

## CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Technology Services

**DATE:** March 21, 2017

**REQUESTED ACTION:**

To approve the dollar amounts and authorize the County Manager to approve and sign the contracts from our two vendors: Workday and Sierra-Cedar, Inc.

Consent  Hearing  County Manager

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**BACKGROUND**

This request is to approve and sign the documents for the new enterprise resources platform in the amount of \$ 3,478,355 for Workday and the amount of \$3,227,000 for Sierra-Cedar, the implementer. The budgets for this project have been approved in prior budget periods starting in the December 2015 readopt, in the 2016 final supplemental, and finally in the 2017-2018 budget cycle.

The following Workday documents to approve includes: Workday Master Services Agreement and multiple Master Subscription Agreements. These documents are for the initial 5 years with addendum for another 5 years. The Implementer's documents, Sierra-Cedar, include their Master Services Agreement and their Statement of Work, which is for the current biennium 2017-2018. The already approved budget amounts covers implementation and the subscription for the biennium 2017-2018.

For the past year, the County has actively prepared for the end of life of its current financial reporting system. Staff has documented our existing business processes and worked through a complex process of evaluating and selecting the preferred platform and implementer for the county's next Enterprise Resource Planning & Financial platform for the County. We have worked closely with the two vendors in preparing a statement of work to ensure and achieve a smooth and successful implementation of this project

Workday's product, which is Software as a Service (SaaS) platform, ensuring the County will be using the latest technologies, utilizing a configuration based system, and have more integrated modules and features then in the past. This platform will allow the County to more easily improve our business processes, work flow's, and practices.

The latest platform includes functionality for Human Capital Management, Payroll, Financial Management, Planning, Recruiting, Projects and Grants, Procurement, Business process work flows based on business best practices, improved and expanded self-service for employees and managers. The Workday platform is available via an internet connection and a web browser, which includes mobile, tablets, and PC's. The Workday suite has greater flexibility and agility to make improvements/changes, intuitive real time reporting and analytics, and is a very user friendly.

Other real benefits provided by Workday that end-users may not see, but are very valuable to the County include back-ups and recovery, disaster recovery, physical security and auditing, system maintenance, up-time, and redundancy. These features are all included by the vendor.

**COUNCIL POLICY IMPLICATIONS**

None

**ADMINISTRATIVE POLICY IMPLICATIONS**

None

**COMMUNITY OUTREACH**

None

**BUDGET IMPLICATIONS**

| YES | NO |  |
|-----|----|--|
| X   |    | Action falls within existing budget capacity.  |
|     |    | Action falls within existing budget capacity but requires a change of purpose within existing appropriation  |
|     |    | Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager. |

**BUDGET DETAILS**

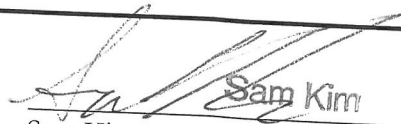
|                          |                                |
|--------------------------|--------------------------------|
| Local Fund Dollar Amount | \$6,705,355                    |
| Grant Fund Dollar Amount |                                |
| Account                  | 3194 - Technology Reserve Fund |
| Company Name             |                                |

**DISTRIBUTION:**

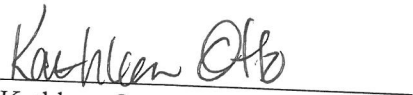
Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>



Mark Gassaway  
Finance Director



Sam Kim  
Chief Information Officer



Kathleen Otto  
Human Resource Director

**APPROVED:** \_\_\_\_\_  
**CLARK COUNTY, WASHINGTON**  
**BOARD OF COUNTY COUNCILORS**

**APPROVED:** \_\_\_\_\_  
**Mark McCauley,**  
**County Manager**

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

SR# \_\_\_\_\_

## BUDGET IMPACT ATTACHMENT

### Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information.

### Part II: Estimated Revenues

| Fund #/Title | Current Biennium |       | Next Biennium |       | Second Biennium |       |
|--------------|------------------|-------|---------------|-------|-----------------|-------|
|              | GF               | Total | GF            | Total | GF              | Total |
|              |                  |       |               |       |                 |       |
|              |                  |       |               |       |                 |       |
|              |                  |       |               |       |                 |       |
| <b>Total</b> |                  |       |               |       |                 |       |

II. A – Describe the type of revenue (grant, fees, etc.)

### Part III: Estimated Expenditures

III. A – Expenditures summed up

| Fund #/Title              | FTE's | Current Biennium |             | Next Biennium |             | Second Biennium |           |
|---------------------------|-------|------------------|-------------|---------------|-------------|-----------------|-----------|
|                           |       | GF               | Total       | GF            | Total       | GF              | Total     |
| 3194 – Technology Reserve |       |                  | \$4,457,355 |               | \$1,499,000 |                 | \$749,000 |
|                           |       |                  |             |               |             |                 |           |
|                           |       |                  |             |               |             |                 |           |
| <b>Total</b>              |       |                  | \$4,457,355 |               | \$1,499,000 |                 | \$749,000 |

III. B – Expenditure by object category

| Fund #/Title         | Current Biennium |             | Next Biennium |             | Second Biennium |           |
|----------------------|------------------|-------------|---------------|-------------|-----------------|-----------|
|                      | GF               | Total       | GF            | Total       | GF              | Total     |
| Salary/Benefits      |                  |             |               |             |                 |           |
| Contractual          |                  | \$4,457,355 |               | \$1,499,000 |                 | \$749,000 |
| Supplies             |                  |             |               |             |                 |           |
| Travel               |                  |             |               |             |                 |           |
| Other controllables  |                  |             |               |             |                 |           |
| Capital Outlays      |                  |             |               |             |                 |           |
| Inter-fund Transfers |                  |             |               |             |                 |           |
| Debt Service         |                  |             |               |             |                 |           |
| <b>Total</b>         |                  | \$4,457,355 |               | \$1,499,000 |                 | \$749,000 |

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## Master Subscription Agreement

This Master Subscription Agreement, effective as of the later of the dates beneath the parties' signatures below ("**Effective Date**"), is by and between **Workday, Inc. ("Workday")** a Delaware corporation with offices at 6230 Stoneridge Mall Road, Pleasanton, CA 94588 and **Clark County**, a municipal corporation of the State of Washington with offices at 1300 Franklin Street, Vancouver WA 98660 ("Customer," "Clark County," or the "County"). As Workday provides a subscription Service to which Customer intends to subscribe, this Agreement establishes the business relationship and allocation of responsibilities regarding the Service and the parties therefore agree as follows:

**RECITALS:** The City and County of Denver, acting by and through the Department of General Services, Purchasing Division issued a Request for Proposal, RFP No. 7241 (the "RFP"), on November 24, 2014 for the purpose of entering into master contracts for the purchase or licensing of ERP Financials/Human Resource Management Software, Support and Implementation Services. The City and County of Denver evaluated all properly submitted Proposals to the RFP and identified Workday as the selected vendor for the ERP Financials/Human Resource Management Software. The County has determined that piggybacking off of Workday's contract with the City and County of Denver and entering into this Agreement with Workday, will meet Clark County's needs and will be in Clark County's best interest.

NOW THEREFORE, Clark County enters into this Contract with Workday the terms and conditions of which shall govern Workday providing to Clark County the Services as described herein. This Contract is not for personal use.

IN CONSIDERATION of the mutual promises as hereinafter set forth, the parties agree as follows.

### 1. Provision of Service.

**1.1 Workday Obligations.** During the Term of this Agreement, Workday shall make the Service available to Customer and its Authorized Parties in accordance with the Documentation, the SLA and pursuant to the terms of this Agreement. Workday shall not use Customer Data except to provide the Service, or to prevent or address service or technical problems, verify Service Improvements, in accordance with this Agreement and the Documentation, or in accordance with Customer's instructions and shall not disclose Customer Data to anyone other than Authorized Parties in accordance with this Agreement. Workday will provide service credits to Customer according to the *Workday SLA Service Credit Exhibit* attached hereto.

**1.2 Customer Obligations.** Customer may enable access of the Service for use only by Customer's Authorized Parties solely for the internal business purposes of Customer and its Affiliates in accordance with the Documentation and not for the benefit of any third parties. Customer is responsible for all Authorized Party use of the Service and compliance with this Agreement. Customer shall: (a) have sole responsibility for the accuracy, quality, and legality of all Customer Data; and (b) prevent unauthorized access to, or use of, the Service through login credentials issued to Authorized Parties, and notify Workday promptly of any such unauthorized access or use. Customer shall not: (i) use the Service in violation of applicable Laws; (ii) in connection with the Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (iii) send or store Malicious Code in connection with the Service; (iv) intentionally or negligently interfere with or disrupt performance of the Service or the data

contained therein; or (v) attempt to gain access to the Service or its related systems or networks in a manner not set forth in the Documentation. Customer shall designate a maximum number of named contacts as listed in the applicable Order Form to request and receive support services from Workday. Named Support Contacts must be trained on the Workday product(s) for which they initiate support requests. Without waiving any rights and immunities granted under Washington State law, Customer is responsible for the acts and omissions of all Authorized Parties and Customer Affiliates relating to this Agreement.

## 2. Fees.

**2.1 Invoices & Payment.** Fees for the Service will be invoiced to Customer in the United States in accordance with the relevant Order Form and payment will be remitted from the United States. Except as otherwise set forth in an Order Form, all fees due hereunder (except fees subject to good faith dispute) shall be due and payable within thirty (30) days of invoice date and are quoted and payable in United States dollars. Where an Order Form indicates a payment due date, invoices shall not be sent more than forty-five days in advance of the payment due date and payment shall not be due prior to the payment due date on the Order Form. Fees are based on Service rights acquired pursuant to an agreed upon Order Form and not actual usage. Unless a specific Order Form specifies otherwise for the Service ordered on that Order Form, there are no reimbursable expenses associated with the Service. Customer shall provide Workday with complete and accurate billing and contact information including a valid email address for receipt of invoices. Invoices shall include the contract number and clear identification of the Services to which the invoice applies. Upon Workday's request, Customer will make payments via wire or ACH/EFT.

**2.2 Non-cancelable & non-refundable.** Except as specifically set forth to the contrary under Section 6.2 "Warranty Remedies", Section 7.1 "Indemnification by Workday", Section 9.2 "Termination", Section 9.3 "Termination for Non-appropriation," Section 9.4, "Termination for Procurement Fraud," and under the SLA, all payment obligations under any and all Order Forms are non-cancelable and all payments made are non-refundable as set forth in more detail in Section 9.5.

**2.3 Overdue Payments.** Any payment not received from Customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at Workday's discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

**2.4 Non-Payment and Suspension of Service.** If Customer's account is more than thirty (30) days past due (except with respect to charges subject to a reasonable and good faith dispute), in addition to any other rights or remedies it may have under this Agreement or by law, Workday reserves the right to suspend the portion of the Service associated with the non-payment upon thirty (30) days written notice, without liability to Customer, until such amounts are paid in full.

**2.5 Taxes.** *This section applies only if Customer has not provided Workday with a tax exemption certificate authorized and honored by applicable taxing authorities that covers all Transaction Taxes.* All fees invoiced pursuant to this Agreement do not include any transaction taxes, which may include local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added taxes ("VAT"), excise, use, goods and services taxes ("GST/HST"), consumption taxes or similar taxes (collectively defined as "Transaction Taxes"). All fees invoiced pursuant to this Agreement are payable in full and without reduction for Transaction Taxes and/or foreign withholding



taxes (collectively defined as "Taxes"). Customer is responsible for paying all Taxes associated with Subscription Service Fees and all other fees due pursuant to this Agreement, excluding U.S. income taxes imposed on Workday. If Workday has a legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount shall be computed based on Customer's address listed in the first paragraph of this Agreement and invoiced to and paid by Customer, unless Customer provides Workday with a valid tax exemption certificate authorized by the appropriate taxing authority.

**2.6 Metric Verification.** Workday may periodically confirm the number of records on its hosted servers to verify that Customer is not exceeding its subscribed level of use.

**2.7 No Commitment for Future Purchases.** Notwithstanding any other provision of the Agreement or an Order Form, Customer has no obligation to exercise any optional renewal periods, or execute new Order Forms or make any payment not specifically described in an Order Form. Customer is obligated to pay for use in excess of its subscribed level of use as described on applicable Order Forms. With the exception of payment for use in excess of subscribed levels, any other service provided by Workday that is not the subject of a mutually executed Order Form is a service provided at Workday's risk and is not authorized under this Agreement.

### **3. Proprietary Rights.**

**3.1 Ownership and Reservation of Rights to Workday Intellectual Property.** Workday and its licensors own all right, title and interest in and to the Service, Documentation, and other Workday Intellectual Property Rights. Subject to the limited rights expressly granted hereunder, Workday reserves all rights, title and interest in and to the Service, and Documentation, including all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

**3.2 Grant of Rights.** Workday hereby grants Customer a non-exclusive, non-transferable, right to use the Service and Documentation, solely for the internal business purposes of Customer and Affiliates and solely during the Term, subject to the terms and conditions of this Agreement within scope of use defined in the relevant Order Form. The Service is provided in U.S. English. Workday has translated portions of the Service into other languages. Customer and its Authorized Parties may only use the translated portions of the Service for the number of languages listed in the applicable Order Form.

**3.3 Restrictions.** Customer shall not (i) modify or copy the Service or Documentation or create any derivative works based on the Service or Documentation; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Service or Documentation available to any third party, other than to Authorized Parties as permitted herein; (iii) reverse engineer or decompile any portion of the Service or Documentation, including but not limited to, any software utilized by Workday in the provision of the Service and Documentation, except to the extent required by Law; (iv) access the Service or Documentation in order to build any commercially available product or service; or (v) copy any features, functions, integrations, interfaces or graphics of the Service or Documentation. With respect to the restriction in (ii), the parties acknowledge that Customer may identify situations where another governmental entity in Washington State might be interested in utilizing the Service through Customer. The parties shall engage in good faith negotiations to determine whether such an interest can be accommodated and, if appropriate, shall enter into an amendment or separate agreement to accommodate such a situation.

**3.4 Ownership of Customer Data.** As between Workday and Customer, Customer owns its Customer Data.

**3.5 Customer Input.** Workday shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Service any Customer Input. Workday shall have no obligation to make Customer Input an Improvement. Customer shall have no obligation to provide Customer Input. Customer Input shall not include Customer Data.

**3.6 Aggregated Data Use.** Workday owns the aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and reports processed in the Service and the performance results for the Service (the "Aggregated Data"). Nothing herein shall be construed as prohibiting Workday from utilizing the Aggregated Data for purposes of operating Workday's business, provided that Workday's use of Aggregated Data will not reveal Personal Data to any third party.

#### **4. Confidentiality.**

**4.1 Confidentiality.** A party shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement except with the other party's prior written permission.

**4.2 Protection.** Each party agrees to protect the Confidential Information of the other party in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a reasonable standard of care.

**4.3 Compelled Disclosure.** A disclosure by one party of Confidential Information of the other party to the extent required by Law shall not be considered a breach of this Agreement, provided that:

(a) The party so compelled must notify the party who owns the Confidential Information in writing immediately upon receiving notice of such requirement and prior to any such disclosure;

(b) the compelled party will consult with the party who owns the Confidential Information regarding its response;

(c) the compelled party will cooperate with the reasonable requests of the party who owns the Confidential Information to intervene and quash or modify the legal order, demand, or request;

(d) provide a copy of its response to the other party; and

(e) in the case of a request for Workday's Confidential Information pursuant to Washington state public records laws, the County shall advise Workday of such request in order to give Workday the opportunity to seek an injunction to prohibit the disclosure of any of its Confidential Information. In the event of the filing of a lawsuit to compel such disclosure, the County will tender all such material to the court for judicial determination of the issue of disclosure and Workday agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. Workday further agrees to defend, indemnify and save and hold harmless the County, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Workday's intervention to protect and assert its claim of privilege against



disclosure under this Article including but not limited to, prompt reimbursement to the County of all reasonable third party attorney fees, costs and damages that the County may incur directly or may be ordered to pay by such court.

Notwithstanding the foregoing, Customer has an obligation to publish this Agreement and all Order Forms and Exhibits and can comply with such obligation without following the process in this Section 4.3.

**4.4 Remedies.** If a party discloses or uses (or threatens to disclose or use) any Confidential Information of the other party in breach of confidentiality protections hereunder, the other party shall have the right, in addition to any other remedies available, to injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies are inadequate.

**4.5 Exclusions.** Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the other party; (ii) was known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party; (iii) was independently developed by a party without breach of any obligation owed to the other party; or (iv) is received from a third party without breach of any obligation owed to the other party. Customer Data shall not be subject to the exclusions set forth in this Section.

## **5. Customer Data.**

**5.1 Protection and Security.** During the Term of this Agreement, Workday shall maintain a formal security program materially in accordance with industry standards that is designed to: (i) ensure the security and integrity of Customer Data; (ii) protect against threats or hazards to the security or integrity of Customer Data; and (iii) prevent unauthorized access to Customer Data. Such security program will conform to the *Workday Security Exhibit* attached hereto, and is further described in Workday's most recently completed Service Organization Control 1 (SOC1) and Service Organization Control 2 (SOC2) audit reports or industry-standard successor reports. The most recently completed, as of the Effective Date, SOC1 and SOC2 audit reports are referred to as the "Current Audit Reports". Each year, Workday will retain a nationally recognized public accounting firm to produce such an audit report relating to the Service at Workday's cost. In no event during the Term shall Workday materially diminish the protections provided by the controls set forth in Workday's Security Exhibit and the Current Audit Reports. Workday will promptly remediate any material deficiencies identified in the Current Audit Report. During the Term, Workday will maintain a current certification with the U.S. Department of Commerce under the U.S.-European Union and U.S.-Switzerland Safe Harbor Frameworks. The *Data Processing Exhibit* attached hereto will apply to the processing of Personal Data (as defined in the Data Processing Exhibit). Workday designs its Service to allow Customers to achieve differentiated configurations, enforce user access controls, and manage data categories that may be populated and/or made accessible on a country-by-country basis. Customer understands that its use of the Service and compliance with any terms hereunder does not constitute compliance with any Law. Customer understands that it has an independent duty to comply with any and all Laws applicable to it.

**5.2 Unauthorized Disclosure.** If either party believes that there has been a Security Breach, such party must notify the other party upon the earlier of forty-eight (48) hours after discovery or any time frame required by applicable law. Additionally, each party will reasonably assist the other party in mitigating or remediating any potential damage. Each party shall bear the costs of such remediation or mitigation to the extent the breach or security incident was caused by it, whether through direct action or breach of its responsibilities under this

Agreement. Remediation measures shall include the cost of providing notification to affected persons as required by Law and, for Security Breaches caused by Workday which expose information which could lead to credit fraud or identity theft, providing up to one year of credit monitoring service. As soon as reasonably practicable after any such Security Breach, upon Customer's request, Customer and Workday will consult in good faith regarding the root cause analysis and any remediation efforts.

## **6. Warranties & Disclaimers.**

**6.1 Warranties.** Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all Laws applicable to it related to data privacy, international communications and the transmission of technical or personal data. Workday warrants that during the Term (i) the Service shall perform materially in accordance with the Documentation; (ii) the functionality of the Service will not be materially decreased during the Term; and (iii) Workday will use commercially reasonable efforts to prevent the introduction of Malicious Code into the Service (except for any Malicious Code submitted by Customer or its Authorized Parties to the Service).

**6.2 Warranty Remedies.** For breach of the warranty set forth in Section 6.1 (i), (ii), or (iii): (a) Workday shall correct the non-conforming Service at no additional charge to Customer; or (b) in the event Workday is unable to correct such deficiencies after good-faith efforts, Workday shall refund Customer amounts paid that are attributable to the defective Service from the date Workday received such notice through the date of remedy, if any. To receive financial warranty remedies, Customer must promptly report deficiencies in writing to Workday, but no later than thirty (30) days of the first date the deficiency is identified by Customer. Notice of breaches of the warranty in Section 6.1(i) shall be made through Workday's then-current error reporting system; notices of breaches of any other warranty shall be made in writing to Workday in accordance with the Notice provisions of this Agreement. In the event that the deficiencies are not corrected by Workday and as a result, the non-conforming Service materially impacts the functionality of the Service to the Customer, Customer may choose to treat the failure to correct as a material breach pursuant to Section 9.2 of this Agreement. The remedies set forth in this subsection 6.2 shall be Customer's sole remedy and Workday's sole liability for breach of these warranties unless the breach of warranty constitutes a material breach of the Agreement and Customer elects to terminate the Agreement in accordance with section 9.2 (Termination).

**6.3 DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND/OR RELATED DOCUMENTATION. WORKDAY DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE SERVICE.

## **7. Indemnification.**

**7.1 Indemnification by Workday.** Workday shall defend, indemnify and hold Customer harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with claims, demands, suits, or proceedings ("**Claims**") made or brought against Customer by a third party: (i) alleging that the use of the



Service infringes a copyright, a patent, a trademark of a third party, a trade secret or other intellectual property or proprietary right of any third party; or (ii) for bodily injury or death or tangible property damage brought against Customer to the extent caused by the intentional or negligent acts of Workday's employees. Provided, however, that Customer: (a) promptly gives written notice of the Claim to Workday; (b) gives Workday sole control of the defense and settlement of the Claim (provided that Workday may not settle any Claim unless it unconditionally releases Customer of all liability); and (c) provides to Workday, at Workday's cost, all reasonable assistance. Workday shall not be required to indemnify Customer to the extent that the Claim arises from: (v) with respect to the indemnification in (ii) only, the intentional or negligent acts of Customer or its employees; (w) modification of the Service by Customer, its Employees, or Authorized Parties in conflict with Customer's obligations or as a result of any prohibited activity as set forth herein; (x) use of the Service in a manner inconsistent with the Documentation; (y) use of the Service in combination with any other product or service not provided by Workday which use gives rise to the Claim; or (z) use of the Service in a manner not otherwise contemplated by this Agreement. If Customer is enjoined from using the Service or Workday reasonably believes it will be enjoined, Workday shall have the right, at its sole option, to obtain for Customer the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Workday, then use of the Service may be terminated at the option of Workday and Workday's sole liability shall be to refund any prepaid fees for the Service that were to be provided after the effective date of termination.

## **8. Limitation of Liability.**

**8.1 Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO WORKDAY'S INDEMNIFICATION OBLIGATIONS, RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD AND/OR CUSTOMER'S PAYMENT OBLIGATIONS, AND/OR OBLIGATIONS UNDER SECTION 5.2, IN NO EVENT SHALL EITHER PARTY'S (OR WORKDAY'S THIRD PARTY LICENSORS') AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE SUBSCRIPTION FEES ACTUALLY PAID BY CUSTOMER IN CONSIDERATION FOR WORKDAY'S SERVICE DELIVERY DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE (OR, FOR A CLAIM ARISING BEFORE THE FIRST ANNIVERSARY OF THE EFFECTIVE DATE, THE AMOUNT PAID FOR THE FIRST TWELVE MONTH PERIOD).

**8.2 Exclusion of Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, COST OF DATA RECONSTRUCTION, COST OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. CUSTOMER'S PAYMENT OBLIGATIONS ARE DIRECT DAMAGES AND NOT LOST PROFITS.

## 9. Term & Termination.

**9.1 Term of Agreement and Subscription.** The Term of this Agreement commences on the Effective Date and continues until the stated term in all Order Forms has expired or has otherwise been terminated, unless otherwise extended pursuant to the written agreement of the parties. Subscriptions to the Service commence on the date, and are for a period, as set forth in the applicable Order Form.

**9.2 Termination.** Either party may terminate this Agreement: (i) upon thirty (30) days prior written notice to the other party of a material breach by the other party if such breach remains uncured at the expiration of such notice period; or (ii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon any termination by Customer pursuant to this section, Workday shall refund Customer any prepaid fees for the Service that were to be provided after the effective date of termination.

**9.3 Termination for Non-Appropriation.** Customer is a local governmental entity that relies on funding allocated at the state and local level to fund the Service in the Agreement. Customer intends to continue the Agreement for its entire term and to satisfy its obligations thereunder. For each succeeding fiscal period: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under the Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating the Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds will lawfully be appropriated to satisfy its obligations. If Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under the Agreement and has no other funding source lawfully available to it for such purpose Customer may terminate the Agreement by giving Workday not less than 30 days prior written notice. Upon termination Customer will remit all amounts due and all costs reasonably incurred by through the date of termination and, to the extent of lawfully available funds, through the end of the then current fiscal period. Upon request by Workday, Customer shall identify to Workday the extent to which funds have been allocated for individual Order Forms.

**9.4 Termination for Procurement Fraud.** In the event that Workday, its employees, or officers are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the procurement of this Agreement, Customer may terminate this Agreement upon written notice to Workday. Termination shall be effective upon receipt of notice.

**9.5 Effect of Termination.** Upon any termination of this Agreement, Customer shall, as of the date of such termination, immediately cease accessing and otherwise utilizing the applicable Service (except as permitted under the sections entitled "Retrieval of Customer Data" and "Transition Period before Final Termination") and Workday Confidential Information. Termination for any reason shall not relieve Customer of the obligation to pay any fees accrued or due and payable to Workday prior to the effective date of termination. Except in the case of a permitted termination for the reasons set forth in Section 2.2, and Section 7.1, or a termination by Customer pursuant to Section 9.2, and 9.3 termination for any reason entitles Workday to receive compensation reasonably expected to cover its costs expended in making the Service available to Customer. The parties recognize that due to Workday's shared infrastructure model, Workday does not account for operating costs on

a per-customer basis and a traditional cost accounting approach is not appropriate for determining compensation. Furthermore, Workday's pricing on Order Forms is based upon a multi-year subscription commitment because Workday's costs incurred in providing the service are incurred unequally over the term of the subscription. Workday does not offer single-year pricing for subscriptions. Accordingly, the parties agree to the following as liquidated damages, receipt of which shall be Workday's sole remedy for early termination of a subscription Order Form due to Customer's uncured breach (without limiting Workday's right to pursue other remedies for breaches of this Agreement unrelated to payment obligations): If such termination occurs during the first three (3) years of an applicable Order Form, Customer shall pay the remaining fees for the first three years of such Order Form; and if such termination occurs after conclusion of the first (3) years of an applicable Order Form, Customer shall not be relieved of its obligation to pay subscription fees for the year in which the termination occurred or be entitled to a refund of pre-paid subscription fees. Upon Workday's termination due to Customer's uncured material breach, claims for all future amounts due under all Order Forms shall be accelerated and become enforceable in a collections action without waiting until the date that the payment would have been due under the Order Form.

**9.6 Retrieval of Customer Data.** Upon request by Customer made within thirty (30) days after any expiration or termination of this Agreement, Workday will make Customer Data available to Customer through the Service on a limited basis solely for purposes of Customer retrieving Customer Data for a period of up to thirty (30) days after such request is received by Workday. After such thirty (30) day period, Workday will have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data by deletion of Customer's Tenant; provided, however, that Workday will not be required to remove copies of the Customer Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday will continue to protect the Customer Data in accordance with this Agreement. The foregoing deletion obligation will be subject to any retention obligations imposed on Workday by Law. Additionally, during the Term of the Agreement, Customers may extract Customer Data using Workday's standard web services.

**9.7 Transition Period before Final Termination.** Upon any termination of the Agreement, Workday shall, upon Customer's request, continue to provide the Service to Customer (except where Workday is enjoined) pursuant to the terms of this Agreement for a transitional period of up to six (6) months (the "Transition Period"). Access to the Service during the Transition Period will be subject to the fees set out in the applicable Order Form, prorated on a monthly basis and payable in advance, based on the annual fees charged to Customer for the Service during the twelve month period immediately preceding the termination date plus an additional five percent (5%). During the Transition Period, Workday will provide cooperation and assistance as Customer may reasonably request to support an orderly transition to another provider of similar software, services, or to Customer's internal operations. Such cooperation and assistance will be limited to consulting regarding the Workday Service and will be subject to a fee based on Workday's then-current rates for consulting services and such services will be set out in a professional services agreement between the parties. Notwithstanding the foregoing, in the event of termination of this Agreement by Workday for breach by Customer, Workday may withhold the provision of transition Services and condition further performance upon (i) payment of undisputed fees then owed, (ii) prepayment of fees for further Transition services, and (iii) receipt by Workday of an officer's certificate from Customer certifying ongoing compliance with the terms of this Agreement during the Transition Period.



**9.8 Dispute Resolution.** Prior to the initiation of any legal proceeding other than one for equitable relief as described in subsection (d) below, the parties shall first attempt to resolve their dispute informally, as follows:

(a) Within five (5) business days following the written request of a party, designated individual(s) from Workday and Customer shall meet to resolve such dispute.

(b) The representatives referred to in paragraph (a) shall meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of formal legal proceedings. The specified format for the discussions will be left to the discretion of the designated representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(c) If the representatives referred to in paragraph (a) above are unable to resolve the dispute within thirty (30) business days after the dispute is escalated to them, then either Party may escalate the dispute to the President of Workday and the Chief Information Officer and the Human Resource Director of Customer, for their review and resolution.

(d) The provisions of this Section 9.8 shall not be construed to prevent a party from instituting, and a party is authorized to institute, judicial or other proceedings either to (i) seek injunctive relief or (ii) avoid the expiration of any applicable legal or contractual limitations period.

**9.9 Surviving Provisions.** The following provisions of this Agreement shall not survive and will have no further force or effect following any termination or expiration of this Agreement: (i) subsection (i) of Section 1.1 "Provision of the Service"; (ii) Section 3.2 "Grant of Rights"; and (iii) any Order Form(s). All other provisions of this Agreement shall survive any termination or expiration of this Agreement.

**10. General Provisions.**

**10.1 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. Each party lacks the authority to bind the other on any contractual matters. Workday shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW for any work conducted under this Agreement.

**10.2 Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after first class mailing; or (iii) the second business day after sending by facsimile with telephonic confirmation of receipt. Notices to Workday shall be addressed to the attention of its General Counsel. Notices to Customer shall be addressed to

Chief Information Officer  
Clark County Technology Services Department  
1300 Franklin Street  
PO Box 5000  
Vancouver, WA 98666-5000

Each party may modify its recipient of notices by providing notice pursuant to this Agreement.

**10.3 Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

**10.4 Force Majeure.** Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Workday or Customer employees, respectively), and/or, where Workday is in compliance with its security and backup obligations under this Agreement, computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused with an equal extension of the Service.

**10.5 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms) without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets so long as the assignee agrees to be bound by all of the terms of this Agreement and all past due fees are paid in full. In no event shall Customer have the right to assign this Agreement to a direct Competitor of Workday. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**10.6 Governing Law; Waiver of Jury Trial.** This Agreement shall be governed exclusively by the internal laws of the State of Washington, without regard to its conflicts of laws rules. Venue for any legal action relating to the Agreement will be in Clark County, WA for any state actions and the Western District of Washington for Federal Court actions. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

**10.7 Export.** Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Service. Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (i) is located in a country that is subject to a U.S. government embargo; (ii) is listed on any U.S. government list of prohibited or restricted parties; or (iii) is engaged in activities directly or indirectly related to the proliferation of weapons of mass destruction.

**10.8 Federal Government End Use Provisions (if applicable).** Workday provides the Service, including related software and technology, for federal government end use solely in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily

provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202.3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a “need for” right not conveyed under these terms, it must negotiate with Workday to determine whether there are acceptable terms for transferring additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the parties in order to convey such rights beyond those set forth herein.

**10.9 Audit Financial Billing.** During the Term of this Agreement and for up to three (3) years thereafter, but not more frequently than once per year, Workday shall make available to Customer or its chosen independent third party auditor, including the Washington State Auditors Office, or his or her representatives, for examination only those financial books, records, and files of Workday that are necessary for Customer to verify Workday’s charges for the Service provided under any Order Form(s) issued hereunder. Workday shall maintain complete and accurate records as is reasonably necessary to substantiate such charges. Customer shall provide Workday with reasonable notice prior to conducting such financial audit and the parties shall mutually agree upon the timing of such financial audit which shall be conducted in a manner that is not disruptive to Workday’s business operations. Customer will pay for all costs related to such audits. Such right shall not extend to or require on-site audits of Workday’s operations or third party hosting facilities, disclosure of any confidential information of any other Workday customer, or Workday’s payroll records or other financial records not related to Service fees invoiced to Customer.

**10.10 Insurance.** Workday will maintain during the entire Term of this Agreement, at its own expense, the types of insurance coverage specified below, on standard policy forms and with insurance companies with at least an A.M. Best Rating of A- VII authorized to do business in the jurisdictions where the Workday Services are to be performed.

(a) Workers’ Compensation insurance prescribed by applicable local law and Employers Liability insurance with limits not less than \$1,000,000 per accident/per employee.

(b) Business Automobile Liability covering all vehicles that Workday owns, hires or leases with a limit of no less than \$1,000,000 (combined single limit for bodily injury and property damage) for each accident.

(c) Commercial General Liability insurance including Contractual Liability Coverage, with coverage for products liability, completed operations, property damage and bodily injury, including death, with an aggregate limit of no less than \$2,000,000. This policy shall name Customer as an additional insured with respect to the provision of services provided under this Agreement.

(d) Technology Professional Liability Errors & Omissions policy (which includes Cyber Risk coverage and Computer Security and Privacy Liability coverage) with a limit of no less than \$1,000,000 per occurrence and in the aggregate.

(e) **Commercial Crime including Client Coverage:** Workday shall maintain \$1,000,000 in commercial crime coverage. Coverage shall include theft of City’s money, securities or valuable property by Workday’s employees, including any extended definition of employee. Policy shall include Client Coverage.



(f) **Additional Insureds:** For Commercial General Liability, Workday shall name Clark County, WA, its elected and appointed officials, employees and volunteers as additional insured.

Upon Customer's request, Workday agrees to deliver to Customer a certificate(s) of insurance evidencing the coverage specified in this Section. Such certificate(s) will contain a thirty (30) day prior notice of cancellation provision. Workday will be solely responsible for any deductible or self-insurance retentions. Such insurance coverage will be primary and any other valid insurance existing will be in excess of such primary insurance policies. The required insurance coverage and limits of liability set forth above shall not be construed as a limitation or waiver of any potential liability of satisfaction of any indemnification/hold harmless obligation of Workday.

### **10.13 Conflict of Interest.**

No employee of Customer shall have any personal or beneficial interest in the services described in the Agreement. The parties understand that Workday's stock is traded on public markets and Workday has no ability to prevent Customer's employees from purchasing stock; such purchase shall not be considered Workday's violation of this section. The parties acknowledge that Customer's employees are subject to a Human Resources Policy Manual which, among other things, includes a policy of ethical conduct and a prohibition of outside employment which could constitute a conflict of interest or the appearance of one. Workday shall not intentionally seek to induce Customer's Employees to violate those policies. The parties shall utilize the dispute resolution mechanism of this Agreement to resolve or mitigate any situation that occurs after the execution of this Agreement which appears to create, or has the potential to create, a conflict of interest.

**10.14 NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement that occurs within Clark County, WA, Workday may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability.

**10.15 Use by other Entities.** The parties agree that other public entities, including state agencies, local governments, local school systems, courts, and public institutions of higher education may utilize the terms of this Agreement to purchase services from Workday separate from the Customer. The parties understand that pricing is specific to utilization metrics and the choice of Workday Service components and that other entities will not necessarily pay the same price as Customer. Any such other entity shall be responsible for complying with its relevant procurement rules and regulations. Customer will in no way whatsoever incur any liability to Workday, such entities, or others in relation to specifications, delivery, payment, or any other aspect of actions or omissions by such entities. An entity wishing to utilize this Agreement will execute its own Order Form which references this Agreement and incorporates it by reference or may, at its option, choose to have a copy of this Agreement executed in its own name.

**10.16 Publicity.** Except as set forth herein, Workday shall not use Customer's name, logos or trademarks, without the prior written consent of Customer, in any written press releases, advertisements and/or marketing materials. Notwithstanding the foregoing, Workday may use Customer's name and logo in lists of customers and on its website, including, but not limited to, Workday's community portal; however, such usage shall not be classified as an advertisement but only identification as an entity who receives the Service from Workday. For

the avoidance of doubt, this section does not prohibit Workday from referencing Customer's name in a verbal format.

**10.17 Miscellaneous.** This Agreement, including all exhibits and addenda hereto and the Master Agreement and all Order Forms, constitutes the entire agreement between the parties with respect to the subject matter hereof This Agreement and the Master Agreement together supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. This Agreement may be executed in counterparts, which taken together shall form one binding legal instrument. The parties hereby consent to the use of electronic signatures in connection with the execution of this agreement, and further agree that electronic signatures to this agreement shall be legally binding with the same force and effect as manually executed signatures, provided that such signatures must be made using a technology designed for electronic signatures and a mere email which appears to state consent to an agreement or action shall not be considered an electronic signature. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

#### 11. Definitions.

**"Affiliate"** means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. In the case of Customer, "Affiliate" also means any special district or local government entity within Clark County Washington to which Customer provides payroll, financial, or human resources services. For purposes of this definition, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**"Agreement"** means this Master Subscription Agreement, including the Workday Production Support and Service Level Availability Policy (as may be updated from time to time), any exhibits or attachments hereto, and any fully executed Order Form.

**"Authorized Parties"** means Customer's Employees and third party providers authorized to access Customer's Tenants and/or to receive Customer Data by Customer (i) in writing, (ii) through the Service's security designation, or (iii) by system integration or other data exchange process.

**"Competitor"** means any entity that may be reasonably construed as offering competitive functionality or services to those offered by Workday. If the parties cannot agree on whether an entity is a Competitor, then the opinion of three (3) financial analysts with adequate knowledge of the human resources and/or financials software and services industry (chosen by mutual agreement of the parties) commissioned at Workday's sole expense, shall determine such.

**"Confidential Information"** means (a) any software utilized by Workday in the provision of the Service and its respective source code; (b) Customer Data; (c) each party's business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary; and (d) the terms, conditions, and pricing of this Agreement (but not its existence or parties). Section 4.3 includes a provision to allow Customer to comply with the Washington State public records act and with its obligation to publish contracts through a public posting process.

**"Customer Data"** means the electronic data or information submitted by Customer or Authorized Parties to the Service.

**"Customer Input"** means suggestions, enhancement requests, recommendations or other feedback provided by Customer, its Employees and Authorized Parties relating to the operation or functionality of the Service.

**"Documentation"** means Workday's electronic and hardcopy user guide for the Service, which may be updated by Workday from time to time.

**"Employee"** or **"Worker"** means, for purposes of this Agreement only, employees, students, consultants, contingent workers, independent contractors, and retirees of Customer and its Affiliates whose active business record(s) are or may be managed by the Service and for which a subscription to the Service has been purchased pursuant to an Order Form. The number of permitted Employees will be as set forth in the applicable Order Form. Information related to former employees, students, consultants, contingent workers, independent contractors and retirees in the form of static, historical records may be maintained in the system but shall be excluded from the calculation of Employees unless self-service access to the record through the Service is provided to the individual.

**"Improvements"** means all improvements, updates, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the Service and Documentation, as developed by Workday and made generally available for Production use without a separate charge to Customers.

**"Intellectual Property Rights"** means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

**"Law"** means any local, state, national and/or foreign law, treaties, and/or regulations applicable to a respective party.

**"Malicious Code"** means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

**"Order Form"** means the separate ordering documents under which Customer subscribes to the Workday Service pursuant to this Agreement that have been fully executed by the parties.



**“Personal Data”** means any information that is related to an identified or identifiable individual and has been provided by Customer or its Affiliates as Customer Data within the Workday Service to enable Workday to Process the data on its behalf.

**“Production”** means the Customer’s or an Employee’s use of or Workday’s written verification of the availability of the Service (i) to administer Employees; (ii) to generate data for Customer’s books/records; or (iii) in any decision support capacity.

**“Security Breach”** means (i) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Customer Data; provided that an incidental disclosure of Customer Data to an Authorized Party or Workday, or incidental access to Customer Data by an Authorized Party or Workday, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a “Security Breach” for purposes of this definition, unless such incidental disclosure or incidental access triggers a notification obligation under any applicable Law and (ii) any security breach (or substantially similar term) as defined by applicable Law.

**"Service"** means Workday’s software-as-a-service applications as described in the Documentation and subscribed to under an Order Form.

**“SLA”** means the *Workday Production Support and Service Level Availability Policy*, which may be updated by Workday from time to time.

**"Tenant"** means a unique instance of the Service, with a separate set of customer data held by Workday in a logically separated database (i.e., a database segregated through password-controlled access).

**“Term”** has the meaning set forth in Section 9.1.



IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement.

**Customer Name**

**Workday, Inc.**

|                      |                      |
|----------------------|----------------------|
| _____<br>Signature   | _____<br>Signature   |
| _____<br>Name        | _____<br>Name        |
| _____<br>Title       | _____<br>Title       |
| _____<br>Date Signed | _____<br>Date Signed |

Approved as to Legal Form by:

*Paula Goldman*  
Paula Goldman (Mar 9, 2017)

### WORKDAY SLA SERVICE CREDIT EXHIBIT

In the event of a failure by Workday to meet the Service Availability and Service Response minimums as set forth in the SLA, as Customer's sole and exclusive remedy, at Customer's request, Workday shall provide service credits in accordance with the following:

- a. First month of missed availability or response minimum: The parties shall meet to discuss possible corrective actions
- b. Second consecutive month: 10% of the Subscription Fee paid for the applicable month for the affected Service application
- c. Third consecutive month: 20% of the Subscription Fee paid for the applicable month for the affected Service application
- d. Fourth consecutive month: 30% of the Subscription Fee paid for the applicable month for the affected Service application
- e. Fifth consecutive month: 40% of the Subscription Fee paid for the applicable month for the affected Service application
- f. Sixth consecutive month: 50% of the Subscription Fee paid for the applicable month for the affected Service application
- g. More than six consecutive months: Within thirty (30) days of such failure Customer shall have the option to terminate the entire Agreement and upon such termination Customer shall receive a refund of all prepaid subscription fees that are unearned as of the date such termination is effective.
- h. If more than one of the above (a through g) is triggered, Customer will be eligible for the greater amount for the applicable month only. Credits shall be deducted from subsequent invoices for subscription fees or other fees or, upon expiration or termination of the Agreement, paid to Customer directly.

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## Workday Production Support and Service Level Availability Policy (SLA)

Workday’s Software as a Service (“Service”) is based on a multi-tenanted operating model that applies common, consistent management practices for all customers using the service. This common operating model allows Workday to provide the high level of service reflected in our business agreements. This document communicates Workday’s Production Support and Service Level Availability Policy (“SLA”) with its customers. Capitalized terms, unless otherwise defined herein, shall have the same meaning as in the Master Subscription Agreement.

### 1. Technical Assistance Terms:

Workday will provide Customer with 24x7x365 technical assistance in accordance with this SLA.

### 2. Service Availability:

Workday’s Service Availability commitment for a given calendar month is 99.5%.

Service Availability is calculated per month as follows:

$$\left( \frac{\text{Total} - \text{Unplanned Outage} - \text{Planned Maintenance}}{\text{Total} - \text{Planned Maintenance}} \right) \times 100 \geq 99.5\%$$

#### Definitions:

- **Total** is the total minutes in the month
- **Unplanned Outage** is total minutes unavailable in the month outside of the Planned Maintenance window
- **Planned Maintenance** is total minutes of planned maintenance in the month.

Currently, Planned Maintenance is four (4) hours for weekly maintenance, plus four (4) hours for monthly maintenance, plus four (4) hours for quarterly maintenance. Workday’s current weekly maintenance begins at 2:00 am (Eastern) on Saturday; monthly maintenance begins at 6:00 am (Eastern) on Saturday; and quarterly maintenance begins at 10:00 am (Eastern) on Saturday. All times are subject to change upon thirty (30) days’ notice.

If actual maintenance exceeds the time allotted for Planned Maintenance it is considered an Unplanned Outage. If actual maintenance is less than time allotted for Planned Maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month.

The measurement point for Service Availability is the availability of the Workday production tenants at the Workday production data center’s internet connection points. Customer may request an availability report not more than once per month via the Customer Center (the Workday case management system).

### 3. Workday Feature Release and Service Update Process:

Periodically, Workday introduces new features in the Workday Service with enhanced functionality across Workday applications. Features and functionality will be made available as part of a major feature release (“Feature Release”) or as part of weekly service updates (“Service Updates”). Feature Releases will take place approximately twice per year. The frequency of Feature Release availability may be increased or decreased by Workday at Workday’s discretion. Specific information and timelines for Feature Releases and Service Updates can be found on the Workday Community (<https://community.workday.com>). Feature Releases will be performed during a weekend within any Planned Maintenance.

### 4. Service Response:

Workday’s Service Response commitment is: (i) not less than 50% of (online) transactions in two (2) seconds or less and (ii) not more than 10% in five (5) seconds or more. Service Response is the processing time of the Workday production tenants





## Workday Production Support and Service Level Availability Policy (SLA)

in the Workday production data center to complete transactions submitted from a web browser. This Service Response commitment excludes requests submitted via Workday Web Services.

The time required to complete the request will be measured from the point in time when the request has been fully received by the encryption endpoint in the Workday Production data center, until such time as the response begins to be returned for transmission to Customer. Customer may request a response time report not more than once per month via the Customer Center.

### 5. Disaster Recovery:

Workday will maintain a disaster recovery plan for the Workday production tenants in conformance with Workday's most current Disaster Recovery Summary, the current version of which can be viewed on the Workday Community. Workday commits to a recovery time objective of twelve (12) hours - measured from the time that the Workday production tenant becomes unavailable until it is available again. Workday commits to a recovery point objective of one (1) hour - measured from the time that the first transaction is lost until the Workday production tenant becomes unavailable.

Workday will test the disaster recovery plan once every six months, and will make available a written summary of the results of the most recent test available to Customers in Workday Community.

### 6. Case Submittal and Reporting:

Customer's Named Support Contacts may submit cases to Workday Support via the Customer Center. Named Support Contacts must be trained on the Workday product(s) for which they initiate support requests. Each case will be assigned a unique case number. Workday will respond to each case in accordance with this SLA and will work diligently toward resolution of the issue taking into consideration its severity and impact on the Customer's business operations. Actual resolution time will depend on the nature of the case and the resolution itself. A resolution may consist of a fix, workaround, delivery of information or other reasonable solution to the issue. Case reporting is available on demand via the Customer Center.

### 7. Severity Level Determination:

Customer shall reasonably self-diagnose each support issue and recommend to Workday an appropriate Severity Level designation. Workday shall validate Customer's Severity Level designation, or notify Customer of a proposed change in the Severity Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the support issue in accordance with the Workday Severity Level designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

### 8. Support Issue Production Severity Levels - Response and Escalation:

Response Time is the period from the time when the Customer logs the Production case in the Customer Center until Workday responds to Customer and/or escalation within Workday, if appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments.

#### Severity Level 1:

- **Definition:** The Workday Service is unavailable or a Workday issue prevents timely payroll processing, tax payments, entry into time tracking and/or financial closing (month-end, quarter-end or year-end).
- **Workday Response Commitment:** Workday will respond within one (1) hour of receipt of case.
- **Resolution:** Workday will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.



## Workday Production Support and Service Level Availability Policy (SLA)

- **Escalation:** If the problem has not been resolved within one (1) hour, Workday will escalate the problem to the appropriate Workday organization. The escalated problem will have higher priority than ongoing support, development or operations initiatives.
- **Customer Response Commitment:** Customer shall remain accessible by phone for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.

### Severity Level 2:

- **Definition:** The Workday Service contains a bug that prevents Customer from executing one or more critical business processes with a significant impact and no workaround exists.
- **Workday Response Commitment:** Workday will respond within one (1) hour of receipt of case.
- **Resolution:** Workday will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
- **Escalation:** If the problem has not been resolved within four (4) hours, Customer may request that Workday escalate the problem to the appropriate Workday organization where the escalated problem will have higher priority than ongoing development or operations initiatives.
- **Customer Response Commitment:** Customer shall remain accessible by phone for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.

### Severity Level 3:

- **Definition:** The Workday Service contains a bug that prevents Customer from executing one or more important business processes. A workaround exists but is not optimal.
- **Workday Response Commitment:** Workday will respond within four (4) hours of receipt of case.
- **Resolution:** If resolution requires a Workday bug fix, Workday will add the bug fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
- **Escalation:** If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization
- **Customer Response Commitment:** Customer will respond to Workday requests for additional information and implement recommended solutions in a timely manner.

### Severity Level 4:

- **Definition:** The Workday Service contains an issue that may disrupt important business processes where a workaround is available or functionality is not imperative to Customer's business operations.
- **Workday Response Commitment:** Workday will respond within twenty-four (24) hours of receipt of case.
- **Resolution:** If resolution requires a Workday bug fix, Workday will add the bug fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
- **Escalation:** Customer may request that Workday escalate the problem to the appropriate Workday organization.



## Workday Production Support and Service Level Availability Policy (SLA)

- **Customer Response Commitment:** Customer will respond to Workday requests for additional information and implement recommended solutions in a timely manner.

### Severity Level 5: (Including Customer Care and Operations Requests):

- **Definition:** Non-system issues such as Named Support Contact change, requests for SLA reports or business documents, etc. Questions about configuration and functionality should be addressed to the Workday Community. If necessary to open a Support case requesting assistance, Severity 5 should be used.
- **Workday Response Commitment:** Workday will respond within twenty-four (24) hours of receipt of case.
- **Resolution Commitment:** Workday will respond to request. Customer will be notified of status changes.
- **Escalation:** Customer may request that Workday escalate the problem to the appropriate Workday organization.
- **Customer Commitment:** Customer will respond to Workday requests for additional information in a timely manner.

### 9. Workday Support Scope:

Workday will support functionality that is delivered by Workday as part of the Service. For all other functionality, and/or issues or errors in the Workday Service caused by issues, errors and/or changes in Customer's information systems and/or third party products or services, Workday may assist Customer and its third party providers in diagnosing and resolving issues or errors but Customer acknowledges that these matters are outside of Workday's support obligations. Service Level failures attributable to (i) Customer's acts or omissions; and (ii) Force Majeure events shall be excused.

### 10. Workday Web Services API Support:

Workday recommends using the most recent version of the Workday Web Services (WWS) APIs in order to receive optimum performance and stability. Prior versions of WWS APIs are updated to support backward-compatibility for all prior versions of WWS APIs that have not reached an end-of-life status. End-of-life announcements will be made not less than eighteen (18) months before the end-of-life of each WWS API. All announcements surrounding the WWS APIs will be communicated through Workday Community.

Backward compatibility means that an integration created to work with a given WWS API version will continue to work with that same WWS API version even as Workday introduces new WWS API versions. With the exception of backward-compatibility updates, prior versions of WWS APIs are not enhanced.

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## Security Exhibit

Workday maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that are appropriate to (a) the size, scope and type of Workday's business; (b) the amount of resources available to Workday; (c) the type of information that Workday will store; and (d) the need for security and confidentiality of such information.

Workday's security program is designed to:

- Protect the confidentiality, integrity, and availability of Customer Data in Workday's possession or control or to which Workday has access;
- Protect against any anticipated threats or hazards to the confidentiality, integrity, and availability of Customer Data;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Customer Data;
- Protect against accidental loss or destruction of, or damage to, Customer Data; and
- Safeguard information as set forth in any local, state or federal regulations by which Workday may be regulated.

Without limiting the generality of the foregoing, Workday's security program includes:

1. **Security Awareness and Training.** A mandatory security awareness and training program for all members of Workday's workforce (including management), which includes:
  - a) Training on how to implement and comply with its Information Security Program;
  - b) Promoting a culture of security awareness through periodic communications from senior management with employees.
2. **Access Controls.** Policies, procedures, and logical controls:
  - a) To limit access to its information systems and the facility or facilities in which they are housed to properly authorized persons;
  - b) To prevent those workforce members and others who should not have access from obtaining access; and
  - c) To remove access in a timely basis in the event of a change in job responsibilities or job status.
3. **Physical and Environmental Security.** Controls that provide reasonable assurance that access to physical servers at the production data center is limited to properly authorized individuals and that environmental controls are established to detect, prevent and control destruction due to environmental extremes. These controls include:
  - a) Logging and monitoring of unauthorized access attempts to the data center by the data center security personnel;
  - b) Camera surveillance systems at critical internal and external entry points to the data center;
  - c) Systems that monitor and control the air temperature and humidity at appropriate levels for the computing equipment; and
  - d) Uninterruptible Power Supply (UPS) modules and backup generators that provide back-up power in the event of an electrical failure.
4. **Security Incident Procedures.** A security incident response plan that includes procedures to be followed in the event of any security breach of Customer Data or any security breach of any application or system directly associated with the accessing, processing, storage, communication or transmission of Customer Data. Such procedures include:
  - a) Roles and responsibilities: formation of an internal incident response team with a response leader;
  - b) Investigation: assessing the risk the incident poses and determining who may be affected;

Security Exhibit

- c) Communication: internal reporting as well as a notification process in the event of unauthorized disclosure of Customer Data in accordance with the Master Agreement;
  - d) Recordkeeping: keeping a permanent record of what was done and by whom to help in later analysis and possible legal action; and
  - e) Audit: conducting and documenting root cause analysis and remediation plan.
5. **Contingency Planning/Disaster Recovery.** Policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, pandemic flu, and natural disaster) that could damage Customer Data or production systems that contain Customer Data. Such procedures include:
- a) Data Backups: A policy for performing periodic backups of production file systems and databases according to a defined schedule;
  - b) Disaster Recovery: A formal disaster recovery plan for the production data center, including:
    - i) Requirements for the disaster plan to be tested on a regular basis, currently twice a year; and
    - ii) A documented executive summary of the Disaster Recovery testing, at least annually, which is available upon request to customers.
  - c) Business Continuity Plan: A formal process to address the framework by which an unplanned event might be managed in order to minimize the loss of vital resources.
6. **Audit Controls.** Hardware, software, and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic information, including appropriate logs and reports concerning these security requirements.
7. **Data Integrity.** Policies and procedures to ensure the confidentiality, integrity, and availability of Customer Data and protect it from disclosure, improper alteration, or destruction.
8. **Storage and Transmission Security.** Technical security measures to guard against unauthorized access to Customer Data that is being transmitted over a public electronic communications network or stored electronically. Such measures include requiring encryption of any Customer Data stored on desktops, laptops or other removable storage devices.
9. **Secure Disposal.** Policies and procedures regarding the disposal of tangible property containing Customer Data, taking into account available technology so that Customer Data cannot be practicably read or reconstructed.
10. **Assigned Security Responsibility.** Assigning responsibility for the development, implementation, and maintenance of its Information Security Program, including:
- a) Designating a security official with overall responsibility;
  - b) Defining security roles and responsibilities for individuals with security responsibilities; and
  - c) Designating a Security Council consisting of cross-functional management representatives to meet on a regular basis.
11. **Testing.** Regularly testing of the key controls, systems and procedures of its information security program to validate that they are properly implemented and effective in addressing the threats and risks identified. Such testing includes:
- a) Internal risk assessments;
  - b) ISO 27001 certification; and

## Security Exhibit

- c) SSAE Type II (or successor standard) audits twice annually.
12. **Monitoring.** Monitoring the network and production systems, including error logs on servers, disks and security events for any potential problems. Such monitoring includes:
- a) Reviewing changes affecting systems handling authentication, authorization, and auditing;
  - b) Reviewing privileged access to Workday production systems; and
  - c) Engaging third parties to perform network vulnerability assessments and penetration testing on a regular basis.
13. **Change and Configuration Management.** Maintaining policies and procedures for managing changes to production systems, applications, and databases. Such policies and procedures include:
- a) A process for documenting, testing and approving the promotion of changes into production;
  - b) A security patching process that requires patching systems in a timely manner based on a risk analysis; and
  - c) A process for Workday to utilize a third party to conduct web application level security assessments. These assessments generally include testing for:
    - i) Cross-site request forgery
    - ii) Improper input handling (e.g. cross-site scripting, SQL injection, XML injection, cross-site flashing)
    - iii) XML and SOAP attacks
    - iv) Weak session management
    - v) Data validation flaws and data model constraint inconsistencies
    - vi) Insufficient authentication
    - vii) Insufficient authorization
14. **Program Adjustments.** Workday monitors, evaluates, and adjusts, as appropriate, the security program in light of:
- a) Any relevant changes in technology and any internal or external threats to Workday or the Customer Data;
  - b) Security and data privacy regulations applicable to Workday; and
  - c) Workday's own changing business arrangements, such as mergers and acquisitions, alliances and joint ventures, outsourcing arrangements, and changes to information systems.

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**DATA PROCESSING EXHIBIT**

This Data Processing Exhibit (“DPE”) forms part of the Master Subscription Agreement between Workday and Customer (the “**Agreement**”) under which Workday provides the Workday Service to Customer.

**Designated Data Center Location:** United States

**1. Definitions**

Unless otherwise defined below, all capitalised terms have the meaning given to them in the Agreement and/or exhibits thereto.

“**Additional Products**” means products, services, and applications (whether made available by Workday or a third party) that are not part of the Service.

“**Affiliates**” has the same meaning as in the Agreement.

“**Contingent Worker**” for the purposes of this DPE only, means: (i) an individual (who is not a direct employee of Workday or a Workday Affiliate) that is directly engaged by Workday or a Workday Affiliate (not employed through another entity) to perform any of Workday’s obligations under the Agreement or this DPE; or (ii) an individual who is engaged by Workday or a Workday Affiliate to perform any of Workday’s obligations under the Agreement or DPE but employed through a staffing firm entity where such entity is in the business of providing staffing augmentation but does not undertake responsibility for the direct supervision of the individual. For the purpose of this DPE, Contingent Workers shall be treated like Workday employees and Workday shall be liable for the acts and omissions of any Contingent Workers to the same extent as if the acts or omissions were performed by Workday.

“**Customer**” has the same meaning as in the Agreement.

“**Customer Audit Program**” means Workday’s customer audit program where, subject to the then current terms of the program, Workday shall provide, and Workday customers shall pay for, an audit relating to the Service on an annual basis for each year specified in the relevant order under the program (“**Audit Program Order**”). At any time during the term of the Agreement, Customer may elect to execute an Audit Program Order.

“**Customer Data**” has the same meaning as in the Agreement.

“**Data Controller**” means the entity which alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

“**Data Processor**” means the entity which Processes Personal Data on behalf of the Data Controller.

“**Data Protection Directive**” means the Data Protection Directive 95/46/EC, or any successor legislation imposing equivalent obligations, including the General Data Protection Regulation (EU) 2016/679.

“**Data Protection Laws**” means all data protection laws applicable to the Processing of Personal Data under this DPE, including local, state, national and/or foreign laws, treaties, and/or regulations, laws of the European Union, the European Economic Area and implementations of the Data Protection Directive into national law.

“**Data Subject**” means the person to whom the Personal Data relates.

“**EEA**” means the European Economic Area.

“**Personal Data**” means any Customer Data that is related to an identified or identifiable person.

“**Processing or Process**” means any operation or set of operations concerning Personal Data, including the collection, recording, organization, storage, updating, modification, retrieval, consultation, use, dissemination by means of transmission, distribution or making available in any other form, merging, linking as well as blocking, erasure or destruction of Personal Data.

“**Service**” has the same meaning as in the Agreement.

**DATA PROCESSING EXHIBIT**

“**Subprocessor**” means a Workday Affiliate or third-party entity which is not a Contingent Worker engaged by Workday or a Workday Affiliate as a Data Processor. For the avoidance of doubt, a co-location data center facility with physical access to the hardware containing Customer Data is not a Subprocessor under this DPE provided that the co-location data center and its personnel are not provided access to the Customer Data stored on such hardware.

“**Valid Transfer Mechanism**” means a data transfer mechanism recognized by the European Commission as a legitimate basis for the transfer of Personal Data outside the EEA.

**2. Processing Personal Data**

**2.1 Scope and Role of the Parties.** This DPE applies to the Processing of Personal Data by Workday to provide the Service, as described in the Agreement. For the purposes of this DPE, Customer and its Affiliates are the Data Controller(s) and Workday is the Data Processor, Processing Personal Data on Customer’s behalf.

**2.2 Instructions for Processing.** Workday shall Process Personal Data in accordance with and only to the extent required by Customer’s instructions. The Agreement and this DPE are Customer’s instructions to Workday for Processing Personal Data in connection with the Service. Customer may provide additional instructions to Workday to the extent such instructions are consistent with the terms and scope of the Agreement and this DPE.

**2.3 Extra-Contractual Instructions.** If Customer’s additional instructions are not consistent with the terms or the scope of the Agreement and this DPE, they are considered “**Extra-Contractual Instructions.**” Customer agrees Workday is not obligated to perform Extra-Contractual Instructions. Customer further agrees Workday may require negotiation of additional terms and fees to perform Extra-Contractual Instructions.

**2.4 Relief from Liability.** Customer agrees that Workday shall be entitled to relief from liability in circumstances where a Data Subject makes a claim or complaint with regards to Workday’s actions to the extent that such actions directly result from following Customer’s instructions.

**2.5 Compliance with Laws.** Workday shall comply with all Data Protection Laws applicable to Workday in its role as a Data Processor Processing Personal Data. For the avoidance of doubt, Workday is not responsible for complying with Data Protection Laws applicable to Customer or Customer’s industry such as those not generally applicable to online service providers. Customer shall comply with all Data Protection Laws applicable to Customer as a Data Controller.

**3. Subprocessors**

**3.1 Use of Subprocessors.** Customer acknowledges and agrees that Workday and Workday Affiliates may engage Subprocessors to Process Personal Data. Any such Subprocessor will be permitted to Process Personal Data only to deliver the services Workday or the Workday Affiliate has retained them to provide, and will be prohibited from Processing Personal Data for any other purpose. Prior to giving any Subprocessor access to Personal Data, Workday or the Workday Affiliate shall ensure that such Subprocessor has entered into a written agreement requiring that the Subprocessor abide by terms no less protective than those provided in this DPE. Workday shall be liable for the acts and omissions of any Subprocessors to the same extent as if the acts or omissions were performed by Workday.

**3.2 Notification of New Subprocessors.** Workday makes available to Customer through Workday’s customer website a list of Subprocessors authorized to Process Personal Data (“**Subprocessor List**”) and provides Customer with a mechanism to obtain notice of any updates to the Subprocessor List. At least thirty (30) days prior to authorizing any new Subprocessor to Process Personal Data, Workday shall provide notice to Customer by updating the Subprocessor List. Upon Customer request, Workday will make available to Customer a summary of the data processing terms. For the avoidance of doubt, the data processing terms for Workday Affiliates are those set forth in this DPE.

**3.3 Subprocessor Objection Right.** To the extent Customer is established within the EEA or Switzerland, or where required by Data Protection Laws applicable to Customer, the terms of this Section **Error! Reference source not found.** shall apply. If Customer has reasonable grounds to object to Workday’s use of a new Subprocessor then Customer shall promptly, but in no case later than fourteen (14) days following Workday’s notification pursuant to Section 3.2 above, provide notice to Workday. Should Workday choose to retain the objected-to Subprocessor, Workday will notify the Customer at least fourteen (14) days before authorizing the Subprocessor to Process Personal Data and then the Customer may immediately discontinue using the relevant portion(s) of the Service and may terminate the relevant portion(s) of the Service within thirty (30) days. Upon any termination by Customer pursuant to this section, Workday shall refund



## DATA PROCESSING EXHIBIT

Customer any prepaid fees for the terminated portion(s) of the Service that were to be provided after the effective date of termination.

### 4. Data Center Location and Data Transfers

**4.1 Storage of Customer Data.** Customer Data will be housed in data centers located in the Designated Data Center Location set forth herein unless the parties otherwise expressly agree in writing.

**4.2 Access to Customer Data.** To provide the Service as described in the Agreement, Workday and its Subprocessors will only access Customer Data from (i) countries in the EEA, (ii) countries formally recognized by the European Commission as providing an adequate level of data protection (“**Adequate Countries**”) and (iii) the United States provided Workday makes available to Customer a Valid Transfer Mechanism. When Workday or its Subprocessors access Customer Data from outside the Designated Data Center Location for the purposes set forth above, Customer agrees that Customer Data may be temporarily stored in that country; however, Customer Data will also continue to be stored in a data center in the Designated Data Center Location.

**4.3 Privacy Shield.** Workday, Inc. is self-certified to the EU-U.S. Privacy Shield Framework maintained by the U.S. Department of Commerce (“**Privacy Shield**”) and complies with its requirements for handling, collecting and transferring Personal Data from covered jurisdictions to the United States in connection with the Service. Workday will remain certified for the term of the Agreement provided that the Privacy Shield is recognized as a Valid Transfer Mechanism.

**4.4 Additional Transfer Mechanisms.** If a data transfer mechanism Workday offers its customers is no longer recognized as a Valid Transfer Mechanism, and/or where Workday commits to a substitute or additional Valid Transfer Mechanism, Workday shall notify Customer of the Valid Transfer Mechanisms Workday is offering its customers through a communication to Workday’s general customer base, such as notification through Workday’s customer website.

### 5. Rights of Data Subjects

**5.1 Correction, Deletion or Blocking.** Workday will, as necessary to enable Customer to meet its obligations under applicable Data Protection Laws, either (i) provide Customer with the ability to correct, delete or block Personal Data within the Service; or (ii) make such corrections, deletions, or blockages on Customer’s behalf if such functionality is not available within the Service (with the choice between (i) and (ii) being at Workday’s discretion).

**5.2 Access to Personal Data.** To the extent information relating to a Data Subject is not accessible to Customer through the Service, Workday will, as necessary to enable Customer to meet its obligations under applicable Data Protection Laws, provide reasonable assistance to make such information available to Customer through the Workday support and Customer Audit Program.

**5.3 Handling of Data Subject Requests.** For the avoidance of doubt, Customer is responsible for responding to Data Subject requests for access, correction, deletion or blocking of that person’s Personal Data (“**Data Subject Request**”). If Workday receives a Data Subject Request, Workday shall promptly redirect the Data Subject to Customer.

**5.4 Data Portability.** During the term of the Agreement, Customer may extract Customer Data in accordance with the relevant provisions of the Agreement

### 6. Government Access Requests

Unless prohibited by applicable law or a legally-binding request of law enforcement, Workday shall promptly notify Customer of any request by government official, data protection supervisory authority or law enforcement authority for access to or seizure of Personal Data.

### 7. Workday Personnel

Workday shall take reasonable steps to require screening of its personnel who may have access to Personal Data, and shall require such personnel to receive appropriate training on their responsibilities and sign confidentiality agreements with Workday. Such confidentiality obligations shall survive the termination of employment.

## DATA PROCESSING EXHIBIT

### 8. Security

**8.1 Unauthorised Disclosure.** Workday shall promptly notify Customer of any unauthorised disclosure of Personal Data in accordance with the relevant provisions of the Agreement.

**8.2 Security Program.** Workday maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that are appropriate to (i) the size, scope and type of Workday's business; (ii) the amount of resources available to Workday; (iii) the type of information that Workday will store; and (iv) the need for security and confidentiality of such information. Workday's security program will be maintained in accordance with the Security Exhibit attached to the Agreement.

### 9. Audit

Customer agrees that, except as otherwise provided in this Section, Workday's then-current SOC 1 and SOC 2 audit reports (or comparable industry-standard successor reports) and/or Workday's ISO 27001 and ISO 27018 Certifications will be used to satisfy any audit or inspection requests by or on behalf of Customer, and Workday shall make such reports available to Customer. In the event that Customer, a regulator, or data protection authority requires additional information or an audit related to the Service, such information and/or audit shall be made available in accordance with Workday's Customer Audit Program.

### 10. Return and Deletion of Customer Data

Workday shall return and delete Customer Data in accordance with the relevant provisions of the Agreement.

### 11. Additional Products

Customer acknowledges that if it installs, uses, or enables Additional Products that interoperate with the Service but are not part of the Service itself, then by such actions Customer is instructing Workday to cause the Service to allow such Additional Products to access Personal Data as required for the interoperation of those Additional Products with the Service. Such separate Additional Products are not required to use the Service and may be restricted for use as determined by Customer's system administrator. This DPE does not apply to the Processing of Personal Data outside of the Service.

### 12. Additional European Terms

To the extent Customer has Data Subjects in the EEA or Switzerland, the terms in this Section will apply.

**12.1 Duration of Data Processing.** The duration of Processing Personal Data shall be for the term of the Agreement.

**12.2 Scope and Purpose of Data Processing.** The scope and purpose of Processing of Personal Data is to perform the Service, as described in this DPE and the Agreement.

### 13. General Provisions

**13.1 Customer Affiliates.** Customer is responsible for coordinating all communication with Workday on behalf of its Affiliates with regard to this DPE.

**13.2 Disclosure of DPE Terms.** Customer or its Affiliates may only disclose the terms of this DPE to a data protection regulatory authority to the extent required by law or regulatory authority, such as notifications or approvals. Furthermore, Customer shall take reasonable endeavours to ensure that data protection regulatory authorities do not make this DPE public, including:

- i. marking copies of this DPE as "Confidential and Commercially Sensitive";
- ii. requesting return of this DPE once the regulatory notification has been completed or approval granted; and
- iii. requesting prior notice and consultation before any disclosure of this DPE by the regulatory authority.

**DATA PROCESSING EXHIBIT**

**13.3 Termination.** The term of this DPE will end simultaneously and automatically with the termination of the Agreement, but Workday will continue to protect Personal Data in accordance with the terms of this DPE until all Personal Data is deleted from Workday's systems.

**13.4 Conflict.** This DPE is subject to the non-conflicting terms of the Agreement. With regard to the subject matter of this DPE, in the event of inconsistencies between the provisions of this DPE and the Agreement, the provisions of this DPE shall prevail with regard to the parties' data protection obligations.

**13.5 Customer Affiliate Enforcement.** Customer's Affiliates may enforce the terms of this DPE directly against Workday, subject to the following provisions:

- i. the Customer will bring any legal action, suit, claim or proceeding which that Affiliate would otherwise have if it were a party to the Agreement (each an "**Affiliate Claim**") directly against Workday on behalf of such Affiliate, unless if the applicable Data Protection Laws to which the relevant Affiliate is subject requires that the Affiliate itself bring or be party to such Affiliate Claim; and
- ii. for the purpose of any Affiliate Claim brought directly against Workday by Customer on behalf of such Affiliate in accordance with this Section, any losses suffered by the relevant Affiliate may be deemed to be losses suffered by Customer.

**13.6 Remedies.** Customer's remedies (including those of its Affiliates making an Affiliate Claim directly against Workday in accordance with Section 12.5 above) with respect to any breach by Workday of the terms of this DPE will be subject to any aggregate limitation of liability that applies to the Customer under the Agreement.

**13.7 Miscellaneous.** The section headings contained in this DPE are for reference purposes only and shall not in any way affect the meaning or interpretation of this DPE.

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**ORDER FORM # 00120163.0  
TO MASTER SUBSCRIPTION AGREEMENT ("MSA")**

|                               |  |
|-------------------------------|--|
| <b>Customer Name</b>          | Clark County   |
| <b>MSA Effective Date</b>     | See MSA executed herewith                                    |
| <b>Order Effective Date</b>   | The later of the dates beneath the parties' signatures below |
| <b>Order Term</b>             | March 21, 2017 through March 20, 2022                        |
| <b>Order Term in Months</b>   | 60   |
| <b>Currency</b>               | USD  |
| <b>Total Subscription Fee</b> | 3,100,257  |

| <b>Payment #</b> | <b>Payment Due Date</b>  | <b>Payment Amount</b> |
|------------------|--|-----------------------|
| 1                | Due in accordance with the MSA, invoiced upon Order Effective Date | 620,051               |
| 2                | Due on first anniversary of the Order Term Start Date              | 310,027               |
| 3                | Due on second anniversary of the Order Term Start Date             | 723,393               |
| 4                | Due on third anniversary of the Order Term Start Date              | 723,393               |
| 5                | Due on fourth anniversary of the Order Term Start Date             | 723,393               |
|                  | <b>Total Subscription Fees</b>                                     | <b>3,100,257</b>      |

| <b>Permitted Baseline FSE Worker Count by SKU</b> |                            |   |
|---|----------------------------|---|
| <b>*SKU</b>                                       | <b>Service</b>             | <b>Permitted Baseline FSE Worker Count for Order Term</b> |
| HCM   | Human Capital Management   | 2,012   |
| CCB   | Cloud Connect for Benefits |   |
| USP   | Payroll for United States  |   |
| TT  | Time Tracking              |   |
| FIN   | Core Financials            |   |
| GM  | Grants Management          |   |
| REC   | Recruiting                 |   |
| PRJT  | Projects                   | 580   |
| PRO   | Procurement                | 385   |
| EXP   | Expenses                   | 1,003   |

| <b>Annual Subscription Fee per Additional FSE Worker by SKU</b> |        |
|---|--------|
| HCM   | 271.74 |
| CCB   |        |
| USP   |        |
| TT  |        |
| FIN   |        |
| GM  |        |
| REC   |        |
| PRJT  | 72.46  |
| PRO   | 28.41  |
| EXP   | 20.29  |

| <b>Language Translations</b> | <b>Number of Language Translations</b> |
|------------------------------|--|
| Number of languages          | All Available                          |

|   |   |
|---|---|
| <b>Number of Named Support Contacts</b> | 4 |
|---|---|

|                         |       |
|-------------------------|-------|
| <b>Tenant Base Name</b> | clark |
|-------------------------|-------|



| Customer Contact Information                                 | Billing                               | Customer Support                    |
|--|---------------------------------------|-------------------------------------|
| Contact Name   | Finance Manager – Technology Services | David King                          |
| Street Address   | 1300 Franklin Street 5th Floor        | 1300 Franklin Street 5th Floor      |
| City/Town,<br>State/Region/County, Zip/Post<br>Code, Country | Vancouver WA 98666<br>United States   | Vancouver WA 98666<br>United States |
| Phone/Fax #  | 360-397-6121 x4793                    | 360-397-6121                        |
| Email (required)   | Steve.Dahlberg@clark.wa.gov           | David.King@clark.wa.gov             |

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA and in Addendum A attached hereto. Customer is purchasing the Service that is currently available. All remittance advice and invoice inquiries can be directed to [Accounts.Receivable@workday.com](mailto:Accounts.Receivable@workday.com).

IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced MSA as of the Order Effective Date.

**Clark County**

**Workday, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed





**ADDENDUM A  
ADDITIONAL ORDER FORM TERMS**

**1. General.** Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the referenced MSA between Workday and Customer (the "Agreement"). In the event of a conflict between the terms of this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail. References to "Annual" or "Year" in this Order Form mean the consecutive 12-month period during the Order Term. The right to use the "Service" that is granted to Customer hereunder is limited to those SKUs listed on the Order Form. The total Subscription Fee for the use of the Service during the Order Term is only for the stated permitted number of Employees. The Service is provided in U.S. English. Customer and its Authorized Parties may only use the translated portions of the Service for the number of languages listed in this Order Form to the extent Workday has translated portions of the Service into other languages (if and when available), and the same languages must be used for all Service applications subscribed to. The rights for the number of Employees set forth on this Order Form cannot be decreased during the Order Term. Except as stated herein, the Service may be used by Customer on a worldwide basis, subject to export regulations. Workday makes country-specific features available only in accordance with the Documentation. USP is limited to use in the United States.

**2. FSE Workers and Growth.** The maximum number of Full-Service Equivalent Workers ("FSE Workers") for which the Service may be used by Customer and which are included in the Subscription Fee is as set forth in this Order Form. The number of FSE Workers is calculated by first multiplying the number of workers in each category of workers by the applicable percentage rate specified below and then adding the resulting numbers for each category of worker together for a total sum.

*Sample Total FSE Worker Calculation:*

| <b>Worker Category</b>     | <b>Applicable Number</b> | <b>Applicable Percentage</b> | <b>FSE Worker Calculation</b> |
|----------------------------|--------------------------|------------------------------|-------------------------------|
| Full-Time Employees        | 2,000                    | 100.0%                       | 2,000                         |
| Part-Time Employees        | 500                      | 25.0%                        | 125                           |
| Associates                 | 100                      | 12.5%                        | 13                            |
| Former Workers with Access | 0                        | 2.5%                         | 0                             |
| <b>Totals:</b>             | <b>2,600</b>             |                              | <b>2,138</b>                  |

The Service may be used by Customer only for the following categories of Employees/Workers:

**"Full-Time Employee"** is an employee of Customer regularly scheduled for more than twenty hours per week regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer's internal standard practices. A Full-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

**"Part-Time Employee"** is an employee of Customer regularly scheduled for twenty hours per week or less regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer's internal standard practices. A Part-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

**"Associate"** is an individual not counted as a Full-Time or Part-Time Employee but in one of the following categories: temporary employees, independent contractors and affiliated non-employees including, but not limited to, volunteers and vendors.

**"Former Worker With Access"** is a former worker that continues to have access to the Service through the Employee Self-Service features.

Information related to former employees, consultants, contingent workers, independent contractors and retirees in the form of static, historical records may be maintained in the Service but shall be excluded from the calculation of FSE Workers unless self-service access to the record through the Service is provided to the individual.



Customer may increase the permitted number of FSE Workers during the Order Term (each an "Additional FSE Worker") by providing written notice to Workday and paying Workday a Subscription Fee for Additional FSE Workers for any such increased use of the particular Service category in accordance with the rate table in this Order Form. No later than October 31<sup>st</sup> each year, Customer must report to Workday the actual number of FSE Workers as of October 15<sup>th</sup> and specify the number in each worker category. If the actual number of FSE Workers is higher than the number of permitted FSE Workers stated in this Order Form, Customer will be invoiced for the applicable Subscription Fees for Additional FSE Workers for such overage for the full annual period of this Order Form that is in progress as of October 15th. The Subscription Fee for Additional FSE Workers is calculated by multiplying the increase in the number of FSE Workers for each particular Service category by the applicable fee. For the avoidance of doubt, the total Subscription Fees set forth herein for the Order Term will be due even if the actual number of FSE Workers falls below the stated number of permitted FSE Workers. Subscription Fees for Additional FSE Workers are due within thirty (30) days of the invoice date. An Order Form will be required for FSE Worker increases.

**3. Renewal.**

By providing written notice to Workday prior to the end of the Order Term, Customer may elect to continue use of the Service by renewing this Order Form for a single five-year renewal term beginning at the end of the Order Term ("Renewal Term") at the stated rate(s):

| <b>Annual period beginning at the end of the Order Term (each a Renewal Year)</b> | <b>Applicable Annual Renewal Subscription Fees (based on an increase of 5% plus CPI per year)</b> |
|---|---|
| Renewal Year 1  | Base Subscription Fee x (1.05 + CPI)  |
| Renewal Year 2  | Renewal Year 1 Subscription Fee   |
| Renewal Year 3  | Renewal Year 2 Subscription Fee   |
| Renewal Year 4  | Renewal Year 3 Subscription Fee   |
| Renewal Year 5  | Renewal Year 4 Subscription Fee   |

The Base Subscription Fee upon which the Annual Renewal Subscription Fee is calculated is the total Subscription Fee for the Order Term divided by the number of full months in the Order Term multiplied by 12. The Base Subscription Fee covers only the number of FSE Workers in the Permitted Baseline FSE Worker Count set forth on this Order Form. In addition to the Annual Renewal Subscription Fees, Customer will pay any applicable Subscription Fees for Additional FSE Workers for each Renewal Year based on the New Permitted FSE Workers as of the FSE Count Date just prior to the start of the applicable Renewal Term. For the Renewal Term, the Subscription Fee per Additional FSE Worker rate will be the average of the increased annual rate for the Renewal Years (reflecting the same percentage rate that the annual Subscription Fee increased from the Base Subscription Fee for the corresponding Renewal Year as shown in the table above but taken as an average to be applicable for the entire Renewal Term). Fees for each Renewal Year are due by the first day of the corresponding Renewal Year. Renewals will be documented with a new Order Form.

"CPI" means the Consumer Price Index rate established by the United States Department of Labor for All Urban Consumers, US City Average, All Items (change in annual average) for the calendar year preceding the beginning of the Renewal Term, if a positive number.

**4. Service Credits.** Workday will provide SLA Service Credits as set forth in the Agreement.



**5. Option to Acquire Additional Service Applications.** At any time prior to the first anniversary of this Order Effective Date (the "Option Expiration Date"), Customer may acquire a subscription for the specific applications listed below for at least the minimum permitted number of FSE Workers as set forth below at the annual subscription fee rate set forth below. Any standard applicable terms of subscription for the Service applications acquired will apply. If Customer elects to exercise its option under this section, Customer will provide Workday with written notice by the Option Expiration Date and a separate Order Form, with an order term start date on or before the Option Expiration Date, will be used to formally document the subscription.

| SKU | Service  | Minimum Number of Permitted FSE Workers | Fees per Additional FSE Workers (Annualized Rate) |
|-----|----------|---|---|
| PLN | Planning | 2,012                                   | 19.75   |
| LRN | Learning | 2,012                                   | 19.75   |



## ADDENDUM B WORKDAY SERVICE SKU DESCRIPTIONS

Customer may use only the Service SKUs subscribed to as listed on page 1 of the Order Form. Workday Service SKU descriptions for applications not subscribed to by Customer are provided for reference only and are subject to change.

### **Human Capital Management**

Workday HCM supports an organization in organizing, staffing, paying, and developing its global workforce. Workday HCM includes Global Human Resources Management (Workforce Lifecycle Management, Organization Management, Compensation, Business Asset Tracking, Absence, and Employee Benefits Administration) and Global Talent Management (Goal Management, Performance Management, Succession Planning, and Career and Development Planning). Workday HCM includes connectors that facilitate integration to select Workday partners that provide capabilities including: recruiting, learning, time and attendance, and user account provisioning (LDAP/Active Directory).

### **Cloud Connect for Benefits**

Cloud Connect for Benefits extends Workday HCM by providing integration to a growing catalog of benefits providers, including: health insurance, health and flexible spending accounts, retirement savings plans, life insurance, AD&D insurance, and COBRA administrators.

### **Workday Payroll for US**

Workday Payroll for US supports the creation and management of Payroll for U.S. employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, involuntary withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Configure and calculate payroll commitments. Workday Payroll includes connectors that facilitate integration to select Workday partners that provide capabilities, including: time and attendance, tax filing, check printing, and direct deposit.

### **Workday Payroll for Canada**

Workday Payroll for Canada supports the creation and management of Payroll for Canadian employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, income withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Create record of employment data. Workday Payroll includes connectors that facilitate integration to select Workday partners that provide capabilities, including: time and attendance, tax filing, check printing, and direct deposit.

### **Workday Payroll for the United Kingdom**

Workday Payroll for the United Kingdom supports the creation and management of Payroll for United Kingdom employees. Configure earnings, deductions, accumulations, and balances. Manage worker payment elections and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Identify company tax data. Manage worker tax, national insurance, student loan and court order deductions and statutory payments associated to birth and adoption. Manage standard employee tax reporting including RTI.

### **Workday Payroll for France**

Workday Payroll for France supports the creation and management of Payroll for French employees. Configure earnings, deductions, accumulations, and balances. Calculate, review/audit, and complete payrolls and settlement runs. Manage URSSAF, pôle emploi and ARRCO-AGIRC contributions, loans and advances, and withholding orders deductions. Create and manage Healthcare/Disability/Contingency "Prévoyance" contributions. Manage DSN reporting.

### **Cloud Connect for Third-Party Payroll**

Cloud Connect for Third-Party Payroll extends Workday HCM by providing integrations to third-party payroll providers and aggregators. Also includes the Payroll Connector (generic integration template that provides a starting point for integration to a third party payroll provider).

### **Time Tracking**

Workday Time Tracking supports an organization in collecting, processing, and distributing time data for its global workforce. Workday Time Tracking module includes the following capabilities: basic time scheduling, time entry (hourly, time in/time out), approvals, configurable time calculation rules, and reporting.



### **Projects**

Projects enables organizations to create and manage projects, initiatives, and other types of work. This includes the ability to build project plans and utilize project breakdown structures that include phases, tasks, and milestones as well as plan, staff, and track projects, initiatives, and work efforts.

### **Project Billing**

Project Billing enables organizations to bill clients for specific projects. This includes the ability to configure billing rates and rules, to review and approve billable transactions, and to invoice the customer.

### **Learning**

Workday Learning supports an organization in training and developing its workforce. This includes the ability to manage, organize and deliver learning content, and to leverage Workday HCM data to create targeted learning campaigns. A variety of learning content is supported - including but not limited to video, packaged third-party content, and user-generated content. Workday Learning also offers the ability to manage certifications and instructor-led course enrollments, and to gather feedback and analytics relating to the learning experience.

### **Expenses**

Workday Expenses supports employee expense processing. Workday Expenses includes self-service and administrative functions to support employee expense reporting and reimbursement, including expense reports, global expense rules, approvals, reimbursement, credit card integration, and spend analytics. Workday Expenses includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers.

### **Procurement**

Workday Procurement includes procure to pay functionality to address spend for goods, contingent workers, and deliverable services. Manage suppliers, supplier contracts, requisitions, purchase and change orders, receipts, and goods and services sourcing. Maintain purchase items, catalogs, and a supplier portal. Track and analyze time, activity, and spend. Create receipt accruals for approved, but not yet invoiced receipts. Workday Procurement includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers.

### **Inventory**

Workday Inventory provides basic functionality for goods procured, stored, consumed and replenished within an organization. Workday Inventory includes the ability to define and place inventory in storage locations, count physical inventory and make necessary adjustments, value items in inventory, assign and manage different units of measure and replenish inventory using automatic re-order points. Workday Inventory is designed for tracking of internally used goods only and does not support use cases for external distribution (e.g., to customers or distributors).

### **Core Financials**

Workday Core Financials provides traditional financial management and accounting functionality, including financial management, accounting and reporting, financial consolidation, supplier accounts, customer accounts, business assets, cash management, budgets, contracts, billing, and revenue recognition. Core Financials includes connectors that facilitate integration to select Workday partners that provide capabilities, including: customer relationship management, electronic payments, and customer payments via credit card.

### **Grants Management**

Workday Grants Management enables organizations to administer and report on awards from the federal government, foundations, or other funding institutions. Workday Grants Management includes functionality to track and manage sponsors, awards, grants, and grant hierarchies. It also includes capabilities to calculate facilities and administration costs, and to bill and report to sponsors.

### **Planning**

Workday Planning enables organizations to perform planning, budgeting, and forecasting for workforce and financial purposes. Workday Planning includes the ability to create baseline budgets, planning models, and forecast scenarios.

### **Recruiting**

Workday Recruiting supports an organization in its talent acquisition process. It is designed to help hiring managers and recruiters identify, hire and onboard the right talent for their business. Workday Recruiting supports the hiring process, including pipeline



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management, requisition management, job posting distribution, interview management, offer management, as well as supports local data compliance and pre-employment activities. Workday Recruiting also offers hiring teams tools to proactively source, nurture and track internal and external prospective candidates throughout the recruiting process.

**Insights Foundation**

Insights Foundation is an analytics platform for combining Workday data with data from multiple non-Workday data sources of various types, sizes or volume to provide business insight. Insights Foundation includes a data repository for storage of data and tools for data exploration and analysis.

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**ORDER FORM # 00120166.0  
TO MASTER SUBSCRIPTION AGREEMENT ("MSA")**

|                             |  |
|-----------------------------|--|
| <b>Customer Name</b>        | Clark County   |
| <b>MSA Effective Date</b>   | See MSA executed herewith                                    |
| <b>Order Effective Date</b> | The later of the dates beneath the parties' signatures below |
| <b>Currency</b>             | USD  |
| <b>Total Training Fees</b>  | 219,492  |

| Payment #                      | Payment Due Date   | Payment Amount |
|--------------------------------|--|----------------|
| 1                              | Due in accordance with the MSA, invoiced upon Order Effective Date | 115,496        |
| 2                              | Due on first anniversary of the Order Term Start Date              | 26,006         |
| 3                              | Due on second anniversary of the Order Term Start Date             | 26,006         |
| 4                              | Due on third anniversary of the Order Term Start Date              | 26,006         |
| 5                              | Due on fourth anniversary of the Order Term Start Date             | 26,006         |
| <b>Total Subscription Fees</b> |  | <b>219,520</b> |

| SKU | Training Offering          | Price Per TC | Quantity | Training Fees |
|-----|----------------------------|--------------|----------|---------------|
| TC  | Training Credits (prepaid) | 570          | 157      | 89,490        |

| SKU                                  | Training Offering  | Annual Rate | Years | Quantity | LOD Fees for Order Term |
|--------------------------------------|--|-------------|-------|----------|-------------------------|
| LODHCM10                             | Learn On-Demand – HCM Library 10 Initial Users                           | 5,000       | 5     | 1        | 25,000                  |
| LODPAY10                             | Learn On-Demand - Payroll/Absence/Time Tracking Library 10 Initial Users | 5,000       | 5     | 1        | 25,000                  |
| LODFIN10                             | Learn On-Demand – Financials Library 10 Initial Users                    | 5,000       | 5     | 1        | 25,000                  |
| LODTECH10                            | Learn On-Demand – Cross-Application Technology Library 10 Initial Users  | 5,000       | 5     | 1        | 25,000                  |
| <b>Total LOD Fees for Order Term</b> |  |             |       |          | <b>100,000</b>          |

**LOD Order Term:** March 21, 2017 through March 20, 2022

| SKU | Training Offering | Total Number of FSE Workers | AK Fees for Order Term |
|-----|-------------------|-----------------------------|------------------------|
| AK  | Adoption Kit      | 2,012                       | 30,030                 |

**AK Order Term:** March 21, 2017 through March 20, 2022





The link to the LOD and Adoption Kit offerings will be delivered to the respective LOD and Adoption Kit Named User designated below. The Customer is responsible for providing accurate email addresses below.

| Customer Contact Information  | Billing   | LOD Named User/ Training Coordinator                                  | Adoption Kit Named User   |
|---|---|---|---|
| Contact Name  | Finance Manger – Technology Services                                  | David King  | David King  |
| Street Address<br>City/Town,<br>State/Region/<br>Zip/Post Code<br>Country | 1300 Franklin Street 5th Floor<br>Vancouver WA 98660<br>United States | 1300 Franklin Street 5th Floor<br>Vancouver WA 98660<br>United States | 1300 Franklin Street 5th Floor<br>Vancouver WA 98660<br>United States |
| Phone/Fax #   | 360-397-6121 x4793  | 360-397-6121 x5221  | 360-397-6121 x5221  |
| Email (required)  | Steve.Dahlberg@clark.wa.gov   | David.King@clark.wa.gov   | David.King@clark.wa.gov   |

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA and in Addendum A attached hereto. All remittance advice and invoice inquiries can be directed to [Accounts.Receivable@workday.com](mailto:Accounts.Receivable@workday.com).

IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced MSA as of the “**Order Effective Date**”, defined above.

**Clark County**

**Workday, Inc.**

Signature

Signature

Name

Name

Title

Title

Date Signed

Date Signed



ADDENDUM A
ADDITIONAL ORDER FORM TERMS – TRAINING

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the referenced MSA. In the event of a conflict between the terms of this Order Form and the terms of the MSA, the terms of this Order Form shall prevail.

1. Training Terms. The Training Credits purchased under this Order Form expire eighteen (18) months from the Order Effective Date. Each Training Credit may be used for either: (i) one day of in person attendance for one attendee to a Workday classroom training course at a designated Workday facility, (ii) one day of in person attendance for one attendee to a Workday instructor-led onsite training course at a Customer facility, or (iii) two days of virtual (online remote) attendance for one registered attendee to a Workday virtual instructor-led training course. The registered attendee shall not permit others to participate. Customer may not register for and apply Training Credits to training until such Training Credits are purchased pursuant to an Order Form. Customer may not retroactively apply subsequently purchased Training Credits to training for which registration occurred before the applicable Order Effective Date. If Customer registers for training without an adequate prepaid Training Credit balance, Workday list prices will apply. The number of Training Credits required for an attendee to attend a specific course varies by the duration of the course (in days). Specific offerings and the requisite number of Training Credits for attendance are set forth in Workday’s current training catalog. Any Customer request for a cancellation of a class enrollment must be submitted as a Training Case via the Customer Center by the Customer Training Coordinator at least seven (7) full calendar days prior to the scheduled start date of the class. Cancellation requests received less than seven (7) calendar days prior to the scheduled start date will not be honored and are subject to the full training fee.

2. Training Credit Bulk Purchase Option. Workday’s discounted bulk purchase rates will be applied to the cumulative number of Training Credits purchased during a rolling 12-month period provided Customer prepays for all such purchases. Discounted rates will not be applied retroactively for previously purchased Training Credits. Any a la carte training purchases, including purchases of courses from the Learning Management System (LMS) course list, will not count toward the cumulative number of Training Credits purchased for the purpose of bulk purchase rates. The following rates apply to the bulk purchases made within the 12-month period following the Order Effective Date:

Table with 2 columns: Prepaid Training Credits Acquired and Rate Per Training Credit. Rows include ranges from 0-25 to 250+ with corresponding rates from USD \$ 650 to USD \$ 550.

3. On-Site Training Terms. On-site training at Customer’s site is subject to Workday’s approval and the following terms. Customer will provide the required training facility in accordance with the Workday-provided specifications for room set-up, hardware and Internet connectivity requirements. Each attendee will have an individual workstation complete with Internet connectivity. On-site training fees will be billed in advance or Customer may utilize Training Credits purchased on a previous Order Form if fully paid. In addition to the applicable fees for the Training Credits, Customer will be responsible for the reasonable and actual travel and living expenses incurred by the instructor(s) which will be invoiced after the session. On-site training not completed in the period scheduled will not be refunded, nor will it be applied to any other Workday service offering. The minimum and maximum number of students for any on-site training is thirteen (13) minimum and eighteen (18) maximum.

4. Learn On-Demand Terms. The first Learn On-Demand (“LOD”) SKU of each Library purchased by Customer is for ten (10) concurrent Named Users. Each “5 Additional Users” SKU is for five (5) additional Named Users for the stated Library. A “Library” is a bundle of specific, related training concepts. Library offerings currently include: (i) “HCM”, (ii) “Cross Application Technology”, (iii) “Financials”, (iv) “Workday Payroll”, and (v) “Education & Government”. A “Named User” is an eligible Employee of Customer for which Customer has provided Workday a valid name and e-mail address. Each Named User will be assigned a password granting the Named User access to the LOD. Named Users may not



be substituted without the prior written consent of Workday, which will not be unreasonably withheld. Each Named User may access all of the LOD content within a specific Library during the stated number of years above

**5. Adoption Kit Terms.** The Adoption Kit includes: (i) all content listed in the applicable overview provided therewith as well as any additional content made generally available by Workday during the Adoption Kit Order Term, (ii) a facilitators guide, (iii) an FAQ, (iv) videos, and (v) sample internal marketing materials. During the Adoption Kit Order Term, Workday hereby grants to Customer a non-exclusive, nontransferable license to use, copy, customize and create derivative works of the Adoption Kits solely for the purpose of internally distributing the relevant Adoption Kit material to promote internal use of the Service by Customer's Employees. Customer shall reproduce all Workday proprietary rights notices and headings on any copies, in the same manner in which such notices were set forth in or on the original. Customer is solely responsible for the accuracy of any modifications or customizations of the Adoption Kits made by it. Subject to Workday's underlying intellectual property rights in the Adoption Kits and the Service, Customer owns all improvements and other materials that Customer may develop, make or conceive, either solely or jointly with others (but not with Workday), whether arising from Customer's own efforts or suggestions received from any source other than Workday, that relate to the Adoption Kits ("Adoption Kit Improvements"). Customer grants to Workday a royalty-free, irrevocable license to use, copy, distribute, and create derivative works of any and all Adoption Kit Improvements. Customer agrees that Adoption Kit Improvements may include Workday Confidential Information that is subject to the nondisclosure and use restrictions set forth in the MSA. Customer agrees that it will not assert a claim for, or file suit for, or take any other action in furtherance of any alleged or actual infringement or misappropriation of the rights in or associated with any Adoption Kit Improvements should Workday create similar materials independently.

**6. Miscellaneous Training Terms.** Workday training is for use by Customer Employees and Authorized Parties only and for purposes consistent with the MSA. In no event will Customer allow third parties to access or use Workday training or related materials, including, but not limited to, other existing or potential Workday customers or partners. Workday training classes and courses may not be videotaped, recorded, downloaded or duplicated without Workday's prior written consent. This Order Form is non-cancelable and associated fees are non-refundable and non-transferable, and cannot be used as a credit toward any other amounts due to Workday. Customer will pay for all classroom and virtual training courses attended by Customer's Employees and Customer's Authorized Parties. Workday may utilize an external learning management system for training enrollment and tracking of course attendance. Customer understands that any such system is not part of the Workday Service.

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ORDER FORM # 00120164.0  
TO MASTER SUBSCRIPTION AGREEMENT (“MSA”)  
DELIVERY ASSURANCE - FIXED FEE

|                             |   |
|-----------------------------|---|
| <b>Customer Name</b>        | Clark County  |
| <b>MSA Effective Date</b>   | See MSA executed herewith.  |
| <b>Order Effective Date</b> | The later of the dates beneath the parties’ signatures below  |
| <b>Order Term</b>           | Fifteen month period beginning on the Order Effective Date  |
| <b>Currency</b>             | USD   |
| <b>Total Consulting Fee</b> | \$158,578 to be invoiced in quarterly installments. The first installment to be invoiced upon execution of this Order Form. |

| SKU  | Consulting Engagement Type                    |
|------|---|
| DA   | Delivery Assurance Checkpoint Reviews         |
| DAPM | Delivery Assurance Project Management Reviews |

The DA reviews will be limited to typical deployment activities only for the following:

| Service SKUs in Deployment Scope                     | HCM;CCB;USP;EXP;PRO;FIN;TT;GM;REC;PRJT |
|--|--|
| <b>Number of Deployment Weeks</b>                    | 65                                     |
| <b>Number of Countries in Scope for Absence</b>      | 1                                      |
| <b>Number of Performance Plans in Scope</b>          | 2                                      |
| <b>Number of Compensation Plans in Scope</b>         | 16                                     |
| <b>Number of Benefit Plans in Scope</b>              | 10                                     |
| <b>Number of Partner-Built Integrations in Scope</b> | 8                                      |

| Customer Contact Information                   | Billing                        |
|--|--------------------------------|
| Contact Name                                   | Sam Kim                        |
| Street Address                                 | 1300 Franklin Street 5th Floor |
| City/Town, State/Region/County, Zip/Post Code, | Vancouver WA 98666-5000        |
| Country  | United States                  |
| Phone/Fax #                                    | (360) 397-6121 x5226           |
| Email (required)                               | sam.kim@clark.wa.gov           |

**Fees and Payment.** This Order Form is for Workday’s standard delivery assurance consulting services to be provided during the Order Term on a fixed fee basis. The fixed fee amount does not include related travel and expenses. The Total Consulting Fee set for above will be invoiced in quarterly installments, the first payment will be invoiced upon execution of this Order Form. Expenses will be invoiced on a monthly basis as incurred. Invoices are due in accordance with the MSA. All remittance advice and invoice inquiries can be directed to [Accounts.Receivable@workday.com](mailto:Accounts.Receivable@workday.com).

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA and in Addendum A attached hereto.



IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced MSA as of the **Order Effective Date**, defined above.

**Clark County**

**Workday, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed



**ADDENDUM A**  
**ADDITIONAL ORDER FORM TERMS – DELIVERY ASSURANCE**

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the referenced MSA between Workday and Customer (the “**Agreement**”). In the event of a conflict between the terms of this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail.

**I. Description of Consulting Activities**

**A. Configuration Checkpoint Reviews (DA):**

1. Configuration Prototype Tenant: This is a detailed review of the configuration of Customer’s prototype tenant that will be used for system testing. Workday’s Delivery Assurance team will review the configured application and document the findings for review by the Project Consultant, Project Manager, and Customer. Workday will utilize proprietary tools in the performance of these reviews wherever possible.
2. Pre-Production Tenant: This is a detailed review of the configuration of the Customer pre-production tenant that will be moved into Production. Workday’s Delivery Assurance team will review the pre-production tenant and document the findings for review by the Project Consultant, Project Manager, and Customer. This review is conducted before the pre-production tenant is moved into Production. It serves as a final quality review of the tenant configuration. Workday will utilize proprietary tools in the performance of these reviews wherever possible.

**B. Integration Checkpoint Reviews (DA) for Partner-Built Integrations:**

1. Architect Stage: For Partner-Built Integrations – Workday’s Delivery Assurance team reviews the approach for all partner-built integrations in scope and determines which integrations will require build reviews. The integration approach is then discussed in a meeting with the Project Manager, Project Consultants and Customer. The integration architect review occurs early in the project to ensure integrations are architected with best practices in mind. This includes activities such as reviewing the integration approach for functional use cases, data mapping, performance, and scalability. The review is performed prior to the build stage, although prototyping may occur during the architect stage. Workday will utilize proprietary tools in the performance of these reviews wherever possible.
2. Build Stage: Workday’s Delivery Assurance team reviews the development of partner-built integrations identified in the Approach review as requiring a build review. The integration builds are then discussed in a consolidated meeting with the Project Manager, Project Consultants and Customer. The integration build review is a code and configuration review of integrations in scope for the build review and includes review of integration configurations such as attributes, maps, field overrides, and a code review for integrations such as Studio projects, XSLT for Enterprise Interface Builder. Workday will utilize proprietary tools in the performance of these reviews wherever possible.

**C. Delivery Assurance Project Management Reviews:**

1. Plan Reviews: Workday’s Delivery Assurance Manager will review the Project Initiation documents and Cutover Plan to determine whether the defined scope, tasks, and timelines are reasonable and align to the Workday deployment methodology.
2. Periodic check-in calls: Workday’s Delivery Assurance Manager will conduct scheduled calls to discuss the overall state of the deployment and determine if the project is continuing to meet expected timelines and activities.
3. Operational Readiness Review: Workday’s Delivery Assurance Manager will review the Operational Readiness Checklist completed by the Customer and provide recommendations based upon Workday’s standard deployment methodology.
4. Other Activities: Workday’s Delivery Assurance Manager will participate in project activities such as steering committee meetings and additional project related activities, such as project status meetings, as needed. Participation estimates are based on the Workday Delivery Assurance Manager attending one steering committee meeting and a one-hour periodic project status meeting each month during the project.



**II. Conditions**

- A. Workday anticipates that the reviews included in this Order Form will be performed 100% offsite. Any onsite work will be agreed to by both parties.
- B. Customer is responsible for the timely coordination of its internal resources as necessary. If Customer's responsibilities hereunder are delayed for any reason, Customer understands that Workday's ability to staff the project may be impacted, a change order may be required and additional fees may be due. The fees are based on the deployment scope described in this Order Form and only cover work performed during the Order Term. Any changes to the scope may impact both the time required to complete the reviews and the total fees. If Customer desires any changes to the scope, the additional work will be subject to a separate Order Form. This Order Form is non-cancelable and fees are non-refundable.

**III. Ownership**

The recommendations, ideas, techniques, know-how, designs, programs, development tools, processes, integrations, enhancements, and other technical information developed by Workday in the course of performing the reviews or guidance, or co-developed by the parties hereunder, including all Intellectual Property Rights pertaining thereto are Workday Intellectual Property Rights.

**IV. Warranty and Disclaimer**

This Order Form is for professional services rather than the Service. Accordingly, the warranties in Section 6.1 (i) and (ii) of the Agreement are inapplicable. Instead, Workday warrants that it will perform its obligations in this Order Form in a professional and workmanlike manner. In lieu of the remedies in Section 6.2 of the Agreement, for breaches of this warranty, as Customer's exclusive remedy and Workday's sole liability for breach of the foregoing warranty, Workday shall correct deficiencies at no additional charge to Customer, provided Customer gives prompt written notice to Workday which describes any deficiencies. In the event Workday is unable to correct such deficiencies after good-faith efforts and at a commercially reasonable cost, Workday shall refund Customer prorated amounts paid for the defective portion of the review.



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## MASTER SERVICES AGREEMENT

**THIS AGREEMENT** by and between the **Clark County**, a municipal corporation of the State of Washington (the "County") and Sierra-Cedar, Inc., a Delaware corporation registered to do business in the State of Washington, whose address is 1255 Alderman Drive, Alpharetta, GA 30005 ("Contractor").

RECITALS: The City and County of Denver, acting by and through the Department of General Services, Purchasing Division issued a Request for Proposal, RFP No. 7241 (the "RFP"), on November 24, 2014 for the purpose of entering into master contracts for the purchase or licensing of ERP Financials/Human Resource Management Software, Support and Implementation Services. The City and County of Denver evaluated all properly submitted Proposals to the RFP and has identified Workday as the ERP Financials/Human Resource Management Software, and Sierra-Cedar for Implementation Services of the Workday software. The County has determined that piggybacking off of that process and entering into this Contract with Sierra-Cedar will meet Clark County's needs and will be in Clark County's best interest.

NOW THEREFORE, Clark County enters into this Contract with Sierra-Cedar the terms and conditions of which shall govern Sierra-Cedar providing to Clark County Implementation Services and related services as described herein. This Contract is not for personal use. IN CONSIDERATION of the mutual promises as hereinafter set forth, the parties agree as follows:

1. **SERVICES TO BE PERFORMED:** Contractor, under the general direction of, and in coordination with, the County's Chief Information Officer or other designated supervisory personnel (the "Manager") agrees to perform the services described on attached **Exhibit A** (the "Statement of Work" or "SOW").

2. **DELIVERY AND ACCEPTANCE:** Contractor shall provide services on a fixed fee basis, and invoice County upon achievement of milestones, as specified in the SOW. Achievement of a milestone and payment therefore, shall only occur if and when the County has tested and certifies that the deliverable giving rise to the milestone conforms to the acceptance criteria for the milestone specified in the SOW. Acceptance procedures, and re-performance periods if necessary, shall be described in the SOW. A deliverable that is not accepted or rejected by the County within five (5) business days of submission by the Contractor shall be deemed accepted.

3. **TERM:** The term of the Agreement is from March 21, 2017 through December 31, 2018 unless terminated earlier pursuant to the provisions of the Agreement.

4. **COMPENSATION AND PAYMENT:**

**A. Fee:** The fees for the services are described in the SOW (the "Fee"). The Fee shall be \$3,277,000 and paid in accordance with the payment milestones set forth in the SOW.

**B. Reimbursement Expenses:** The fees specified above do not include travel expenses, which will be billed as stated in the SOW.

5. **STATUS OF CONTRACTOR:** It is understood and agreed that the status of Contractor shall be that of an independent contractor and a person retained on a contractual basis to perform professional or technical services for limited periods of time and it is not intended, nor shall it be construed, that Contractor or its employees are employees or officers of the County under chapter 41.06 RCW or Title 51 RCW for any work conducted under this Contractor any SOW.

6. **TERMINATION:**

A. The County has the right to terminate this Agreement, with or without cause, on thirty (30) days written notice to Contractor. However, nothing herein shall be construed as giving Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Manager.

B. Contractor may terminate this Agreement by written notice to the County in the event that the County breaches a material provision of this Agreement and fails to cure such breach to the Contractor's reasonable satisfaction within thirty (30) days of written notice specifying the breach.

C. If this Agreement is terminated by the County or Contractor for any reason, Contractor shall be compensated for, and such compensation shall be limited to, (1) the sum of the amounts contained in invoices which it has submitted and which have been approved by the County; (2), the reasonable value to the County of the work which Contractor performed prior to the date of the termination notice, but which had not yet been approved for payment; and (3) the cost of any work which the Manager approves in writing which is needed to accomplish an orderly termination of the work. The County shall be entitled to an immediate prorated refund of any prepaid fees for services not provided as of the date of termination.

D. Upon termination of this Agreement by the County, Contractor shall have no claim of any kind whatsoever against the County by reason of such termination or by reason of any act incidental thereto, except for compensation for work satisfactorily performed as described herein.

7. **EXAMINATION OF RECORDS:** Contractor agrees that any duly authorized representative of the County, including the County Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of Contractor, involving transactions related to this Agreement.

8. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any action by either Party hereunder constitute or be construed to be a waiver by the other Party of any breach of covenant or default which may then exist on the part of the Party alleged to be in breach, and the non-breaching Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

9. **INSURANCE:**

A. **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Washington State and rated by A.M. Best Company as "A-"VIII or better. Each policy except for technology errors & omissions shall contain a valid provision or endorsement requiring notification to the County in the event any of the required policies is canceled before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the County contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the County's contract number. If any policy is in excess of a deductible or self-insured retention, the County must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. **Proof of Insurance:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit B, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The County requests that the County's contract number be referenced on the Certificate. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the County's rights or remedies under this Agreement. The County's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

C. **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the County, its elected and appointed officials, employees and volunteers as additional insured.

D. **Waiver of Subrogation:** For all coverages required under this Agreement except technology errors & omissions, Contractor's insurer shall waive subrogation rights against the County.

E. **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall require that all such subcontractors and subconsultants maintain the

required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County.

**F. Workers' Compensation/Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the County, as a material representation upon which the County is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

**G. Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

**H. Business Automobile Liability:** Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

**I. Technology Errors & Omissions including Cyber Liability:** Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with limits of \$1,000,000 per claim and \$1,000,000 policy for all claims.

**J. Additional Provisions:**

- (a) For Commercial General Liability, the policy must provide the following:
  - (i) Contractual liability covering the indemnification provisions of the Agreement;
  - (ii) Defense costs are outside the limits of liability;
  - (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
  - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County.
- (b) For claims-made coverage:
  - (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the County, whichever is earlier
- (c) Contractor shall advise the County in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**10. REPRESENTATION AND WARRANTY:**

Contractor represents and warrants that

A. All services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards;

B. Each deliverable provided under this Agreement will conform to applicable specifications contained in the Scope of Work attached hereto for a period of 90 days after it is accepted by the County, provided that the deliverable is not modified by the County or another Party without Contractor's written consent.

CONTRACTOR DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS AND IMPLIED WARRANTIES CONCERNING ITS SERVICES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING UNDER STATUTORY OR COMMON LAW.

**11. DEFENSE AND INDEMNIFICATION:**

A. Contractor hereby agrees to defend, indemnify, and hold harmless County, its appointed and elected officials, agents and employees from and against (1) any and all damages, including loss of use, to property, including County property; or (2) injuries or death of any person or persons (including officers, agents and employees of the County); and (3) any and all claims, demands, suits, causes of action, liabilities, fines, penalties, costs, expenses (including reasonable attorney fees, expert witness fees and all associated defense fees), or proceedings of any kind or nature, of or by any third party, alleging intellectual property infringement, employment claims, personal injury or property damage in any way resulting from, or arising out of, directly or indirectly, the acts or omissions of Contractor or those performing under it in connection with its operations or performance under this Agreement or its use or occupancy of real or personal property hereunder, including acts or omissions of the officers, employees, agents, contractors, representatives, invitees, or licensees of the Contractor or its subcontractors. Contractor's obligation to indemnify or hold harmless the County, its officers, agents, employees, and elected officials shall not apply to liability or damages proximately caused by and apportioned to the negligence or intentional wrongdoing of the County's officers, agents and employees.

B. Contractor's duty to defend and indemnify County shall arise at the time written notice of the Claim is first provided to County regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify County shall arise even if County is the only party sued by claimant.

C. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the County's protection.

D. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

EXCEPT FOR CONTRACTOR'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS

OF PROFITS, REVENUE, DATA OR DATA USE. EXCEPT FOR CONTRACTOR'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, CONTRACTOR'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE GREATER OF ONE MILLION DOLLARS OR THE FEES PAID UNDER THE SCOPE OF WORK.

12. **TAXES, CHARGES AND PENALTIES:** The County will pay sales and use taxes, if any, imposed on the Services acquired hereunder. Contractor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. Purchaser, as a governmental entity is exempt from property tax. All taxes accrued on account of payroll, unemployment insurance, or other similar taxes, insurance or expenses for Contractor, Contractor's staff or Subcontractors, shall be Contractor's sole responsibility.

13. **ASSIGNMENT:** Contractor covenants and agrees that it will not assign or transfer its rights hereunder without first obtaining the written consent of the Manager except that Contractor may assign its right to payment hereunder as required by any banking or surety agreement without the Manager's prior written consent. Any other attempts by Contractor to assign or transfer its rights hereunder without such prior written consent of the Manager shall, at the option of said Manager, automatically terminate this Agreement and all rights of Contractor hereunder. Such consent may be granted or denied at the sole and absolute discretion of said Manager. A change in control of Contractor shall not constitute and assignment hereunder.

14. **NO THIRD PARTY BENEFICIARY:** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the County and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreements. It is the express intention of the County and Contractor that any person other than the County or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

15. **NO AUTHORITY TO BIND COUNTY TO CONTRACTS:** Contractor has no authority to bind the County on any contractual matters. Final approval of all contractual matters which obligate the County must be by the County, as required by Charter and ordinance.

16. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** This Agreement, including any exhibit attached hereto (each of which is specifically incorporated herein) is intended as the complete integration of all understandings between the parties. No prior contemporaneous or subsequent addition, deletion, or other amendment hereto shall have any force or effect, unless embodied herein in writing, and executed in the same manner as this Agreement.

17. **SEVERABILITY:** The parties agree that if any provision of this Agreement or any portion thereof is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected.

18. **CONFLICT OF INTEREST:**

A. The parties agree that no employee of the County shall have any personal

or beneficial interest whatsoever in the services or property described herein.

**B.** The County and Contractor agree that during the term of this Agreement, and for a period of twelve months after its termination or expiration, neither Party shall hire, directly or through a staffing company or placement agency, or otherwise retain as an employee or independent contractor an employee or contractor who worked for the other Party or an Affiliate of the other Party at any time during the course of this Agreement. For purposes of this Agreement, "Affiliate" of a Party means any entity which is owned or controlled, in whole or in part, by the Party or any entity which owns or controls, in whole or in part, a Party.

**C.** Contractor agrees that it will not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of Contractor by placing Contractor's own interests, or the interests of any party with whom Contractor has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given Contractor written notice which describes the conflict. Contractor shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to the County.

**19. NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the County at:

Chief Information Officer  
1300 Franklin St, STE 530  
Vancouver, WA 98660

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

**20. DISPUTES:** Except for actions for injunctive relief, the parties will attempt to resolve any disputes that arise out of or in connection with this Agreement through good faith negotiation. If a dispute arises, the County Project Manager and the Contractor Account Executive shall first try to resolve it. If the dispute is not resolved within 10 business days, either party may escalate the dispute by contacting, in the case of Contractor, Brian Fees, Executive Vice President/Corporate Officer (telephone 888-745-3545 or Brian.Fees@Sierra-Cedar.com) or in the case of the County, Sam Kim, Chief Information Officer/ TECHNOLOGY SERVICES (telephone 360.397.6121 ext 5226 or Sam.Kim@clark.wa.gov). These parties shall attempt to resolve the dispute by mutual agreement. If the dispute has not been resolved within 7 days after either party escalates the process, either party may initiate non-binding mediation by sending notice in writing to the other party identifying the issues in dispute and requesting that they be resolved through mediation and proposing a neutral mediator. The party receiving the request for mediation shall have 3 business days after receipt of the request to accept or reject the mediation request and to respond to the initiating party's suggestion of a mediator. If the request



for mediation is rejected or the dispute has not been resolved within 30 business days following the date of the request for mediation or such other date as is agreed upon by the parties, either party may move forward to resolve the dispute in the courts of Clark County, Washington. Provided that the amount in dispute does not exceed \$250,000, County and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute. If the subject of the dispute is the amount due and payable by County for Services being provided by Contractor, provided that the amount in dispute does not exceed \$250,000, Contractor shall continue providing Services pending resolution of the dispute provided County pays Contractor the amount County, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount Contractor, in good faith, believes is due and payable.

**21. GOVERNING LAW; VENUE:** This Agreement shall be construed and enforced in accordance with the laws of Washington State, the Charter of the Clark County, and the ordinances, regulations and Executive Orders enacted and/or promulgated pursuant thereto, including any amendments. The Charter and Revised Municipal Code of the Clark County, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the County.

**22. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

**25. CONFIDENTIAL INFORMATION; OPEN RECORDS:**

**A. County Information:**

Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the County, and that the disclosure of such Proprietary Data or information may be damaging to the County or third parties. Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the County to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Washington State Public Records Act Chapter 42.56 RCW or County ordinance, and provided or made available to Contractor by the County. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

**B. Use and Protection of Proprietary Data or Confidential Information:**

(i) Except as expressly provided by the terms of this Agreement, Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease,

release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Agreement. Contractor further acknowledges that by providing Proprietary Data or confidential information, the County is not granting to Contractor any right or license to use such data except as provided in this Agreement. Except as required by law, Contractor further agrees not to disclose or distribute to any other party, in whole or in part, the Proprietary Data or confidential information without written authorization from the Manager and will immediately notify the County if any information of the County is requested from the Contractor from a third party.

(ii) Contractor agrees, with respect to the Proprietary Data and confidential information, that: (1) Contractor shall not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the Manager; (2) Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (3) Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the County. Notwithstanding the foregoing, Contractor shall be permitted to retain Proprietary Data or confidential information in its electronic data back up systems, provided that it maintains such Proprietary Data or confidential information in accordance with the terms of this Agreement.

(iii) It is the responsibility of the Contractor to take commercially reasonable measures to secure Contractor's computers or any other storage devices which are used by Contractor to access and/or store County data. This includes industry accepted firewalls and up-to-date anti-virus software. Contractor will maintain controlled access to the physical location of any computers or any other storage devices it uses to access and/or store County data to the extent such hardware resides at Contractor's offices. When performing work at the County's offices or in other locations which are not controlled by Contractor, Contractor shall secure any of its computers or other storage devices that it uses to access and/or store County data with anti-theft devices such as locking cables, place such hardware in locked cabinets or secure such hardware with other locking systems.

**C. Employees and Sub-Contractor:** Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. Contractor shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

**D. Disclaimer:** Notwithstanding any other provision of this Agreement, the County is furnishing Proprietary Data and confidential information on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or confidential information. Contractor is hereby advised to verify its work. The County assumes no liability for any errors or omissions herein. Specifically, the County is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, Contractor agrees to contact the County immediately. However, the County realizes that if it provides inaccurate or incomplete information, the resulting work product may not be provided

in as timely a fashion and may not function properly.

**E. Contractor's Information:** To the extent applicable in this Agreement, the County understands and agrees that the Contractor's deliverables and documentation including, but not limited to, source code, object code, the interface requirements document(s), acceptance test procedures, the Statement of Work, structure and organization, the know-how implemented in the deliverables (collectively "Contractor Confidential Information") constitute the valuable properties and trade secrets of Contractor, embodying substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to Contractor a competitive advantage. The County agrees during the term of this Agreement and any license granted hereunder, and thereafter, to hold the Contractor Confidential Information including any copies thereof and any documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for the County's exercise of the license rights granted hereunder, and except as required by the parties understand that all the material provided or produced under this Agreement may be subject to the Washington State Public Records Act Chapter 42.56 RCW. In the event of a request to the County for disclosure of such information, the County shall advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its Contractor Confidential Information and take necessary legal recourse. In the event of the filing of a lawsuit to compel such disclosure, the County will tender all such material to the court for judicial determination of the issue of disclosure and Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. Contractor further agrees to defend, indemnify and save and hold harmless the County, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article including but not limited to, prompt reimbursement to the County of all reasonable attorney fees, costs and damages that the County may incur directly or may be ordered to pay by such court.

**26. LEGAL AUTHORITY:**

**A.** Contractor represents that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken to enter into this Agreement.

**B.** The person signing and executing this Agreement on behalf of Contractor does hereby warrant and guarantee that he has been fully authorized by Contractor to execute this Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions herein set forth.

**C.** The County shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into this Agreement.

**27. NO CONSTRUCTION AGAINST DRAFTING PARTY:** Each of the Parties acknowledge that they and their respective counsel have had the opportunity to review this Agreement, and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions have been prepared by a particular party.

**28. CONTRACT DOCUMENTS: ORDER OF PRECEDENCE:** In the event of any conflicts between the language of this Agreement and the exhibits, the language of the

Agreement shall control.

29. **SURVIVAL OF CERTAIN PROVISIONS:** The parties understand and agree that all terms and conditions of this Agreement together with the exhibits and attachments hereto which, by reasonable implication, contemplate continued performance or compliance beyond the termination of this Agreement (by expiration of the term or otherwise) shall survive such termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Contractor's obligations for the provision of insurance and to indemnify the County shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

30. **INUREMENT:** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

31. **TIME IS OF THE ESSENCE:** The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence. The Parties acknowledge that Contractor's performance may be dependent upon performance by the County or others and that delays in the performance of the County or others may adversely affect the timing of Contractor's performance.

32. **FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unreasonable unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other party or its officers, directors, employees, agents, vendors or elected officials and/or other substantially similar occurrences beyond the party's reasonable control ("Excusable Delay") herein. In the event of any such Excusable Delay, time for performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay.

33. **PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

34. **COUNTY EXECUTION OF AGREEMENT:** This Agreement is expressly subject to and shall not be or become effective or binding on the County until it has been fully executed by all signatories of the County.

35. **COUNTERPARTS OF THIS AGREEMENT:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

By signing and dating below, the authorized parties approve and agree to the terms and conditions as specified in all pages of this agreement.

**CLARK COUNTY**

**Sierra-Cedar, Inc.**

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_ Print Title: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Signed: \_\_\_\_\_ Date Signed: \_\_\_\_\_

APPROVED AS TO FORM ONLY  
ANTHONY F. GOLIK

Clark County Prosecuting Attorney

\_\_\_\_\_

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Clark County, Washington  
Workday Deployment  
Statement of Work

April 17, 2017

**Sierra-Cedar, Inc.**

1255 Alderman Drive  
Alpharetta, GA 30005

Fenton Penna

Account Executive

Mobile: 303.641.5578

[fenton.penna@sierra-cedar.com](mailto:fenton.penna@sierra-cedar.com)

This document was prepared for the exclusive use of the designated recipient and contains proprietary and confidential information of Sierra-Sierra-Cedar, Inc.

## DOCUMENT REVISION HISTORY

| <u>Version</u> | <u>Editor</u>       | <u>Date</u> | <u>Summary</u>                          |
|----------------|---------------------|-------------|---|
| 1              | Sierra-Cedar        | 01.27.17    | Initial Draft                           |
| 2              | CLIENT              | 02.03.17    | Redlined                                |
| 3              | CLIENT/Sierra-Cedar | 02.09.17    | Reviewed in person meeting              |
| 4              | Sierra-Cedar        | 02.16.17    | Updated document from in person meeting |
| 5              | CLIENT              | 02.21.17    | Redlines back from Client               |
| 6              | Sierra-Cedar        | 02.23.17    | Sierra-Cedar redline responses          |



## 1. INTRODUCTION

This Statement of Work ("SOW") is made as of April 17, 2017 ("SOW Effective Date") by and between Sierra-Cedar, Inc. ("Sierra-Cedar") and Clark County, Washington ("CLIENT" or "COUNTY"). This SOW incorporates by reference the Master Services Agreement ("Agreement") between Sierra-Cedar and CLIENT dated Month XX, 2017. In the event of a conflict in terms between this SOW and the Agreement, the terms of the Agreement shall prevail. All capitalized terms not otherwise defined herein shall have the same meaning as in the Agreement. Any specification, design, user requirements document, installation checklist, etc., attached hereto and explicitly referenced herein shall be part of this SOW, provided such documents are in writing and signed by an authorized representative of each party. No terms, provisions, or conditions of any purchase order will have any effect on the obligations of the parties under or otherwise modify the Agreement or this SOW.

## 2. TERM

The term of this SOW is defined as the duration of the Project to convert the CLIENT from its legacy system to the Workday solution, as described herein. This SOW will commence as of April 2017 (Effective date) and will continue through the earlier of (i) completion of the project, (ii) November 2018; or (iii) its termination in accordance with the Agreement.

## 3. APPROACH AND WORKDAY DEPLOYMENT METHODOLOGY

The approach utilized by Sierra-Cedar to perform these services includes a combination of Sierra-Cedar's Business Process Alignment (BPA) and Business Readiness/Change Management and stages of the deployment as defined in the Workday Deployment Methodology of Plan, Architect, Configure/Prototype, Test and Deploy. The Business Process Alignment will be conducted prior to the deployment and execution of the Workday Deployment Methodology. Business Readiness/Change Management will occur throughout the duration of the project. High level overviews and detailed verbiage of these three approaches and/or methodologies are found in Appendix A, Appendix B, and Appendix C.

## 4. HIGH LEVEL SCOPE

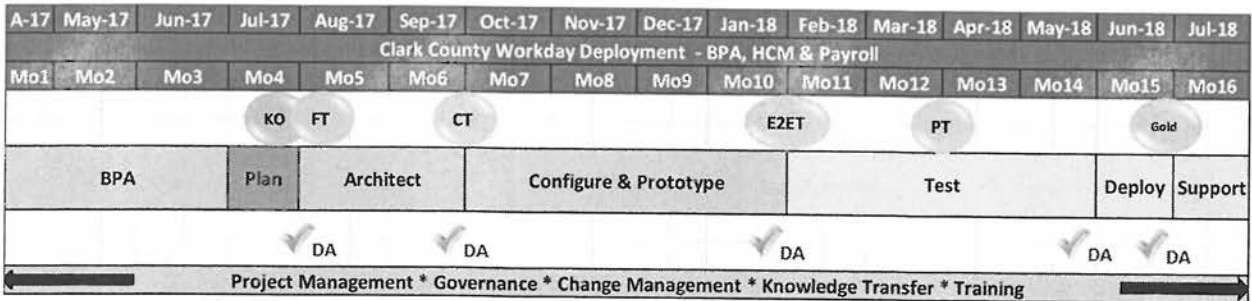
The scope of this Statement of Work (SOW) is for services for the deployment of Business Process Alignment, Business Readiness/Change Management, and Workday Human Capital Management (HCM), Payroll, and Financials. The Scope of Services is limited to those enumerated within this Statement of Work including the specified deliverables and any written change orders executed by the Parties. The deliverables and the Scope of Services are premised on the assumption of a joint project with material contribution of CLIENT resources and subject matter experts. Professional and Deployment Services provided by Sierra-Cedar are targeted to enable CLIENT to "Go Live" on the Workday solution and retire the legacy applications while reducing manual processes and following leading practices.

## 5. TIMELINE

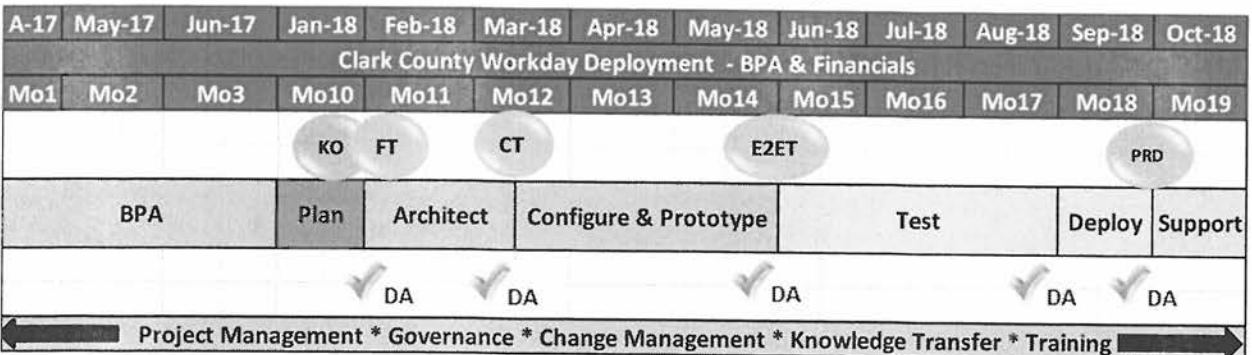
The Services provided by Sierra-Cedar pursuant to this SOW will span approximately 19 months from the start date including post-production support for each deployment phase. The production support model will be defined by the project managers during the Test Stage of each deployment phase. The estimated start date will be in April 2017 for the Business Process Alignment with an estimated completion in June 2017. The Phase 1 HCM/Payroll deployment is estimated to commence in July 2017 with an estimated go-live in July 2018 followed by post-production support through July 2018. The Phase 2 Financials

deployment is estimated to commence in January 2018 with an estimated go-live in October 2018 followed by post-production support through October 2018. The timeline for Talent will be determined during the project. This timeline is based upon Sierra-Cedar's understanding of the CLIENT's scope, internal staffing levels, need for change management, and our experience on other Workday projects. The final timeline, task lists, and stage duration assessments will be completed during the Plan stage of the project. Changes to the project timeline may affect pricing and will require a mutually-executed change order. The sample graphical timeline of the engagement is listed below.

**Phase 1 – HCM/Payroll Deployment Timeline with Business Process Alignment**



**Phase 2 - Financials Deployment Timeline with Business Process Alignment**



## 6. FEES AND PAYMENT SCHEDULE

This SOW is a fixed fee agreement between Sierra-Cedar and the CLIENT with fees to be paid at set milestones as defined in Section 6.2. Fees & Payment Schedule. Provided that the CLIENT complies with its obligations hereunder, Sierra-Cedar will complete the work defined in this Statement of Work for a fixed price amount of **\$3,227,000.00** plus applicable travel expenses.

Sierra-Cedar will submit an invoice as defined in Section 6.2 and that invoice will be due and payable per terms in the Agreement.

CLIENT will contract with and pay Workday directly for other required related services, such as:

- Workday Product Training and Education
- Workday Delivery Assurance Services

### 6.1. EXPENSES

Travel expenses for onsite services which are approximately 30% of total project time are not included in the fixed fee referenced herein and will be incurred as actuals in accordance with terms in the Sierra-Cedar Travel and Expense Billing Policy in Appendix I. Consultants will not be assigned to provide onsite

services in a single location for more than 12 consecutive months absent mutual written agreement by both the CLIENT and Sierra-Cedar.

If the CLIENT requests Sierra-Cedar to submit information such as time records or invoices to a third-party agency such as a vendor manager or payment manager, all costs associated with Sierra-Cedar's use of the third-party agency shall be borne by the CLIENT. Sierra-Cedar shall have no obligation to provide such third-party agency with confidential or personal information nor shall Sierra-Cedar's submission of information to the third-party agency relieve the CLIENT of any obligations hereunder. Sierra-Cedar does not accept credit cards or purchasing cards for payment.

The CLIENT agrees to provide Sierra-Cedar with a minimum of ten business days' notice of an unscheduled SOW termination. In the event the CLIENT provides less than ten business days' notice, Sierra-Cedar reserves the right to invoice the CLIENT for sixteen hours of consulting services per consultant released. Conversely, Sierra-Cedar agrees to provide the CLIENT with a minimum of ten business days' notice of an unscheduled SOW termination.

## 6.2. PAYMENT SCHEDULE

The payment schedule for services is set forth below. For clarity, payment obligations are conditioned on work and deliverables being performed and functional in conformance with the Agreement and this Statement of Work as demonstrated by acceptance testing.

Upon completion of a payment milestone and acceptance of the associated deliverable(s), Sierra-Cedar will submit an invoice and that invoice becomes due and payable per terms in the Agreement.

| PAYMENT MILESTONE     | DELIVERABLES   | INVOICE DATE | AMOUNT       |
|-----------------------|--|--------------|--------------|
| April 2017 Milestones | BPA - High Level Project Plan<br>BPA - Business Process Alignment Kickoff  | 4/30/2017    | \$160,000.00 |
| May 2017 Milestones   | BPA - Baseline Change Readiness Assessment<br>BPA - Stakeholder Identification and Engagement Plan<br>BPA - Initial Integrations Inventory and Diagram/Pattern Document<br>BPA - Data History Options<br>BPA - Data Cleanup and Validation Options<br>BPA - Current Key Reports Inventory<br>BPA - Current Business Processes Day in the Life (DITL) Workshops and Documentation | 5/31/2017    | \$160,000.00 |
| June 2017 Milestones  | BPA - Communication Matrix<br>BPA - High-Level Impact Assessment<br>BPA - Current Key Business Processes performed in Workday<br>BPA - Financial Data Model<br>BPA - Actionable Plan from DITLs and WD BPRs<br>BPA - Business Process Alignment Presentation   | 6/30/2017    | \$160,000.00 |

|                           |  |            |              |
|---------------------------|--|------------|--------------|
| July 2017 Milestones      | Phase 1 - Project Charter Document<br>Phase 1 - Project Management Plan<br>Phase 1 - Foundation Tenant<br>Phase 1 - Initial Deployment Data Gathering Workbook<br>Phase 1 - Integration Discovery and Tracker<br>Phase 1 - Communication Plan<br>Phase 1 - Leadership / Sponsorship Workshop and Support<br>Phase 1 - Knowledge Sharing Plan<br>Phase 1 - Project Kickoff<br>Phase 1 - Plan Stage Signoff  | 7/31/2017  | \$160,000.00 |
| August 2017 Milestones    | Phase 1 - Test Plan and Schedule<br>Phase 1 - Data Migration and Validation Strategy<br>Phase 1 - Tenant Management Plan   | 8/31/2017  | \$160,000.00 |
| September 2017 Milestones | Phase 1 - Configuration Design and Design Decisions Documents<br>Phase 1 - Business Processes and Roles Design Documents<br>Phase 1 - Integration Requirements and Field Mapping Document<br>Phase 1 - Business Readiness / Change Management Strategy<br>Phase 1 - High Level Training Strategy<br>Phase 1 - Architect Stage Signoff  | 9/30/2017  | \$160,000.00 |
| October 2017 Milestones   | Phase 1 - Customer Confirmation Session<br>Phase 1 - Configuration Tenant  | 10/31/2017 | \$160,000.00 |
| November 2017 Milestones  | Phase 1 - Report Workshop<br>Phase 1 - Training Curriculum   | 11/30/2017 | \$160,000.00 |
| December 2017 Milestones  | Phase 1 - Test Scenarios<br>Phase 1 - Impact Assessment  | 12/31/2017 | \$160,000.00 |
| January 2018 Milestones   | Phase 1 - Completed Unit Tests<br>Phase 1 - Developed Integrations<br>Phase 1 - Configure & Prototype Signoff<br>Phase 2 - Updated Project Charter Document<br>Phase 2 - Updated Project Management Plan<br>Phase 2 - Foundation Tenant<br>Phase 2 - Updated Integration Discovery and Tracker<br>Phase 2 - Updated Communication Plan<br>Phase 2 - Updated Leadership / Sponsorship Workshop and Support<br>Phase 2 - Knowledge Sharing Plan<br>Phase 2 - Project Kickoff<br>Phase 2 - Plan Stage Signoff | 1/31/2018  | \$192,000.00 |

|                          |  |           |              |
|--------------------------|--|-----------|--------------|
| February 2018 Milestones | Phase 1 – End to End Tenant<br>Phase 1 - Completed Smoke Tests<br>Phase 2 – Updated Test Plan and Schedule<br>Phase 2 – Updated Data Migration and Validation Strategy<br>Phase 2 – Updated Tenant Management Plan   | 2/28/2018 | \$192,000.00 |
| March 2018 Milestones    | Phase 1 – Cutover Plan<br>Phase 2 - Configuration Design and Design Decisions Documents<br>Phase 2 - Business Processes and Roles Design Documents<br>Phase 2 – Customer Confirmation Session<br>Phase 2 - Integration Requirements and Field Mapping Document<br>Phase 2 - Initial Deployment Data Gathering Workbook<br>Phase 2 - Configuration Tenant<br>Phase 2 – Updated Business Readiness / Change Management Strategy<br>Phase 2 – Updated High Level Training Strategy<br>Phase 2 – Architect Stage Signoff | 3/31/2018 | \$192,000.00 |
| April 2018 Milestones    | Phase 1 - Completed End-to-End Testing<br>Phase 1 - Completed User Acceptance Testing<br>Phase 2 - Report Workshop<br>Phase 2 – Updated Training Curriculum  | 4/30/2018 | \$192,000.00 |
| May 2018 Milestones      | Phase 1 - Completed Parallel Payroll Testing<br>Phase 1 – End User Training Content Development<br>Phase 1 – Pilot Training<br>Phase 1 – Test Stage Signoff<br>Phase 2 - Test Scenarios<br>Phase 2 - Completed Unit Tests<br>Phase 2 - Developed Integrations<br>Phase 2 – Impact Assessment<br>Phase 2 – Configure & Prototype Signoff  | 5/31/2018 | \$192,000.00 |
| June 2018 Milestones     | Phase 1 - Completed Go-Live Checklist I<br>Phase 1 - Completed Go-Live Authorization Form<br>Phase 1 – Gold/Pre-Production Tenant<br>Phase 1 – Training Delivery<br>2 <sup>nd</sup> Change Readiness Assessment<br>Phase 1 – Deploy Stage Signoff<br>Phase 2 – End to End Tenant Build<br>Phase 2 - Completed Smoke Tests  | 6/30/2018 | \$187,000.00 |
| July 2018 Milestones     | Phase 2 – Cutover Plan   | 7/31/2018 | \$160,000.00 |

|                           |  |            |                       |
|---------------------------|--|------------|-----------------------|
| August 2018 Milestones    | Phase 2 – Completed End to End Testing<br>Phase 2 - Completed User Acceptance Testing<br>Phase 2 – End User Training Content Development<br>Phase 2 – Pilot Training<br>Phase 2 – Test Stage Signoff | 8/31/2018  | \$160,000.00          |
| September 2018 Milestones | Phase 2 - Completed Go-Live Checklist I<br>Phase 2 - Production Build of Final Data Migration and Configuration<br>Phase 2 – Training Delivery Sustainability Plan                                   | 9/30/2018  | \$160,000.00          |
| October 2018 Milestones   | Phase 2 - Completed Go-Live Authorization Form   | 10/15/2018 | \$160,000.00          |
|                           | <b>Total of Payments</b>   |            | <b>\$3,227,000.00</b> |

## 7. DELIVERABLE CRITERIA

The deliverable tables in Appendix A, B, and C summarize the deliverables by phase and the owners and contributors for each deliverable. Each deliverable will have an acceptance criterion for signoff that is agreed to by the CLIENT and Sierra-Cedar. As Sierra Cedar completes the associated deliverable(s) for a given milestone, it will present the CLIENT with an Acceptance Certificate. Within five business days following receipt of the deliverables and Acceptance Certificate and returning it to Sierra Cedar (the "Acceptance") or, if the CLIENT does not believe the milestone has been reached or that the deliverables are acceptable, the CLIENT will notify Sierra Cedar in writing of the basis for its rejection. If the CLIENT does not accept or reject the Acceptance Certificate within such Acceptance period, Acceptance will be deemed to have occurred. If the CLIENT rejects any milestone deliverables presented by Sierra Cedar, the written rejection notice shall specify the basis for the CLIENT's determination that the milestone had not been reached or the deliverables are not acceptable. The Acceptance Process will repeat until Acceptance occurs,

The Owner of a deliverable is defined as the individual(s) who is/are primarily responsible for organizing, defining and creating the deliverable. A Contributor is defined as the individual(s) who work under the direction of the Deliverable Owner to assist in the preparation of the deliverable. Within a Shared Deliverable the individual(s) will work under the guidance of the Project Managers to contribute all or a portion of the Deliverable based on the Project Managers' direction. The list of deliverables includes those for the Business Process Alignment approach, the Business Readiness/Change Management approach, and the Workday Deployment Methodology.

## 8. ISSUE ESCALATION

CLIENT's Project Manager is the escalation point for all employees of CLIENT assigned to the project. Sierra-Cedar's Project Manager is the escalation points for all employees of Sierra-Cedar assigned to the project. CLIENT's Project Manager and Sierra-Cedar Project Manager will work closely together to resolve any issues between CLIENT and Sierra-Cedar. The Steering Committee is the escalation point for the CLIENT Project Manager and the Sierra-Cedar Project Manager. If there is an issue with either CLIENT's Project Manager or Sierra-Cedar's Project Manager, the Steering Committee members will contact their peer on the committee to resolve issues. The Steering Committee shall promptly resolve all escalated issues, if necessary, by convening a meeting and obtaining direction from the appropriate people within CLIENT's organization and Sierra-Cedar's organization.

## 9. PROJECT CHANGES

The parties acknowledge and agree that the avoidance of project delays is material to CLIENT's use of Professional Services and Sierra-Cedar's ability to provide the Professional Services. In the event of any project delay due to the fault of CLIENT, Sierra-Cedar, or causes not in the control of either party, the parties will attempt to mitigate the effects of such delay. If the issue escalation process has been exhausted, either party may convene a Steering Committee meeting to resolve such delays and to develop a mutually agreed upon solution. The Steering Committee will take into consideration the cause of the delay and negotiate in good faith. In the event that the Steering Committee determines there are project impacts, including, but not limited to, changes in project scope, estimated level of effort, project timeline, project resource commitments, or estimated professional services fees and/or expenses, a mutually agreed upon change order will be entered into pursuant to the Change Order Process defined in the Appendix D of this Statement of Work.

## 10. OPTIONAL SERVICES

Deployment of the following Workday functionality is not within the scope of the Services currently being provided under this SOW:

Performance Management/Succession Planning

If CLIENT wishes Sierra-Cedar to deploy any of the Workday functionality specified in this Section 10 ("Optional Services"), a Change Order will be executed by the parties in accordance with Appendix D of this SOW. For a period of two (2) years following the date on which the parties sign the Agreement and this SOW, Sierra-Cedar's Fiscal Year 2017 billing rates will be used to calculate the pricing for services provided by Sierra-Cedar personnel in connection with the deployment of the Workday functionality specified in this Section 10. In the event that Workday requires Sierra-Cedar to subcontract the performance of any aspect of the Optional Services to Workday, Workday's then-current billing rates will be used to calculate the pricing for any portion of the Optional Services performed by subcontracted Workday personnel.

## 11. SCHEDULES, EXHIBITS AND APPENDICES

These terms are used interchangeably and refer to the following documents. This SOW specifically excludes any document not referenced herein.

| Reference | Description  |
|-----------|--|
| A         | Sierra-Cedar Business Process Alignment Approach           |
| B         | Sierra-Cedar Business Readiness/Change Management Approach |
| C         | Workday Deployment Methodology                             |
| D         | Sierra-Cedar Change Control Process                        |
| E         | Rate Card for Change Orders                                |
| F         | CLIENT Authorized Acceptance Approvers                     |
| G         | Sample Approval of Acceptance                              |
| H         | Combined Resource Roles and Responsibilities               |

| Reference | Description                                    |
|-----------|--|
| I         | Sierra-Cedar Travel and Expense Billing Policy |

## 12. EXPIRATION OF OFFER

The offer set forth in this SOW is valid only through March 31, 2017 ("SOW Offer Expiration Date"), and in the event this Statement of Work is not executed by such date, the offer may be rescinded, in which case all terms are null and void, and neither party shall have any obligation in relation hereto.

**The authorized representatives of the parties have signed this Statement of Work.**

**SIERRA-CEDAR, INC.**

**CLIENT**

**Sierra-Cedar, Inc.**

**Clark County, Washington**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# APPENDIX A: BUSINESS PROCESS ALIGNMENT APPROACH

## 1. APPROACH

Sierra-Cedar uses a Business Process Alignment (BPA) approach to support organizations in conducting a review of their HCM, Payroll, and Financial business processes prior to the start of the Workday deployment. Our consultants will lead CLIENT in identifying key areas of the organization's HCM, Payroll, and Financial processes, documenting those business processes, determining the differences between the current processes and Workday standard processes, and identifying areas of standardization. Our technical consultants will conduct strategy sessions related to data, integration, and reporting that will be leveraged in the deployment project. This BPA will provide an opportunity for CLIENT to review current business practices in the context of a Workday deployment, recognize such benefits as process standardization, introduce and familiarize users with Workday technology, and prioritize policy and process changes.

The following approach will leverage Sierra-Cedar's consulting experience, leading tools and methodologies, and standards inherent in the Workday solution to conduct the BPA. Sierra-Cedar's approach is composed of five phases:

- Phase I – Planning
- Phase II – Current Business Process Day in the Life (DITLs) Review
- Phase III – Workday Standard Business Process Review (WD BPRs)
- Phase IV – Alignment of Current Business Processes with Workday Standards
- Phase V – Business Process Alignment Report and Presentation

## 2. ROLES & RESPONSIBILITIES

### 2.1. CLIENT RESOURCES

Based upon the scope and timeline, the following table describes the roles and responsibilities as well as the time allocations for CLIENT project team members. The assignment of named resources and final time allocations will be determined during the Plan Stage of the deployment using a project staffing tool and the project plan developed jointly by the Sierra-Cedar and CLIENT Project Managers.

| CLIENT ROLE               | RESPONSIBILITY | RESOURCE ALLOCATION |
|---------------------------|----------------|---------------------|
| LEADERSHIP AND MANAGEMENT |                |                     |

| CLIENT ROLE                                      | RESPONSIBILITY   | RESOURCE ALLOCATION  |
|--|--|--|
| <b>Executive Sponsor(s)/ Executive Committee</b> | <ul style="list-style-type: none"> <li>▪ Responsible for championing the project</li> <li>▪ Provides executive level oversight of the project</li> <li>▪ Provides input on key strategic decisions and helps to resolve escalated issues</li> <li>▪ Ensures that the appropriate resources are available for the project</li> <li>▪ Ensure the project is meeting the goals and time-frames outlined at the beginning of the project</li> <li>▪ Responsible for setting the direction, driving benefits, managing stakeholders, and deploying resources</li> <li>▪ Governance for any changes in scope</li> <li>▪ Attends Steering Committee meetings</li> </ul> | <b>Estimated FTE:</b> 4 - 5 team members at 0.10 FTE   |
| <b>Project Manager</b>                           | <ul style="list-style-type: none"> <li>▪ Responsible for managing the project to completion with Sierra-Cedar Project Manager</li> <li>▪ Develops, manages, and maintains the Project Work Plan in partnership with Sierra-Cedar Project Manager</li> <li>▪ Manages the issue and key decision log</li> <li>▪ Sets deadlines and evaluates milestones</li> <li>▪ Assigns responsibilities</li> <li>▪ Escalates issues to the Steering Committee that may impact the go-live date</li> <li>▪ Signs off on key deliverables throughout the project</li> <li>▪ Leads Steering Committee meetings</li> </ul>   | <b>Estimated FTE:</b> 1 team member at 0.75 FTE  |
| <b>Functional</b>                                |  |  |
| <b>Functional Leads</b>                          | <ul style="list-style-type: none"> <li>▪ Plays a key role during the DITL workshops</li> <li>▪ Leads the functional team for a specific functional area(s), e.g., Procurement</li> <li>▪ Coordinates activities with the Sierra-Cedar Consultants and other CLIENT functional resources</li> <li>▪ Attends BPA workshops to identify opportunities for improvement, areas for standardization, unique variances and potential differences in functionality</li> <li>▪ Communicates business requirements</li> <li>▪ Gathers reports and defines reporting requirements</li> </ul>  | <b>Estimated FTE:</b> 12 team members at 4.40 FTE<br><br>HCM, Comp – 50%<br>Benefits, Absence – 35%<br>Payroll, TT – 75%<br>Recruiting – 35%<br>Financial Acct – 50%<br>Procurement – 25%<br>Suppliers – 25%<br>Assets – 25%<br>Projects, Grants – 25%<br>Expenses – 20%<br>Customers, Banking – 40% |
| <b>Subject Matter Experts (SMEs)</b>             | <ul style="list-style-type: none"> <li>▪ Resources representing departments / areas of functional expertise</li> <li>▪ Communicate functional requirements</li> <li>▪ Provide functional knowledge and expertise on requirements</li> <li>▪ Participate in BPA workshops to understand Workday business processes</li> <li>▪ Gather reports</li> </ul>   | <b>Estimated FTE:</b> 6+ team members at 1.50 FTE<br><br>HCM, Comp, Benefits – 25%<br>Absence, Payroll, TT – 25%<br>Recruit – 25%<br>Fin Acct, Assets, Bank – 25%<br>Proc, Suppliers, Exp – 25%<br>Cust, Projects, Grants – 25%  |
| <b>Technical</b>                                 |  |  |
| <b>Integration Developers</b>                    | <ul style="list-style-type: none"> <li>▪ Responsible for providing technical knowledge and expertise related to CLIENT integration requirements</li> </ul>   | <b>Estimated FTE:</b> 1+ team members at 0.75 FTE  |

| CLIENT ROLE                                 | RESPONSIBILITY  | RESOURCE ALLOCATION                               |
|---|---|---|
| <b>Data Migration Lead</b>                  | <ul style="list-style-type: none"> <li>Responsible for providing technical knowledge and expertise related to current systems used by CLIENT</li> </ul> | <b>Estimated FTE:</b> 1+ team members at 0.50 FTE |
| <b>Business Readiness/Change Management</b> |   |   |
| <b>Change Lead</b>                          | <ul style="list-style-type: none"> <li>Support execution of the change management plan for CLIENT</li> </ul>  | <b>Estimated FTE:</b> 1+ team members at 0.50 FTE |

## 2.2. SIERRA-CEDAR RESOURCES

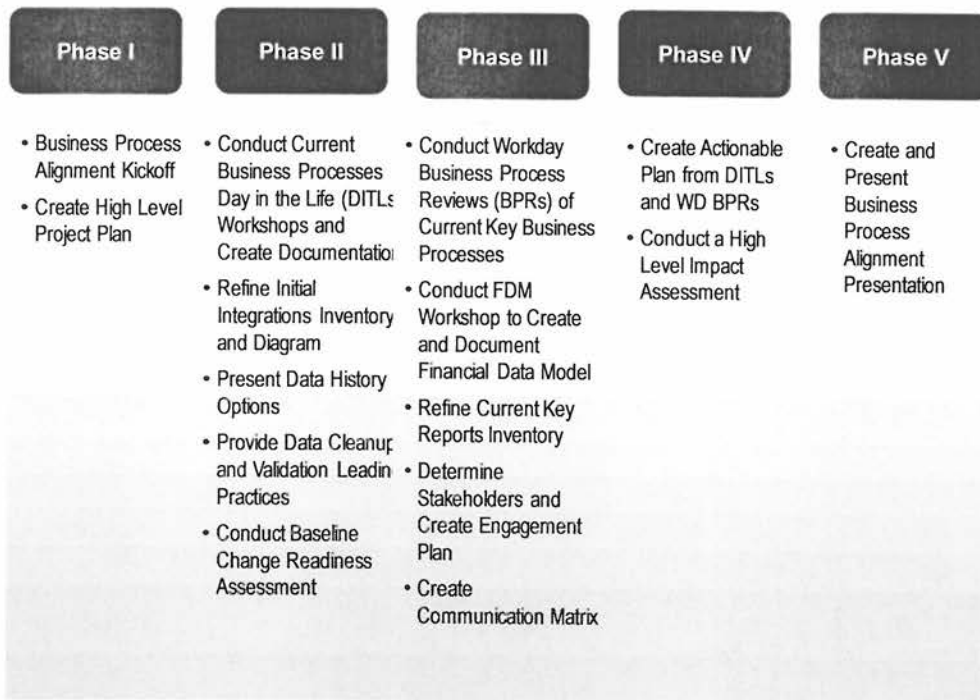
The Sierra-Cedar deployment team roles, responsibilities, and initial allocations are documented below. Sierra-Cedar will work with CLIENT to manage the allocations of resources as needed to support project needs.

| SIERRA-CEDAR ROLE                | RESPONSIBILITY   | RESOURCE ALLOCATION                             |
|----------------------------------|--|---|
| <b>LEADERSHIP AND MANAGEMENT</b> |  |   |
| <b>Executive Sponsor(s)</b>      | <ul style="list-style-type: none"> <li>Responsible for being the point of contact representing Sierra-Cedar management team</li> <li>Works with the Project Manager to prevent escalated issues from impacting the project timeline</li> <li>Participates in regularly scheduled Steering Committee meetings, which assess whether the project team is being held accountable for dates and commitments agreed to in the Project Work Plan</li> <li>Maintains an ongoing relationship with the CLIENT's executive contacts</li> </ul>  | <b>Estimated FTE:</b> 1 team member at 0.10 FTE |
| <b>Project Manager</b>           | <ul style="list-style-type: none"> <li>Responsible for collaborating with the CLIENT Project Manager to manage the overall project to completion</li> <li>Collaborates with CLIENT Project Manager to define project standards, policies and procedures to be used across projects</li> <li>Monitors compliance with these project management standards, policies, procedures, and templates via project reviews and assessments</li> <li>Develops, manages, and maintains the project plan</li> <li>Performs financial management across the project</li> <li>Manages the project issues, risks and key decision log</li> <li>Sets priorities and deadlines and evaluates milestones</li> <li>Assigns responsibilities</li> <li>Provides project health reports to upper management and on a regular basis</li> <li>Participates in internal review meetings, which help to validate that the project is meeting deadlines and mitigating risk</li> <li>Creates and Presents Business Process Alignment Presentation</li> </ul> | <b>Estimated FTE:</b> 1 team member at 0.40 FTE |
| <b>Functional</b>                |  |   |

| SIERRA-CEDAR ROLE                                | RESPONSIBILITY   | RESOURCE ALLOCATION   |
|--|--|---|
| <b>Consultants</b>                               | <ul style="list-style-type: none"> <li>Facilitate Current Business Processes Day in the Life (DITLs) Workshops and Create Documentation</li> <li>Conduct Workday Business Process Reviews (BPRs) of Current Key Business Processes</li> <li>Create Actionable Plan from DITLs and WD BPRs</li> </ul> | <b>Estimated FTE:</b> 6 - 8 team members at up to 2.50 FTEs |
| <b>Technical</b>                                 |  |   |
| <b>Integration Consultant</b>                    | <ul style="list-style-type: none"> <li>Create / Refine Initial Integrations Inventory and Diagram</li> <li>Create / Refine Current Customizations Inventory</li> </ul>   | <b>Estimated FTE:</b> 1 team member at 0.10 FTE             |
| <b>Data Migration/Reporting Consultant</b>       | <ul style="list-style-type: none"> <li>Present Data History Options</li> <li>Provide Data Cleanup and Validation Leading Practices</li> <li>Create / Refine Current Key Reports Inventory</li> </ul>   | <b>Estimated FTE:</b> 1 team member at 0.15 FTE             |
| <b>Business Readiness/Change Management</b>      |  |   |
| <b>Business Readiness/Change Management Lead</b> | <ul style="list-style-type: none"> <li>Conduct Baseline Change Readiness Assessment</li> <li>Determine Stakeholders and Create Engagement Plan</li> <li>Create the Communication Matrix</li> <li>Conduct the High-Level Impact Assessment</li> </ul>   | <b>Estimated FTE:</b> 1 team member at 0.25 FTE             |

### 3. BUSINESS PROCESS ALIGNMENT APPROACH AND DELIVERABLES

#### Business Process Alignment Approach



#### 3.1. DELIVERABLES

The following section describes the deliverables that will be created for the project. The owner of a deliverable is defined as the individual(s) who is/are primarily responsible for organizing, defining and creating the deliverable. A Contributor is defined as the individual(s) who work under the direction of the Deliverable Owner to assist in the preparation of the deliverable. Within a Shared Deliverable, the individual(s) will work under the guidance of the Project Managers to contribute all or a portion of the Deliverable based on the Project Managers' direction.

| Deliverable                                    | Description   | Owner        | Contributor |
|--|---|--------------|-------------|
| Business Process Alignment Kickoff             | Sierra-Cedar will meet with the CLIENT's project team members to organize the BPA project and refine the work plan and schedule. This initial meeting will be used to review the overall BPA project vision, scope, and approach, as well as the CLIENT's project team and the respective roles of the CLIENT and Sierra-Cedar.   | Sierra-Cedar | CLIENT      |
| High Level Project Plan                        | Based on information gathered in previous activities, Sierra-Cedar will refine a high-level project plan template that contains project scope, time frames, milestones, and resources.  | Sierra-Cedar | CLIENT      |
| Baseline Change Readiness Assessment           | Sierra-Cedar will deploy a baseline change readiness survey to up to 100 employees who CLIENT identifies as likely to be impacted by the HCM/Payroll and Financials deployments. Once the results of the change readiness assessment have been presented to the CLIENT, those results will contribute to Communication Matrix and Impact Assessment. The CLIENT will be presented with quantitative data which is then used to help execute an effective user engagement and communication program.                                 | Sierra-Cedar | CLIENT      |
| Stakeholder Identification and Engagement Plan | Sierra-Cedar will work with the CLIENT to identify focus groups that are comprised of business process owners, support staff, and any other CLIENT subject matter experts with different perspectives from across the organization that collectively form the knowledge base of the organization's business processes.  | Sierra-Cedar | CLIENT      |
| Communication Matrix                           | Using a RASIC approach (RASIC is an acronym that stands for Responsible, Approving, Supporting, Informed, and Consulted), Sierra-Cedar will provide the CLIENT with a Communication Matrix that outlines the business processes and impacted stakeholder groups that will be engaged and communicated with throughout the deployment. The results of the Communication Matrix will be incorporated into the deployment's Communication Plan.  | Sierra-Cedar | CLIENT      |
| Impact Assessment                              | Sierra-Cedar will lead the assessment of the business process changes that will affect the end-user population. Information will be captured in an MS Word document and subsequently incorporated into the Communication Plan during the deployment so that impacts are introduced in a manner that is participatory and involves two-way communications. Sierra-Cedar will complete this assessment using a variety of methods, including a documented review of fit and interviews with the CLIENT and Sierra-Cedar team members. | Sierra-Cedar | CLIENT      |

|   |   |                                  |              |
|---|---|----------------------------------|--------------|
| Initial Integrations Inventory and Diagram                                    | Create or refine the current integrations inventory and diagram; validate the integrations information in the DITLs and WD BPRs; this information will be used as an accelerator to the Workday design sessions when the deployment project is initiated.   | Sierra-Cedar                     | CLIENT       |
| Data History Options  | Sierra-Cedar will facilitate a discussion with the CLIENT in a workshop environment with the intent to provide options for addressing any data history requirements for the deployment project and post go live. A more in-depth Data History Workshop will be held during the deployment.  | Sierra-Cedar                     | CLIENT       |
| Data Cleanup and Validation Options   | The Sierra-Cedar data migration consultant will provide the CLIENT with options for performing data cleanup and validation.   | Sierra-Cedar                     | CLIENT       |
| Current Key Reports Inventory   | Create or refine the current key reports inventory; validate the reports information in the DITLs and WD BPRs; this information will be used as an accelerator to the Workday design sessions when the deployment project is initiated.   | Sierra-Cedar                     | CLIENT       |
| Current Business Processes Day in the Life (DITL) Workshops and Documentation | Through a series of Day in the Life (DITL) workshops facilitated by Sierra-Cedar, the CLIENT project leads will walk Sierra-Cedar through current CLIENT processes. The CLIENT project team and Sierra-Cedar's functional consultants will review and document the CLIENT's key HCM/Payroll/Financials business processes that will be supported, improved, and automated in the new Workday environment. | CLIENT                           | Sierra-Cedar |
| Current Key Business Processes performed in Workday                           | Sierra-Cedar functional consultants will present key HCM/Payroll/Financials business processes using Workday standard processes; differences between current processes and Workday standards will be captured.  | Sierra-Cedar                     | CLIENT       |
| Financial Data Model  | Sierra-Cedar functional consultants will work with the CLIENT to determine the new Financial Data Model that will be used for Workday. The Financial Data Model will replace the existing chart of accounts in the legacy system.   | CLIENT and Sierra-Cedar (Shared) |              |
| Actionable Plan from DITLs and WD BPRs  | Based upon the differences documented in the WD BPRs, Sierra-Cedar and CLIENT will develop an actionable plan for the CLIENT to execute to align the differences. This plan will denote those items that can and should be completed prior to the end of the Architect Stage of the deployment project.   | CLIENT and Sierra-Cedar (Shared) |              |
| Business Process Alignment Presentation                                       | Based on the information gathered in the BPA initiative, Sierra-Cedar will develop a report reflecting the BPA initiatives. This report will be presented to the Executive Sponsors and project team.   | Sierra-Cedar                     | CLIENT       |

## 4. DEPLOYMENT SCOPE

As a starting point, Sierra-Cedar will meet with CLIENT project team members to organize the BPA project and refine the work plan and schedule. This initial meeting will be used to review the overall BPA project vision, scope, and approach, as well as CLIENT project team and the respective roles of CLIENT and Sierra-Cedar.

Through a series of Day in the Life (DITL) workshops facilitated by Sierra-Cedar, CLIENT project leads will walk Sierra-Cedar through CLIENT current processes. CLIENT project leads and the Sierra-Cedar consultants will review and document CLIENT key business processes that will be supported, improved, and automated in the new Workday environment.

Sierra-Cedar will work with CLIENT project management to determine the structure of the workshops, finalize the list of key business processes, identify participants, determine locations, and schedule the sessions. Sierra-Cedar will also lead CLIENT in determining representatives from the DITL Workshop participants who can lead the Workshop presentations covering the key business processes in the current environment.

In addition to CLIENT resources who will participate in the Workshop presentations, the DITL Workshops will consist of approximately 12 CLIENT resources engaged in stakeholder focus groups for workshops. Focus groups are comprised of business process owners, support staff, and any other CLIENT subject matter experts with different perspectives from across the organization who collectively form the knowledge base of the organization's business processes. Focus group members participate in DITL Workshops to review and document current business processes. They may act as change ambassadors within the organization, helping to facilitate communications and provide support as required to help the organization understand the impact of process changes within departments.

Following is a list of HCM and Payroll business processes for the DITL Workshops. This list is what Sierra-Cedar commonly sees and use for BPA; however, if another business process is needed that is not listed below, it will be included in BPA. Along with these business processes, separate sessions will be held to discuss the semi-monthly vs. bi-weekly payroll options for the CLIENT.

| FUNCTIONAL AREA          | BUSINESS PROCESS   |
|--------------------------|--|
| Human Capital Management | <ul style="list-style-type: none"> <li>▪ Add Additional Job</li> <li>▪ Change Emergency Contact Information</li> <li>▪ Change Job</li> <li>▪ Promotion/Demotion/Lateral changes with and without salary change</li> <li>▪ Change Location and Cost Center/Program Code</li> <li>▪ Change Manager</li> <li>▪ Reorganizations</li> <li>▪ Close Job Requisition</li> <li>▪ Close Position</li> <li>▪ Complete I-9 Form</li> <li>▪ Contact Change</li> <li>▪ Contract Contingent Worker</li> <li>▪ Create Position</li> <li>▪ Edit Government IDs</li> <li>▪ Edit Hiring Restrictions</li> <li>▪ Edit ID Information</li> <li>▪ Edit Licenses</li> <li>▪ Edit Other IDs</li> <li>▪ Edit Position</li> <li>▪ Edit Position Restrictions</li> <li>▪ End Additional Job</li> <li>▪ End Contingent Worker Contract</li> <li>▪ Freeze Job Requisition</li> <li>▪ Freeze Position</li> <li>▪ Hire and Rehire</li> <li>▪ Job Requisition</li> <li>▪ Legal Name Change</li> <li>▪ Manage Probation Period</li> </ul> |

|                      |   |
|----------------------|---|
|                      | <ul style="list-style-type: none"> <li>▪ Onboarding</li> <li>▪ Passports and Visa Change</li> <li>▪ Personal Information Change</li> <li>▪ Photo Change</li> <li>▪ Preferred Name Change</li> <li>▪ Switch Primary Job</li> <li>▪ Termination</li> <li>▪ Title Change</li> </ul>  |
| <b>Compensation</b>  | <ul style="list-style-type: none"> <li>▪ Request Compensation (Job Requisition)</li> <li>▪ Request Compensation Change (Edit Position)</li> <li>▪ Propose Compensation (Hire and Add Job)</li> <li>▪ Propose Compensation Change (Change Job)</li> <li>▪ Change Default Compensation (Create Position, Termination)</li> </ul>  |
| <b>Benefits</b>      | <ul style="list-style-type: none"> <li>▪ New Hire</li> <li>▪ Open Enrollment</li> <li>▪ Life Events</li> <li>▪ Passive Events</li> <li>▪ Termination (COBRA, Retiree)</li> </ul>  |
| <b>Recruiting</b>    | <ul style="list-style-type: none"> <li>▪ Assess Candidate</li> <li>▪ Evergreen Requisition</li> <li>▪ Evergreen Requisition Change</li> <li>▪ Interview</li> <li>▪ Job Application</li> <li>▪ Manage Internal Career Apply</li> <li>▪ Offer</li> <li>▪ Post Job</li> <li>▪ Refer a Candidate</li> <li>▪ Reference Check</li> <li>▪ Review Candidate</li> <li>▪ Screen</li> <li>▪ Update Job Posting</li> <li>▪ Civil Service</li> </ul> |
| <b>Absence</b>       | <ul style="list-style-type: none"> <li>▪ Request Leave of Absence</li> <li>▪ Request Return from Leave of Absence</li> <li>▪ Paid and unpaid time off tracking</li> </ul>   |
| <b>Time Tracking</b> | <ul style="list-style-type: none"> <li>▪ Assign Work Schedule</li> <li>▪ Enter Time</li> <li>▪ Reported Time Batch Event</li> </ul>   |
| <b>Payroll</b>       | <ul style="list-style-type: none"> <li>▪ Add Tax Elections - Federal and State</li> <li>▪ Add Payment Elections</li> <li>▪ Assign Pay Group</li> <li>▪ Record Withholding Order</li> <li>▪ Add Payroll Input</li> <li>▪ Run Pay Calculation</li> <li>▪ Run Payroll Accounting</li> <li>▪ Run Retroactive Pay Calculation</li> <li>▪ Pay Period/Quarterly/Year End Processing and Reporting</li> </ul>                                   |

Following is a list of Financials business processes for the DITL Workshops. This list is what we commonly see and use for BPA; however, if another business process is needed that isn't listed, it will be included in BPA.

| FUNCTIONAL AREA             | BUSINESS PROCESS   |
|-----------------------------|--|
| <b>Financial Accounting</b> | <ul style="list-style-type: none"> <li>▪ Accounting Journal Event</li> </ul> |



|                               |  |
|-------------------------------|--|
|                               | <ul style="list-style-type: none"> <li>▪ Accounting Journal Unpost Event</li> <li>▪ Allocation Run Event</li> <li>▪ Allocation Finalize Event</li> <li>▪ Average Daily Balance Event</li> <li>▪ Period Close Event</li> <li>▪ Period Close Notification Event</li> </ul>   |
| <b>Budgets</b>                | <ul style="list-style-type: none"> <li>▪ Budget Event</li> <li>▪ Budget Amendment Event</li> <li>▪ Check Budget (Spend)</li> <li>▪ Budgetary Roll Forward Close Event</li> </ul>   |
| <b>Banking and Settlement</b> | <ul style="list-style-type: none"> <li>▪ Bank Account Transfer Event</li> <li>▪ Bank Statement Event</li> <li>▪ Review Bank Statement Line</li> <li>▪ Ad Hoc Bank Transaction Template Event</li> <li>▪ Ad Hoc Bank Transaction Event</li> <li>▪ Ad Hoc Payment Event</li> <li>▪ Settlement Run Event</li> <li>▪ Print Checks Task</li> <li>▪ Payment Printing Event</li> <li>▪ Prenote Run Event</li> <li>▪ Payment Release Event</li> <li>▪ Remittance Release Event</li> <li>▪ Review Payment Acknowledgement</li> <li>▪ Payment Return Statement Event</li> <li>▪ Payment Return Event</li> </ul>                            |
| <b>Customer Accounts</b>      | <ul style="list-style-type: none"> <li>▪ Customer Request</li> <li>▪ Customer Invoice Event</li> <li>▪ Customer Invoice Email Event</li> <li>▪ Customer Payment Application Event</li> <li>▪ Customer Invoice Maintenance Event</li> <li>▪ Cash Sale Event</li> <li>▪ Customer Deposit Event</li> <li>▪ Customer Refund Event</li> <li>▪ Bad Debt Writeoff Event</li> <li>▪ Customer Statement Event</li> <li>▪ Customer Contract Event</li> <li>▪ Customer Contract Amendment Event</li> <li>▪ Billing Schedule Event</li> <li>▪ Revenue Recognition Schedule Event</li> <li>▪ Revenue Recognition Installment Event</li> </ul> |
| <b>Business Assets</b>        | <ul style="list-style-type: none"> <li>▪ Asset Registration Event</li> <li>▪ Asset Issue Event</li> <li>▪ Asset Adjust in Service Date Event</li> <li>▪ Asset Transfer Event</li> <li>▪ Asset Disposal Event</li> <li>▪ Asset Removal Event</li> <li>▪ Asset Reinstatement Event</li> <li>▪ Asset Assign Accounting Event</li> <li>▪ Asset Reclassification Event</li> <li>▪ Asset Cost Adjustment Event</li> <li>▪ Asset Useful Life Update Event</li> <li>▪ Asset Impairment Event</li> </ul>  |
| <b>Projects</b>               | <ul style="list-style-type: none"> <li>▪ Create Project Hierarchy</li> <li>▪ Create Project</li> </ul>   |

|                          |  |
|--------------------------|--|
|                          | <ul style="list-style-type: none"> <li>▪ Create Idea</li> <li>▪ Create Project Scenario</li> <li>▪ Verify Capital Project Expense</li> <li>▪ Project Billing Events</li> </ul>   |
| <b>Supplier Accounts</b> | <ul style="list-style-type: none"> <li>▪ 1099 Electronic Filing Run Event</li> <li>▪ 1099 MISC Adjustment</li> <li>▪ Credit Card Transaction Load</li> <li>▪ Prepaid Spend Amortization Event</li> <li>▪ Prepaid Spend Amortization Schedule Event</li> <li>▪ Procurement Card Transaction Verification Event</li> <li>▪ Procurement Card Transaction Verification Intercompany Event</li> <li>▪ Procurement Roll Forward</li> <li>▪ Receipt Accrual Event</li> <li>▪ Recurring Supplier Invoice</li> <li>▪ Supplier Accounts Match Event</li> <li>▪ Supplier Accounts Match Exception Override Event</li> <li>▪ Supplier Alternate Name Change Event</li> <li>▪ Supplier Change Event</li> <li>▪ Supplier Connection Event</li> <li>▪ Supplier Contact Info Change Event</li> <li>▪ Supplier Event</li> <li>▪ Supplier Invoice Event</li> <li>▪ Supplier Invoice Intercompany Event</li> <li>▪ Supplier Request</li> <li>▪ Supplier Settlement Bank Account Change Event</li> </ul> |
| <b>Procurement</b>       | <ul style="list-style-type: none"> <li>▪ Catalog Load</li> <li>▪ Change Order</li> <li>▪ Create Change Order from Contingent Worker Contract</li> <li>▪ Create Purchase Order from Contingent Worker Contract</li> <li>▪ Create Supplier Contract Schedule Installments for Receipt</li> <li>▪ New Hire Provisioning</li> <li>▪ Procurement Mass Close Event</li> <li>▪ Purchase Order Event</li> <li>▪ Purchase Order Issue Event</li> <li>▪ Purchase Order XML Issue Event</li> <li>▪ Receipt</li> <li>▪ Request for Quote Award Event</li> <li>▪ Request for Quote Event</li> <li>▪ Request for Quote Response Event</li> <li>▪ Requisition Event</li> <li>▪ Requisition Sourcing Event</li> <li>▪ Return to Supplier Event</li> <li>▪ Supplier Contract Amendment Event</li> <li>▪ Supplier Contract Event</li> <li>▪ Supplier Contract Invoice Schedule Event</li> </ul>  |
| <b>Grants</b>            | <ul style="list-style-type: none"> <li>▪ Award Event</li> <li>▪ Award Amendment Event</li> <li>▪ Award Proposal Event</li> <li>▪ Award Correction Event</li> <li>▪ Letter of Credit Draw Down Event</li> <li>▪ Reprocess Award Costs Event</li> </ul>  |
| <b>Expenses</b>          | <ul style="list-style-type: none"> <li>▪ Expense Report Event</li> <li>▪ Payment Election Enrollment Event</li> <li>▪ Review Credit Card Transaction Event</li> </ul>  |

Prior to the current business processes DITL Workshops, Sierra-Cedar integration and data migration consultants will present an introductory strategy for identifying and documenting current integrations, data to be migrated to the new Workday system, and top reporting needs during the DITL Workshops. The integration and data migration consultants will leverage CLIENT documentation of existing integrations and reports.

Our joint goal for the integration strategy is to document available information leading to a greater understanding of CLIENT current integrations that may be needed in a future Workday environment. CLIENT will create an integration inventory based on the current legacy system. This will be used as input to the DITL Workshops. This current integration inventory will be used to create an integration diagram / pattern document and can be used as an accelerator to the Workday design sessions when the deployment project is initiated.

Our goal for the data strategy is to help CLIENT to develop a high-level understanding of data requirements in future Workday applications. Based on our Workday experience, we will provide CLIENT with a generic listing of data focus areas based on the scope identified by CLIENT. CLIENT can use this information to “jump start” the data cleansing and mapping efforts prior to the kickoff of the Workday deployment project. In addition, Sierra-Cedar will provide CLIENT with options for dealing with any data history requirements during the deployment project and post go live. Sierra-Cedar will complete a deliverable document during BPA for data history options that will provide CLIENT with options for dealing with any data history requirements during the deployment project and post go live.

Our goal for the reporting strategy is to gather information regarding the key standard reports that are currently required and produced for CLIENT. These key reporting requirements will be entered in a matrix by process area within the scope defined by CLIENT. The matrix will be created in the context of our experience with Workday reporting and can be used as input to the design sessions upon deployment project initiation. This too can act as an accelerator to the Workday deployment. The matrix will also be used to map to standard reports so CLIENT can prioritize reports that need to be developed for go live.

Once the DITL Workshops are complete, the Sierra-Cedar consultants will demonstrate how the key business processes will be performed using Workday standard processes. Executing the key processes in a Workday environment will help to familiarize CLIENT stakeholders/focus groups with Workday terminology as well as the sequence of steps in the business processes. Sierra-Cedar will also conduct the FDM workshop to help the CLIENT create and document its new Financial Data Model that will be used in Workday.

As the Sierra-Cedar consultants execute the Workday standard business processes, CLIENT DITL Workshop stakeholder/focus group members and Sierra-Cedar consultants will note the differences between how the key business processes are performed today as described in the DITL Workshops in Phase II, and how they will be performed in Workday.

After completing the current Business Process Alignment DITL Workshops in Phase II and the business process demonstrations in a Workday environment in Phase III, Sierra-Cedar and CLIENT will compile the information into a report describing the differences between CLIENT current business processes and the Workday standards. Leveraging these differences, CLIENT and Sierra-Cedar will develop an actionable plan for CLIENT to align the differences. The actionable plan will include recommendations and plans on how the differences will be addressed. These recommendations may include solutions that include but are not limited to configuration, business process changes, or policy changes.

Based on the information gathered in the first four phases of the BPA initiative, Sierra-Cedar will develop a report capturing the overall project effort. The report will document CLIENT key current business processes based on the DITL Workshops, the differences between the current business process and Workday standard processes, and the general causes of the differences between the current CLIENT key business processes and executing those processes using Workday standard business processes. The recommendations from the actionable plan will also be brought forward into the final report. Sierra-Cedar will deliver the summary report to CLIENT team members and will be available for questions and discussion. CLIENT team will be asked for feedback. As appropriate, Sierra-Cedar will revise the report

based on CLIENT feedback. Sierra-Cedar will also deliver an onsite presentation to the project's Executive Sponsors and Project Team members.

## **APPENDIX B: BUSINESS READINESS/CHANGE MANAGEMENT APPROACH**

### **1. APPROACH**

Sierra-Cedar's proprietary business readiness/change management approach is known as PRIME Solutions (Promote Readiness, Independence, Momentum, and Engagement). Through PRIME, Sierra-Cedar will help CLIENT prepare for and manage business, organizational, and workforce transitions in an environment that is moving at an accelerated pace. The success of a change initiative of this magnitude requires not only planning, executing, and deploying the software that will drive the change but also preparing CLIENT for transformation, gaining stakeholder buy-in, and engaging executive sponsors to champion and support the change before, during, and after its deployment. Combining process changes with new tools requires a solid approach, effective support, and timely communication. Behavioral change involves people doing things differently therefore, Sierra-Cedar pays attention to stakeholder engagement, employee involvement, and communication.

Sierra-Cedar will conduct the Business Process Alignment and Workday initiatives in order to develop and deploy a business readiness/change management program that is integrated into the overall project. Organizational Alignment and Training Support activities are iterative by nature and include social processes such as involving the engagement of all stakeholder groups in establishing the case for the transformation to Workday. This will include identifying leading "soft" indicators that communication, user involvement, and training are having the desired impact, which will ultimately help to achieve the business benefits that are expected to result. Sierra-Cedar will lead activities such as mentoring of the Change Ambassador Network, development of communication content, and coaching throughout user acceptance testing, training content development, and training delivery.

Communication is needed to keep people informed of what is happening during the project, and at the end to verify that people are aware of what difference the project has made. Before beginning the communications effort, Sierra-Cedar will conduct a Communication Strategy Workshop with the purpose of developing a communication plan that outlines how CLIENT intends to communicate the impacts and outputs of business process and Workday specific changes.

Sierra-Cedar will provide CLIENT with a Communication Plan template as a starting point that outlines the communication events that will be deployed to raise awareness and invite user engagement. The template is pre-populated with a baseline of events. Sierra-Cedar will work with CLIENT to update the plan with CLIENT-specific events and the timeline of events. Ongoing activities will include communication planning, key message development, media monitoring, and spokesperson training. Monitoring and maintenance of the communication plan is an iterative activity and will occur throughout the project's lifecycle.

Sierra-Cedar will tailor the template-based training plan to the unique characteristics of and business process needs identified by CLIENT users. By accounting for these factors, we can prescribe a mix of training delivery methods to help provide employees with appropriate content. Sierra-Cedar treats training as part of a process that must be integrated into the ebb and flow of the work environment, rather than as a single event. This means that throughout the project, there will be task and activities that occur that will have results that need to be incorporated into the training deliverables as well as training tasks and activities. Some of these include but are not limited to the communication plan, impact assessment and training curriculum.

For training, Sierra-Cedar uses a train the trainer approach which includes the following activities: presentation skills workshop, functional workshops, and pilot training. The presentation skills workshop is

conducted by Sierra-Cedar consultant to those participants from CLIENT that will deliver the end user training. The functional workshops will be facilitated by Sierra-Cedar as CLIENT training content developers work with CLIENT trainers by showing the functional capabilities in a training tenant. The pilot training will be facilitated by Sierra-Cedar as CLIENT trainers present back to CLIENT training content developers a portion of the training course that each trainer will deliver.

## 2. ROLES & RESPONSIBILITIES

### 2.1. CLIENT RESOURCES

Based upon the scope and timeline, the following table describes the roles and responsibilities as well as the time allocations for CLIENT project team members. The assignment of named resources and final time allocations will be determined during the Plan Stage of the deployment using a project staffing tool and the project plan developed jointly by the Sierra-Cedar and CLIENT Project Managers.

| CLIENT ROLE                                  | RESPONSIBILITY  | RESOURCE ALLOCATION   |
|--|---|---|
| <b>CHANGE MANAGEMENT / TRAINING</b>          |   |   |
| <b>Organizational Change Management Team</b> | <ul style="list-style-type: none"> <li>▪ Facilitates and leads the Change Ambassador Network</li> <li>▪ Helps develop the Business Readiness/Change Management Strategy and Communications Plan</li> <li>▪ Facilitates communication events and manages the deployment of events</li> <li>▪ Assists with the impact analysis and the documentation of all job roles</li> <li>▪ Participates in the development and management of the End User Training Strategy</li> <li>▪ Compiles the needs assessment information</li> <li>▪ Develops the end-user training curriculum</li> <li>▪ Provides oversight to the training content development effort</li> <li>▪ Conducts end user education materials review</li> <li>▪ Monitors the logistical aspects of the rollout including the enrollment of students, the scheduling of classes, and the monitoring of attendance for end user education</li> <li>▪ Delivers the Train-the-Trainer program</li> <li>▪ Provides oversight to training delivery</li> </ul> | <b>Estimated FTE:</b> 1+ team members at 0.50 FTE and 3+ team members at 0.25 FTE as change ambassadors |
| <b>Trainers / Content Developers</b>         | <ul style="list-style-type: none"> <li>▪ Reviews the training curriculum for content design</li> <li>▪ Develops all educational content required for the training effort</li> <li>▪ Uses the Adoption Toolkit as the baseline for Procurement content</li> <li>▪ Participates in the population of the data into the training tenant if applicable</li> <li>▪ Assists with the review of training materials</li> <li>▪ Provides support to the training content developers during the development of the training materials and provide required exercise-related data points</li> <li>▪ Participates in the Train-the-Trainer program</li> <li>▪ Delivers end-user training classes</li> </ul>   | <b>Estimated FTE:</b> 1+ team members at 0.40 FTE as lead and 3 - 4 team members at 0.25 FTE            |

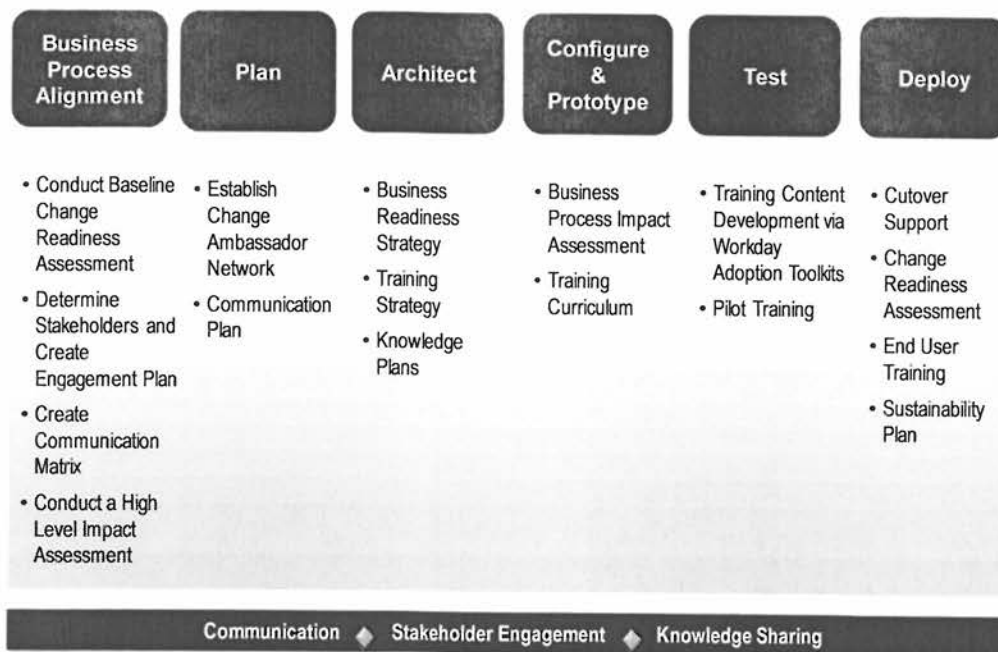
## 2.2. SIERRA-CEDAR RESOURCES

The Sierra-Cedar deployment team roles, responsibilities, and initial allocations are documented below. Sierra-Cedar will work with CLIENT to manage the allocations of resources as needed to support project needs.

| SIERRA-CEDAR ROLE                             | RESPONSIBILITY   | RESOURCE ALLOCATION                                |
|---|--|--|
| <b>BUSINESS READINESS / CHANGE MANAGEMENT</b> |  |  |
| <b>Change Management / Training Lead</b>      | <ul style="list-style-type: none"> <li>▪ Creates the Training Strategy with input from CLIENT</li> <li>▪ Facilitates the execution of Knowledge Sharing Plan (in collaboration with the CLIENT project team members)</li> <li>▪ Assists with the facilitation of the Change Ambassador Team</li> <li>▪ Creates the Change Management Strategy with input from CLIENT</li> <li>▪ Creates the Communication Plan with input from CLIENT</li> <li>▪ Assists with the facilitation of the Sponsorship Roadmap</li> <li>▪ Conducts the Impact Assessment</li> <li>▪ Creates the Sustainability Plan with input from CLIENT</li> <li>▪ Supports in the creation of training materials</li> </ul> | <b>Estimated FTE: 1</b><br>team member at 0.25 FTE |

## 3. BUSINESS READINESS/CHANGE MANAGEMENT APPROACH AND DELIVERABLES

### Business Readiness/Change Management Approach



### 3.1. DELIVERABLES

The following section describes the deliverables that will be created for the project. The owner of a deliverable is defined as the individual(s) who is/are primarily responsible for organizing, defining and creating the deliverable. A Contributor is defined as the individual(s) who work under the direction of the Deliverable Owner to assist in the preparation of the deliverable. Within a Shared Deliverable, the individual(s) will work under the guidance of the Project Managers to contribute all or a portion of the Deliverable based on the Project Managers' direction.

| Deliverable  | Description  | Owner                            | Contributor |
|--|--|----------------------------------|-------------|
| Communication Plan                                 | Sierra-Cedar leads the design of the Communication Plan that outlines the requirements for each audience type (stakeholder) and how the requirements will be achieved.   | Sierra-Cedar                     | CLIENT      |
| Leadership / Sponsorship Workshop and Support      | Sierra-Cedar leads an Executive Sponsor and Leadership workshop to help prepare this group for their role on the Workday implementation. Guidance is provided to this team throughout the duration of the project with a sponsorship roadmap.  | Sierra-Cedar                     | CLIENT      |
| Knowledge Sharing Plan – Phase 1 and 2             | Sierra-Cedar provides Excel-based plans that establish a minimum set of measurable skills that must be acquired such that CLIENT project team members consistently gain the knowledge needed to ultimately support Workday without consultants.  | Sierra-Cedar                     | CLIENT      |
| Business Readiness / Change Management Strategy    | Sierra-Cedar will provide the CLIENT with a strategy that describes the user engagement approach facilitated during the project in preparation for ongoing usage of Workday. It will describe the approach for user readiness and adoption activities during the various stages. It will reference the communication and training plan as well as targeted tactics, and delivery channels.   | Sierra-Cedar                     | CLIENT      |
| High Level Training Strategy – Phase 1 and Phase 2 | Sierra-Cedar will work with the CLIENT to define the training strategy. Sierra-Cedar will begin with a template that is customized to meet the specific stated needs of the CLIENT. This MS Word document will summarize the plan for training delivery to the end-user population. It will capture training objectives, documents key requirements for materials, identify training locations, describe training delivery methods, and identifies challenges and the timeline for training delivery. The strategy will be continuously updated as information becomes available through the Configure & Prototype stage when it is completed. | CLIENT and Sierra-Cedar (Shared) |             |
| Impact Assessment – Phase 1 and Phase 2            | Sierra-Cedar leads the assessment of the business process changes that will affect the end-user population. Information is captured in an MS Word document and subsequently incorporated into the communication and training strategies so that impacts are introduced in a manner that is participatory and involves two-way communications. Sierra-Cedar completes this assessment using a variety of methods – document review of fit, interviews with the CLIENT and Sierra-Cedar team members, etc.   | Sierra-Cedar                     | CLIENT      |

|   |   |                                  |                       |
|---|---|----------------------------------|-----------------------|
| End User Training Curriculum – Phase 1 and Phase 2          | Sierra-Cedar begins with a template that is customized to meet the specific curricula required for the CLIENT. This document is the overall curriculum narrative that describes each course to be taught during the Deploy stage. The curriculum matches required learning to future job roles and business processes.  | CLIENT and Sierra-Cedar (Shared) |                       |
| End User Training Content Development – Phase 1 and Phase 2 | This deliverable will take on a variety of formats ranging from videos, frequently asked question documents, presentations, and exercise guides. The Workday Adoption Toolkit (WAT) of materials will form the baseline for this content and will be supplemented by the creation of other materials when WAT materials do not exist.   | CLIENT                           | Sierra-Cedar (advise) |
| Training Delivery – Phase 1 and Phase 2                     | This deliverable will take on a variety of formats using synchronous (CLIENT-led training via classroom, webinars) and asynchronous (self-paced via videos, user guides, job aids, etc.) methods.   | CLIENT                           | Sierra-Cedar          |
| 2nd Change Readiness Assessment                             | Sierra-Cedar will deploy the 2nd change readiness survey to the same audience that participated in the baseline (up to 100 employees who will be impacted by the HCM/Payroll and Financials deployments). The results of the change readiness assessment may update the approach to user engagement and training post go-live. The CLIENT will be presented with quantitative data that identifies areas that would benefit from course correcting engagement and communication activities. | Sierra-Cedar                     | CLIENT                |
| Sustainability Plan   | Sierra-Cedar with input from the CLIENT will create a plan to provide a roadmap to guide CLIENT in planning for future communication, training, and user support needs related to the applications.   | Sierra-Cedar                     | CLIENT                |

## 4. DEPLOYMENT SCOPE

The Sierra-Cedar Change Management Lead will prepare for and conduct the following activities in collaboration with CLIENT Change Management Lead:

- **Change Ambassador Network:** a change ambassador team comprised of representatives from each department/site where possible will be established to assist with the transition to Workday and build an alliance between the Workday project and the organization.
- **Sponsorship Roadmap and Engagement Plan:** the sponsorship roadmap identifies key activities and responsibilities of the organization’s primary sponsor and other administrators who are called upon to support the move to Workday. It is organized by Workday stage. The Sierra-Cedar consultant will coordinate key activities with the project’s sponsor to outline other identifiable actions that will demonstrate support and champion the project.
- **Business Readiness Strategy:** identifies and conveys the specific goals and objectives for addressing change and continuity for CLIENT Workday Project.
- **Communication Plan:** before beginning the communications effort, Sierra-Cedar leads a Communication Strategy Workshop with the purpose of creating a **Communication Plan** that outlines the requirements for each audience type (stakeholder) and how the requirements will be achieved. Sierra-Cedar leads the design of the Communication Plan that outlines the requirements for each audience type (stakeholder) and how the requirements will be achieved.



- **Impact Assessment:** assesses the business process changes that will affect the end-user population. To enable individuals to transition to the new structure in a manner that imposes the least amount of disruption to CLIENT, we incorporate the information into the communication and training strategies so that impacts are introduced in a manner that is participatory and involves two-way communications.
- **Sustainability Plan:** this plan provides a roadmap to guide CLIENT in planning for future communication, training, and user support needs related to the applications. The sustainability plan can also strengthen buy-in and understanding of the efforts needed to keep pace with future releases of the full Workday platform. The sustainability plan can help identify the resources that are necessary to support the organization's users, support collaboration, help define progress, and necessary action steps needed to promote long-term success after CLIENT is in a live Workday environment.

The Sierra-Cedar Change Management Lead will support and facilitate the following activities in collaboration with CLIENT Change Management Lead and the Project Managers:

**Knowledge Sharing Plan:** this plan guides the knowledge sharing requirements between Sierra-Cedar consultants and their CLIENT counterparts for each functional and technical participant. It establishes a minimum set of assessable skills that should be acquired such that CLIENT project team members consistently gain knowledge needed to ultimately support Workday without consultants.

Sierra-Cedar's approach to **end-user training** views Train-the-Trainer as the capstone to learning activities focused on CLIENT Workday educators throughout the project lifecycle and beyond. Sierra-Cedar will work with CLIENT to define the Train-the-Trainer strategy and its components as a part of the overall training plan. By acquiring this knowledge these individuals can provide the support necessary both during and after go-live. Sierra-Cedar's train-the-trainer approach to end user training includes the following:

- **Training Strategy:** Sierra-Cedar works with CLIENT Change Management/Training Lead to design a Training Strategy that conveys the training requirements for the user community. The Strategy identifies the goals and objectives for training, and defines the general methods and procedures that will be utilized to train those who will use Workday. The strategy outlines the training methods for each user group along with timelines and deliverables. Included in the Training Strategy is the identification of in-house users who will perform in the role of a trainer and provide support for newer users. Changes such as business processes, functionality, and even role changes are taken into consideration while developing the training strategy. Sierra-Cedar will focus heavily on employing an efficient and effective way to provide the appropriate learning to end users.
- **Training Curriculum:** The end user training curriculum and supporting courseware developed for the project focuses on impacted job roles, reinforced by the underlying business processes. Specifically, the basis of the curriculum considers the varied learning styles of adults in an effort to enhance the return that the user will derive from the training activity. The curriculum is a detailed listing and narrative that describes each end-user course.
- **Training Material Development:** Sierra-Cedar follows Workday's standard approach for training content development and supports CLIENT ownership of the development/customization of training materials. Sierra-Cedar will provide samples of training materials used on other Workday projects to expedite the development timeframe. Training content will exist in multiple learning formats, including MS PowerPoint® presentations, classroom exercises, quick reference job aids, and training videos.
- **Pilot Training:** Pilot Training is a key component of the Train-the-Trainer program and provides the opportunity to validate that the training materials and delivery meet CLIENT stated requirements. It provides CLIENT Workday educators the opportunity to deliver training to a group of peers and make modifications before delivering training to the larger end user community. Trainers will participate in Pilot training (or practice delivery sessions) which is facilitated by Sierra-Cedar and CLIENT Training Lead.

- **Training Delivery:** CLIENT Workday educators deliver training as required to enable individuals to perform their new roles and responsibilities in Workday. Training materials used for end-user training classes will be developed by individuals named by CLIENT project team (see Training Material Development section above). The role in the organization and the changes to business process for that role will determine the method of training delivery.

## **4.1. BUSINESS READINESS/CHANGE MANAGEMENT SCOPE ASSUMPTIONS**

- Sierra-Cedar's Change Management services include the use of the PACT readiness assessment tool. Scope includes 2 PACT readiness assessments.
- Sierra-Cedar assumes that the identified the CLIENT trainers will engage with the business readiness/change management and training program from the early onset of the project.
- Sierra-Cedar's end user education services assume that the CLIENT will procure the Workday toolkit in support of training material development.
- Sierra-Cedar assumes that CLIENT will provide up to 3-4 individuals to customize the Workday Adoption Toolkit materials and develop any new materials as needed for end-user training materials. Sierra-Cedar will provide guidance on using the Toolkit.
- Sierra-Cedar assumes that CLIENT is responsible for the delivery of end user training based on the Sierra-Cedar Train the Trainer approach.
- Training classes must be held, the CLIENT employees must attend, and sign off from Sierra-Cedar based on this training for go-live will be required. Executive Sponsor(s) will be notified as soon as possible should Sierra-Cedar believe that there is a CLIENT training issue.

## APPENDIX C: WORKDAY DEPLOYMENT

### 1. APPROACH AND METHODOLOGY

Workday's Deployment Methodology is a deliverables-based approach that is supported by a comprehensive toolkit of planning documents, activities, configuration templates, and techniques to implement Workday applications effectively. The application of this methodology to the unique stated business needs of CLIENT will be supported through business process analysis by Sierra-Cedar. High level overviews and detailed verbiage of this approach and methodology follow.

#### 1.1. CONFIGURATION AND BUSINESS PROCESS APPROACH

The overall guiding philosophy of the project assumes that CLIENT will adopt the standard business processes delivered by Workday. Sierra-Cedar will assist with configuration, as required, in business areas detailed in the scope of this SOW.

#### 1.2. DATA MIGRATION APPROACH

Following the data migration strategy and tenant management plan, Sierra-Cedar will complete four data migration loads for the Financials deployment and five data migration loads for the HCM/Payroll deployment. The data migration loads are referred to as the Foundation Tenant Build, Configuration Tenant Build, End to End Tenant Build, Parallel Tenant Build and Gold/Pre-Production Tenant Build. These builds will be performed in Workday implementation tenants as outlined on the tenant management plan. Additional tenants will be used throughout the project based on the number of tenants allotted to CLIENT based on Workday's tenant policy. These additional tenants will be established as copies of pre-existing tenants rather than through data migration loads.

**HCM/Payroll Foundation Tenant** – The Foundation Tenant Build occurs at the end of the plan stage of the project. The Foundation Tenant is a shell of HCM/Payroll data that is established to start the data extract process as well as provide a tenant with familiar data to proceed through the Architect stage. Limited CLIENT HCM/Payroll data will be loaded into an implementation tenant populated with Workday delivered business processes and configuration.

**HCM/Payroll Configuration Tenant** – The Configuration Tenant Build occurs at the end of the architect stage of the project. The Configuration Tenant Build is based on feedback provided during the Architect Workshops. It will also be leveraged to begin building integrations and reports. All identified data files will be loaded as part of the Configuration Tenant Build. Items that fall out on the loads due to "bad" data, mapping, and/or configuration will need to be fixed in the appropriate place, such as the source system, mapping file, or Workday in preparation for the End to End Tenant Build. The Configuration Tenant is an 80% - 90% complete tenant from a configuration, business process, and data migration point of view.

**HCM/Payroll End to End Tenant** – The End to End Tenant Build occurs at the end of the Configure and Prototype Stage of the project. The End to End Tenant Build is a complete tenant build with all configuration, business processes, data migration, integrations, and reports that will be used for end to end testing. A copy of the tenant, once the build is completed, will also be established as the Control tenant for any changes that come from end to end testing. Additionally, a copy of the End to End Tenant will be used to conduct User Acceptance Testing. A configuration freeze will be put into place prior to end to end testing and ANY changes required after the configuration freeze must go through change control for approval and impact. If approved, the change must be tested and approved prior to being added to the Control tenant, which is used as the basis for the Gold/Pre-Production Tenant Build.

**HCM/Payroll Parallel Tenant** – The Parallel Tenant Build occurs after the completion of End to End testing during the Test Stage of the project. The Parallel Tenant Build is a complete tenant build with all configuration, business processes, data migration, integration, and reports that will be used in a

production environment and necessary for payroll parallel testing. A copy of the tenant, once the build is completed will also be established as the new Control tenant for any changes that come from payroll parallel testing. The configuration freeze referenced above in End to End Tenant Build will still be in place and ANY changes required must go through change control for approval and impact. If approved, the change must be tested and approved prior to being added to the Control tenant, which is used as the basis for the Gold/Pre-Production Tenant Build.

**HCM/Payroll Gold/Pre-Production Tenant** - The Gold/Pre-Production Tenant Build occurs during the deploy stage of the project. The Gold/Pre-Production Tenant Build is the final tenant build and it becomes the Production environment. Everything that is migrated into the Gold/Pre-Production Tenant must come from the Control Tenant that is created from a copy of the End to End Tenant Build and maintained with approved, and tested configuration changes. The configuration, business processes, data migration, integrations, reports, and catch-up transactions in the Gold/Pre-Production Tenant that is reviewed by Workday Delivery Assurance will be the Production environment at go-live.

**Financials Foundation Tenant** – Starting with the current HCM/Payroll tenant, the Foundation Tenant Build occurs at the end of the plan stage of the project. The Foundation Tenant is a shell of Financials data that is established to start the data extract process as well as provide a tenant with familiar data to proceed through the Architect stage. Limited CLIENT Financials data will be loaded into an implementation tenant populated with Workday delivered business processes and configuration.

**Financials Configuration Tenant** – Starting with the current HCM/Payroll tenant, the Configuration Tenant Build occurs at the end of the architect stage of the project. The Configuration Tenant Build is based on feedback provided during the Architect Workshops. It will also be leveraged to begin building integrations and reports. All identified data files will be loaded as part of the Configuration Tenant Build. Items that fall out on the loads due to “bad” data, mapping, and/or configuration will need to be fixed in the appropriate place, such as the source system, mapping file, or Workday in preparation for the End to End Tenant Build. The Configuration Tenant is an 80% - 90% complete tenant from a configuration, business process, and data migration point of view.

**Financials End to End Tenant** – Starting with the current HCM/Payroll tenant, the End to End Tenant Build occurs at the end of the Configure and Prototype Stage of the project. The End to End Tenant Build is a complete tenant build with all configuration, business processes, data migration, integrations, and reports that will be used for end to end testing and user acceptance testing. A copy of the tenant, once the build is completed, will also be established as the Control tenant for any changes that come from end to end testing. A configuration freeze will be put into place prior to end to end testing and ANY changes required after the configuration freeze must go through change control for approval and impact. If approved, the change must be tested and approved prior to being added to the Control tenant, which is used as the basis for the Parallel Tenant Build.

**Financials Production Tenant** - The Production Tenant Build occurs during the deploy stage of the project. Everything that is migrated into the Production Tenant must come from the Control Tenant that is created from a copy of the Parallel Tenant Build and maintained with approved, and tested configuration changes. The configuration, business processes, data migration, integrations, and reports in the Control Tenant that is reviewed by Workday Delivery Assurance will be migrated into the Production environment.

### 1.3. INTEGRATION APPROACH

Sierra-Cedar and CLIENT will identify and prioritize the final list of integrations during the Plan and Architect Stage. It is assumed that CLIENT will attend Workday technical training and will share responsibility for the integration development work. Once the Architect Stage has been completed and design specifications have been created, the team will assign the integrations between Sierra-Cedar and CLIENT. The teams will work together throughout the project and the Sierra-Cedar consultants will assist CLIENT integration developers as they are learning the technology. Integration hours under this SOW are fixed at 1,000 hours which includes our time to develop integrations and provide support to the CLIENT integration developers. During the Plan and Architect stages of the project, integrations will be analyzed for need, scoped, and estimated in detail. Workday requires that the certified partner, Sierra-Cedar

develop the Cloud Connect integrations. Each integration assigned to Sierra-Cedar will be assigned hours to complete from the 1,000 available. Once all the hours have been allocated, any remaining integrations will become the responsibility of CLIENT or require additional hours and cost to complete.

## 1.4. REPORTING APPROACH

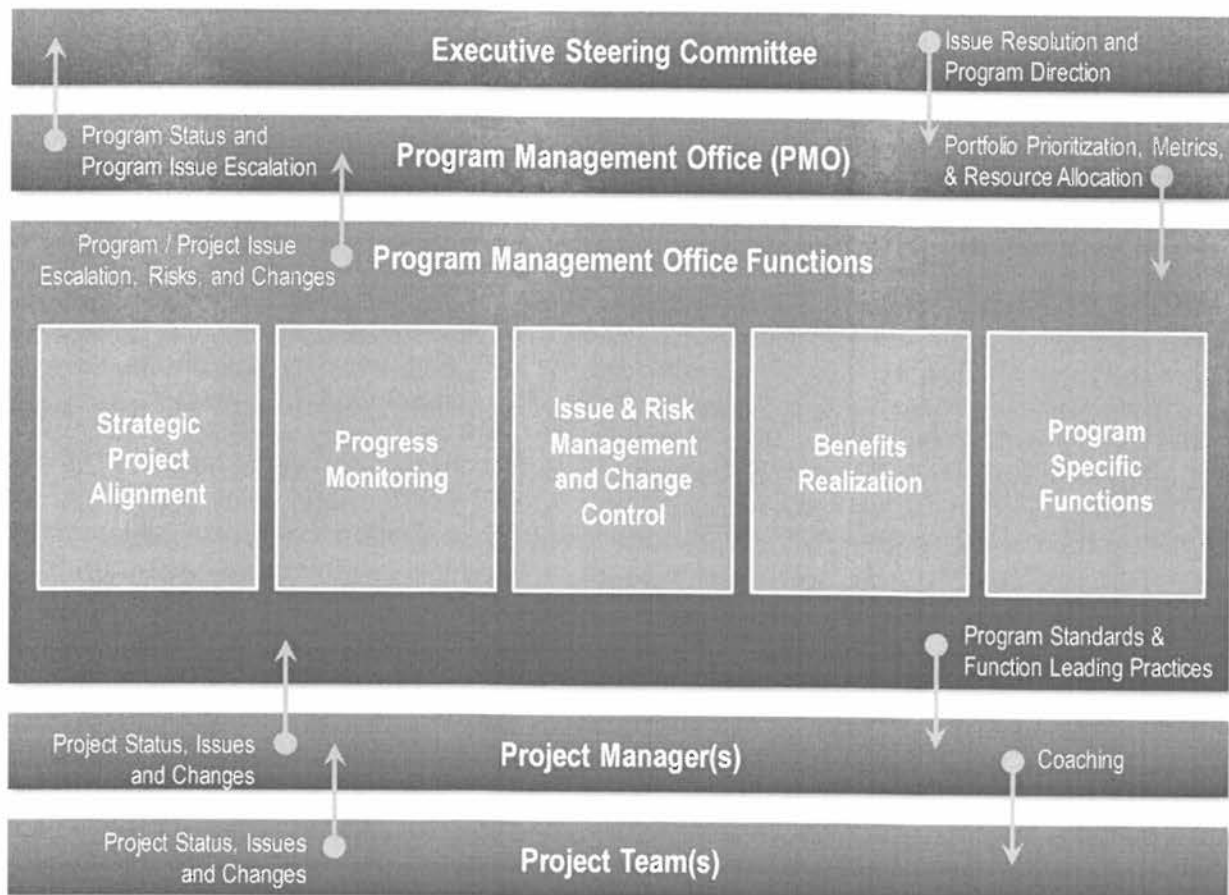
Sierra-Cedar has provided an account of 80 hours, which includes two report development workshops, for use by CLIENT to develop specific reports and to support CLIENT knowledge in the reporting area. Sierra-Cedar recommends and has assumed that CLIENT will take joint responsibility for report development to satisfy the financial users' reporting requirements.

## 1.5. PROJECT MANAGEMENT APPROACH

Success of this project also requires strong project management governance. The role of project management governance is to provide a decision-making framework that is logical, robust, and repeatable to govern the project.

During the Plan Stage of the project, project governance will be finalized and communicated. Governance will also include the process from issue identification through resolution. This may include but is not limited to institutional policy changes, business area process and/or procedural changes and communication to the community. Because these items will require change and communication, change management will be part of this governance.

The structure for the governance the project will be defined with CLIENT. An example structure is shown below.



## 2. ROLES & RESPONSIBILITIES

### 2.1. CLIENT RESOURCES

Based upon the scope and timeline, the following table describes the roles and responsibilities as well as the time allocations for CLIENT project team members. The assignment of named resources and final time allocations will be determined during the Plan Stage of the deployment using a project staffing tool and the project plan developed jointly by the Sierra-Cedar and CLIENT Project Manager.

| CLIENT ROLE                                       | RESPONSIBILITY  | RESOURCE ALLOCATION  |
|---|---|--|
| <b>LEADERSHIP &amp; MANAGEMENT</b>                |   |  |
| <b>Executive Sponsor(s) / Executive Committee</b> | <ul style="list-style-type: none"> <li>▪ Responsible for championing the project</li> <li>▪ Ensures that the appropriate resources are available for the project</li> <li>▪ Works with the project manager to resolve escalated issues in a time-effective manner</li> <li>▪ Signs off on key deliverables throughout the project</li> <li>▪ Acts as an active and visible resource on the project</li> <li>▪ Participates in regularly scheduled Steering Committee meetings to ensure the project is meeting the goals and time-frames outlined at the beginning of the project</li> <li>▪ Governance for any changes in scope</li> </ul> | <b>Estimated FTE: 4 - 5 team members at 0.10 FTE total</b> |
| <b>Project Manager</b>                            | <ul style="list-style-type: none"> <li>▪ Completes Workday required training</li> <li>▪ Responsible for managing the project to completion with the Sierra-Cedar Project Manager</li> <li>▪ Develops, manages, and maintains the Project Work Plan in partnership with Sierra-Cedar Project Manager</li> <li>▪ Manages the issue and key decision log</li> <li>▪ Sets deadlines and evaluates milestones</li> <li>▪ Assigns responsibilities</li> <li>▪ Escalates issues to the Steering Committee that may impact the go-live date</li> <li>▪ Participates in Workday Delivery Assurance Reviews</li> </ul>                                | <b>Estimated FTE: 1 team member at 0.75 FTE total</b>      |
| <b>FUNCTIONAL</b>                                 |   |  |

| CLIENT ROLE                          | RESPONSIBILITY  | RESOURCE ALLOCATION   |
|--------------------------------------|---|---|
| <b>Functional Leads</b>              | <ul style="list-style-type: none"> <li>▪ Completes Workday required training</li> <li>▪ Plays a key role during the workshops.</li> <li>▪ Leads the functional team for a specific functional area(s), e.g., Procurement</li> <li>▪ Coordinates activities with the Sierra-Cedar Solution Architect / Principal Consultants and other CLIENT functional resources</li> <li>▪ Attends business process analysis sessions to identify opportunities for improvement, areas for standardization, unique variances and potential differences in functionality</li> <li>▪ Completes knowledge sharing plan with Sierra-Cedar counterpart</li> <li>▪ Participates in Workday Delivery Assurance reviews</li> <li>▪ Performs functional lead responsibilities such as:                             <ul style="list-style-type: none"> <li>- Communicates business requirements</li> <li>- Gathers reports and defines reporting requirements</li> <li>- Validates architecture and design</li> <li>- Identifies data to be migrated</li> <li>- Maps data</li> <li>- Cleanses data</li> <li>- Validates data migrations</li> <li>- Performs configuration</li> <li>- Tests business processes and configuration</li> <li>- Develops customer-specific training and documentation</li> </ul> </li> </ul> | <p><b>Estimated FTE:</b> 12 team members at 4.40 FTE</p> <p>HCM, Comp – 50%<br/>                     Benefits, Absence – 35%<br/>                     Payroll, TT – 75%<br/>                     Recruiting – 35%<br/>                     Financial Acct – 50%<br/>                     Procurement – 25%<br/>                     Suppliers – 25%<br/>                     Assets – 25%<br/>                     Projects, Grants – 25%<br/>                     Expenses – 20%<br/>                     Customers, Banking – 40%</p> |
| <b>Subject Matter Experts (SMEs)</b> | <ul style="list-style-type: none"> <li>▪ Completes Workday required training</li> <li>▪ Resources representing agencies / areas of functional expertise</li> <li>▪ Completes knowledge sharing plan with Sierra-Cedar counterpart</li> <li>▪ Performs subject matter expert responsibilities such as:                             <ul style="list-style-type: none"> <li>- Communicates functional requirements</li> <li>- Gathers required legacy system reports</li> <li>- Identifies data to be converted/provides artifacts (sample data, reports, policies, procedures, requirements) to assist in the design and documentation of current business processes</li> <li>- Cleanses data</li> <li>- Validates data migrations</li> <li>- Tests business processes and configuration (UAT)</li> <li>- Tests reports</li> <li>- Works with Sierra-Cedar to develop customer-specific training and documentation</li> <li>- Assists with end user training and Business Readiness/Change Management activities</li> <li>- Participates in prototype workshops to understand Workday configuration and interfaces/integrations</li> </ul> </li> </ul>  | <p><b>Estimated FTE:</b> 6+ team members at 1.50 FTE</p> <p>HCM, Comp, Benefits – 25%<br/>                     Absence, Payroll, TT – 25%<br/>                     Recruit – 25%<br/>                     Fin Acct, Assets, Bank – 25%<br/>                     Proc, Suppliers, Exp – 25%<br/>                     Cust, Projects, Grants – 25%</p>  |
| <b>Testing Lead</b>                  | <ul style="list-style-type: none"> <li>▪ Contributes to the Testing Strategy and Testing Plan (with support from Sierra-Cedar)</li> <li>▪ Coordinates all testing activities including the creation of test scenarios and executing testing to populate in collaboration with Sierra-Cedar</li> </ul>   | <p><b>Estimated FTE:</b> 1+ team members at 0.50 FTE</p>  |

| CLIENT ROLE                                       | RESPONSIBILITY   | RESOURCE ALLOCATION                               |
|---|--|---|
| <b>Workday Application Security Administrator</b> | <ul style="list-style-type: none"> <li>▪ Completes Workday required training</li> <li>▪ Defines and updates security groups by working with the Sierra-Cedar functional consultants</li> <li>▪ Defines and maintains domains and business process security policies by working with the Sierra-Cedar functional consultants</li> <li>▪ Tests security group membership</li> <li>▪ Analyzes and audits security policies and procedures</li> <li>▪ Activates pending security policy changes</li> </ul>   | <b>Estimated FTE:</b> 1+ team members at 0.25 FTE |
| <b>TECHNICAL</b>                                  |  |   |
| <b>Integration Developers</b>                     | <ul style="list-style-type: none"> <li>▪ Completes Workday required training</li> <li>▪ Responsible for providing technical knowledge and expertise related to CLIENT integration requirements</li> <li>▪ Completes requirements and design specification documentation for integrations for which CLIENT has responsibility (if applicable)</li> <li>▪ Develops integrations (if applicable) for which CLIENT has responsibility</li> <li>▪ Tests all integrations and reports</li> <li>▪ Validates that CLIENT environment can support all integrations</li> <li>▪ Completes knowledge sharing plan with Sierra-Cedar counterpart</li> <li>▪ Participates in Workday Delivery Assurance reviews</li> </ul> | <b>Estimated FTE:</b> 1+ team members at 0.75 FTE |
| <b>Data Migration Lead</b>                        | <ul style="list-style-type: none"> <li>▪ Completes Workday required training</li> <li>▪ Responsible for providing technical knowledge and expertise related to current systems used by CLIENT</li> <li>▪ Leads the data mapping activities from the legacy systems to Workday with support from CLIENT functional leads and SMEs</li> <li>▪ Builds the data migration programs from legacy systems</li> <li>▪ Leads data validation activities</li> </ul>  | <b>Estimated FTE:</b> 1+ team members at 0.50 FTE |
| <b>REPORTING</b>                                  |  |   |
| <b>Reporting Developers</b>                       | <ul style="list-style-type: none"> <li>▪ Completes Workday required training</li> <li>▪ Develops reports for which CLIENT has responsibility</li> <li>▪ Tests all reports</li> </ul>   | <b>Estimated FTE:</b> 1+ team members at 0.30 FTE |

## 2.2. SIERRA-CEDAR RESOURCES

The Sierra-Cedar deployment team roles, responsibilities, and initial allocations are documented below. Sierra-Cedar will work with CLIENT to manage the allocations of resources as needed to support project needs.

| SIERRA-CEDAR ROLE                  | RESPONSIBILITY | RESOURCE ALLOCATION |
|------------------------------------|----------------|---------------------|
| <b>LEADERSHIP &amp; MANAGEMENT</b> |                |                     |



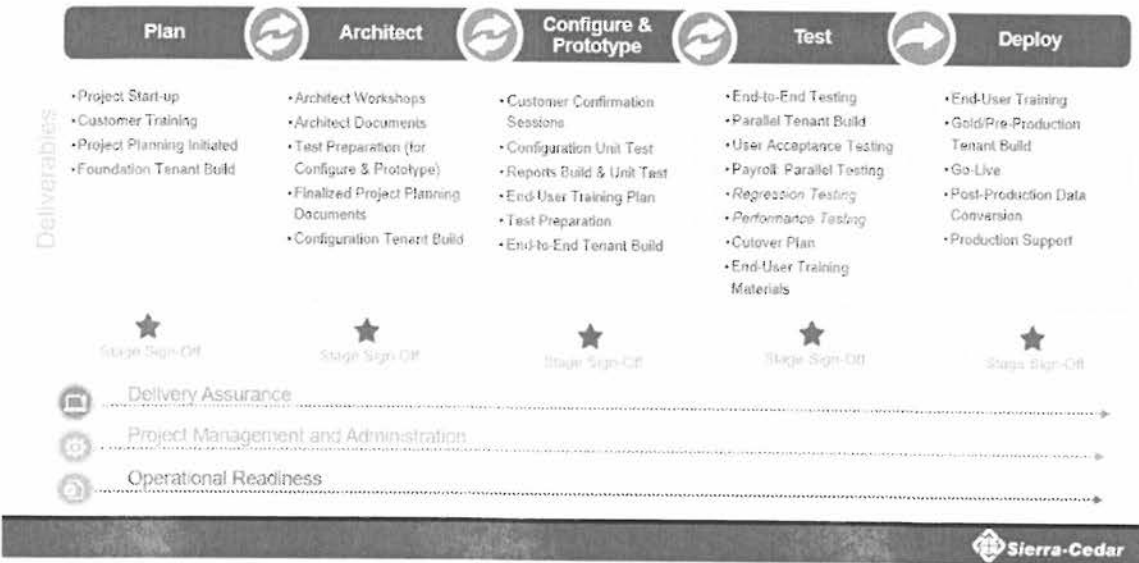
| SIERRA-CEDAR<br>ROLE        | RESPONSIBILITY   | RESOURCE ALLOCATION                                      |
|-----------------------------|--|--|
| <b>Executive Sponsor(s)</b> | <ul style="list-style-type: none"> <li>▪ Responsible for being the point of contact representing Sierra-Cedar management team</li> <li>▪ Works with the Project Manager on escalated issues to mitigate impact on the project timeline</li> <li>▪ Participates in regularly scheduled Steering Committee meetings</li> <li>▪ Maintains an ongoing relationship with CLIENT executive contacts</li> </ul>   | <b>Estimated FTE: 1</b><br>team member at 0.10 FTE       |
| <b>Project Manager</b>      | <ul style="list-style-type: none"> <li>▪ Responsible for collaborating with the CLIENT Project Manager to manage the overall project to completion</li> <li>▪ Monitors compliance with Sierra-Cedar standards and Workday-defined project management procedures and templates via Sierra-Cedar project reviews and Workday Delivery Assurance reviews</li> <li>▪ Develops, manages, and maintains the project plan in collaboration with CLIENT Project Manager</li> <li>▪ Tracks and reports on project budget</li> <li>▪ Manages the project issues, risks, and key decision log</li> <li>▪ Sets priorities and evaluates milestones</li> <li>▪ Assigns responsibilities</li> <li>▪ Provides project health reports to CLIENT and Sierra-Cedar Sponsors and Workday at agreed-to intervals</li> <li>▪ Prepares regular Steering Committee meeting materials; documents and follows up on any resulting action items. Escalates established issues to the Steering Committee</li> <li>▪ Participates in internal review meetings, which help to validate that the project is meeting deadlines and mitigating risk.</li> <li>▪ Interacts with Workday Delivery Assurance, Product Strategy, and Development</li> <li>▪ Prepares for and participates in Sierra-Cedar project governance review</li> </ul> | <b>Estimated FTE: 1</b><br>team member at 0.85 FTE total |
| <b>FUNCTIONAL</b>           |  |  |

| SIERRA-CEDAR<br>ROLE                 | RESPONSIBILITY   | RESOURCE ALLOCATION   |
|--------------------------------------|--|---|
| <p><b>Functional Consultants</b></p> | <ul style="list-style-type: none"> <li>▪ Responsible for leading workshops during the Architect Stage and validating business processes are designed from a cross-functional perspective</li> <li>▪ Provides a framework for explaining the impact of key design decisions</li> <li>▪ Articulates the impact of the Workday Roadmap to CLIENT stated requirements</li> <li>▪ Gathers functional and reporting requirements</li> <li>▪ Maps client data to Workday</li> <li>▪ Completes issue and/or blocker documentation as necessary</li> <li>▪ Documents functional requirements for integrations</li> <li>▪ Configures Workday according to CLIENT stated requirements</li> <li>▪ Supports testing, data migration, and integration development efforts</li> <li>▪ Escalates issues that may impact the go-live date to the Project Manager</li> <li>▪ Completes Prototype &amp; Configure, Test, and Deploy Stage knowledge sharing plan with CLIENT counterpart</li> <li>▪ Prepares for and participates in Workday Delivery Assurance reviews</li> <li>▪ Prepares for and participates in Sierra-Cedar project governance review</li> </ul> | <p><b>Estimated FTE: 8</b><br/>           team members at 5.0 FTE total</p> |
| <p><b>TECHNICAL</b></p>              |  |   |

| SIERRA-CEDAR<br>ROLE                                   | RESPONSIBILITY   | RESOURCE ALLOCATION   |
|--|--|---|
| <p><b>Integration Consultant</b></p>                   | <ul style="list-style-type: none"> <li>▪ Responsible for the overall strategy and design of assigned Workday integrations</li> <li>▪ Plans, leads, and facilitates integration workshop during the Plan and Architect Stages</li> <li>▪ Works with the Sierra-Cedar functional consultants, CLIENT Development team, and Subject Matter Experts to gather and document integration requirements</li> <li>▪ Develops high-level integration strategy and design</li> <li>▪ Provides CLIENT Integration Tracker to manage the integrations and high-level milestones to the Project Manager for the Project Work Plan</li> <li>▪ Supports the design, configuration and testing of Workday integrations in scope for the deployment</li> <li>▪ Documents design decisions for integrations assigned to Sierra-Cedar</li> <li>▪ Provides guidance on integration design decisions and downstream impacts for integrations</li> <li>▪ Develops and unit tests Workday integrations assigned to Sierra-Cedar</li> <li>▪ Supports CLIENT with the development and testing of integrations assigned to CLIENT</li> <li>▪ Works with CLIENT team to resolve issues</li> <li>▪ Provides support of CLIENT technical staff and oversight during the Configure &amp; Prototype Stage to verify the design principles are followed</li> <li>▪ Communicates design standards to CLIENT developers to provide consistency across integrations</li> <li>▪ Completes Configure &amp; Prototype, Test, and Deploy Stage knowledge sharing plan with CLIENT counterpart</li> <li>▪ Prepares for and participates in Workday Delivery Assurance reviews</li> <li>▪ Prepares for and participates in Sierra-Cedar project governance review</li> </ul> | <p><b>Estimated FTE: 1</b><br/>                     team member at 0.35 FTE total</p> |
| <p><b>Data Migration/<br/>Reporting Consultant</b></p> | <ul style="list-style-type: none"> <li>▪ Responsible for delivering data workshop sessions with CLIENT data lead, CLIENT functional leads, and Sierra-Cedar functional consultants before each build</li> <li>▪ Responsible for completing a lesson learned with CLIENT data lead, CLIENT functional leads, and Sierra-Cedar functional consultants after each build</li> <li>▪ Responsible for building EIBs or iLoads for data migration for each build</li> <li>▪ Responsible for loading customer data into Workday</li> <li>▪ Resolves data related issues during migrations with support from CLIENT data lead, CLIENT functional leads, and Sierra-Cedar functional consultants</li> <li>▪ Responsible for delivering report workshop</li> </ul>  | <p><b>Estimated FTE: 1</b><br/>                     team member at 0.55 FTE</p>       |

### 3. WORKDAY DEPLOYMENT METHODOLOGY

#### Workday Deployment Methodology Overview



### 3.1. DELIVERABLES AND ACTIVITIES

The following section describes the deliverables that will be created in each stage. The owner of a deliverable is defined as the individual(s) who is/are primarily responsible for organizing, defining and creating the deliverable. A Contributor is defined as the individual(s) who work under the direction of the Deliverable Owner to assist in the preparation of the deliverable. Within a Shared Deliverable, the individual(s) will work under the guidance of the Project Managers to contribute all or a portion of the Deliverable based on the Project Managers' direction.

The Workday deployment methodology consists of five stages: Plan, Architect, Configure and Prototype, Test, and Deploy. The following section describes the deliverables that will be created in each stage. The estimated time required to complete these deliverables is based on the contents of the Deployment Scope section of this document.

#### PLAN STAGE

At the project onset, the combined project teams from the CLIENT and Sierra-Cedar will refine the scope of the project, developing clear project boundaries for what is in scope and out of scope and create a Project Charter. The objective of the Plan Stage is to establish a true consensus among the project team and key stakeholders on critical elements of what needs to be done, how it will be done, and who will do it.

Our project management approach engages the CLIENT and Sierra-Cedar Project Management Team to manage the Project Work Plan, project resources, and scope changes, as well as serve as the escalation point for project issues. Project management governance will be implemented and key strategies will be developed to deal with on-going project team communication, risk and issue management, change management, training, testing, reporting, and the transition to production support. The project managers will prepare the Project Work Plan and refine the project scope. The approved Project Work Plan and project scope will be the mechanism by which the project management team monitors project progress

and identifies changes in the scope of services. The Project Work Plan will also identify the assigned resources, the deliverables, and the timing of the key deliverables.

The following are the deliverables associated with this stage:

| Deliverable  | Description  | Owner                            | Contributor  |
|--|--|----------------------------------|--------------|
| Project Charter Document                                 | Provides authorization for the Project and identifies project goals, objectives, scope, governance structure, roles and responsibilities. Update as needed for Phase 2.  | CLIENT                           | Sierra-Cedar |
| Project Management Plan                                  | Project work plan for the Project management activities and related monitoring of the project activities. Update as needed for Phase 2.  | Sierra-Cedar                     | CLIENT       |
| Initial Deployment Data Gathering Workbook – HCM/Payroll | Review workbook used to gather the CLIENT information for inclusion in the Foundation Tenant.  | Sierra-Cedar                     | CLIENT       |
| Integration Discovery and Tracker                        | Confirm integrations.  | Sierra-Cedar                     | CLIENT       |
| Foundation Tenant  | Foundation Tenant is used to kick-start the discovery and design activities. Contains a subset of the CLIENT data loaded into the environment (Data Load #1). The CLIENT is responsible for validating its accuracy. Phase 2 starts from a copy of the current HCM/Payroll tenant and will be build out by the Sierra-Cedar consultants. | Sierra-Cedar                     | CLIENT       |
| Project Kickoff  | Project kickoff lead by Sierra-Cedar to introduces team members and executive sponsors. Overview of project goals, review of scope and high-level timeline. Foundation Tenant demonstration, identification of project roles and responsibilities. Update as needed for Phase 2.   | CLIENT and Sierra-Cedar (Shared) |              |
| Plan Stage Signoff                                       | Signoff confirming that all activities and deliverable for this stage have been completed and the project can progress to the next stage.  | CLIENT and Sierra-Cedar (Shared) |              |

## ARCHITECT STAGE

Requirements validation occurs at several points in the CLIENT's project. The first is through the BPA which happens prior to the start of the deployment portion of the project. One of the primary deliverables from the BPA is the identification of the differences between the CLIENT's key current HCM, Payroll and Financial business processes and those business processes executed in Workday. The preliminary list of current business processes and Workday business process differences deliverable will be used by the Sierra-Cedar deployment team as input to their Architect design sessions in which they will further identify the differences and determine an efficient solution.

Meeting/session minutes are captured, along with any action items, issues, or risks identified during the sessions. Action Items are placed into the Project Portal Action Item tracking tool and are used to drive decisions needed to complete configuration. Issues, differences, or challenges are also captured, and alternatives are presented for decision making. If there are key risks to the project, those are captured on the project risk log, so that they can be presented to the steering committee for mitigation strategies. Outcomes from these design sessions are captured by the Sierra-Cedar consultants in Design Decision Guides and then confirmed by the CLIENT project team. The Design Decision Guides cover all functional areas and security.

Sierra-Cedar will provide Design Decision Guide templates to be used in the next stage of design. Design Decision Guides capture the decisions that need to be made for each functional area along with the impact and reasoning behind each design decision. The reasoning is equally important as the decision itself for reference when future changes are considered to configuration. It also helps the CLIENT understand the “why” behind the configuration so that the CLIENT has a long term sustainable solution when the project is completed and the CLIENT can support the new system and processes. Our Design Decision Guides utilize an agile approach, in that the decisions often evolve throughout the deployment as we test and collaborate with our cross functional teams, in which case, the documentation is updated.

Discussions during these sessions take place on whether a requirement is a true requirement or is simply the way things have been done in the past. With over 300 pre-defined business processes, the approach focuses more on reviewing the way something is done within Workday and having the CLIENT communicate why something will not work versus the traditional model of the client providing not only what the requirement is but how the requirement should be met and the consulting team configuring / customizing the system to meet this design. This is an important distinction of the design process as the CLIENT desires to take advantage of leading practices and the functionality inherent within Workday and meeting a “requirement” can involve doing things differently within the new system, yet still fulfilling the core requirement.

The Project Work Plan will be finalized with an updated schedule and resource assignments based on decisions made during this stage.

Following the functional design sessions, Sierra-Cedar will provide the CLIENT with the required data elements and formats that the CLIENT will extract into as necessary to execute the Data Migration Strategy. The resulting flat files will be encrypted and transferred to a data migration tool via sFTP. The data migration tool will be used to run various validation and mapping routines to transform the CLIENT’s data into a format compatible with Workday’s iLoad tool which is used to perform the import of data into Workday.

Once the validation and mapping has been performed, the migration tool will provide a list of errors that the CLIENT will have the ability to correct/update in the source system. Once the corrections have been made, the extract program will be rerun and the process will start over again. At the point that the validation and mapping routines are error free, the migration tool will populate the Workday iLoad templates with the transformed legacy data and the data will be loaded into the Workday Tenant. When that process is complete, the CLIENT will validate the data in the Workday Tenant. This process will be followed for both the HCM/Payroll and Financial phases of the project.

Integration and reporting specifications will be completed during the Architect stage so the code development and testing can commence during the next stage.

The CLIENT is required to complete Workday’s project team training which is covered in the contract between Workday and the CLIENT before the beginning of this stage because the business decisions made at this stage will directly impact the entire project outcome and duration. Understanding the features, capabilities, and limitations of the software will help project team members reach the best decisions in the shortest amount of time.

The following are the deliverables associated with this stage:

| Deliverable   | Description   | Owner                            | Contributor |
|---|---|----------------------------------|-------------|
| Test Plan and Schedule                                  | Test plan and schedule will define testing, purposes, responsibilities, guidelines, schedule, and other information specific to each round of testing to occur in the Test Stage. Update as needed for Phase 2. | CLIENT and Sierra-Cedar (Shared) |             |
| Initial Deployment Data Gathering Workbook – Financials | Review workbook used to gather the CLIENT information for inclusion in the Configuration Tenant.  | Sierra-Cedar                     | CLIENT      |
| Configuration Design –                                  | More detailed design sessions to gather configuration   | Sierra-Cedar                     | CLIENT      |

|   |   |                                  |        |
|---|---|----------------------------------|--------|
| Phase 1 and Phase 2   | data. The Design Decision Guides and/or Workbooks include the security configuration and the organizational roles for configuration in business processes.  |                                  |        |
| Integration Requirements and Field Mapping Document – Phase 1 and Phase 2 | Define and document integration requirements including field mapping, functional requirements and process flows for packaged and custom integrations.   | CLIENT and Sierra-Cedar (Shared) |        |
| Data Migration Strategy Document  | Define and document the data migration strategy for each tenant build including the validation of the data.   | Sierra-Cedar                     | CLIENT |
| Tenant Management Plan  | Define the plan for managing each tenant.   | Sierra-Cedar                     | CLIENT |
| Updated Deployment Data Gathering Workbook – Phase 1 and Phase 2          | Update workbook used to gather the CLIENT information for inclusion in Configuration Tenant build. The CLIENT at this time will document required data mapping and keep updated throughout the project.   | CLIENT and Sierra-Cedar (Shared) |        |
| Configuration Tenant  | Configuration Tenant - Configured tenant based on the decisions made in the Architect stage. Data load #2. The CLIENT is responsible for validating its accuracy. Phase 2 starts from a copy of the current HCM/Payroll tenant and will be build out by the Sierra-Cedar consultants. | CLIENT and Sierra-Cedar (Shared) |        |
| Architect Stage Signoff   | Signoff confirming that all activities and deliverable for this stage have been completed and the project can progress to the next stage.   | CLIENT and Sierra-Cedar (Shared) |        |

## CONFIGURE & PROTOTYPE STAGE

The objectives of the Configure & Prototype Stage are to complete the configuration of the Workday solution based on the business process design specifications, configuration analysis specifications, integration design, and custom report specifications developed in the Architect Stage. All application configurations are completed, the necessary legacy data is migrated, integration configuration is completed, and the tenant is fully prepared for the Test Stage.

This stage features an iterative cycle of configuring, unit testing, reconfiguring and retesting until the configured processes are validated to meet the CLIENT's organization-wide and department-specific business requirements, as communicated to Sierra-Cedar by the CLIENT. Reports and integrations are also built and unit tested following the same iterative process. At the conclusion of this stage, test plans, test scenarios, and test scripts are created by the CLIENT with facilitation provided by Sierra-Cedar per the testing approach below using the business processes and data designed specifically for the CLIENT.

In Configure & Prototype Stage, Sierra-Cedar will perform a data load for prototyping and another load to prepare for testing. The latter data load will be a full data load, as opposed to representative data, and will be critical for testing in addition to verifying the data migration process is repeatable.

To expedite the data migration process and assist the CLIENT with the analysis of their data, Sierra-Cedar offers a leading Workday data migration methodology and data migration tools which are included to complement Workday's iLoad and Data Loader tools.

The following are the deliverables associated with this stage:

| Deliverable                    | Description   | Owner      | Contributor  |
|--------------------------------|---|------------|--------------|
| Customer Confirmation Sessions | Configuration Tenant is reviewed and utilized for unit testing. | CLIENT     | Sierra-Cedar |
| Completed Unit Tests           | Completed test cycle to validate configuration prototype.       | CLIENT and |              |

|                                     |   |                                  |              |
|-------------------------------------|---|----------------------------------|--------------|
|                                     | Sierra-Cedar is responsible for fixing errors that may occur during unit testing. The CLIENT security team validates security provisioning is in place for testers.   | Sierra-Cedar (Shared)            |              |
| Report Workshop                     | One report workshop conducted on how to develop reports for Phase 1 and one report workshop conducted on how to develop reports for Phase 2. This is in addition to Workday required training noted in the Reporting scope section.   | Sierra-Cedar                     | CLIENT       |
| Developed Integrations              | Integrations developed and unit tested.   | CLIENT and Sierra-Cedar (Shared) |              |
| Test Scenarios                      | Define all test scenarios to be validated during testing. Sierra-Cedar will provide the CLIENT with test scenarios from the Workday deployment guide as a starting point and facilitate the completion of these by the CLIENT.  | CLIENT                           | Sierra-Cedar |
| End to End Tenant                   | End to End Tenant – Full data (data load # 3) will be executed to prepare a Workday tenant for end to end testing. The CLIENT is responsible for validating its accuracy. Phase 2 starts from a copy of the current HCM/Payroll tenant and will be build out by the Sierra-Cedar consultants. | CLIENT and Sierra-Cedar (Shared) |              |
| Configure & Prototype Stage Signoff | Signoff confirming that all activities and deliverable for this stage have been completed and the project can progress to the next stage.   | CLIENT and Sierra-Cedar (Shared) |              |

## TEST STAGE

To assess the accuracy and performance of the new system, system testing, user acceptance, and parallel testing will be performed during this stage based on the Test Plan and scripts created during Configure & Prototype Stage. Each test effort has a different purpose and addresses a different set of conditions. The agreed-upon exit criteria for each test effort must be met before completing this stage and moving to the final stage: Deployment. While Sierra-Cedar will help plan the testing and advise the CLIENT on the content of the test scripts, the CLIENT assumes primary responsibility for conducting the actual testing. Sierra-Cedar's testing approach is as follows:

The overall approach relies on the use of the Project Portal to define, coordinate and record results for test activities throughout the various stages of testing. The Project Portal lists contain a baseline of Workday test scripts and is supplemented through discussions with the CLIENT to expand those definitions to capture the specifics of the CLIENT's environment. Each project team member who will be participating in testing will be provided access to the Project Portal and be expected to actively review the Project Portal.

**Sierra-Cedar will:**

- Conduct smoke (unit) tests to validate functionality and features are working prior to handing over to the CLIENT for testing.
- Facilitate the definition of the CLIENT End to End, Parallel Payroll, and User Acceptance Testing scenarios and Acceptance scenarios.
- Troubleshoot issues that occur during the testing phase.

**CLIENT will:**

- Define the CLIENT End to End, Parallel Payroll, and User Acceptance Testing scenarios and Acceptance scenarios.



- Agree that the scope of the testing defined is sufficient for the project to confirm the system. The testing will provide one key measure for authorization to move to Production with Workday.
- Facilitate the assignment of testing resources to each test.
- Facilitate the coordination of data across test steps within scenarios.
- Work with the project team to schedule testing sessions and monitor assignments.
- Monitor and coordinate testing progress.
- Report weekly statistics of testing progress including: total tests to be performed, tests performed to date, % completed, numbers of pass/fail, % pass/fail and a list of issues deemed "show stoppers".
- Perform all tests except for smoke (unit) testing.
- Log all issues and link those issues to the related test
- Conduct a daily testing de-brief during key testing activities to review progress and set the agendas and objectives for the following day.
- Record the results of all tests in the Project Portal

The following are the deliverables associated with this stage:

| Deliverable                           | Description   | Owner                            | Contributor            |
|---------------------------------------|---|----------------------------------|------------------------|
| Completed Smoke Tests                 | Completed test cycle to validate that the testing tenants are complete by executing short tests to validate that all key functional areas are working correctly. Sierra-Cedar is responsible for fixing errors that may occur during smoke testing. The CLIENT security team validates security provisioning is in place for testers. | Sierra-Cedar                     | CLIENT                 |
| Completed End-to-End (System) Testing | Completed test cycle to validate the flow of end-to-end processes between multiple functions and third party integrations. Support from Sierra-Cedar will include answering questions on how transactions are processed as well as trouble shooting and supporting the CLIENT in correcting issues found.                             | CLIENT                           | Sierra-Cedar (support) |
| Completed User Acceptance Testing     | Completed test cycle to validate acceptance of system. Support from Sierra-Cedar will include answering questions on how transactions are processed. CLIENT will be responsible for correcting issues found.  | CLIENT                           | Sierra-Cedar (support) |
| Parallel Tenant                       | Parallel Tenant – Full data (data load # 4) will be executed to convert all employee / payroll / human resources data to prepare a Workday tenant for parallel payroll end testing. The CLIENT is responsible for validating its accuracy.  | CLIENT and Sierra-Cedar (Shared) |                        |
| Payroll Parallel Testing              | Completed payroll parallel testing for up to 3 parallel cycles with agreed upon error percentage. Support from Sierra-Cedar will include answering questions on how transactions are processed as well as trouble shooting and correcting issues found.   | CLIENT                           | Sierra-Cedar (support) |
| Cutover Plan                          | Plan for cutover to Workday used to track completion of activities and overall status of the cutover.   | CLIENT and Sierra-Cedar (Shared) |                        |
| Test Stage Signoff                    | Signoff confirming that all activities and deliverable for this stage have been completed and the project can progress to the next stage.   | CLIENT and Sierra-Cedar (Shared) |                        |

## DEPLOY STAGE

This stage includes the steps necessary to move the Workday solution into production with the features and functionality described in the Project Charter. It also includes the transition to Workday Support Services for post-production support. The detailed Deployment Plan lists all remaining activities necessary for a successful deployment. A typical Workday deployment takes four weeks to perform and requires the following high level activities:

- Final check of iLoads for Gold build
- Extract of data from the CLIENT current Production environments
- Build of the Gold tenant which becomes the Production environment
- CLIENT validating the data migrated into the Gold build
- CLIENT inputting catch up transactions from the period of the data extracts from the current Production environment
- Delivery Assurance and approval from Workday to move into Production
- Go live

The following are the deliverables associated with this stage:

| Deliverable                   | Description   | Owner                            | Contributor |
|-------------------------------|---|----------------------------------|-------------|
| Gold/Pre-Production Tenant    | All configuration and data migrations for Phase 1 are completed based on data load #5 (Gold/Pre-Production tenant). Validated by the CLIENT.  | CLIENT and Sierra-Cedar (Shared) |             |
| Production Tenant             | All configuration and data migrations for Phase 2 are completed based on data load #4 (Production tenant). Validated by the CLIENT.   | CLIENT and Sierra-Cedar (Shared) |             |
| Completed Go-Live Checklist I | Completed and executed Workday Go-Live checklist completed with required information prior to Workday's Delivery Assurance Review. A copy of 'Go-Live Checklist' should be reviewed, signed and affixed to the Move to Production tenant request no less than 14 days prior to Move to Production date. | CLIENT and Sierra-Cedar (Shared) |             |
| Go-Live Authorization Form    | Signed go-live authorization form completed and uploaded at least 48 hours prior to production move. Gold/Pre-Production Tenant is moved into live Production environment for Phase 1 and data migration is completed into Production environment for Phase 2.  | CLIENT and Sierra-Cedar (Shared) |             |
| Deploy Stage Signoff          | Signoff confirming that all activities and deliverable for this stage have been completed and the project can progress to the next stage.   | CLIENT and Sierra-Cedar (Shared) |             |

After going live, Sierra-Cedar will assist the CLIENT in its transition to Workday Production Services through a series of transition meetings. During this process, Sierra-Cedar will conduct activities designed to transfer its knowledge of the CLIENT's deployment to the CLIENT's Production Support Team. This is an activity that will occur in the first or second week after go live and is required by Workday. Sierra-Cedar will provide post production support using the same resourcing model during the project of onsite/remote for 1 month after each go live for HCM/Payroll and Financials as planned by the Project Managers during the Test Stage.

A formal exit interview takes place as a final opportunity for information gathering and sharing. A "Lessons Learned" meeting is held with key project personnel. From these findings, a document is published that provides observations and analysis concerning areas of the project that went well and those areas that could have been smoother. This final document also provides recommendations to the CLIENT on how to leverage successes and address foreseeable risks.

## 4. DEPLOYMENT SCOPE

Sierra-Cedar will design and configure HCM, Payroll, and Financials generally available functionality as prioritized by the CLIENT. The configuration of each component will be prioritized and designed during the initial stages of the project. The CLIENT will strive to reduce and align the number of plans, codes, business process steps, and other configurations that are currently different across the agencies, departments, and other areas within the CLIENT.

In order to provide a clear understanding of the high-level contents of a functional area, a definition of each for HCM, Payroll, and Financials is listed below.

**Human Capital Management** consists of Worker Information, Country Specific Information and Reporting, Staffing which includes Onboarding, Compensation, Benefits, Talent, Absence, Safety Incident Tracking, Business Asset Tracking, Employee and Manager Self-Service, and Worklets and Reports for Human Capital Management.

**Compensation** consists of the Compensation Framework, Manage Compensation Plans, Salary, Hourly, Allowance, Merit, Bonus, Stock, Commission, One-Time Payment, Compensation Statements, Severance, and Market Salary Data.

**Benefits** consists of Setup Benefits, Costs and Rates, Health Care Plans, Insurance Plans, Retirement Savings Plans, Health Savings Plans, Spending Accounts, Additional Benefit Plans, Enrollment Events and Rules, Default Coverage and Auto-Enrollment, Cross Plan Dependencies, Benefit Credits and Surcharges, Multiple Jobs, Open Enrollment, Benefit Changes, Passive Events, Evidence of Insurability, COBRA, Patient Protection and Affordable Care Act, and Dependents and Beneficiaries.

**Recruiting** consists of Recruiting Basics, Recruiting Workflow, Job Requisitions, Evergreen Requisitions, Career Sites, Agency Management, Job Postings, Candidates, Referrals, Questionnaires, Candidate Pools, Recruiting Compliance, and Recruiting Reports.

**Time Tracking** consists of Time Entry Setup, Time Calculations, Time Entry Validations, Period Schedules, Work Schedules, Worker Eligibility for Time Tracking, and Entering, Viewing, and Correcting Time

**Absence** consists of Time Off and Leave of Absence.

**Unions** consists of Set Up Unions, Create Union Membership Types, and Manage Union Membership for Workers.

**Payroll** for the US consists of Payroll History, Earnings, Deductions, Banking Setup, Payroll Accounting Setup, Settlement, Payslips, Tax Filing, Labor Costing, Multiple Jobs, Retroactive Payments, Payroll Processing, W-2 and W-2C Reporting, and Worktag Balancing for Payroll.

**Financial Management** consists of Financial Accounting, Supplier Management, Revenue, Business Assets, Procurement, Cash, and Settlement.

**Financial Accounting** consists of the Financial Accounting Structure, Ledger Accounts, Budgets and Plans, Journal Processing, Statistics, Allocations, Period/Year Close, Worktag Balancing, Average Daily Balance, and Financial Reporting. Budgetary Control and Commitment Accounting consists of the Financial Accounting Structure (FDM), Budgets and Plans, Position Control, and Spend Control.

**Revenue** consists of Customers, Sales Items, Customer Contracts, Customer Invoices, Customer Payments, Credit Card Payments, Cash Sales, Deposits, Writeoffs, Billing, and Revenue Recognition.

**Projects** consists of Projects Planning, Capital Projects, and Time and Effort Reporting.

**Grants** consists of Funds, Sponsors, Grants Cost Capture, Facilities and Administration Award Costs, Award Proposals, Awards, Grants Revenue Recognition, and Grants Billing and Collection.

**Supplier Management** consists of Suppliers, Catalogs and Items, Supplier Punchout, Prepaid Supplier Spend, Invoicing and Payables, 1099 MISC Reporting, and 1042-S Reporting.

**Business Assets** consists of Asset Tracking and Asset Accounting.

**Cash** consists of Banking Setup, Bank Account Transfers, Bank Account Reconciliation, Cash Forecasting, and Cash Management Reports. Settlement consists of Settlement Configuration, Ad Hoc Payments, Settle Payments, Acknowledge Payments, Check and Advice Printing, and Preauthorize Bank Accounts.

**Procurement** consists of Requisitions, Requisition Sourcing, Request for Quotes, Purchase Orders, Procurement Cards, Supplier Contracts, Supplier Contract Renewals, Contingent Worker Spend, Receiving, Supplier Accounts Match Process, Spend Control, Spend Analytics, and Supplier Collaboration.

## 4.1. FUNCTIONAL SCOPE ASSUMPTIONS

The items listed with metrics in the scope below are not a limitation of the software but rather a scope guideline for the project and a 10% variance on metrics or work effort will be included in scope. For variances outside of 10%, Sierra-Cedar will provide guidance to the CLIENT project team designated in that area about how to complete the activity and will provide guidance as the CLIENT configures the remaining. A change in scope may have an impact on pricing and require a change order.

The following assumptions were made with respect to the Phase 1 functional scope of the CLIENT's project:

| PRODUCT COMPONENT     | SCOPE DESCRIPTION  |
|-----------------------|--|
| Core HR               | Setup including tenant configuration for 1 country, mobile, and onboarding.  |
| Organizations         | Supervisory, 30 companies, 30 matrix orgs, 5 custom org types up to 100 of each type, 1000 cost centers, 30 regions, 30 funds, 30 grants, 50 business units, 30 unions, 20 pay groups, 10 retiree orgs, and up to 20 related org type hierarchies (including location hierarchies).  |
| Jobs and Positions    | Multiple staffing models, up to 10 job family groups, 50 job families, 300 job profiles, 1 management level hierarchy, 25 work shifts, and no work functions.  |
| Configurable Security | Includes assignment of roles to business processes, assignment of workers to roles, and no custom security groups.   |
| Compensation          | Multi-currency (up to 100) includes up to 50 grades and grade profiles, up to 50 allowance plans, bonus, merit, includes steps and step processing. Up to 50 Bonus plans, up to 20 Stock plans, and up to 20 Merit plans.  |
| Benefits              | 10 Groups, up to 60 benefit plans, flex credits, domestic partner and children, 2 rate banding, cobra, 2 enrollment event rule, 5 cross plan rules, 5 passive events, ACA, and retiree benefits. The County will work with the unions to create consistent rates across all worker populations including active and retiree.                 |
| Absence               | Up to 50 plans of a combination of types including grandfathered PTO, vacation plans, and floating holiday plans.  |
| US Payroll            | Up to 120 earnings and deductions, 7 federal IDs, 35 states, 4 banks, up to 3 parallel tests and 1 external GL system. Assumes several complex pay calculations.   |
| Time Tracking         | Up to 250 time codes, up to 50 employee population subsets (including up to 12 unions), and using time calculations.   |
| Recruiting            | 1 Career Center for internal and 1 Career Centers external applicants. 1 consistent candidate & hiring process & approval routing across all business units, geographies, departments. Up to 8 candidate applicant questionnaires (one questionnaire per job requisition and no more than 12 questions). Up to 2 job offer letter templates. |

| PRODUCT COMPONENT                 | SCOPE DESCRIPTION   |
|-----------------------------------|---|
| FLSA                              | Sierra-Cedar has determined an approach for the CLIENT to be able to utilize Workday for FLSA and retro. This involves configuration and two boomerang integrations. The integrations are listed as Sierra-Cedar's responsibility in Section 4.3. ("Integration Scope Assumptions").  |
| Semi-Monthly vs Bi-Weekly Payroll | During BPA, the team will have separate sessions on Payroll to examine the options of Semi-Monthly vs. Bi-Weekly. Sierra-Cedar will present an issue paper with advantages, disadvantages, and options to assist CLIENT with deciding whether to stay with the current Semi-Monthly pay cycle or move to Bi-Weekly.                           |
| Affiliate Agencies                | Sierra-Cedar and the County will begin dialogue on the affiliate approach, timeline and associated cost, if any, once the Affiliate matrix has been completed and at the completion of the BPA phase of this SOW. If additional costs are required, a Change Order will be executed by the parties in accordance with Appendix D of this SOW. |

The following assumptions were made with respect to the Phase 2 functional scope of the CLIENT's project:

| PRODUCT COMPONENT               | SCOPE DESCRIPTION  |
|---------------------------------|--|
| Financial Data Model            | Up to 5 companies, 2 account sets, 15 financial organization types, and 5 custom worktags.   |
| Financial Accounting            | Up to 5 accounting books, pre-encumbrance and encumbrance ledgers, 1 account posting rule set, up to 25 allocations, up to 4 balancing worktags, mobile, and configurable security that includes assignment of roles to business processes, assignment of workers to roles, and no custom security groups. |
| Customer Accounts and Contracts | Up to 1,000 customers, up to 3 customer invoice layouts, 2 customer statement and dunning letter layouts, custom payment application rules, up to 5 customer contract types, and customer portal.  |
| Grants                          | Up to 1,000 grants. Up to 2 object set classes and mapping, 3 basis types, one standard rate agreement. Decentralized billing, collection, and cash application.   |
| Procurement                     | Up to 5 punch-outs, up to 50 supplier contracts and purchasing agreements, up to 1 p-card type with up to 175 card holders, up to 1 custom PO layout, up to 25 buyer segmentations by location and commodity.  |
| Supplier Accounts and Contracts | Up to 20,000 suppliers, standard matching process complexity, 1 supplier invoice integration, and sales tax. Up to 10 supplier contracts.  |
| Expenses                        | One country, credit card integration, up to 10 custom validations, and EIB GL integration.   |
| Banking & Settlement            | Up to 5 financial institutions and 10 bank accounts, preprinted or blank check stock, ACH integration with bank, and BAI2 bank reconciliation.   |
| Business Assets                 | Up to 20,000 business assets, up to 100 spend categories, multiple depreciation methods, leased assets, and multi-book asset accounting.   |
| Project and Work Management     | Up to 1,000 projects, project description, Project Manager assignment, project plans, project profiles, project time and labor, project capitalization, and project budgets.   |

## 4.2. DATA MIGRATION SCOPE ASSUMPTIONS

Sierra-Cedar has included the standard data conversion scope for a Workday project with the CLIENT's core scope. Data migration services include loading only data necessary to transact at go-live. Data migration scope includes the following items:

### **HCM**

- Active Employees
- Active Contingent Workers
- Current Year Terminations
- Job Profiles / Families
- Personal Information (Biographic/Demographic data)
- Service Dates
- Positions: All filled
- Vacant positions: migration method is optional
- Compensation Plans
- Compensation Grades
- Absence Plan Balances
- Current Year Benefit Elections
- Dependents
- Beneficiaries, if they are the system of record

### **Payroll**

- Current Federal Withholdings
- Current State Withholdings
- Current Local Withholdings
- Current Payment Elections
- Payroll History Balances
- Active Withholding Orders

### **Core Financials**

- Beginning G/L Balances
- Current Year Summarized Monthly Journals
- Current Year Budget(s)
  - Adopted
  - Current/Operating
  - Grant/Award
  - Project
- Active Bank Account(s) and Balances

### **Grants**

- Open Awards
- Active Sponsors

### **Procurement**

- Open Purchase Orders
- Open Supplier Contracts

### **Projects**

- Open Projects
- Work-in-Progress Journals for Open Capital Projects

### **Assets**

- In Service Assets
  - Asset Balance
  - Accumulated Depreciation

### **Suppliers**

- Active Suppliers
- Active 1099s (any inactivated within the current year for reporting requirement)
- Open Invoices
- Open Supplier Contracts

**Customers**

- Active Customers
- Open Customer Invoices
- Open Customer Contracts

### 4.3. INTEGRATION SCOPE ASSUMPTIONS

The integrations for Workday were evaluated and the following integrations are in scope and will be prioritized and assigned between Sierra-Cedar and the CLIENT based on the hours estimated and available to Sierra-Cedar. Workday requires the certified partner, Sierra-Cedar to complete the Cloud Connect integrations. Sierra-Cedar and the CLIENT will develop these integrations using the integration strategy defined in business process alignment and finalized in Plan and Architect Stages. Also during Plan and Architect Stages, the use of Workday for each integration will be finalized for all integrations whether they are owned by Sierra-Cedar or the CLIENT.

Scope for Sierra-Cedar as follows:

| INTEGRATION TRACKER NAME                    | DESCRIPTION  | FROM/TO WORKDAY | FUNCTIONAL AREA |
|---|--|-----------------|-----------------|
| Kaiser Dental                               | Dental Data File   | Outbound        | HCM             |
| Delta Dental                                | Dental Data File   | Outbound        | HCM             |
| Kaiser Medical                              | Medical Data File  | Outbound        | HCM             |
| VSP   | Vision Data File   | Outbound        | HCM             |
| HealthEquity                                | Flex Spending, Healthcare, Dependent Care, Limited Healthcare, HSA | Outbound        | Payroll         |
| Positive Pay                                |  | Outbound        | Payroll         |
| Third Party Tax Processing (3 integrations) |  | Outbound        | Payroll         |
| AP Invoices                                 | AP Invoices (common service)                                       | Inbound         | FIN             |
| Remittance Processor                        | AR - Data file of payments processed by Remittance Processor       | Inbound         | FIN             |
| ACH   | ACH Payments to the bank   | Outbound        | FIN             |
| Bank Reconciliation                         | BAI2 bank reconciliation integration                               | Inbound         | FIN             |

Scope for CLIENT as follows:

| INTEGRATION TRACKER NAME      | DESCRIPTION                  | FROM/TO WORKDAY | FUNCTIONAL AREA |
|-------------------------------|------------------------------|-----------------|-----------------|
| Regence                       | Medical Data File            | Outbound        | HCM             |
| ICMA (Clark County)           | Deferred Compensation (ICMA) | Outbound        | Payroll         |
| ICMA (Cresa)                  | Deferred Compensation (ICMA) | Outbound        | Payroll         |
| ING                           | Deferred Compensation (ING)  | Outbound        | Payroll         |
| Payroll Direct Deposit        | Payroll Direct Deposit       | Outbound        | Payroll         |
| MMS (Maintenance Mgmt System) | Payroll Interface            | Inbound         | Payroll         |
| Unemployment (Washington)     | Quarterly Payroll Interface  | Outbound        | Payroll         |
| HCM Employees                 | Bridging integration.        | Outbound        | HCM             |

|                                   |  |          |         |
|-----------------------------------|--|----------|---------|
| HCM Jobs                          | Bridging integration.  | Outbound | HCM     |
| HCM Foundation data               | Bridging integration.  | Outbound | HCM     |
| Payroll Journal Entries           | Bridging integration: outbound journal entries to Payroll                              | Outbound | Payroll |
| 1099s                             | AP 1099s   | Outbound | FIN     |
| Procurement Card Transactions     | US Bank Pcard import   | Inbound  | FIN     |
| Positive Pay - Banks              | AP Positive pay data file of payments made from AP and Payroll                         | Outbound | FIN     |
| AR Invoices                       | AR Invoices (common service)   | Inbound  | FIN     |
| Ad Hoc Payments                   | CM Interface (Custom table to track external checks issued by junior taxing districts) | Inbound  | FIN     |
| Journal Import                    | Journal Import (common service)  | Inbound  | FIN     |
| Grant Import                      | Grant Import (common service)  | Inbound  | FIN     |
| Project Import                    | Project Import (common service)  | Inbound  | FIN     |
| Foundation Data Import            | Foundation Data (worktags, organizations, etc.) common import                          | Inbound  | FIN     |
| Lincoln Financial - Pay Inputs    | Deferred Compensation, 457 Catch Up, 475 Loans, ROTHs                                  | Inbound  | Payroll |
| Lincoln Financial - Employee Data | Deferred Compensation, 457 Catch Up, 475 Loans, ROTHs                                  | Outbound | Payroll |
| AD Integration                    | HR Data to AD  | Outbound | HCM     |
| DRS (WA State Retirement)         | Payroll Interface  | Outbound | Payroll |
| HealthEquity                      | Payroll Interface (Flex Spending & Health Savings)                                     | Outbound | Payroll |
| Treasurer Web Portal              |  | Outbound | FIN     |

## 5. GENERAL PROJECT ASSUMPTIONS

- Once Sierra-Cedar completes the Business Process Alignment, the scope, price, resources, and assumptions will be confirmed and may be subject to change.
- Sierra-Cedar estimates that the Professional Services included in this SOW will be performed approximately 70% offsite and 30% onsite at the CLIENT location, unless mutually agreed upon in writing by the CLIENT and Sierra-Cedar.
- External payroll services are out of scope. The CLIENT noted they will process payroll services in-house (i.e., tax filing, direct deposit, garnishments).
- The following functionality is out of scope: Any Workday functional areas not listed in the scope section and items provided by a 3<sup>rd</sup> party. If items provided by a 3<sup>rd</sup> party require any processing once the file leaves the Workday system, that processing is the responsibility of the CLIENT to work with the 3<sup>rd</sup> party and is not in scope for this project.
- Sierra-Cedar is not responsible for services provided by any party other than Sierra-Cedar in the fulfillment of the services under this SOW.

### 5.1. PLAN STAGE ASSUMPTIONS

- Sierra-Cedar assumes that all the agencies, departments, divisions, or associated units of the CLIENT whose functional areas will be using Workday HCM, Payroll, and Financials will be



actively represented on the project. The CLIENT will maintain standard business processes and configurations in all functional areas.

- Overall project management responsibility will be shared between Sierra-Cedar and the CLIENT. The CLIENT will provide an Executive Sponsor(s), project manager, and Functional and Technical leads to participate in discovery, design and configuration, as well as test and deployment activities. The CLIENT's project manager will coordinate project activities with the Sierra-Cedar Project Leadership. The CLIENT's Project Manager will be 75% dedicated to the project and a Sierra-Cedar Project Manager will be 85% dedicated to the project for the duration of the project.
- The CLIENT is responsible for the development of any the CLIENT, functional area and end user policies, procedures, and user manuals.
- The CLIENT's Executive Sponsor(s) will establish a governance model with Sierra-Cedar support including an Executive Steering Committee that will serve as the escalation point for issues that cannot be resolved at the Project Team level. Sierra-Cedar and the CLIENT Executive Sponsor(s) will participate on the Executive Steering Committee.
- Sierra-Cedar will conduct project kick-off meetings with the Executive Committee and the Executive Sponsor(s)'s authorized project team members as the Architect Stage begins.
- The CLIENT's Project Leadership will provide a plan of action for critical functional and technical issues within five (5) business days following identification of such issues. Issues not responded to within the allotted time will be immediately escalated to the CLIENT Executive Sponsor(s) for resolution. The Sierra-Cedar Project Manager must promptly bring up any issue(s) or delays that occur due to lack of the CLIENT resources to avoid schedule impact.
- The CLIENT will complete appropriate Workday training prior to beginning the Architect Stage.

## **5.2. ARCHITECT STAGE ASSUMPTIONS**

- This SOW assumes that the CLIENT will provide data using the standard Workday Data Workbooks.
- The CLIENT agrees to standardize business processes, business practices, and business policies across the enterprise. the CLIENT is ultimately responsible for verifying that the configured content is appropriate for the CLIENT. Business process approval routings and condition rules will be configured based on standardization across business processes. Business process configuration that has significant deviation from leading practices and requires excessive levels of condition rules to support a non-standardized process is out of scope and subject to the change order process. This will be subject to the review of the CLIENT Project Manager and the Sierra-Cedar Project Manager and escalation to Executive Sponsors.

## **5.3. CONFIGURE STAGE ASSUMPTIONS**

- Issues and resolutions from each build will be added to the issues log, which will be maintained through the completion of the project.

## **5.4. TEST STAGE ASSUMPTIONS**

- The CLIENT will be responsible for all parallel testing reconciliations including those that involve paper-based processes in the CLIENT's current payroll process with the support of Sierra-Cedar.

- The CLIENT will be responsible for completing hands-on testing activities and recording and resolving all issues in accordance with the CLIENT's Post Production support model with support from Sierra-Cedar.

## 5.5. DATA MIGRATION ASSUMPTIONS

- The CLIENT will provide a sFTP server configured and available for data migration files integration activities, and for use with the external vendor systems. Sierra-Cedar will support the CLIENT in setup of the sFTP if needed.
- The CLIENT will be responsible for extracting, cleansing, and providing the data from the CLIENT's legacy systems in the format specified by Sierra-Cedar for the data conversion scope listed within this proposal.
- The CLIENT will be responsible for ensuring completeness and accuracy of all data provided, data cleansing and de-duplication. Audit reports will be run once the data is in Workday.
- The following data migration is out of scope: historical transaction data migration except for what is noted in Section 4.2 and any business objects not noted in the lists in this SOW.

## 5.6. INTEGRATIONS ASSUMPTIONS

- Firewalls will be configured correctly by the CLIENT to make the necessary inbound and outbound calls for the necessary integrations. These firewall configurations will be between the CLIENT and 3<sup>rd</sup> party providers, such as Benefit Providers.
- The CLIENT will be responsible for any 3rd party communications to complete integrations.
- Use of Workday Configured Integrations assumes that no new development of the interface specification is required.
- Where changes are required for the CLIENT's integration platform or internal system, the CLIENT must provide its own experienced resources and the CLIENT will be responsible for making such changes. The CLIENT's integration estimates do not account for any effort required on the CLIENT's internal platform or system to complete an integration.
- The CLIENT will verify the accuracy of the data and provides corrected data to ensure integration testing is completed prior to go-live.
- Any development required that is not using the Workday delivered integration toolset will be out of scope. This includes development of any processes for internal or external systems that would be producing data for Workday to consume, development of any processes for internal or external systems that would be consuming data from Workday, and any development for a service bus other than the delivered Workday service bus.

## 5.7. REPORTING ASSUMPTIONS

- The CLIENT's personnel designated as report writers must attend the following Workday training on reports:
  - Custom Scorecards
  - Report Writer
  - Calculated Fields
  - Report Designer
  - Composite Reporting
- Reports are limited to then-available report data sources and custom report fields.

## 5.8. RESOURCE ASSUMPTIONS

- The CLIENT will dedicate a sufficient number of its best-suited internal resources to the project in accordance with the resource requirements outlined above.
- The CLIENT's functional and technical staff will be committed to the project in accordance with the resource requirements outlined above and the associated changes to their job functions.
- The CLIENT's resources that are dedicated to the project will have their daily responsibilities appropriately prioritized to meet the project requirements and objectives.
- Sierra-Cedar's resource allocations in the table above are estimates based upon our understanding of the CLIENT's requirements to date. Given the fixed fee nature of the project, Sierra-Cedar reserves the right to change these allocations at any time based upon need within the project to complete agreed upon tasks and deliverables.
- Sierra-Cedar consultants will perform services in a combination of locations including the CLIENT's office and remotely.
- The CLIENT will provide Sierra-Cedar consultants with reasonable facility access, working space, conference call equipment using freeconference.com if connectivity issue exists with Skype, and office support.
- The CLIENT will provide remote connectivity consistent with its security process and procedure to be used during the project.
- Changes to resources could impact pricing and require a change order.

## APPENDIX D – CHANGE CONTROL PROCESS

Below are the high-level steps of the Change Control Process. A detailed Change Control Process will be documented during the Plan Stage of the project. As the Change Control Process is fully defined, CLIENT and Sierra-Cedar will agree when this process will be invoked; e.g., changes requiring more than X number of hours.

To facilitate the Change Control Process, a governing Change Control Board (CCB) will be established for the duration of the project. The CCB will be composed of Stakeholders and Executive Sponsors from both CLIENT and Sierra-Cedar.

Situations wherein there is a lack of understanding or clarity in the defined requirements included in the Scope of Work, will be handled on a case by case basis with guidance from the CCB.

Opportunities for Change Control items to be included in scope without impacting quality, budget or timeline will be documented accordingly.

Change Control items that impact quality, budget or timeline may require a CLIENT Change Request to reflect decision(s) and activities required.

### High-Level Change Control Process Steps

1. Requirement is documented by the requestor.
  2. A high-level estimate for solution development is provided to facilitate prioritization and impact.
  3. Requirement reviewed/signed-off by the Department Sponsor for presentation to the CCB.
  4. Requirement is presented for review to the CCB.
  5. CCB actions the requirement with one of the following dispositions:
    - o Approved/accepted
    - o Declined/denied
    - o Deferred – either future phase or additional information is required
- NOTE:** Approval to proceed with development must be authorized in writing by the CLIENT.
6. Communication to Project Team regarding disposition of Change Request.
  7. If the Change Request is Approved,
    - o A Detailed Solution Design is documented with level of effort hours' estimate with an 80% degree of confidence.
    - o Acceptance Approval is prepared and routed for signatures.
    - o Sierra-Cedar and/or CLIENT Project Managers will determine timeline for delivery and update the schedule accordingly.

**C.1 SIERRA-CEDAR SIMPLE CHANGE ORDER**

SIERRA-CEDAR

CLIENT

Sierra-Cedar, Inc.

Clark County, Washington

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

| C.1 SIERRA-CEDAR SIMPLE CHANGE ORDER   |                                  |
|--|----------------------------------|
| DATE SUBMITTED: ____ / ____ / ____   |                                  |
| MASTER SERVICE AGREEMENT REFERENCE NUMBER:   | <u>Sierra-Cedar</u>              |
| STATEMENT OF WORK REFERENCE NUMBER:  | <u>Sierra-Cedar</u>              |
| REQUEST SUBMITTED BY:  | ____, _____, <u>Sierra-Cedar</u> |
| CHANGE ORDER NARRATIVE:  |                                  |
| THE PURPOSE OF THIS CHANGE ORDER IS:   |                                  |
| THE IMPACT AND/OR COSTS ASSOCIATED WITH THIS CHANGE ORDER ARE ESTIMATED AS FOLLOWS:  |                                  |
| ATTACHMENTS, SCHEDULES OR TABLES:  |                                  |
| This Change Order shall constitute an amendment to, and shall be deemed part of, the terms and conditions of the Statement of Work titled _____. |                                  |
| The authorized representatives of the parties have signed this Change Order.   |                                  |

## APPENDIX E – RATE CARD FOR CHANGE ORDERS

| <b>Role</b>                           | <b>Hourly Rate Minimum</b> | <b>Hourly Rate Maximum</b> |
|---------------------------------------|----------------------------|----------------------------|
| Project Sponsor                       | \$ 175.00                  | \$ 215.00                  |
| Engagement / Project Manager          | \$ 170.00                  | \$ 210.00                  |
| Solution Architect                    | \$ 165.00                  | \$ 205.00                  |
| Principal Consultant                  | \$ 160.00                  | \$ 200.00                  |
| Principal Consultant - Data Migration | \$ 150.00                  | \$ 190.00                  |
| Data Migration Specialist             | \$ 140.00                  | \$ 180.00                  |
| Integration Lead                      | \$ 165.00                  | \$ 205.00                  |
| Integration Consultant                | \$ 150.00                  | \$ 190.00                  |
| Change Management Architect           | \$ 145.00                  | \$ 185.00                  |
| Change Management Lead                | \$ 145.00                  | \$ 185.00                  |
| Training Developer                    | \$ 125.00                  | \$ 165.00                  |
| Apprentice Rate                       | \$ 125.00                  | \$ 165.00                  |

## APPENDIX F – CLIENT AUTHORIZED ACCEPTANCE APPROVERS

| Area                       | Name          | Title                     | Role                                  |
|----------------------------|---------------|---------------------------|---------------------------------------|
| <b>Finance and Payroll</b> | Mark Gassaway | Finance Director          | Executive Sponsor                     |
| <b>Human Resources</b>     | Kathleen Otto | Human Resources Director  | Executive Sponsor<br>Committee Member |
| <b>Technology</b>          | Sam Kim       | Chief Information Officer | Executive Sponsor                     |



## APPENDIX G – SAMPLE APPROVAL OF ACCEPTANCE

# Acceptance Certificate

**Agency:** CLIENT

**Project:** Workday Deployment Project

**Initiated By:** \_\_\_\_\_

Date: \_\_\_\_\_

Milestone Reference: \_\_\_\_\_

Type:  Final

Description:

The above \_\_\_\_\_ has been reviewed by CLIENT and fully meets all deliverables and requirements pertaining to its completion as outlined in the entirety of the Statement of Work (SOW) and is hereby considered as having passed the acceptance criteria specified by CLIENT.

\_\_\_\_\_  
CLIENT Functional Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
CLIENT Functional Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
CLIENT Functional Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
CLIENT Technical Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
CLIENT Project Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sierra-Cedar Project Manager

\_\_\_\_\_  
Date

## APPENDIX H – COMBINED RESOURCE ROLES AND RESPONSIBILITIES

| CLIENT ROLE                                      | RESPONSIBILITY   | RESOURCE ALLOCATION  |
|--|--|--|
| <b>LEADERSHIP AND MANAGEMENT</b>                 |  |  |
| <b>Executive Sponsor(s)/ Executive Committee</b> | <ul style="list-style-type: none"> <li>▪ Responsible for championing the project</li> <li>▪ Provides executive level oversight of the project</li> <li>▪ Provides input on key strategic decisions and helps to resolve escalated issues</li> <li>▪ Ensures that the appropriate resources are available for the project</li> <li>▪ Ensure the project is meeting the goals and time-frames outlined at the beginning of the project</li> <li>▪ Responsible for setting the direction, driving benefits, managing stakeholders, and deploying resources</li> <li>▪ Works with the project manager to resolve escalated issues in a time-effective manner</li> <li>▪ Signs off on key deliverables throughout the project</li> <li>▪ Acts as an active and visible resource on the project</li> <li>▪ Participates in regularly scheduled Steering Committee meetings to ensure the project is meeting the goals and time-frames outlined at the beginning of the project</li> <li>▪ Governance for any changes in scope</li> </ul> | <b>Estimated FTE: 4 - 5 team members at 0.10 FTE total</b> |
| <b>Project Manager</b>                           | <ul style="list-style-type: none"> <li>▪ Responsible for managing the project to completion with Sierra-Cedar Project Manager</li> <li>▪ Develops, manages, and maintains the Project Work Plan in partnership with Sierra-Cedar Project Manager</li> <li>▪ Manages the issue and key decision log</li> <li>▪ Sets deadlines and evaluates milestones</li> <li>▪ Assigns responsibilities</li> <li>▪ Escalates issues to the Steering Committee that may impact the go-live date</li> <li>▪ Signs off on key deliverables throughout the project</li> <li>▪ Leads Steering Committee meetings</li> <li>▪ Completes Workday required training</li> <li>▪ Participates in Workday Delivery Assurance Reviews</li> </ul>  | <b>Estimated FTE: 1 team member at 0.75 FTE total</b>      |
| <b>Functional</b>                                |  |  |

| CLIENT ROLE             | RESPONSIBILITY  | RESOURCE ALLOCATION   |
|-------------------------|---|---|
| <b>Functional Leads</b> | <ul style="list-style-type: none"> <li>▪ Plays a key role during the DITL workshops</li> <li>▪ Leads the functional team for a specific functional area(s), e.g., Procurement</li> <li>▪ Coordinates activities with the Sierra-Cedar Consultants and other CLIENT functional resources</li> <li>▪ Attends BPA workshops to identify opportunities for improvement, areas for standardization, unique variances and potential differences in functionality</li> <li>▪ Communicates business requirements</li> <li>▪ Gathers reports and defines reporting requirements</li> <li>▪ Completes Workday required training</li> <li>▪ Plays a key role during the workshops</li> <li>▪ Leads the functional team for a specific functional area(s), e.g., Procurement</li> <li>▪ Coordinates activities with the Sierra-Cedar Solution Architect / Principal Consultants and other CLIENT functional resources</li> <li>▪ Attends business process analysis sessions to identify opportunities for improvement, areas for standardization, unique variances and potential differences in functionality</li> <li>▪ Completes knowledge sharing plan with Sierra-Cedar counterpart</li> <li>▪ Participates in Workday Delivery Assurance reviews</li> <li>▪ Performs functional lead responsibilities such as:               <ul style="list-style-type: none"> <li>- Communicates business requirements</li> <li>- Gathers reports and defines reporting requirements</li> <li>- Validates architecture and design</li> <li>- Identifies data to be migrated</li> <li>- Maps data</li> <li>- Cleanses data</li> <li>- Validates data migrations</li> <li>- Performs configuration</li> <li>- Tests business processes and configuration</li> <li>- Develops customer-specific training and documentation</li> </ul> </li> </ul> | <p><b>Estimated FTE:</b> 12 team members at 4.40 FTE</p> <p>HCM, Comp – 50%<br/>           Benefits, Absence – 35%<br/>           Payroll, TT – 75%<br/>           Recruiting – 35%<br/>           Financial Acct – 50%<br/>           Procurement – 25%<br/>           Suppliers – 25%<br/>           Assets – 25%<br/>           Projects, Grants – 25%<br/>           Expenses – 20%<br/>           Customers, Banking – 40%</p> |

| CLIENT ROLE  | RESPONSIBILITY   | RESOURCE ALLOCATION  |
|--|--|--|
| <p><b>Subject Matter Experts (SMEs)</b></p>              | <ul style="list-style-type: none"> <li>▪ Resources representing departments / areas of functional expertise</li> <li>▪ Communicate functional requirements</li> <li>▪ Provide functional knowledge and expertise on requirements</li> <li>▪ Participate in BPA workshops to understand Workday business processes</li> <li>▪ Gather reports</li> <li>▪ Completes Workday required training</li> <li>▪ Resources representing agencies / areas of functional expertise</li> <li>▪ Completes knowledge sharing plan with Sierra-Cedar counterpart</li> <li>▪ Performs subject matter expert responsibilities such as:                             <ul style="list-style-type: none"> <li>- Communicates functional requirements</li> <li>- Gathers required legacy system reports</li> <li>- Identifies data to be converted/provides artifacts (sample data, reports, policies, procedures, requirements) to assist in the design and documentation of current business processes</li> <li>- Cleanses data</li> <li>- Validates data migrations</li> <li>- Tests business processes and configuration (UAT)</li> <li>- Tests reports</li> <li>- Works with Sierra-Cedar to develop customer-specific training and documentation</li> <li>- Assists with end user training and Business Readiness/Change Management activities</li> <li>- Participates in prototype workshops to understand Workday configuration and interfaces/integrations</li> </ul> </li> </ul> | <p><b>Estimated FTE:</b> 6+ team members at 1.50 FTE</p> <p>HCM, Comp, Benefits – 25%<br/>                     Absence, Payroll, TT – 25%<br/>                     Recruit – 25%<br/>                     Fin Acct, Assets, Bank – 25%<br/>                     Proc, Suppliers, Exp – 25%<br/>                     Cust, Projects, Grants – 25%</p> |
| <p><b>Testing Lead</b></p>                               | <ul style="list-style-type: none"> <li>▪ Contributes to the Testing Strategy and Testing Plan (with support from Sierra-Cedar)</li> <li>▪ Coordinates all testing activities including the creation of test scenarios and executing testing to populate in collaboration with Sierra-Cedar</li> </ul>  | <p><b>Estimated FTE:</b> 1+ team members at 0.50 FTE</p>   |
| <p><b>Workday Application Security Administrator</b></p> | <ul style="list-style-type: none"> <li>▪ Completes Workday required training</li> <li>▪ Defines and updates security groups by working with the Sierra-Cedar functional consultants</li> <li>▪ Defines and maintains domains and business process security policies by working with the Sierra-Cedar functional consultants</li> <li>▪ Tests security group membership</li> <li>▪ Analyzes and audits security policies and procedures</li> <li>▪ Activates pending security policy changes</li> </ul>   | <p><b>Estimated FTE:</b> 1+ team members at 0.25 FTE</p>   |
| <p><b>Technical</b></p>                                  |  |  |

| CLIENT ROLE                                  | RESPONSIBILITY  | RESOURCE ALLOCATION   |
|--|---|---|
| <b>Integration Developers</b>                | <ul style="list-style-type: none"> <li>▪ Completes Workday required training</li> <li>▪ Responsible for providing technical knowledge and expertise related to CLIENT integration requirements</li> <li>▪ Completes requirements and design specification documentation for integrations for which CLIENT has responsibility (if applicable)</li> <li>▪ Develops integrations (if applicable) for which CLIENT has responsibility</li> <li>▪ Tests all integrations and reports</li> <li>▪ Validates that CLIENT environment can support all integrations</li> <li>▪ Completes knowledge sharing plan with Sierra-Cedar counterpart</li> <li>▪ Participates in Workday Delivery Assurance reviews</li> </ul>  | <b>Estimated FTE:</b> 1+ team members at 0.75 FTE   |
| <b>Data Migration Lead</b>                   | <ul style="list-style-type: none"> <li>▪ Completes Workday required training</li> <li>▪ Responsible for providing technical knowledge and expertise related to current systems used by CLIENT</li> <li>▪ Leads the data mapping activities from the legacy systems to Workday with support from CLIENT functional leads and SMEs</li> <li>▪ Builds the data migration programs from legacy systems</li> <li>▪ Leads data validation activities</li> </ul>   | <b>Estimated FTE:</b> 1+ team members at 0.50 FTE   |
| <b>Reporting</b>                             |   | Reporting   |
| <b>Reporting Developers</b>                  | <ul style="list-style-type: none"> <li>▪ Completes Workday required training</li> <li>▪ Develops reports for which CLIENT has responsibility</li> <li>▪ Tests all reports</li> </ul>  | <b>Estimated FTE:</b> 1+ team members at 0.30 FTE   |
| <b>Business Readiness/Change Management</b>  |   |   |
| <b>Organizational Change Management Team</b> | <ul style="list-style-type: none"> <li>▪ Facilitates and leads the Change Ambassador Network</li> <li>▪ Helps develop the Business Readiness/Change Management Strategy and Communications Plan</li> <li>▪ Facilitates communication events and manages the deployment of events</li> <li>▪ Assists with the impact analysis and the documentation of all job roles</li> <li>▪ Participates in the development and management of the End User Training Strategy</li> <li>▪ Compiles the needs assessment information</li> <li>▪ Develops the end-user training curriculum</li> <li>▪ Provides oversight to the training content development effort</li> <li>▪ Conducts end user education materials review</li> <li>▪ Monitors the logistical aspects of the rollout including the enrollment of students, the scheduling of classes, and the monitoring of attendance for end user education</li> <li>▪ Delivers the Train-the-Trainer program</li> <li>▪ Provides oversight to training delivery</li> </ul> | <b>Estimated FTE:</b> 1+ team members at 0.50 FTE and 3+ team members at 0.25 FTE as change ambassadors |

| CLIENT ROLE                          | RESPONSIBILITY  | RESOURCE ALLOCATION  |
|--------------------------------------|---|--|
| <b>Trainers / Content Developers</b> | <ul style="list-style-type: none"> <li>▪ Reviews the training curriculum for content design</li> <li>▪ Develops all educational content required for the training effort</li> <li>▪ Uses the Adoption Toolkit as the baseline for Procurement content</li> <li>▪ Participates in the population of the data into the training tenant if applicable</li> <li>▪ Assists with the review of training materials</li> <li>▪ Provides support to the training content developers during the development of the training materials and provide required exercise-related data points</li> <li>▪ Participates in the Train-the-Trainer program</li> <li>▪ Delivers end-user training classes</li> </ul> | <b>Estimated FTE:</b> 1+ team members at 0.40 FTE as lead and 3 - 4 team members at 0.25 FTE |

| SIERRA-CEDAR ROLE                  | RESPONSIBILITY   | RESOURCE ALLOCATION                             |
|------------------------------------|--|---|
| <b>LEADERSHIP &amp; MANAGEMENT</b> |  |   |
| <b>Executive Sponsor(s)</b>        | <ul style="list-style-type: none"> <li>▪ Responsible for being the point of contact representing Sierra-Cedar management team</li> <li>▪ Works with the Project Manager on escalated issues to mitigate impact on the project timeline</li> <li>▪ Participates in regularly scheduled Steering Committee meetings, which assess whether the project team is being held accountable for dates and commitments agreed to in the Project Work Plan</li> <li>▪ Maintains an ongoing relationship with CLIENT executive contacts</li> </ul> | <b>Estimated FTE:</b> 1 team member at 0.10 FTE |

| SIERRA-CEDAR ROLE             | RESPONSIBILITY  | RESOURCE ALLOCATION  |
|-------------------------------|---|--|
| <p><b>Project Manager</b></p> | <ul style="list-style-type: none"> <li>▪ Responsible for collaborating with the CLIENT Project Manager to manage the overall project to completion</li> <li>▪ Creates and Presents Business Process Alignment Presentation</li> <li>▪ Monitors compliance with Sierra-Cedar standards and Workday-defined project management procedures and templates via Sierra-Cedar project reviews, Workday Delivery Assurance reviews</li> <li>▪ Develops, manages, and maintains the project plan in collaboration with CLIENT Project Manager</li> <li>▪ Tracks and reports on project budget</li> <li>▪ Manages the project issues, risks, and key decision log</li> <li>▪ Sets priorities and evaluates milestones</li> <li>▪ Assigns responsibilities</li> <li>▪ Provides project health reports to CLIENT and Sierra-Cedar Sponsors and Workday at agreed-to intervals</li> <li>▪ Prepares regular Steering Committee meeting materials; documents and follows up on any resulting action items. Escalates established issues to the Steering Committee</li> <li>▪ Participates in internal review meetings, which help to validate that the project is meeting deadlines and mitigating risk.</li> <li>▪ Interacts with Workday Delivery Assurance, Product Strategy, and Development</li> <li>▪ Prepares for and participates in Sierra-Cedar project governance review</li> </ul> | <p><b>BPA Estimated FTE:</b><br/>1 team member at 0.40 FTE</p> <p><b>Deployment Estimated FTE:</b> 1 team member at 0.85 FTE total</p> |
| <p><b>FUNCTIONAL</b></p>      |   |  |

| SIERRA-CEDAR ROLE             | RESPONSIBILITY   | RESOURCE ALLOCATION   |
|-------------------------------|--|---|
| <b>Functional Consultants</b> | <ul style="list-style-type: none"> <li>▪ Facilitate Current Business Processes Day in the Life (DITLs) Workshops and Create Documentation</li> <li>▪ Conduct Workday Business Process Reviews (BPRs) of Current Key Business Processes</li> <li>▪ Create Actionable Plan from DITLs and WD BPRs</li> <li>▪ Responsible for leading workshops during the Architect Stage and validating business processes are designed from a cross-functional perspective</li> <li>▪ Provides a framework for explaining the impact of key design decisions</li> <li>▪ Articulates the impact of the Workday Roadmap to CLIENT stated requirements</li> <li>▪ Gathers functional and reporting requirements</li> <li>▪ Maps client data to Workday</li> <li>▪ Completes issue and/or blocker documentation as necessary</li> <li>▪ Documents functional requirements for integrations</li> <li>▪ Configures Workday according to CLIENT stated requirements</li> <li>▪ Supports testing, data migration, and integration development efforts</li> <li>▪ Escalates issues that may impact the go-live date to the Project Manager</li> <li>▪ Completes Prototype &amp; Configure, Test, and Deploy Stage knowledge sharing plan with CLIENT counterpart</li> <li>▪ Prepares for and participates in Workday Delivery Assurance reviews</li> <li>▪ Prepares for and participates in Sierra-Cedar project governance review</li> </ul> | <p><b>BPA Estimated FTE:</b><br/>6 - 8 team members at up to 2.5 FTEs</p> <p><b>Deployment Estimated FTE:</b> 8 team members at 5.0 FTE total</p> |
| <b>TECHNICAL</b>              |  |   |



| SIERRA-CEDAR ROLE  | RESPONSIBILITY   | RESOURCE ALLOCATION  |
|--|--|--|
| <p style="text-align: center;"><b>Integration Consultant</b></p>               | <ul style="list-style-type: none"> <li>▪ Create / Refine Initial Integrations Inventory and Diagram</li> <li>▪ Create / Refine Current Customizations Inventory</li> <li>▪ Responsible for the overall strategy and design of assigned Workday integrations</li> <li>▪ Plans, leads, and facilitates integration workshop during the Plan and Architect Stages</li> <li>▪ Works with the Sierra-Cedar functional consultants, CLIENT Development team, and Subject Matter Experts to gather and document integration requirements</li> <li>▪ Develops high-level integration strategy and design</li> <li>▪ Provides CLIENT Integration Tracker to manage the integrations and high-level milestones to the Project Manager for the Project Work Plan</li> <li>▪ Supports the design, configuration and testing of Workday integrations in scope for the deployment</li> <li>▪ Documents design decisions for integrations assigned to Sierra-Cedar</li> <li>▪ Provides guidance on integration design decisions and downstream impacts for integrations</li> <li>▪ Develops and unit tests Workday integrations assigned to Sierra-Cedar</li> <li>▪ Supports CLIENT with the development and testing of integrations assigned to CLIENT</li> <li>▪ Works with CLIENT team to resolve issues</li> <li>▪ Provides support of CLIENT technical staff and oversight during the Configure &amp; Prototype Stage to verify the design principles are followed</li> <li>▪ Communicates design standards to CLIENT developers to provide consistency across integrations</li> <li>▪ Completes Configure &amp; Prototype, Test, and Deploy Stage knowledge sharing plan with CLIENT counterpart</li> <li>▪ Prepares for and participates in Workday Delivery Assurance reviews</li> <li>▪ Prepares for and participates in Sierra-Cedar project governance review</li> </ul> | <p><b>BPA Estimated FTE:</b><br/>1 team member at 0.10 FTE</p> <p><b>Deployment Estimated FTE:</b> 1 team member at 0.35 FTE total</p> |
| <p style="text-align: center;"><b>Data Migration/ Reporting Consultant</b></p> | <ul style="list-style-type: none"> <li>▪ Present Data History Options</li> <li>▪ Provide Data Cleanup and Validation Leading Practices</li> <li>▪ Create / Refine Current Key Reports Inventory</li> <li>▪ Responsible for delivering data workshop sessions with CLIENT data lead, CLIENT functional leads, and Sierra-Cedar functional consultants before each build</li> <li>▪ Responsible for completing a lesson learned with CLIENT data lead, CLIENT functional leads, and Sierra-Cedar functional consultants after each build</li> <li>▪ Responsible for building EIBs or iLoads for data migration for each build</li> <li>▪ Responsible for loading customer data into Workday</li> <li>▪ Resolves data related issues during migrations with support from CLIENT data lead, CLIENT functional leads, and Sierra-Cedar functional consultants</li> <li>▪ Responsible for delivering report workshop</li> </ul>  | <p><b>BPA Estimated FTE:</b><br/>1 team member at 0.15 FTE</p> <p><b>Deployment Estimated FTE:</b> 1 team member at 0.55 FTE</p>       |

| SIERRA-CEDAR ROLE   | RESPONSIBILITY   | RESOURCE ALLOCATION  |
|---|--|--|
| <b>BUSINESS READINESS / CHANGE MANAGEMENT</b>   |  |  |
| <b>Business<br/>           Readiness /<br/>           Change<br/>           Management /<br/>           Training Lead</b> | <ul style="list-style-type: none"> <li>▪ Conduct Baseline Change Readiness Assessment</li> <li>▪ Determine Stakeholders and Create Engagement Plan</li> <li>▪ Create the Communication Matrix</li> <li>▪ Conduct the High-Level Impact Assessment</li> <li>▪ Creates the Training Strategy with input from CLIENT</li> <li>▪ Facilitates the execution of Knowledge Sharing Plan (in collaboration with the CLIENT project team members)</li> <li>▪ Assists with the facilitation of the Change Ambassador Team</li> <li>▪ Creates the Change Management Strategy with input from CLIENT</li> <li>▪ Creates the Communication Plan with input from CLIENT</li> <li>▪ Assists with the facilitation of the Sponsorship Roadmap</li> <li>▪ Conducts the Impact Assessment</li> <li>▪ Creates the Sustainability Plan with input from CLIENT</li> </ul> | <b>BPA Estimated FTE:</b><br>1 team member at<br>0.25 FTE<br><br><b>Deployment<br/>           Estimated FTE:</b> 1<br>team member at 0.25<br>FTE |

## APPENDIX I – SIERRA-CEDAR TRAVEL AND EXPENSE BILLING POLICY

### SIERRA-CEDAR TRAVEL AND EXPENSE BILLING POLICY

The following are Sierra-Cedar's policies for consultant travel and expenses:

#### Actual Costs:

All travel and living expenses (with the exception of per diem meal allowances) are billed at the actual costs incurred, with receipts for such costs retained by Sierra-Cedar in accord with IRS guidelines.

#### Airfare:

Client is responsible for the cost of round trip coach airfare. Consultants purchase airline tickets as early as possible consistent with Client schedules in order to obtain a reasonable fare. Discounted fares are normally non-refundable. Client assumes the cost of any penalties due to cancellations as a result of Client's changes in consultants' schedules. Sierra-Cedar assumes the cost for any penalties arising from Sierra-Cedar requested schedule changes.

On international travel with flight time greater than 7 hours, Client will be charged for a business class ticket unless other arrangements have been made in advance.

#### Lodging:

Consultants acquire lodging consistent with business travel rates for the area of Client's offices. Consultants use the lower of Sierra-Cedar's or Client's corporate rate at designated national brand hotels whenever possible.

#### Per Diem:

Meal expenses are calculated on a per diem basis using the allowed rate for a specific local or metropolitan area under the General Service Administration ("GSA) tables applicable to Federal employees traveling at government expense. GSA publishes Continental US (CONUS) per diem tables for each local or metropolitan area annually on October 1. The per diem rate includes all meals, meal tips, and incidental expenses. The per diem rate is prorated for partial days of travel away from home according to the GSA guidelines. Refer to the GSA website for per diem rates at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem), and the meal per diem breakdown at [www.gsa.gov/mie](http://www.gsa.gov/mie). Foreign Per Diem Rates can be found at [http://aoprals.state.gov/web920/per\\_diem.asp](http://aoprals.state.gov/web920/per_diem.asp).

Car Rental:

Car rental is for a four-door mid-sized car. Consultants attempt to share transportation whenever possible.

Taxis/Trains:

Client is billed for the cost of taxi, bus, shuttle, or train fare to Client's offices. Consultants attempt to use the most cost and time effective means for commuting to the Client's site.

Parking/Tolls:

Client is billed for the cost of parking and tolls associated with transportation to and from the Client's site, as well as airport parking and mileage to and from the airport.

Mileage:

Mileage is billed at the current published IRS mileage rate.