLC issues will be escalated to CSLLC's executive sponsor for prompt resolution.

The Parties acknowledge that throughout the project there may be issues that require escalation and further agree that either Party may in good faith convene a meeting with the executive sponsors to resolve such issues and develop a mutually agreed upon solution. A Change Order may be initiated in the event any part of the agreed solution impacts Scope, effort, Timeline, resource commitments, or Pricing.

3.3   Project Schedule

The time required to complete the project (the "Project Schedule" or "Timeline") is based on the contents of this SOW. Based on a projected Start Date of November 11th, 2024, the estimated duration and estimated start dates of each project stage are listed below, pending timely execution of this SOW, and availability of resources and training. The Client payroll schedule may require an adjustment on the estimated start date for the Deploy and Post Go-Live stages.

Client resources will complete the Workday prescribed training for the functional areas in Scope prior to the start of the Architect & Configure stage, and Client resources which are assigned to design/build integrations (as indicated in the integrations Scope) will complete the required Workday training (report writing, calculated fields, and integration-

related classes) prior to the start of the Architect & Configure stage. If training is not attended, this could result in a significant impact to the time and cost of the project.

The project will be completed in three (3) phases – as presented below. The Timeline for the project is as follows:

Phase One A (1a)

Project Timeline						
	Plan	Architect & Configure	Test	Deploy	Post Production	Total Weeks
Weeks	11	25	18	5	8	67
Start	11/11/2024	1/27/2025	7/21/2025	11/24/2025	12/29/2025	
Finish	1/24/2025	7/18/2025	11/21/2025	12/26/2025	2/20/2026	

Phase One B (1b)

Project Timeline						
	Plan	Architect & Configure	Test	Deploy	Post Production	Total Weeks
Weeks	2	8	4	2	2	18
Start	1/12/2026	1/26/2026	3/23/2026	4/20/2026	5/4/2026	
Finish	1/23/2026	3/20/2026	4/17/2026	5/1/2026	5/15/2026	

Phase Two (2)

Project Timeline							
	Plan	Architect & Configure	Test	Parallel	Deploy	Post Production	Total Weeks
Weeks	9	16	10	9	4	8	56
Start	1/19/2026	3/23/2026	7/13/2026	9/21/2026	11/23/2026	12/21/2026	
Finish	3/20/2026	7/10/2026	9/18/2026	11/20/2026	12/18/2026	2/12/2027	

Note:

- Integrations will be developed based on a timeframe dependent on the batches defined in the integrations planning sessions and third-party vendor availability.

The following table highlights the proposed Timeline after the Start Date:

Deployment	**Timeline	Anticipated **S**tart Date	Anticipated **Workday** Launch Move-**t**o-Production Date	**First** Payroll Check Date (When Applicable)
*Phase One A (1a)	Sixty-Seven (67) Weeks	11/11/2024	1/1/2026	N/A
Phase One B (1b)	Eighteen (18) Weeks	1/12/2026	5/1/2026	N/A
Phase Two (2)	Fifty-Six (56) Weeks	1/19/2026	12/18/2026	First Payroll run in January, 2027

*NOTE: The timeline for Phase 1A includes 3 blackout weeks for the November and December holidays.
**NOTE: Timeline represents the duration from Anticipated Start Date through Anticipated Workday Launch Move-to-Production Date exclusive of Post Production Support

3.4   CSLLC Catalyst Activities

The following critical activities will take place following the commencement of the Plan stage:

KEY	CSLLC	CLIENT	JOINT

Phase One A (1a)

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Project Work Week	Estimated Business Day	Catalyst Event	Work Effort Hours	Workday Delivered Training Completion
Week 1	1	Welcome Letter		Remote / Classroom
	3	CSLLC EM introduction and Client Project Manager overview workshop	4	
	4	Data conversion discovery	1.5	
Weeks 2-3	6	Foundation Data Model ("FDM") workshop	2	Remote
	11	OC&T kickoff	1	
Weeks 4-10	TBD	Reporting readiness	1	Remote
	TBD	Additional financials workshops (procure-to-pay and supplier accounts, customer accounts, expenses, projects, business assets, banking and settlements, budgets, financial accounting, grants, endowments)	2	

Phase Two (2)

Project Work Week	Estimated Business Day	Catalyst Event	Work Effort Hours	Workday Delivered Training Completion
Week 1	1	Welcome Letter		Remote / Classroom
	3	CSLLC EM introduction and Client Project Manager overview workshop	4	
	4	Data conversion discovery	1.5	
Week 2	6	Foundation Data Model ("FDM") review	2	Remote

	8	HCM and core compensation workshop	2	
	10	Payroll workshop	4	
	11	OC&T kickoff	1	
Week 3	15	Time tracking workshop	2	
	18	Absence workshop	2	Remote
	19	Benefits workshop	2	
Weeks 4-10	TBD	Reporting readiness	1	Remote

*During the first week of the project, the CSLLC EM and the Client Project Manager will work to solidify the workshop schedule. The workshop schedule will be housed on SharePoint and updated accordingly based on the functionality in Scope and availability of the team. After the CSLLC lead conducts the initial workshop, a cadence for follow-up meetings will be established to ensure timely submission of workbooks, subsequently leading up to foundation alignment sessions. By the foundation alignment sessions, Client will see their data in a Workday tenant for the first time.

4.0   Assumptions & Dependencies

The Services, labor estimates, and Pricing presented in this SOW are dependent on the following assumptions being true:

Client will:

a. Timely complete each item listed as a Client responsibility in Section 2.0 that keeps the track on project timeline.

b. Have the necessary project and executive management support to review and make timely decisions that keep the track on project timeline.as well as coordinate the activities of this project with other Client projects which may be occurring simultaneously.

c. Have the necessary resources available in each stage, according to how they are identified in the staffing and project plans. Resources will be empowered and capable of making decisions on behalf of Client. Resources will include, but are not to be limited to, functional and technical leads, and applicable business process and SMEs. If resource and/or priority conflicts occur, they will be discussed and resolved with the project steering committee.

d. If CSLLC is able to travel in accordance with its internal policies and procedures, Client will provide a desk, access to office space, and an internet connection.

e. Provide all required technology needs, connectivity, and network access to all relevant Client applications necessary for the deployment. The CSLLC consultants will have access

client-specific software including security rights and passwords where required in order to complete the deployment. CSLLC resources will provide their own laptops, productivity software, and Internet/communications services. CSLLC consultants will utilize Client-provided remote-access solution, including remote "jump box" if access to Client products/solutions is needed.

f. Be responsible for workstation compliance to Workday's minimum requirements. Client has determined their technical needs will be met, and internal systems and policies, as well as third-party vendors, are compatible with Workday. Any technical issues which may arise during implementation are to be resolved by Client.

g. Lead the coordination with any Client's third-party vendor involvement required to complete the Services. Client understands that some of their third-party vendors may charge fees for the completion of Services and such fees are the sole responsibility of Client.

h. Unless otherwise agreed by CSLLC's internal security organization, the Client shall use CSLLC's secure transfer site for the secure exchange of sensitive employee data with the CSLLC support personnel. Client will agree to limit use for data conversion or production support purposes only for the duration of the activities required. CSLLC will inactivate the secure transfer site within thirty (30) days after the support activities are completed. Client will not use CSLLC's site for the transmission of any integration files for third-party vendors. CSLLC is not responsible for back up, archiving, or maintenance of files stored on the secure transfer site. In the event CSLLC utilizes its internal "Daytona" tool for data conversion ("Daytona"), Daytona and all of its components must be installed on the CSLLC secure cloud server and utilized solely within CSLLC's secure transfer site. Further, Daytona IP addresses must be added to the tenant whitelist. Daytona uses its own implementer account that must be excluded from multi-factor authentication.

i. Use CSLLC provided central repository solution for non-sensitive project document sharing and CSLLC's secure transfer site for the secure exchange of sensitive Client employee data with the CSLLC project team.

j. Be responsible for any job catalog and/or compensation restructuring efforts, with initial draft of restructure completed by the start of project. If support is needed from the CSLLC project team and/or these milestones are not met, this may result in a Change Order and potentially impact the Timeline.

k. Seek to minimize the amount of plan and/or Client changes during the course of the project, with any changes finalized by the end of the Architect & Configure stage. If this milestone is not met, this may result in a Change Order and potentially impact the Timeline.

l. Perform all of the Client responsibilities in the stages identified, and per the project plan including, but not limited to, sign off at the completion of each stage, provision of data files, provision of test scenarios, execution of test scenarios and integration testing.

m. Be solely responsible for testing configuration, business processes, data, reports and integrations. Client will provide written acceptance of test results to CSLLC prior to any Move-to-Production.

n. In the event CSLLC is required to assist Client with Move-to-Production activities, Client will provide written approval if CSLLC's assistance is required during Client's Move-to-Production activities. Upon completion of Move-to-Production activities, Client will verify Production results and shall be solely responsible for Production accuracy. Client shall provide written acceptance to CSLLC after such Move-to-Production activities have been completed.

o. Adhere to the outlined meeting schedules defined in the per phase Project schedule and Timeline; any variation could result in an impact to cost and the Timeline.

p. Coordinate participation from key stakeholders and project team to attend a CSLLC led alignment workshop and CCS per functional area. If additional workshops or sessions are needed, the Client Project Manager will work with the CSLLC EM to determine impact to project hours and the Timeline.

q. Use CSLLC tools and templates. If Client requires CSLLC to utilize Client specific/owned tools and templates, the Client Project Manager will work with the CSLLC EM to determine impact to project hours.

r. Tax filing will be handled by a third-party vendor. Workday does not currently support tax filing as part of the core Workday payroll module and only provides basic tax balancing reports as part of the delivered payroll module.

s. If 1099 tax elections and payroll processing are required, those will be handled by a third-party vendor. Workday does not currently support 1099 tax elections or processing as part of the core Workday payroll module.

Integration Assumptions

a. Project integration estimates will be reviewed at the completion of the Architect & Configure stage. Adjustments may be required after further analysis and any possible changes to Scope. If a configured integrations template does not satisfy Client's unique requirements, a custom integration will be a viable solution and can be built at an additional cost.

b. Client integration functional owners are available for integration discovery and design sessions throughout the Plan and Architect & Configure stages.

c. Client design meetings do not exceed ten percent (10%) of the overall estimated integration effort.

d. CSLLC integration team assistance in Client built integrations will not exceed ten percent (10%) of the overall estimated integration effort.

e. Inbound integrations are scoped using Workday standard fields. If Workday custom objects are needed to store data, the integration effort may need to be revised.

f. Workday required performance testing is not in Scope.

g. Requirements and specifications for all in Scope integrations will be available at the start of the Plan stage.

h. Integrations (both CSLLC and Client owned) may be separated into batches depending on priority, critical and Timeline impacts; the Timeline could be adjusted due to delays in requirements or Client accessibility. Batches will have varying timeframes to accommodate prioritization and architect workshop schedules to reduce rework. Wherever possible, integrations which directly impact payroll results should be given priority in order to ensure applicable integrations are ready prior to the start of Parallel Testing.

i. Integrations dependent upon FDM may follow separate milestones and testing cycles.

Authentication Assumptions

a. CSLLC will advise Client of the Workday options for a single sign-on solution and will perform the applicable authentication setup within the Workday tenant.

b. CSLLC will configure Workday native authentication and MFA to work in parallel with Client SSO Solution and MFA.

c. Client is responsible for all implementation work outside of the Workday tenant (e.g., Security Assertion Markup Language ("SAML") setup, identity server). Client will provide the appropriate resource commitments and skill sets depending on the single sign-on option selected during design.

Testing Assumptions

a. Client will provide a Test Lead unless otherwise stated in this SOW who is responsible for overseeing test scenario creation and consolidating scenarios to be used for End-to-End, User Readiness review, Parallel and Regression Testing, managing testers, and reporting out testing metrics.

b. Client and CSLLC will implement a Change Control Process to review and approve proposed enhancements coming out of testing to identify the priority and potential impact to the Timeline, resources and level of effort prior to changes being made.

c. Client will finalize and sign off on End-to-End Testing prior to entering Parallel Testing. Exceptions must be agreed upon by CSLLC if additional End-to-End Testing is required prior to entering Parallel Testing.

d. If testing is not complete within the time specified in the Timeline, a Change Order is required.

e. Client will coordinate participation from project testers to be co-located together on a remote basis, or at a mutually agreed upon shared site if CSLLC is able to travel in accordance with its internal policies and procedures. If additional support locations are needed for testing, the Client Project Manager will work with the CSLLC EM to determine impact to project hours and the Timeline.

f. When a Workday update occurs, the only additional changes which will be included in the project are those which are automatically required by Workday. Any additional functionality is out-of-Scope.

Launch Deployment Approach Assumptions

a. CSLLC team will utilize Workday's leading practice pre-configured recipes to build the Foundation tenant and conduct the alignment sessions in the Architect & Configure stage. The approach for the alignment sessions will be to review pre-configuration and then align areas which are in Scope but are not part of the pre-configuration.

b. Business process configuration is limited to the processes defined in Appendix D. Any business process requiring modification which is not listed will result in a Change Order.

c. The Workday pre-configured content will be leveraged as the basis for design and configuration within the Scope of this project. CSLLC will not be performing a traditional fit gap on Client business requirements. If the pre-configured tenant is not appropriate for Client, as determined by Client, a Change Order for additional Services may be required. Client is ultimately responsible for verifying that the pre-configured content is appropriate.

d. Integrations to be designed to current-state requirements and not reformatted during the Timeline unless Workday delivered templates are available for deployment or current-state is no longer supported.

CSLLC Accelerated Data Services Assumptions

a. Client project members should start building a plan to extract data from current systems as soon as this SOW is executed.

b. Client is responsible for extracting data from the Client's current system(s).

c. Client must participate in mapping conversations and a knowledgeable resource on the Client team must be available in the first four (4) weeks of the project to speak to legacy data definitions.

d. Client extracted data will be loaded/entered into applicable workbooks for data cleansing and validation by Client.

e. Client is responsible for validation that data is mapped to the correct fields through validation and testing.

f. CSLLC is responsible for loading applicable Client data into Workday for the builds outlined in this SOW.

g. CSLLC is not responsible for data catchup or other conversion activities to correct and/or make current data that was provided by the Client.

h. CSLLC will notify the Client when best practice is not being followed for data conversion and mapping. CSLLC is not responsible for Clients not following best practice recommendations.

Reporting Assumptions

a. CSLLC will enable Workday delivered security for all Workday delivered standard reports related to the in Scope functionality.

b. CSLLC defines a custom report as "a Workday delivered report that needs to be modified or enhanced and that modification or enhancement replaces the Workday delivered report, or a report that requires building from scratch."

c. Reports are limited to then-available report data sources and custom report fields.

d. If custom reports are in Scope, CSLLC will review the requirements and work with Client to assist with the design and configuration of custom reports as identified during the Architect & Configure stage. If additional assistance is required from CSLLC above the effort and resources allocated in this SOW to build the reports, this will result in a Change Order. CSLLC will provide knowledge transfer to the Client of any CSLLC assigned custom developed reports to help prepare the Client for any future reporting requirements. Client will attend Workday report writer training prior to developing any custom reports.

Workday Security Assumptions

a. Client will utilize the Workday security roles in the delivered Workday tenant, with no changes to existing Workday security roles or creation of custom Workday security roles until Post-Production. Client may acquire additional Services to make such changes, or the Client may make such changes.

Financial Planning Assumptions

a. Financial data and hierarchy data must reside in Workday.

b. One-time manual data import will be completed in order to confirm the structure and the models which are being developed. Any subsequent data imports will be facilitated via Workday data management.

c. Client must complete the *Getting Started: Introduction to Modeling, and Operational Modeling Basics*, course in the Adaptive Insights LMS prior to the project kickoff.

d. Client is expected to login to their Adaptive instance to validate access.

    e. Client will specify the processes, formats, formulas, data flows and logic required in the form of a Microsoft Excel file and other documented examples for all in Scope processes.

    f. Client will provide data for the initial imports in the appropriate Adaptive Insights workbook format.

    g. If Client uses an outside data source and an integration must be developed, the following assumptions apply:

        i. Complete the *Integration Framework Fundamentals* course in the Adaptive Insights LMS prior to the project kickoff.

        ii. A technical resource with understanding of the source system data model and extract technology must be available during the project to develop or enhance the source system extracts (i.e.: review Structured Query Language (SQL) queries or web service calls).

        iii. Provide business rules for extraction and transformation of source data for the software.

        iv. Provide a SME with knowledge of the planning model to provide information on data expected by the sheets and to assist in data validation.

        v. If Workday financials has not been deployed, the mapping of accounts must be provided by Client in Microsoft Excel format given that account names will be different between Client source system and Adaptive planning.

        vi. On premise integration (on premise data source(s)):

- Provide server/virtual machine/other for integration configuration, testing and Production.
- Ensure that server complies with the data agent requirements defined in the document provided.
- Provide remote access to integration during the project.

        vii. Non-Workday hosted integration (hosted service data source(s)):

- Ensure source system Application Programming Interfaces ("APIs") are licensed and available to Adaptive (hosted data source(s)).
- Provide access to and credentials for database or API access to the source.
- Active cyber physical system supports Client during data validation phase validating three (3) months of history.

5.0   Term and Termination

    a. This SOW shall commence on the Start Date identified above and shall continue through June 30th, 2027 (the "Term"), unless terminated sooner pursuant to the Agreement.

6.0   Pricing

a. CSLLC will invoice and Client shall compensate CSLLC on a Fixed Fee basis as set forth in the table below for Services rendered. This price is inclusive of any and all associated charges and fees which CSLLC may experience during the fulfillment of this SOW, with the exception of Section 7.0 Expenses. Pricing is based on the Project Schedule defined in this SOW; changes to the Project Schedule may require a modification in price. Invoices will be paid subject to the terms and conditions of the Agreement. Total cost of the engagement is listed in the Milestones and Events table below.

b. The Parties agree that the invoice amount for the fees contemplated herein (excluding out-of-pocket expenses) shall be subject to a ten percent (10%) holdback ("Holdback") for each invoice by Client until timely completion of the Deploy Stage. Upon achievement of the sign-off of the Deploy Stage, Customer shall then pay in full the entire amount of the Holdback withheld from each invoice in accordance with the stated invoicing and payment timeline. Should CSLLC not achieve substantial completion of the Deploy Stage in a timely manner, as agreed upon by the Parties herein, Client shall have no obligation to pay CSLLC any portion of the Holdback amount. Disputes regarding invoice amounts should be addressed per the terms of the Agreement. Client shall only be entitled to retain a Holdback amount if and to the extent the inability to achieve substantial completion was caused by CSLLC's acts or omissions and not for any other reason, including but not limited to Customer's failure to complete any Assumptions, Dependencies and Responsibilities set forth in this SOW. If CSLLC's inability is due to any other reason, including without limitation any event beyond CSLLC's control, then Client shall not be entitled to any such Holdback and must promptly pay the Holdback amount to CSLLC. The Holdover amount is the sole and exclusive financial remedy for Client's loss, damage and expense that Client suffers) as a result of CSLLC not completing the Deploy Stage by the date specified herein (unless otherwise mutually extended by the Parties).

c. Travel recommendations and estimated expense will be planned and agreed to between the CSLLC EM and the Client Project Manager.

d. Payments will be made according to the following Phase schedule, upon sign-off of milestone deliverables by Client and approved invoice.

e. Final payment will be made upon completion of Project Completion, inclusive of all phases and remaining punch list items.

Phase One A (1a)

	Fixed Fee and Invoicing						
Payment ID	Milestone / Event	Invoice Amount	CSLLC Investment	Total Invoice Amount	Project Holdback	Payment Amount	Est. Date
FIN-01	Project Commencement	$ 309,012	-$42,060	$ 266,952	$ 26,695	$ 240,257	11/11/2024
FIN-02	Completion of FDM Workshop	$ 231,759	-$31,545	$ 200,214	$ 20,021		
FIN-02	Plan Stage: Delivery of Plan Artifacts	$ 231,759	-$31,545	$ 200,214	$ 20,021	$ 360,386	1/24/2025
FIN-03	Architect & Configure Stage: Delivery of Design Artifacts	$ 154,506	-$21,030	$ 133,476	$ 13,348		
FIN-03	Architect & Configure Stage: Delivery of End-to-End Tenant	$ 154,506	-$21,030	$ 133,476	$ 13,348	$ 240,256	7/18/2025
FIN-04	Test Stage: Completion of End-to-End Test	$ 154,506	-$21,030	$ 133,476	$ 13,348		
FIN-04	Deploy Stage: Completion of Move-to-Production (Go-Live)	$ 154,506	-$21,030	$ 133,476	$ 13,348		
FIN-04	Post-Production support: Completion of Phase	$ 154,506	-$21,030	$ 133,476	$ 13,348	$ 360,384	2/20/2026
	Project Total for All Phases	$ 1,545,060	-$210,300	$ 1,334,760	$ 133,477	$ 1,201,283	
					Phase 1a Total	$1,334,760	
FIN-EXP	Estimated Expenses					$35,946	
	Grand Total (Holdback + Expenses + Payments)					$ 1,370,706	

Phase One B (1b)

	Fixed Fee and Invoicing						
Payment ID	Milestone / Event	Invoice Amount	CSLLC Investment	Total Invoice Amount	Project Holdback	Payment Amount	Est. Date
PLAN-01	Phase Commencement	$ 34,970	-$5,863	$ 29,107	$ 3,064		
PLAN-01	Plan Stage: Delivery of Plan Artifacts	$ 26,227	-$4,399	$ 21,828	$ 2,298	$ 45,573	1/23/2026
PLAN-02	Architect & Configure Stage: Delivery of Design Artifacts	$ 26,227	-$4,399	$ 21,828	$ 2,298		
PLAN-02	Architect & Configure Stage: Delivery of End-to-End Tenant	$ 26,227	-$4,399	$ 21,828	$ 2,298	$ 39,060	3/20/2026
PLAN-03	Test Stage: Completion of End-to-End Test	$ 26,227	-$4,399	$ 21,828	$ 2,298		
PLAN-03	Deploy Stage: Completion of Move-to-Production (Go-Live)	$ 17,485	-$2,933	$ 14,552	$ 1,532		
PLAN-03	Post-Production support: Completion of Phase	$ 17,485	-$2,933	$ 14,552	$ 1,532	$ 45,570	5/15/2026
	Project Total for All Phases	$ 174,848	$ (29,325)	$ 145,523	$ 15,320	$ 130,203	
					Phase 1a Total	$145,523	
FIN-EXP	Estimated Expenses					$4,366	
	Grand Total (Holdback + Expenses + Payments)					$ 149,889	

Phase Two (2)

	Fixed Fee and Invoicing						
ID	Milestone / Event	Invoice Amount	CSLLC Investment	Total Invoice Amount	Project Holdback	Payment Amount	Est. Date
HCM-01	Phase Commencement	$ 274,973	-$42,880	$ 232,093	$ 23,209	$ 208,884	1/19/2026
HCM-02	Plan Stage: Delivery of Plan Artifacts	$ 206,230	-$32,160	$ 174,070	$ 17,407		
HCM-03	Architect & Configure Stage: Delivery of Design Artifacts	$ 206,230	-$32,160	$ 174,070	$ 17,407	$ 313,326	5/18/2026
HCM-03	Architect & Configure Stage: Delivery of End-to-End Tenant	$ 137,487	-$21,440	$ 116,047	$ 11,605		
HCM-04	Test Stage: Completion of End-to-End Test	$ 137,487	-$21,440	$ 116,047	$ 11,605	$ 208,884	9/18/2026
HCM-04	Test Stage: Completion of Parallel Test	$ 137,487	-$21,440	$ 116,047	$ 11,605		
HCM-05	Deploy Stage: Completion of Move-to-Production (Go-Live)	$ 137,487	-$21,440	$ 116,047	$ 11,605		
HCM-05	Post-Production support: Completion of Project	$ 137,487	-$21,440	$ 116,047	$ 11,605	$ 313,326	2/12/2027
	Project Total for All Phases	$ 1,374,868	-$214,400	$ 1,160,468	$ 116,048	$1,044,420	
					Phase 1a Total	$1,160,468	
FIN-EXP	Estimated Expenses					$34,814	
	Grand Total (Holdback + Expenses + Payments)					$ 1,195,282	

Final Project Completion

		Project Final					
Payment ID	**Milestone / Event**	**Milestone Amount**	**CSLLC Investment**	**Total Invoice Amount**	**Project Holdback**	**Payment Amount**	**Est. Date**
FINAL	Completion of SOW and Sign-off	N/A	N/A	N/A	$ 264,845	$ 264,845	N/A
	Grand Total					$ 264,845	

Project Fiscal Summary

		Project Fiscal Summary					
Payment ID	**Milestone / Event**	**Milestone Amount**	**CSLLC Investment**	**Total Invoice Amount**	**Project Holdback**	**Payment Amount**	**Est. Date**
FIN	Core Financials Phase	$ 1,545,060	$ (210,300)	$ 1,334,760	$ 133,477	$ 1,201,283	N/A
PLAN	Financial Planning Phase	$ 182,976	$ (29,800)	$ 153,176	$ 15,320	$ 137,856	N/A
HCM	Human Capital Management Phase	$ 1,374,868	$ (214,400)	$ 1,160,468	$ 116,048	$ 1,044,420	N/A
FINAL	Final Project Completion	N/A	N/A	N/A	$ 251,188	$ 251,188	N/A
	Total					$ 2,634,747	
Expenses	Optional					$ 75,126	
	Grand Total					$ 2,709,873	

f. Invoices will be emailed to the following address(es): igsadmin@nevadacountyca.gov

Any other mailed correspondence will be delivered as follows below:

950 Maidu Ave

Nevada City, CA, 95959

d. Any additional Services rendered in addition to the Scope as defined in this SOW will only be performed after the Parties agree to a Change Order utilizing the rate table to build the cost as identified below:

Rate Card	
Strategy Architect	$334
Engagement Director (Portfolio Director)	$304
Engagement Manager	$251
Project Associate	$148
Functional Architect	$270
Senior Principal Consultant	$220
Principal Consultant	$194
Associate Consultant	$144
GDC Principal Consultant	$76

e. Workday Delivery Assurance and Workday specific training services and fees will be covered under a separate agreement between Client and Workday.

f. Any and all fees associated with Client's e-invoicing, portal, or payment solution will be the responsibility of Client, without dispute. CSLLC will provide all necessary documents or invoices to confirm the fees, if such fees are incurred.

Project Milestone Deliverables

Project Milestone sign-off will include delivery of identified deliverables and sign-off by Client Project Manager and is required before invoice for Milestone is accepted by Client.

CSLLC will present the applicable Deliverables to Client and Client will have fifteen (15) business days to provide a specific list of reasonable issues to be remedied. CSLLC and Client will determine appropriate timeline for completion of incomplete deliverables. CSLLC will address issues and re-submit the deficient Deliverables for Client approval.

Project Commencement:

a. Signing of this SOW by Client or the beginning of work on the identified phase according to the SOW schedule.

Completion of FDM Workshop:

   a. Completion of the FDM Architect Workshop

   b. FDM loaded into Workday Tenant

   c. Completed Chart of Accounts.

Plan Stage: Delivery of Plan Artifacts:

   a. Accepted ~~Draft~~ Project Schedule and plan

   b. Client Project Team Training Plan

   c. Foundation tenant build complete

Architect & Configure Stage: Delivery of Design Artifacts:

   a. Foundation alignment sessions

   b. System architecture, business flows, approval flows and Configuration documented based on foundation alignment sessions

Architect & Configure Stage: Delivery of End-to-End Tenant:

   a. Unit Testing

   b. End-to-End tenant build and delivered for use in End-to-End Testing

Test Stage: Completion of End-to-End Test:

   a. Execution of test scenarios for End-to-End Testing has completed with no blockers, and 90% of all use cases passed

   b. Punch list of adjustments resolved or mitigated before cutover to production for Phase One A (1a) and Phase One B (1b). Punch list items identified for Phase Two (2) must be resolved or mitigated within five (5) business days of the End-to-End testing completion date.

   c. Cutover-plan drafted

Test Stage: Completion of Parallel Test:

   a. Tenant updates performed

     b. Parallel Testing has completed

     c. Any issues reasonably identified as preventing progress to Production have been addressed or mitigated.

     d. Cutover-plan finalized / Go-Live check list delivered

Deploy Stage: Completion of Move-to-Production (Go-Live):

     a. Production Workday system is available to any Client employees

Post-Production Support:

     a. Successful completion of move to production smoke testing.

     b. Operationally critical defect tracking log items are resolved or mitigated

     c. Unless operationally critical defects remain un-resolved, timeframe for Post-Production support has lapsed following the Move-to-Production

Final Project Payment: Completion of Project:

     a. Completion of remaining Defect Tracking items

     b. Project sign-off by Client CIO or Executive Sponsors

CSLLC will present the applicable Deliverables to Client and Client will have five (5) business days to provide a specific list of reasonable issues to be remedied. CSLLC and Client will determine appropriate timeline for completion of incomplete deliverables prior to final milestone payment is made. will address issues and resubmit the deficient Deliverables. After five (5) business days, should Client not provide a list of issues, the Deliverables will be deemed complete. Use of the Deliverables by Client will deem the Deliverables as completed.

7.0   Expenses

Client will reimburse CSLLC for its reasonable out-of-pocket travel expenses incurred in connection with the provision of the Services in accordance with CSLLC's Travel and Expense Policy, which shall be made available to Client upon request. This will include CSLLC's management personnel for purposes of project oversight. Specific travel recommendations will be planned and discussed between the CSLLC EM and the Client Project Manager. Such agreed to travel recommendations shall not require additional Client pre-approval. All fees or penalties incurred due to cancellations or changes of travel at Client's request shall be invoiced to Client. The Expense Estimate provided in Section 6.0 is a budgetary estimate only.

8.0   Signatures

IN WITNESS WHEREOF, the Parties have duly executed this SOW by their respective authorized representatives as of the SOW Effective Date.

       Collaborative Solutions, LLC   **Nevada County, CA**

_____

_____

Authorized Signature

_____

Susan Guerra

_____

Workday Global Practice Leader, Delivery

_____

Date

_____

Authorized Signature

_____

Landon Beard

_____

Chief Information Officer

_____

Date

Appendix A – Description of Roles

Client Roles

Client personnel are experts on Client business/technologies and as such will have responsibility for providing project management, non-Workday functional, technical, and culture expertise to the project.

Client project team members and cross-functionality representation are currently identified as follows:

(Note that project teams' roles could be specific to implementation needs.)

Client Team Member	Description of Role
Steering Committee, Key Stakeholders, Executive Sponsor	The steering committee provides funding and support to the project. Responsibilities include: • Obtaining appropriate funding and approvals • Ensuring all appropriate resources are available for the project • Resolving issues which are impeding the progress of the project • Providing overall direction to the Client Project Manager • Sign off on key Deliverables/project milestones • Assuring project delivery and quality control • Attending steering committee meetings
Project Manager	The Client Project Manager is a dedicated resource focused specifically on the Workday implementation. While CSLLC understands there are many other activities linked to the implementation, this resource needs to be dedicated full-time to the project. Responsibilities include the following: • Establishing and managing the project details, Deliverables, schedules, tasks, assignments, and execution • Coordinating business teams and support teams • Driving the implementation of the optimized processes • Managing the resolution of issues • Anticipating and resolving issues which could impact the project budget, schedule, Scope or quality
Functional Team (Global Process Owners, Process Leads, and SMEs/Business Analysts)	The functional team are those familiar with Client business processes and systems. These individuals provide information to the CSLLC Functional Consultant(s) to configure the Workday solution. Responsibilities include: • Communicate functional requirements which need to be configured in Workday • Describe current business processes and work with team to simplify and improve • Provide functional requirement through completion of configuration and data gathering workbooks • Champion adoption and use of Workday Launch delivered business processes • Identify critical changes needed to Workday Launch delivered business processes due to compliance/regulation or business need and provide feedback to CSLLC consultants

Client Team Member	Description of Role
	• Work with CSLLC consultants to help map and load data into Workday • Actively participate in all testing activities • Pre-validate extracted data files prior to providing it to CSLLC; then validate data after it has been converted into Workday solution • Contribute to identifying and executing test scenarios for functional areas • Perform end user training • Participate in all sessions to facilitate organic knowledge transfer
Technical Team (Integration Lead, Integration Engineers/Developers, and Data Conversion Specialist)	Technical resources perform the following: • Support the conversion and loading of data contained in existing systems • Design and develop custom integrations as outlined within the Scope of this SOW • Develop custom reports • Manage Client communications • Participate in knowledge transfer • Actively participate in testing activities *Note: Resource experience, data quality and the amount of transformation required could impact the actual resources needed to support the data conversion efforts.*
Auditor Controller	The internal auditor is responsible for providing compliance-related guidance and expertise to the project team.
Test Lead	The Client Test Lead develops and manages the overall Client test strategy and plan. Responsibilities include: • Establish an approach to testing • Define resource requirements for testing • Establish the test schedule • Conduct overall execution of the Client prescribed Unit, End-to-End (including integrations), User Readiness review, Parallel Test process for Workday payroll and Pre-Production tenant validation • Facilitate testing coordination and progress meetings • Successfully manage defect resolutions • Resolve test issues via coordination of Client and CSLLC teams as required to complete testing for successful completion of Workday test • Define the overall test strategy • Define test approach, roles and responsibilities • Define test tools and scenarios by tester and success criteria for each test stage • Define and report test metrics to the project team and project executives
Organizational Change Lead	The Client Organizational Change Lead is focused on planning and executing the change management and communications activities. The

Client Team Member	Description of Role
	Client Organizational Change Lead is the primary counterpart to the CSLLC Organizational Change Lead and is responsible for understanding primary insight into Client's culture, operations, and competing projects or interests. The Client Organization Change Lead is the primary liaison between the Client project team and other internal resources needed to execute and deploy the various change management and communications activities and is ultimately responsible for all change management and communications-related Deliverables.
Training Lead	The Client Training Lead is focused on planning and executing the end user training activities. The Client Training Lead is responsible for understanding competing projects or interests related to end user training. The Client Training Lead is the primary liaison between the Client project team and other internal resources needed to plan, execute, and deploy the various training activities for the deployment and is ultimately responsible for all training-related Deliverables. Client may choose to assign the Client Organizational Change Lead and Client Training Lead roles and responsibilities to a single actual resource.
Training Communications, and Change Management Support Resources	Depending on the specific strategies and plans Client establishes as part of its OC&T program, additional resources will be needed at various times throughout the project lifecycle to support and execute the communications, change management, and training plans. These roles often include: • Training developers responsible for developing and revising the end user training collateral as defined in the training curriculum plan • Communications leads/developers responsible for developing, revising, and deploying the end user communications collateral as defined in the communications plan • Trainers and super users responsible for gaining advanced familiarity with the new systems and user support tools, and in turn planning and delivering pre-Go-Live and ongoing training to end user audiences • Change champions responsible for generating awareness and support around future changes within their designated areas of influence

CSLLC Roles

CSLLC core roles and responsibilities are identified as follows:

Team member	Description of role
Portfolio Director ("PD")	CSLLC provides a portfolio director to serve in an advisory role and escalation point on all Workday deployments to ensure success by working collaboratively with Client executives, Client project manager, Workday leadership and CSLLC's engagement manager. Supports CSLLC engagement manager to resolve any escalated issues in a timely manner and sign-off on key deliverables throughout the project per the Cynergy™ for Workday methodology. The CSLLC portfolio director is an active and visible resource on the project and is expected to participate in regularly scheduled steering committee meetings and milestone activities to ensure the project is meeting the goals/objectives and timeframes outlined at the beginning of the project.
Functional Architect	CSLLC provides a functional architect to work with Client in leading and driving the solution based on their broad Workday experience along with deep implementation expertise. The functional architect will work with Client to drive solutions and provide design/strategy support. The functional architect is responsible for driving the design and business process sessions along with the CSLLC consultants.
Engagement Manager ("EM")	CSLLC provides a designated engagement manager (EM) who is responsible for working with the Client project manager to ensure the timely success of the project. The EM guides the project by providing Workday best practices as they relate to project management techniques, the use of Cynergy™ tools and templates, interaction with Workday Product Strategy and Development, and leveraging CSLLC Cynergy™ implementation methodology. The EM staffs the project and guides project activities to ensure the timely completion of the project in accordance with the project charter and project plan. The EM is liaison with Workday on project-related issues that may be outside the direct control of the project team (e.g., coordinating the resolution of issues with product development).

The EM partners with the CSLLC consultants and Client project leads to provide additional guidance on Workday implementation best-practices, industry standards, and facilitate knowledge sharing among Workday clients as appropriate. The EM keeps the Client project team apprised of Workday updates, tenant changes, and can provide guidance on using the Workday Community. |
| Project Associate ("PA") | CSLLC provides a project associate. The project associate is responsible for coordinating with the CSLLC consultants to maintain the forecast, maintain status report details, and run weekly financials reports. The project associate may also attend meetings such as steering committee meetings to capture meeting |

	minutes allowing the engagement manager to focus on leading the discussion. Performs engagement management tasks as assigned by EM.
Executive Sponsor	The point of contact for CSLLC's executive management team. Works with the CSLLC engagement manager and Client project manager to ensure that escalated issues do not impact the project timeline.
Test Manager	The test manager is responsible for drafting, presenting, and getting Client sign off of the testing strategy. The strategy will include details of each testing segment: namely unit testing, end to end testing, user acceptance/experience testing and payroll parallel testing. For each of the phases, the strategy will define testing participant, roles and responsibilities, data and tenant requirements, acceptance criteria and signoff process. Tools used throughout the Test stage will be identified. Working with the project managers, the Client test lead will ensure that the testing team is identified and has required levels of knowledge to execute the testing scenarios. This is repeated for both unit testing and payroll parallel cycles. Throughout the phase, the test manager manages issue management, issue resolutions and retest verification. They will report on test management and metrics, and adherence to acceptance criteria.
Functional Consultants	Responsible for working with Client to lead and drive Client business process design and integration requirements. The principal consultant(s) lead business process workshops and workflow iterative development and develop business process templates that are a key input into the configuration of the solution. The principal consultant(s) configures Workday according to Client requirements and documents any areas where requirements are not met. They provide best practices to enhance Client access to the features/functions of the Workday solution. They support the testing, data conversion, and integration development efforts. They escalate issues that may impact the go-live date to the CSLLC EM.
Integration Consultants	Responsible for working with the CSLLC principal consultant(s) and the Client business analysts to gather and document integration requirements. The integration consultant(s) leads the configuration and supports the testing of Workday packaged integrations and the development of Client integrations as defined by the statement of work.
Data Conversion Consultants	Responsible for converting Client data into Workday based on the configuration and mapping done by the CSLLC principal consultant(s) and the Client business analysts. The CSLLC data conversion consultant(s) works with the Client business analysts to resolve data related issues. They work with the Client to resolve loading errors and reload the appropriate tenants.
Change Architect	The change architect is a senior professional resource of the organizational change and training ("OC&T") practice who supports the OC&T team to ensure the quality of consulting

	services and deliverables. The change architect provides leadership and expertise to both CSLLC's OC&T Lead and the client's organizational change, communications and training resources. The change architect supports the client relationship, ensures client satisfaction throughout the duration of the project, and is the first point of escalation for risks and issues related to the OC&T workstream.
OC&T Lead	The OC&T Lead is focused on defining strategy, establishing plans, and driving execution of change management and end-user training activities. He or she provides guidance to the relevant counterparts on Client's OC&T team and guides the work stream through the specific methodology at each stage throughout the project, as defined in the project scope. The OC&T lead is also responsible for the administration of the workstream, including timeline management and status reporting as defined by the overall project management team.
Training lead	The training lead is focused on planning and executing the end-user training-related activities. Similar to the organizational change lead, the training lead provides guidance to his or her counterparts on Client's OC&T team and guides the training workstream throughout the project as defined in the project scope. For Client's project, the organizational change lead and training lead roles and responsibilities will be combined under a single resource.
Strategy Architect	The strategy architect provides oversight and direction for strategy engagements to other Strategy team members and delivering trusted business advisor support to the Client. They partner with senior executives to understand organizational perspectives and recommend best-fit methods to execute business strategies, improve operations and performance, and optimize roles and responsibilities. The architect works with Client to understand the people issues associated with technology implementations, specifically Workday and ancillary systems including but not limited to role re-definition, skill gaps, and change readiness. The architect continues to partner with senior executives and program managers to understand an organizations inherent capability regarding governance, decision making, data integrity, and technology development to design strategies to set the stage for successful technology implementations.

Workday Roles

Workday core responsibilities include:

Workday Team Member	Description of Role
Delivery Assurance	If in Scope between Client and Workday, the Workday Delivery Assurance Group is comprised of Workday implementation specialists and works with Client towards the implementation of the Workday solution. The Workday

Workday Team Member	Description of Role
	Delivery Assurance Group conducts a series of quality assurance reviews at major project milestones, when the group reviews project documentation, product configuration, and business processes. The Workday Delivery Assurance Group is responsible for the development and enhancement of the Workday implementation methodology and works closely with product strategy and development in helping steer product direction.

Appendix B – Integrations and Custom Reports

Integrations

The following integrations are in Scope. Please refer to the column labeled "Owner" to identify if the integration is Client assigned or CSLLC assigned.

Phase One A (1a)

ID#	Integration Name	Third-Party Vendor	Functional Area	Integration Data Type	Tool	Owner
INT001	CAMS		Financials	Adhoc Payments Inbound Custom	Studio	CSLLC
INT002	Cal SAWs		Financials	Accounting Journals Inbound Custom	Studio	CSLLC
INT003	Check Print Layout		Birt	Financials Custom Check Layout_High	BIRT	CSLLC
INT004	CAMS - Inbound	CAMS	Financials	Accounting Journals Inbound Custom	Studio	CSLLC
INT005	CAMS - Outbound	CAMS	Financials	Accounting Journals Outbound Custom	EIB/DTS	CSLLC
INT006	Financials Positive Pay without Voids Outbound	Bank	Financials	Positive Pay without Voids Outbound Custom	EIB/DTS	CSLLC
INT007	Financials ACH Outbound	Bank	Financials	ACH NACHA Payment Outbound Cloud Connect	CC	CSLLC
INT008	Bank Statement Inbound	Bank	Financials	Bank Statement Inbound Cloud Connect	CC	CSLLC
INT009	1099 Filing Outbound	IRS	Financials	Electronic Filing 1099 Outbound Cloud Connect	CC	CSLLC
INT010	Basic SSO/SAML Setup	TBD	Security	Basic SSO SAML Setup Outbound Custom	Setup	CSLLC
INT011	RTLFirst Ad Hoc Bank Transaction	RTLFirst	Financials	Adhoc Bank Transaction Inbound Cloud Connect	CC	CSLLC
INT012	Purchase Order Layout	Workday	Birt	Purchase Order Custom Layout_Low	BIRT	CSLLC
INT013	Megabyte Ad Hoc Bank Transaction	Megabyte	Financials	Adhoc Bank Transaction Inbound Custom	Studio	CSLLC
INT014	CALPERS Accounting Journals Outbound	CALPERS	Financials	Accounting Journals Outbound Custom	EIB/DTS	CSLLC

Phase Two (2)

ID#	Integration Name	Third-Party Vendor	Functional Area	Integration Data Type	Tool	Owner
INT001	CALPERS	CalPERS	Benefits	Retirement Savings Financials Outbound Custom	EIB/DTS	CSLLC
INT002	CALPERS	CalPERS	Benefits	Retirement Savings Inbound Custom	Studio	CSLLC
INT003	CALPERS	CalPERS	Payroll	Retirement Savings Financials Outbound Custom	EIB/DTS	CSLLC
INT004	Equifax workplace employment verfication	Equifax	HCM	Unemployment Outbound Custom	EIB/DTS	CSLLC
INT005	Nationwide Deferred Comp	Nationwide	Benefits	Retirement Savings Financials Outbound Custom	EIB/DTS	CSLLC
INT006	Nationwide Deferred Comp	Nationwide	Benefits	Retirement Savings Inbound Custom	Studio	CSLLC
INT007	Nationwide Deferred Comp	Nationwide	Payroll	Retirement Savings Financials Outbound Custom	EIB/DTS	CSLLC
INT008	NeoGov	NeoGov	Recruiting	ATS Hires and Job Changes Inbound Custom	Studio	CSLLC
INT009	Payroll check		Birt	Payroll Check Custom Check Layout_Medium	BIRT	CSLLC
INT010	Active Directory Outbound	TBD	HCM	Active Directory Outbound Cloud Connect	CC	CSLLC
INT011	Active Directory Inbound	TBD	HCM	Active Directory Inbound Custom	Studio	CSLLC
INT012	E-Verify	E-Verify	HCM	eVerify Outbound Cloud Connect	CC	CSLLC
INT013	Medical/Rx Outbound	CalPERS	Benefits	Medical Or Dental Or Vision Or Rx Outbound Custom	EIB/DTS	CSLLC
INT014	Dental Outbound	Ameritas	Benefits	Medical Or Dental Or Vision Or Rx Outbound Cloud Connect	CC	CSLLC
INT015	Vision Outbound	Ameritas	Benefits	Medical Or Dental Or Vision Or Rx Outbound Cloud Connect	CC	CSLLC
INT016	Life & AD&D Insurance Outbound	The Hartford	Benefits	Life Or ADandD Outbound Cloud Connect	CC	CSLLC
INT017	ACA		Benefits	ACA Outbound Cloud Connect	CC	CSLLC
INT018	IntelliTime Time Blocks Inbound	IntelliTime	Time_Tracking	Time Tracking Outbound Cloud Connect	CC	CSLLC
INT019	IntelliTime Demographic Outbound	IntelliTime	HCM	Demographic Outbound Cloud Connect	CC	CSLLC
INT020	Payroll ACH Outbound		Payroll	ACH NACHA Payment Outbound Cloud Connect	CC	CSLLC

Integration Type Key:

- EIB/DTS = Enterprise Interface Builder/Document Transformation Service
- CC = Cloud Connect
- Studio = Workday Studio
- Other = Web services or integration system user setup

The interfaces/integrations required for this project include:

- **Cloud Connect ("CC")** – CC provides Workday customers with the same level of support as they would receive in the core Workday application. Such Workday integrations are (i) part of the Workday hosted application service and (ii) provided with ongoing support by Workday in accordance with Workday's then-current Support and Service Availability Policy. While Workday integrations are designed and developed as part of the subscription license, CSLLC anticipates some amount of time dedicated to configure and test the integrations during the implementation.
- **Custom Integrations** – Custom integrations are developed by CSLLC or Client using Workday's tools such as Report Writer, EIB, DTS, or Studio.

Reports

All delivered reports will be available for all Functional Areas in Scope. No specific custom reports are in Scope for this project, however 400 hours have been included to address custom reporting needs as identified during each phase of the project.

Appendix C – Sample Change Order Form

Project Change Order

This Change Order form is used for requesting, documenting and approving changes to the Workday deployment or other applicable service offering, including, but not limited to, changes to the project's Scope, changes for a major configuration element, timeline/schedule changes, integration specifications changes, addition of resources or any other Deliverable change from the originally planned Workday deployment or applicable service offering.

Summary

Client:	XYZ Client
SOW/Project Name:	Project ID # / Project Name as it exists in Workday
Change Order #:	C01 (adjust as appropriate)
Project Manager (Client):	Project Manager Name, XYZ Client
Project Sponsor (Client):	Project Sponsor Name, Title
Engagement Manager (CSLLC):	Engagement Manager Name, Collaborative Solutions, LLC ("CSLLC")
Acceptance Due Date:	The date by which Client will need this approved in order to avoid negative Project Schedule impact.
Change Type:	Type of change. For example: *integration change, request for additional functionality, change in SOW estimate based on design sessions, etc. (usually more applicable to Phase One (1) or Phase Two (2) projects.)* Select one (1): Term Extension (zero (0) budget add) Term Extension (additional hours added) Change in Scope (additional hours added) Change in Scope (no addition hours added) Other (detail in request description)
Impact Assessed by:	List those assessing the impact. Normally the CSLLC EM, Functional or Integrations Consultant, and possibly someone on the Client side.
Priority:	High, medium, or low based on need for the change.
Billing:	Select one (1): Bill under current project Bill separately under current project Bill separately under new project
Contract Line Type:	Describe the billing basis. For example: *Time & Materials, Fixed Fee Installment/Milestone, Prepaid, Subscription.* For "Bill under current project," the billing basis of this Change Order MUST match the applicable SOW's billing basis.
Is new PO# required?	Select one (1): New PO# (insert PO#) PO# to be created after receiving countersigned documents

	No new PO# needed

Request Description

<<Describe the change and why it is needed. It is important to describe why this was not estimated correctly in the SOW or where the change occurred. For example:

Adding a new integration for Aetna, COBRA, Qualifying Event. Original integration listed on the SOW addressed only Aetna PPO/HMO, did not specify COBRA. Additional forty (40) hours added to cover COBRA QE.>>

If this CO is for an extension, please include the number of hours and budget remaining on current project.

Business Purpose / Reason for Change

<<Describe the purpose/reason for change and be sure to explain the impact to NOT doing the change. For example:

Client offers COBRA coverage for any employees eligible for a COBRA Qualifying Event; this was not included in the original SOW estimate. If Client does not approve this change Client will not be able to provide COBRA coverage.>>

Impact Assessment

Project Activities Affected:	Describe the additional work that needs to be done. For example: *Create one (1) additional integration or three (3) new performance templates need to be configured, etc.*
Deliverables Affected:	Describe Deliverables affected. For example: *One (1) additional interface file to be delivered to Aetna will be produced.*
Project Schedule Impact:	Describe schedule impact, if any. For example: *Architect & Configure stage will be extended by one (1) week to complete all integrations.* Include the original end date and new end date, if extending the term of the SOW.
Pricing Modifications	Modifications to the Pricing are as follows:

Role	Rate	Hours	Cost
Executive			
Strategy Manager			
Senior Functional Architect (Consulting Director)			
Engagement Director (Portfolio Director)			
Engagement Manager			
Functional Architect			
Senior Principal Consultant			
Principal Consultant			

	Consultant			
	Analyst			
	Total		*<<total>>*	

Payment Terms – If Client is adding hours

- Time & Materials SOW: This Change Order will be billed monthly on a Time and Materials ("T&M") Basis   based on actual usage at the rates set forth in the SOW and as identified in the Pricing Modifications above.
- Prepay SOW: This Change Order will be invoiced upon execution by both Parties at the rates set forth in the SOW and as identified in the Pricing Modifications above.

Assumptions

- Describe any new Assumptions different from the SOW. For Example:
- *Client will provide the requirements for the new integration.*
- If not different from the SOW, add "All Assumptions from the SOW dated XX December XXXX apply to this Change Order", otherwise, if there are new Assumptions different from the SOW, list them here.

Authorization

_____   _____
Client Authorization Signature   Collaborative Solutions, Authorization
                                                            Signature

_____   _____
Name   Name

_____   _____
Job Title   Job Title

_____   _____
Date   Date

Appendix D – Detailed Functionality and Data Conversion Scope

As the team and the project continues to progress into all stages of the project, there will be a review of the overall Scope and may re-align as the team come out of discovery and again after alignment sessions.

The development and testing of data conversion programs and files primarily consists of two parallel efforts:

County will develop and test the programs to extract the data from the current file structures and deliver them to Contractor in an intermediate file structure prescribed and provided by Contractor.

Contractor will develop and test the programs to load the intermediate files into the Contractor database. Only data that is absolutely necessary for proper system function and within the scope of the current database structure will be converted. All data not within the current structure will either not be converted or will be converted at Contractor's discretion at the then-current time and materials rate.

Contractor and the County will develop a mutually agreeable data conversion test plan including appropriate audit trails and summary reports.

Data Conversion Delivery

Contractor will load the converted data into the agreed upon environment, so the County can conduct acceptance testing in accordance with the Acceptance Plan.

Contractor and the County will work together to refine the process of extracting and loading the data to optimize time and resources required to execute the conversion at three separate points in time:

Initial data load – This conversion consists of a sample size set of data addressing the majority of business rules used to define/populate County data. Several iterations of this initial data may be loaded for review based on the number of corrections needed for successful use of the data in testing. The system will be configured using the base configuration for the state-specific features.

Full/Complete data load – This conversion builds from the Initial Data Load to include all business rules and a complete set of the County data. Several iterations of this data load may also be necessary. The system will be configured using client-specific configurations identified in the product overview sessions. The goal is to use this database and conversion to move into the User Acceptance Testing activities.

Production data load – this is the final conversion and will be used to deploy the system into production use of the application. The configuration will be the one accepted from the User Acceptance Testing (UAT) activities.

Workday foundational elements such as dashboards, reporting, analytics, business process framework and employee self-service are built into every Workday module.

During Client deployment, the following elements will be in Scope for Client's Workday Launch package.

The Scope set out below describes the implementation of the Workday functional elements and/or modules (the "Product") in terms of organization, functionality, data conversion, integrations, reports, change management, and training which will be a part of the project. Where this table is silent, configuration will follow the defined objectives and milestones to meet Client needs.

Product	Description	Scope
Foundation	Foundation Features	Payment Elections & Associated Rules
		Pre-Packaged Business Processes
		Workday Assistant (With ISA Opt In). Excludes customer security groups.
		Standard Notification Templates
		Delivered notifications
	Organizations	Organizational Management
		Staffing Management
		Up To fifteen (15) Legal Entities (Companies and Company Hierarchies)
		Up to three hundred (300) Supervisory Organization and Hierarchy
		Up to three hundred (300) Cost Centers and Cost Center Hierarchy
		Up to four (4) Custom Organization Types and Hierarchy
		Locations and Location Hierarchy
		Region and Region Hierarchy
		Pay Groups
	Security	Multi-Factor Authentication

Product	Description	Scope
		Delivered User and Role Based Security Groups
	Setup	English Language Support
		Global Address Localization
		Mobile
		Currency
		Duplicate Management
	Worker Data	Contingent Worker Types
		Personal Information
		Contact Information
		Position and Job Profile Assignment
		Employee Types
	Reporting	Standard Dashboards & Analytics
		500+ Delivered Reports

Product	Description	Scope
HCM	Compensation	Basic Compensation Management
		Grade and up to one hundred (100) Grade Profiles
		Single Compensation Package
		Up to one (1) Salary Plan
		Up to one (1) Hourly Plan

Product	Description	Scope
		Up to fifteen (15) Allowance Plans - excluding Reimbursable Allowance Plans
		Up to fifteen (15) One Time Payment Plans
		Delivered Compensation Basis
	Jobs and Positions	Job Catalog (Job Family Groups, Job Families, Job Profiles)
		Position Management Staffing Model
		Management Types & Management Level Hierarchy
	Onboarding	Up to fifteen (15) static documents for Onboarding Review
		Up to two (2) Custom Onboarding Templates
		Up to one (1) Announcements for onboarding
		I-9 Functionality
	Organization	Organizations (Supervisory, Cost Center, Company, Region, Location, Custom) and Associated Hierarchies
		Up to one (1) Exit Survey questionnaire with up to twenty (20) questions, routed to existing security group. Includes one (1) simple custom report for reporting of responses
	Security Groups	Up to three (3) Regulatory Required Custom Security Groups
	Setup	Event Categories and Reasons

Product	Description	Scope
		Multiple Jobs
		Employee and Manager Self-Service
		Worker Types
		Tenant Branding
		Skills Cloud (With ISA Opt In)
		Union Tracking (Worker Data Only)
		Delivered Probation Periods
		Contingent Worker Types
		Up to four (4) Funds Associated to Worker / Position as Custom Organizations/Worktags
		Up to four (4) Grants Associated to Worker / Position as Custom Organizations/Worktags
		US Operations Only
	Worker Data	Personal Data, Contact Information, ID Information
		Emergency Contact Information
		Employee Photos
		Delivered Service Dates
		Shifts
	Reporting	Review Delivered Reports
		Enable Delivered Dashboards (Workforce Composition, Report Auditor)
	Modifiable Business Processes	Hire Employee

Product	Description	Scope
		Create Position
		Request One Time Payment
		Contract Contingent Worker
		Onboarding (New Hires)
		Termination
		Change Job
		Request Compensation Change
		End Contingent Worker Contract
		Onboarding Setup
		Edit Position Restrictions
		Add Additional Job
		Edit Position
	Data Conversion	Up to three thousand five hundred (3500) Active FSE Employees or Contingent Workers Including Current Personal Data, Current Contact Data, and Current Job Record
		Terminated employees who received payment in the current year, and contingent workers with contracts ended in the current year (Using Worker Object)
		Up to seven thousand (7,000) Additional Terminated Workers (Using Former Worker Object)
		Attachment of Third-Party Documents out of Scope

Product	Description	Scope
		Compensation – Current Compensation Data and Compensation effective as of Benefits effective date
		Unlimited Job and Compensation History (Using "Previous System History")
		Transactional History excluded (unless Advanced Compensation in scope)

Product	Description	Scope
Benefits	Setup	Benefits configured for up to one (1) country
		Plan Year Definition; one (1) for Program Year, one (1) for Ongoing
		Up to eighteen (18) Benefit Groups
		Benefit Defaults
	Plans	Administer Benefits for most commonly offered plan types, including Health Care (Medical, Dental, Vision), Insurance (Life, Disability), Spending Accounts (Dependent, Health Care), Health Savings Accounts, Retirement Savings, and Additional Benefits Plans (Pet Insurance, Gym Membership, EAP, Critical Illness, and Long Term Care)
		Up to thirty (30) Benefit Plans (including Eligibility Rules, Coverage Tiers, Rates, and other components)

Product	Description	Scope
		Individual Rates
		Benefit Annual Rates
		Up to three (3) Plan Year Definitions (current year, subsequent year, ongoing plans)
		Healthcare Election Guidance - Configure expanded plan details for up to five (5) Healthcare Plans
	Enrollment	Cross Plan Enrollment Rules
		Enrollment Event Types (including Eligibility Changes, Life Events, and Reinstatement Events)
		Up to one (1) Enrollment Event Rule
		Passive Event Rules
		Up to one (1) Open Enrollment
	Evidence of Insurability	Manage Evidence of Insurability
	Affordable Care Act	Core ACA Functionality: ACA Measurement Periods and Eligibility, Setup for 1094-C and 1095-C Reports
	COBRA	Manage COBRA Eligibility Designations for Participants Who Lose Coverage
	Modifiable Business Processes	Change Benefits for Life Events
		Change Benefits
		Dependent Event
		Add Retiree Status
		Change Beneficiary

Product	Description	Scope
		Change Retirement Savings
		Remove Retiree Status
		Passive Event
	Data Conversion	Current Benefit Elections
		Medical History for Current Year for ACA Reporting
	Retiree Benefits	Up to one (1) Retiree benefit group utilizing a shared plan (does not include Medicare or a surviving spouse plan)
		Up to one (1) Retiree Organization
	Data Conversion	ACA Worker Hours and Wages
		Dependents & Beneficiaries
		Benefit Annual Rates
		Worker Wellness and Tobacco Usage
		Current Compensation Data and Compensation effective as of Benefits effective date

Product	Description	Scope
Absence	Holiday Calendars	Up to five (5) Holiday Calendars
		Up to five (5) Holiday Calendar Rules
	Leave of Absence Types	Up to ten (10) Leave Types with up to five (5) with Leave Entitlements limited to Primary Position

Product	Description	Scope
	Time Off Plans	Up to ten (10) Accruing Time Off Plans On Primary Position Up to 6 (6) Non-Accruing Time Off Plans On Primary Position
	Third Party Calendar	Absence Third Party Calendar (Microsoft Outlook or Google Calendar) - Functional Configuration Only
	Modifiable BPs	Correct Time Off
		Request Leave of Absence
		Request Return Leave of Absence
		Request Time Off
	Data Conversion	Time off Balance Conversion Included
		Active Leaves for the Previous twelve (12) Months (balance as of go-live date, not daily conversion)
		Time Off Event Conversions Excluded

Product	Description	Scope
Time Tracking	Alerts and Validations	Up to three (3) Alerts
		Up to five (5) Time Entry Validations
	Project Tracking	Project Worktag
	Schedules and Calendars	Up to three (3) Period Schedules (a.k.a. Pay Schedule)

Product	Description	Scope
		Up to twenty (20) Work Schedule Calendars
	Security	Up to two (2) Security Groups to Support Employee Self Service and Manager Self Service
		Up to two (2) security groups to support security requirements related to Web Clocks
	Time Calculations	Up to thirty (30) Time Calculations
		Up to ten (10) Time Calculation Groups
		Up to five (5) Worktags
	Time Entry	Up to six (6) Time @Entry Templates
		Up to twenty (20) Time Entry Codes
		Up to ten (10) Time Code Groups
	Reporting	Time and Absence Dashboard
		Review Time Task
	Modifiable Business Processes	Assign Work Schedule
		Enter Time
		Reported Time Batch Event
	Data Conversion	Excluded from the scope for go-live

Product	Description	Scope
Payroll (United States)	Banking	Payment Election Rules

Product	Description	Scope
		Up to two (2) Bank Accounts with up to two (2) Routing Rules, Delivered Check Layout
		Financial Institutions
	Checks and Payslips	Delivered Check and Payslip Layouts
	Costing Allocations	Up to eighty (80) worker costing allocations including: Configuration & Conversion of employee costing allocations across multiple accounting dimensions Testing/Validation of allocations from BP approval through Payroll to the General Ledger
	General Ledger	Fiscal Posting Intervals, Schedules, Summary Schedules, Fiscal Years
		Journal Sources, Ledger, Ledger Types, Account Sets, Account Posting Rules
	Pay Components	Up to one hundred and fifty (150) Pay Components (Earnings and Deductions)
		Net Pay Validation and Arrears
		Pay Accumulations, Pay Balances, Pay Component Groups, Tax Authority
	Payroll Processing	Up to three (3) Pay Groups
		Commitment Accounting to allow for the tracking and control of payroll costs associated with filled and unfilled positions.
		Up to one (1) Run Category
		Off-Cycle Payments

Product	Description	Scope
		Retro Processing
		Audit Report Configuration
		Payroll Involuntary Withholding Orders and Deduction Recipients Processing
	Period Schedules	Up to three (3) Period Schedules for Payroll
		Generate Period Schedule Periods
		FLSA Work Period Calendar Rules
	Tax Reporting	Up to three (3) Companies for Payroll
		Company Federal, State and Local Payroll Tax Reporting (not to exceed 4 states)
		Workday Delivered W-2 Configuration
		Payroll Tax Filing Configuration (Workday Delivered Payroll Tax Period Reporting)
	Modifiable Business Processes	Settlement Run Event
		Assign Pay Group
		Payment Release Event
	Data Conversion	Payroll Balances for Current Year
		Worker Tax Elections
		Withholding Orders Excluded (Manual Data Entry Required)
		Worker Payment Elections

Product	Description	Scope
		Current Costing Allocations
		Worker Tax Treaties

Product	Description	Scope
Accounting	Allocations	Up to twenty five (25) Allocation Definitions
	Book Codes and Books	Multi-Book Accounting (GAAP and non-GAAP)
	Consolidations and Intercompany	Consolidation
		Intercompany Process
	Financial Accounting Structure	Core Financial System of Record
		Ledger to Track Actuals Only
		Balancing by Company/Legal Entity plus balancing worktag
		Single Primary Chart of Accounts for All Companies
		Single Primary Fiscal Schedule For All Companies
		US only
	Journals	Journal Processing
		Import Journals via Spreadsheet
		Accounting Adjustment
		Up to ten (10) Custom Validations
		Automated Transaction Matching (Foundation Delivered Journal Line Matching Rules only)

Product	Description	Scope
		Journal Sequencing (to support unique journal numbering
	Multicurrency Processing	Revaluation
	Statistics	Up to fifteen (15) Statistics definitions
	Commitment Accounting	Commitment/Obligation ledgers for Financials
	Reporting	ACFR and Trial Balance report development, unit testing, and troubleshooting activities during the Configure & Prototype and Test phases. Work will be completed offsite
	Modifiable Business Processes	Accounting Journal Event
		Accounting Adjustment Event
		Accounting Journal Unpost Event
	Data Conversion	Single Summarized Journal for Each Company Per Period With a Maximum of One Fiscal Year Plus Current YTD - Prior Year Ending Balance
		Company Base Currency Only
		Transactional Journals Not Converted

Product	Description	Scope
Banking & Settlements	Bank Reconciliation	Bank Reconciliation (automated and manual)

Product	Description	Scope
		Foundation Delivered Bank Reconciliation Matching Rules and First Notice Rules only (Parsing Rules Excluded)
	Banking Setup	Bank Account Management
		Financial Institutions
		Up to 10 Bank Accounts (Merchant Accounts out of scope)
		Operational Transactions - United States Only
	Settlement	Settlement
		Ad Hoc Payment
		Bank Routing Rule
		Bank Account Transfer / Bank Account Transfer for Settlement
		Ad Hoc Bank Transaction
		Payment Acknowledgments (if bank supports)
		Miscellaneous Payment Request
		Positive Pay
		Preprinted or Blank check stock (printer not provided)
	Modifiable Business Processes	Settlement Event
		Bank Account Transfer for Settlement
		Bank Account Event
		Ad Hoc Payment Event

Product	Description	Scope
		Miscellaneous Payment Request Event
		Ad Hoc Bank Transaction
	Data Conversion	Beginning Balance
		Unreconciled Open items

Product	Description	Scope
Budgets	Loading Plans	Import Budget via Spreadsheet only
		Up to ten (10) Custom Validations
	Plan Setup	Financial Budget
		Plan Worktags
		Plan Structures
		Budget Hierarchy
	Plan Templates	Plan Templates
	Reporting	Budgetary Balance Report
	Modifiable Business Processes	Plan Event
		Budget Amendment Event
	Data Conversion	Current Year Budget Data

Product	Description	Scope
Business Assets	Asset Accounting	Asset Accounting
		Asset Sharing
		Asset Depreciation for GAAP book only'
		Asset Book Rules
		Asset Adjustments
		Non WIP Related Assets and Capital Projects
		Multi Book Asset Accounting with up to two (2) company Asset Books
	Asset Maintenance	Asset Reclassification
	Asset Tracking	Asset Custodianship
		Pooled Assets
		Asset Transfer
	Modifiable Business Processes	Asset Registration
	Data Conversion	Active Capitalized Assets (Reconciled to Balance Sheet)
		Tracked Expensed Assets (No Cost)

Product	Description	Scope
Customer Accounts	Cash Sales	Cash Sale
	Customer Collections	Customer Invoice Maintenance
		Customer Statement (Delivered Template, not custom)
		Receivable Write Off

Product	Description	Scope
		Receivable Aging
		Collections and Dispute Activities
		No Customer Portal
		Interest and Late Fees
	Customer Invoices	Customer Invoice (Delivered Template, not custom)
		Intercompany Invoice
		Direct Intercompany Invoice
		Up to ten (10) Custom Validations
		Dunning Letters (Delivered Template, not custom)
		Up to one thousand (1000) Sales Items
	Customer Payments	Customer Payment Processing
		Delivered Auto-Apply Payment Rules Only
		Customer Deposit
	Customer Refunds	Customer Refund
	Deferred Revenue	Revenue Recognition Schedule Templates
		Deferred Revenue Recognition
	Transaction Tax	Manual selection on transactions for configured Tax Authorities, Rates, Codes and Applicability for In Scope Countries only. Tax Defaulting logic is not included.
	Modifiable Business Processes	Bad Debt Writeoff Event

Product	Description	Scope
		Customer Event
		Customer Invoice Event
		Customer Refund Event
	Data Conversion	Open Account Receivables Items in Transaction Currency
		Customers With Activity Within 6 Months Prior to Go Live

Product	Description	Scope
Supplier Accounts	1099 Reporting	1099 Adjustment
		1099 Suppliers
	Supplier Contracts	Supplier Contracts (Scheduled or Manual Invoice Contract Types Only) Leased Supplier Contracts not included
	Supplier Invoices	Supplier Invoice
		Recurring Supplier Invoice
		Supplier Invoice Attributes
		Supplier Invoice Retention
		Prepaid Spend Amortization
		Direct Intercompany Supplier Invoice
		Up to ten (10) Custom Validations
		Remittance Advice (Standard Format CSV File)

Product	Description	Scope
		Supplier Invoice Matching against Contract
	Suppliers	Purge Supplier Information
		Supplier Connections
		Supplier Request
		No Supplier Portal
	Modifiable Business Processes	Supplier Invoice
		Supplier Change Event
		Recurring Supplier Invoice
		Supplier Event
		Supplier Request Event
	Data Conversion	Up to one hundred and fifty (150) Open Accounts Payable Items in Transaction Currency
		Current year to date 1099 balance
		Up to one thousand (1000) Suppliers and Supplier Connections for those suppliers with Open Payable Items as well as suppliers with activity within 6 months prior to go live.

Product	Description	Scope
Expenses	Expense Credit Cards	Spend Authorization
		Single Tax Code Defaulted for Expenses

Product	Description	Scope
		If Corporate Liability card exists, then you must purchase related integration
	Expense Rate Tables	Mileage Rates
		Up to five (5) Expense Items With Rate Tables Included; third-party integration not included)
		Simple Per Diem (non Travel Journal)
	Expense Reports	Processing of Expenses Reports for Workers and Pre-Hires (no Spend Authorizations)
		Create' Delegation for "Chief Level" Executives Only
		Up to ten (10) Custom Validations
		Up to twenty (20) Expense Item Attributes
		Expense Report Instructions
		Travel Profile
		Mobile Enablement
		Note: If Credit Card Integration(s) is included In Scope, it will be for Expenses related to Worker T&E Expenses Only
		Expense Report Payment
	Modifiable Business Processes	Expense Report Event
		Spend Authorization
	Data Conversion	Worker Payment Elections for Expense Payments

Product	Description	Scope
Procurement	Procurement Setup	Punchout Configuration (Workday Delivered)
	Purchase Orders	Change Order
		Purchase Order (Delivered Template, not custom)
	Receipts	Receipt Accruals
		Receipt
	Requisitions	Requisition
		Sourcing
	Supplier Contracts	Supplier Contract (Excludes Lease Supplier Contracts)
	Suppliers	Supplier Invoice Matching (Delivered Matching Rules)
		Return to Supplier
		Matching Override
		Supplier Retention
		No Supplier Portal
	Reporting	Supplier Performance Dashboard, Buyer Dashboard, Supply Chain Worker Activity, and the delivered supporting reports.
	Modifiable Business Processes	Requisition Event
		Change Order Event
		Supplier Contract
		Purchase Order Event

Product	Description	Scope
		Supplier Accounts Match Event
		Supplier Contract Amendment
		Supplier Accounts Match Exception Override Event
		Receipt Event
	Data Conversion	Up to one hundred (100) Receipts for Open Approved Purchases Orders
		Up to one hundred (100) Open Approved Purchase Orders
		Up to one hundred (100) Open Supplier contracts

Product	Description	Scope
Projects	Project Plans	Phases
		Project Plan Template
		Project plan structure and project budgets
		Standard Cost Rate Sheets by Job Profile
	Project Resources	Multi-funding sources for projects
		Workday Standard Project Reports
	Project Labor Costing	Up to fifty (50) Standard Cost Rate Rules
		Standard Cost Rate Sheets by Project Role

Product	Description	Scope
	Project Setup	Non-Capital, Non-Billable Projects Only
		Opportunity Projects
		Up to ten (10) Custom Validations
		Tracking of Actual Costs Only
	Modifiable Business Processes	Create Project
		Request Worker
		Project Resource Plan Line
		Edit Project
	Data Conversion	CIP – Construction in Progress
		Active Projects
		Project Plans
		Resource Plans

Product	Description	Scope
Financial Planning	Structure	All planning periods will use a common / single methodology.
		Budget and forecast up to five (5) years out.
		Planning occurs in time periods of months, quarters or years
		One Chart of Accounts structure, one calendar, and a common set of templates and processes across the organization
		Up to twenty (20) Legal Entities and twenty (20) Entity Currencies (Single Currency per Entity)
	Revenue	Manual upload of Revenue. - Up to two (2) Manual Input Sheets with up to four (4) Dimensions each (each Sheet provides a single interface to view, enter, and update data). - No calculations.
	Operating Expense	Operating Expenses - Up to two (2) Supporting Schedules (a model built for a single or group of GL accounts using a single methodology with common dimensions and a single manually imported / maintained data set) - Up to fifty (50) total calculations across the 2 supporting schedules and accounts.

Product	Description	Scope
	Personnel Expense	Up to two (2) Personnel Expense models (current roster and open positions) - With up to three (3) Employee Groups: Salary, Hourly and Contingent Labor. Up to fifty (50) total calculations across the two (2) models. (Capitalized labor is not included)
		Manual Data Entry for Transfers, Splits, Planning Allocations by Level (Single-Step, Not Sourced from Payroll data) Manual changes made in one version do not persist upon a refresh of data from source.
		Fringe Benefits and Tax Rates
		Merit and Bonuses are calculated as a percent of total pay based on role, worker or total company.
	Capital Expense	Capital Expense Model - Using straight line depreciation for newly planned assets. - Summary depreciation loaded for existing assets (not at asset level) - Capital model does not include capitalized labor or calculation of depreciation on existing assets.

Product	Description	Scope
	Deployment Approach	The Workday Adaptive Planning deployment start date will align with the completion and validation of the FDM, end to end testing and a full month of GL Actuals loaded and validated in the Workday Financials End to End (E2E) tenant or Gold Tenant. The Adaptive meta-data structure will be manually built and the Workday data will be manually loaded in Adaptive initially. Once the Workday Production tenant is built a reconciliation of the manually built Adaptive structure and Production Workday tenant will occur to ensure alignment. Once aligned automation of the build of Adaptive structures and the load of Workday data will occur.
	Security	Enable security on Levels and configure Dimensional Access Control for up to one additional dimension
	Reporting	One Income Statement Format (account / dimensions) that incorporates all templates and business logic Up to 10 KPI's, Conduct up to 6 remote hands-on workshops (up to two hours each) to walk-through building reports/dials/dashboards. Provide best practice guidance around design Consult with Customer on specific dial design challenges; Help Customer with how-to questions. Reports and Dashboards to be completed by Customer prior to UAT.

Product	Description	Scope
	Training and Enablement	Admin training: includes training for up to five (5) power users on administrative responsibilities and maintenance of the system for up to four (4) hours.
		Delivery Assurance: provides oversight throughout the project to ensure build is consistent with best practices
		End-user documentation and end user training is excluded
		Final review & testing: Support of Customer UAT scripts development
	Not Included	Financial Consolidations (unless purchased via Additional Scope) Balance Sheet and Cash Flow (unless purchased via Additional Scope) Payroll or Payroll Costing Allocations as a source

Product	Description	Scope
Grants	Awards	Award Contracts and required attributes
		Award Schedules
		Catalog of Federal Domestic Assistance (CFDA)
		National Science Foundation codes used for Award reporting
		Special Condition Types
		Award Plan Structure and Award Budgets

Product	Description	Scope
		Award Spending Restrictions
	Facilities and Administration	Up to ten (10) F&A Rate Agreements
		F&A Exceptions and Waivers
		Calculate F&A Costs
		F&A Revenue Allocation
	Grants Reporting	Award/Grant Reporting/Dashboards
	Sponsor Billing	Award Billing for Cost Reimbursable and Fixed Cost Awards
		Sponsors
	Sponsor Payment Processing and Application	Sponsor Payment Processing
		Letter of Credit Processing
	Modifiable Business Processes	Award Event
		Award Correction
		Award Amendment
		Award Spend Restrictions and Grant routing/approval for Sponsored Award processing on spend BPs
		Security Roles and Assignments for Award and Grant reporting and routing
	Data Conversion	Grants/Grant Hierarchies, Roles Assignments, Default Worktags
		Open Sponsor Invoice Balances
		Sponsors associated to Active Awards

Product	Description	Scope
		Subrecipients/Suppliers
		Award Contracts active at Go Live
		Award Life to Date Billed Balances via Award Historical Cumulative Lines for Active Awards at Go Live
		Award Life to Date Expenditure and/or Revenue Balances for Active Awards at Go Live
		Letter of Credits Active at Go Live
		Award Budgets for Active Awards at Go Live

Product	Description	Scope
Talent Optimization	Performance	Development Items
		Goals
		Up to thirty (30) Competencies
		Check-Ins
		Up to three (3) Performance Review Templates
		Anytime Feedback
	Succession	Succession
		Assess Potential
		Assess My Team's Potential
		Up to fifty (50) Positions for Succession: includes Readiness setup

Product	Description	Scope
	Talent Core	Career Interests
		Job Interests
		Relocation Preferences
		Travel Preferences
		Career Profile
		Talent Profile/Skills
		Mentors and Connections
	Calibration	Calibration is Specifically Excluded
	Modifiable Business Processes	Start Performance Review
		Complete Self Evaluation for Performance Review
		Complete Manager Evaluation for Performance Review
		Give Feedback
		Assess Potential
		Manage Mentorship
		Manage Succession Plan
		Manage Competencies
		Manage Interests
	Data Conversion	No Goal History
		No Transactional History
		No Prior Performance Reviews

Product	Description	Scope
Scheduling	Product Scope	Customer is on Workday HCM.
	Regions	The Countries in scope are United States
		Up to one (1) time zones in scope.
	Worker Count	Up to two thousand (2,000) workers in scope
	Organizations	A re-organization of the Supervisory Organization structure, and/or Custom Organization structure is not in scope for this deployment.
	Eligibility	There are 1 Schedule Tag Types in scope for this deployment.
	Business Processes	Workers will not track their availability in Workday.
		Workers will not track their Preferences in Workday.
		Workers will not leverage the Open Shift/Take Back Shift/Cover Shift and/or Swap Shift Business Processes.
	User Experience	Employee Self service is in scope.
		Manager Self Service is in scope.
	Mobile	Workday Mobile is in scope.
	Data Conversion	Worker Availability will not be loaded prior to Go Live.
		Worker Preferences will not be loaded prior to Go Live.
		Worker Overrides will not be loaded prior to Go Live.