



ORANGE COUNTY

AUDITOR-CONTROLLER

STATEMENT OF WORK WITH

WORKFORCE SOFTWARE, LLC

FOR

TIME AND ATTENDANCE SYSTEM

CONTRACT # MA-003-20011379

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Time and Attendance System

This Contract Number **MA-003-20011379** for a web-based, vendor-hosted **Time and Attendance** system (hereinafter referred to as "Contract") is effective **on the date fully executed** by and between the **Orange County/Auditor-Controller**, a political subdivision of the State of California (hereinafter referred to as "County") and **WorkForce Software, LLC**, with a place of business at **38705 Seven Mile Road, Suite 300, Livonia, MI 48152** (hereinafter referred to as "Contractor"), which are sometimes referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, The University of Oklahoma issued RFP # R17088-17 and following a competitive bidding process entered into Contract (hereinafter referenced to as the "UO Contract") with Contractor for Time and Attendance and Absence Compliance Tracker, pursuant to which Contractor provided services for a web-based, vendor-hosted Time and Attendance System ("System"); and

WHEREAS, County and Contractor desire to enter into a Contract for a web-based, vendor-hosted **Time and Attendance** System, which is the subject of the UO Contract, as described in Attachment A, Statement of Work and accordingly amends and restates the UO Contract herein, except as modified by mutual consent of the Parties by means of this Contract; and

WHEREAS, the County's Board of Supervisors has authorized the Purchasing Agent or authorized Deputy to enter into this Contract to obtain a Time and Attendance System.

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both County and Contractor agree as follows:

ARTICLES

General Terms and Conditions

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. **Entire Contract:** This Contract, including its Attachments A and B, and Exhibits thereto, constitutes the entire contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings, other than those set forth herein or referred to herein. All previous proposals, offers, discussions, preliminary understandings, and other communications relative to this Contract, oral or written, are hereby superseded, except to the extent that they have been incorporated into this Contract. Further, any other provision or other unilateral terms which may be issued by Contractor before or during the term of this Contract, irrespective of whether any such provisions or terms may be affixed to or accompany the goods and services being purchased, are hereby superseded and are not valid or binding on County unless authorized by County in writing in an amendment to this Contract.

Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of software, are not valid or binding on County unless authorized by County in writing in an amendment to this Contract. All automated end-user agreements (including, but not limited to, click-throughs, shrinkwrap, browse wrap and other non-negotiated terms and conditions provided with any of the Services) and Documentation provided with any of the Services are specifically excluded and null and void. All terms and conditions in such agreements and Documentation do not constitute a part or amendment of this Contract and have no force and effect and are non-binding on County, its employees, agents, and other authorized users, even if access to or use of such Service or Documentation requires affirmative acceptance of such terms and conditions.

- C. **Amendments:** Except as expressly provided herein, no changes, modifications, or amendments to the terms and conditions of this Contract are valid or binding on County unless made in writing and signed by the Parties. No other act, document, usage, or custom shall be deemed to change, modify, or amend this Contract. Nor shall any oral understanding or agreement not incorporated herein be binding on either of the Parties; and no exceptions, alternatives, substitutes, or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractor shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. Intentionally Omitted
- F. Intentionally Omitted

G. Warranty/Limitation of Liability:

Contractor expressly warrants that it has the right to grant the rights specified herein and the SaaS Service will not contain any viruses or Trojan horses. THE WARRANTIES AND REMEDIES SET FORTH IN THE CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED. CONTRACTOR SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES TO THE SAAS SERVICE, DELIVERABLES AND SERVICES. IN PARTICULAR, BUT WITHOUT LIMITATION, CONTRACTOR SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR ANY OTHER WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. NO CONTRACTOR AGENT, CONTRACTOR OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION TO THIS WARRANTY, UNLESS IN A SIGNED WRITING EXECUTED BY A CONTRACTOR EMPLOYEE WITH ACTUAL AUTHORIZATION TO BIND CONTRACTOR. CONTRACTOR DOES NOT WARRANT THAT THE SAAS SERVICE, SERVICES OR DELIVERABLES OR ANY PORTION THEREOF WILL OPERATE UNINTERRUPTED, WILL BE ERROR FREE OR THAT CONTRACTOR WILL CORRECT ALL ERRORS.

In no event shall either Party be liable for any loss of profits, loss of use, loss of data, interruption of business or indirect, special, incidental or consequential damages of any kind in connection with or arising out of this Agreement, whether alleged as a breach of contract or tortious conduct. The limitation of liability specified in this paragraph applies regardless of the cause or circumstances giving rise to such losses or damages, including without limitation, whether the other party has been advised of the possibility of damages, the damages are foreseeable, or the alleged breach or default is a fundamental breach or breach of a fundamental term.

Contractor's liability hereunder for damages shall not, in any event, exceed the fees paid by County in the twelve (12) month period preceding which the claim arose. Such fees shall be limited to the particular Schedule to which the default relates. The limitations specified in this section shall not apply to a breach of any non-disclosure provisions, indemnification provisions or to any death, personal injury, or damage to tangible property caused solely by the negligence or willful misconduct of Contractor's staff while on-site at Customer's locations.

H. Patent/Copyright Materials/Proprietary Infringement: Contractor shall, at its expense, indemnify, defend and hold County harmless from and against any third party claim that the SaaS Service infringes a patent, copyright, trademark, trade secret or any other similar intellectual property right ("Intellectual Property Right(s)"); provided, however, that (a) County promptly notifies Contractor of any such claim, and (b) County and Contractor shall reasonably cooperate in selection of counsel to defend County, and (c) County gives Contractor such information and/or assistance in the defense thereof as Contractor may reasonably request. In no event shall County settle any such claim that shall obligate the

contractor to pay damages or encumber Contractors Intellectual Property Right(s) without the written consent of Contractor. If the SaaS Service is adjudged to infringe an Intellectual Property Right by a court of competent jurisdiction, Contractor shall, at its expense and election either: (i) procure the right for County to continue using the infringing items, (ii) replace the infringing items with a functionally equivalent non-infringing product, (iii) modify the infringing items so that they are non-infringing, or (iv) terminate the affected Schedule and refund the unexpired portion of any fees paid. In no event shall Contractor, its employees, agents and sub-contractors be liable to the County to the extent that the alleged infringement is based on: (a) a modification of the SaaS Services or Documentation by anyone other than Contractor, or (b) the County's use of the SaaS Services or Documentation in a manner contrary to the instructions given to the County by Contractor, or (c) the County's use of the SaaS Services or Documentation after notice of the alleged or actual infringement from Contractor or any appropriate authority. The provisions of this section constitute the entire liability of Contractor and sole remedy of County with respect to any claims or actions based in whole or in part upon infringement or violation of an Intellectual Property Right of any third party.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express prior written consent of County, not to be unreasonably withheld, delayed or conditioned. Contractor shall use reasonable efforts to provide County no less than sixty (60) calendar days' written notification of its intent to assign, sell, delegate or otherwise dispose of the rights and obligations of this Contract and County shall provide its consent or its reasoning for withholding such consent within thirty (30) calendar days of receiving such notice. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express prior written consent of County shall be void and invalid and shall constitute a material breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor must comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in this Contract, County has the right to immediately terminate this Contract without penalty for cause or after thirty (30) calendar days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation. The Parties

may mutually terminate this Contract by written agreement at any time. The rights, obligations, and conditions, that by their express terms or nature and context are intended to survive the termination or expiration of this Contract, survive any termination or expiration of this Contract.

- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance:** Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Provisions:** Prior to the provision of services under this Contract, Contractor must purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this Contract have been complied with. Contractor must keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract are covered under Contractor's insurance as an Additional Insured and maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIR in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1. In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2. Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and.
3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

Coverage

Commercial General Liability

Minimum Limits

\$1,000,000 per occurrence
\$2,000,000 aggregate

Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability*	\$1,000,000 per claims-made
Technology Errors & Omissions*	\$1,000,000 per claims-made \$1,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the **County of Orange, its elected and appointed officials, officers, agents and employees** as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.
2. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement naming the **County of Orange, its elected and appointed officials, officers, agents and employees** as Additional Insureds for its vicarious liability.
2. A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the **County of Orange, its elected and appointed officials, officers, agents and employees** or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) calendar days of any policy cancellation and ten (10) calendar days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims-Made" policy, Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed in Paragraph "19".

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, County may terminate this Contract in accordance with Paragraph "K".

County expressly retains the right to request that Contractor increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements which shall be mutually agreed upon. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) calendar days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and

requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **Change in Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract to the extent such delay is caused by any act of God, war, civil disorder, employment strike or other cause, beyond Contractor's reasonable control, provided Contractor gives written notice of the cause of the delay to County within two business days of the start of the delay and Contractor avails itself of any available remedies to end the delay and minimize the effects of such delay. In the event of such a delay, County may suspend its performance hereunder until such time as Contractor resumes performance. County may terminate this Contract by written notice to Contractor if the delay continues substantially uninterrupted for a period of five (5) business days or

more. Unless County terminates this Contract pursuant to the preceding sentence, any date specifically designated for Contractor's performance under this Contract will automatically be extended for a period up to the duration of the delay. No Force Majeure event excuses Contractor's other obligations under this Contract.

Notwithstanding the foregoing or any provision of this Contract, in no event will the following be considered a Force Majeure event: (a) shutdowns, disruptions, or malfunctions of the Contractor Systems or any of Contractor's telecommunication or internet services other than as a result of general and widespread internet or telecommunication failures that are not limited to the Contractor Systems; (b) the delay or failure of any Contractor personnel (including subcontractors) to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a Force Majeure event; (c) financial difficulties of Contractor or any parent, subsidiary, affiliated or associated company of Contractor; and (d) claims or court orders that restrict Contractor's ability to deliver the Deliverables contemplated by this Contract.

- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that the SaaS Service is capable of being configured in accordance with all relevant federal, state, and local standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to, those issued by County in its governmental capacity and all other laws applicable to the Services at the time the Services are provided to and accepted by County
- U. **Intentionally Left Blank**
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges

that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the parties and this Contract.

- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind resulting from bodily injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) no more than once per year of the Term access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection and shall bear the costs of conducting the audit or inspection.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to provide reasonable assistance in providing relevant information. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the Services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate this Contract without penalty. Termination under this paragraph is without prejudice to any obligations or liabilities of either Party already accrued prior to termination. In the event County terminates this Contract under this paragraph, County's obligation to pay Contractor any amounts due is limited by, and subject to, legally available funds.
- CC. **Expenditure Limit:** Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach seventy-five percent (75%) of the dollar limit on the Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions

1. **Definitions:**

- a. "Deliverables" means the tangible products or works of authorship and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished that are incidental to the provision of Services.
- b. "Documentation" means manuals and other published materials necessary or useful to the County in its use or maintenance of the products and Services provided hereunder and includes online materials, virtual help, and help desk where available.
- c. "Go-Live" means the milestone in Attachment A where Contractor provides County written notice that the Time and Accounting System is fully functional and ready to use by County.
- d. "Network" means the Internet, phone network, cell phone network, and other transmission methods by which the SaaS Service is delivered.
- e. "Production Environment" means an environment provided in the SaaS Service which County uses for live processing.
- f. "Party" or "Parties" shall mean Contractor or County individually or collectively.
- g. "Related Systems" shall mean County owned or operated computers, web-browsers, operating systems, firewalls, e-mail servers, LDAP servers, portals, Networks, third party software, internet connection, and any other hardware or software that connects to the SaaS Service or affects the SaaS Service if they are not configured or operating properly or are operating in such a manner as to cause an interruption or failure of the SaaS Service, whether or not provided by or configured by Contractor.
- h. "Services" means the services provided to the County by the Contractor as set forth in Attachment A, Statement of Work.
- i. "Service Credit" means an amount to be calculated in the manner set forth in the Service Level Agreement).
- j. "Service Level" means a service level metric applicable to the SaaS Service as set out in the Service Level Agreement.
- k. "Service Level Agreement" or "SLA" means the service levels specified in Attachment A -SOW, Appendix B of Exhibit A.
- l. "Software" means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including operating Software, and enabling software ("Software Products") that the County downloads to the County's systems to facilitate use of the Service.
- m. "Software as a Service," "SaaS Service" or "SaaS Services" means the provision of access to and use of Contractor's software as a service platform, together with the provision of updates and upgrades, and related services including maintenance and support, all in accordance with the Agreement and the applicable Schedule.

- n. "Schedule" means one or more written orders listing the services to be delivered to the Customer, which is signed by both Contractor and County, which references this Agreement.
 - o. "Support Services" shall mean the services specified in the Support Plan, including reasonable technical support via telephone, e-mail, and/or the web, to answer questions or provide assistance in the use of the SaaS Service.
2. **Scope of Work:** This Contract, including its attachments and exhibits, specifies the contractual terms and conditions by which Contractor shall provide County with the Services, as further detailed in the Attachment A, Statement of Work ("Statement of Work").
 3. **Term of Contract:** This Contract shall commence upon full execution by County and Contractor, and shall continue for three years, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 4 below.
 4. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
 5. **Compensation:** Contractor agrees to accept the specified compensation as set forth in Attachment B, Cost/Compensation, attached hereto, as full remuneration for performing all Services and furnishing all staffing and materials required under this Contract. County has no obligation to pay any sum in excess of the total Contract amount specified herein unless authorized by written amendment. Any terms and conditions in Contractor's invoice shall be deemed to be solely for the convenience of Contractor and no such term or condition shall be binding upon the Parties.
 6. **Precedence:** The Contract documents consist of this Contract and Attachments A and B. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then Attachments A (Scope of Work) and B (Cost/Compensation).
 7. **Reports/Meetings:** Contractor shall develop reports and any other relevant documents necessary to complete the Services and requirements as set forth in this Contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. Contractor shall provide such information that is requested by County for the purpose of monitoring progress under this Contract.

8. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be retained by Contractor for a period of three (3) years after final payment is received from the County. Upon County's request to conduct an audit or inspection pursuant to Paragraph AA, Contractor shall produce these records for audit or inspection at a mutually agreeable location in Orange County within thirty days of the County's request.
9. **Conflict of Interest – Contractor's Personnel:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor; Contractor's employees, agents, and subcontractors associated with accomplishing work and Services hereunder. Contractor's efforts shall include, but not be limited to, establishing precautions to prevent its employees, agents, and subcontractors from providing, or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.
10. **Ownership of Documents:** County is granted a perpetual, royalty free license to all directly connected and derivative materials produced under this Contract by Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder may be used by County as it may require without additional cost to County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by Contractor without the express written consent of County.
11. **Title to Data:** All materials, documents, data, reports, information, or other materials obtained from County data files or any County medium furnished by or on behalf of County to Contractor in the performance of this Contract and created, generated or modified by County or by Contractor through the provision of Services or the use of the Time and Accounting System, including all intellectual property rights in or pertaining to the same, ("County Data") shall be owned solely and exclusively by County and will at all times remain the property of County. County Data also includes user identification information and metadata, which may contain County Data or from which County Data may be ascertainable. Contractor acknowledges and agrees that, as between the Parties, County owns all right, title, and interest in, and all intellectual property rights in and to, all County Data.

County Data may not be used or copied for direct or indirect use by Contractor, except as required in connection with performance of Contractor's duties under this Contract or as specifically directed by County in writing. Contractor must keep and maintain County Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss, and Contractor may not otherwise use, disclose, modify, merge with other data, commercially exploit, make available or make

any other use of County Data or take, or refrain from taking, any other action that might, in any manner or form, adversely affect or jeopardize the integrity, security, or confidentiality of County Data, except as expressly permitted herein or as expressly directed by County in writing. All County Data, including copies, must be promptly returned or delivered to County upon expiration or termination of this Contract pursuant to Paragraph "18", Termination – Orderly. In addition, Contractor shall provide County upon request a copy of any County Data, reports and other documents or materials created by or obtained from County being stored by Contractor under this Contract.

In the event of disaster or catastrophic failure that results in significant County Data loss or extended loss of access to County Data or Services, Contractor shall notify County by fastest means available and in writing, within twenty-four (24) hours after Contractor reasonably believes there has been such a disaster or catastrophic failure. Contractor shall inform County of the scale and quantity of County Data loss, Contractor's intended actions to recover County Data from backups and mitigate any deleterious effect of County Data and Services loss, and corrective action Contractor will take to prevent future loss. Contractor shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with County. Contractor shall cooperate fully with County, its agents and law enforcement related to this failure.

12. **Compliance With County Information Technology Policies And Procedures**

Policies and Procedures

Contractor, its subcontractors, the Contractor personnel, and all other agents and representatives of Contractor, will at all times comply with and abide by all Information Technology (IT) policies and procedures of the County that are provided or made available to Contractor that reasonably pertain to Contractor (and of which Contractor has been provided with advance notice) in connection with Contractor's performance under this Contract. Contractor shall cooperate with the County in ensuring Contractor's compliance with the IT policies and procedures described in this Contract and as adopted by the County from time-to-time, and any material violations or disregard of such IT policies or procedures shall, in addition to all other available rights and remedies of the County, be cause for termination of this Contract. In addition to the foregoing, Contractor shall comply with the following:

Security and Policies

Contractor shall at all times use industry best practices and methods, or as required by law, with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County systems accessed in the performance of services in this Contract.

Information Access

The County may require all Contractor personnel performing services under this Contract to execute a confidentiality and non-disclosure Contract concerning access protection and data security in the form provided by County. The County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel to whom issued. Contractor shall provide each Contractor Person with only such level of access as is required for such individual to perform his or her assigned tasks and functions. All County systems, and all data and software contained therein, including County data, County hardware and County software, used or accessed by Contractor: (a) shall be used and accessed by such Contractor solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor, at any time.

Enhanced Security Procedures

The County may, if required by law, designate certain areas, facilities, or systems as requiring a higher level of security and access control. The County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth in reasonable detail the enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. Contractor shall fully comply with and abide by all such enhanced security and access measures and procedures as of such date.

Breach of Security

Any breach or violation by Contractor of any of the foregoing shall be deemed a material breach of a material obligation of Contractor under this Contract and may be deemed an incurable and material breach of a material obligation of Contractor under this Contract resulting in termination.

Conduct on County Premises

Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the County (or that may be established thereby, from time to time) that pertain to conduct on the County's premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to

property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the Term, it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party.

Security Audits

Each Contract Year, County may perform or have performed security reviews and testing based on an IT infrastructure review plan upon review and approval by Contractor which shall not be unreasonably withheld. Such testing shall ensure all pertinent County security standards.

13. **Security Breach Notification:** Contractor shall promptly and without unreasonable delay notify County upon learning of any actual or suspected misappropriation or unauthorized access to, or disclosure or use of, County Data collected, processed, hosted, or transmitted by Contractor in performance of this Contract (a "Data Breach"). Contractor shall promptly investigate each Data Breach that it becomes aware of or has reason to suspect may have occurred and, in the case of an actual Data Breach, shall reasonably cooperate with County in connection with any independent investigation that County may desire to conduct with respect to such Data Breach. Contractor shall reasonably cooperate with County in identifying any reasonable steps that should be implemented to limit, stop or otherwise remedy any actual or suspected Data Breach.

- 14 **Software License:** A Service may require the use of Software to facilitate use of the Service. Unless otherwise specified in the Statement of Work, Contractor grants to County, subject to the terms and conditions of this Contract, a royalty-free, non-exclusive license to use the Software and associated documentation set forth in this Contract plus any additional software added by mutual agreement of the Parties during the term of this Contract. The license is extended to any contractors, subcontractors, outsourcing vendors, consultants and others who have a need to use the Software for the benefit of County. County may use the Software only in connection with use of the Services and according to any licensing terms specified elsewhere in the Contract.

Acceptance of Software (including third party Software) will be governed by the terms and conditions of this Contract alone and not any separate license agreement or other similar agreement. All automated end-user license agreements (including, but not limited to, click-throughs, shrinkwrap, or browse wrap) and other non-negotiated terms and

conditions provided with the Software are specifically excluded and null and void. All such terms and conditions do not constitute a part or amendment of this Contract and are non-binding on County, its employees, agents, and other authorized users, even if access to or use of the Software requires affirmative acceptance of such terms and conditions. For any automated end-user license agreement that requires the end user to manifest his or her assent to terms and conditions by clicking an “agree” or other affirmative button on a dialog box or pop-up window as part of the installation process or use of the Software, clicking does not represent acknowledgement or agreement to any terms and conditions contained in those agreements. The sole purpose of the automated end-user license agreement is to operate as the mechanism for the installation of the Software.

15. **Data Location:** Except where Contractor obtains the County’s prior written approval, the physical location of Contractor’s data center where County Data is stored shall be within the Continental United States. Any time County Data is relocated within the United States, Contractor must securely dispose of such copies from the former data location and certify in writing to County that such County Data has been disposed of securely. Contractor must comply with all reasonable directions provided by County with respect to the disposal of County Data. Further, should it become necessary in the course of normal operations for Contractor to copy or move County Data to another storage destination on its online system and delete County Data found in the original location, Contractor must preserve and maintain the content and integrity of County Data. Further, Contractor must not transfer any County Data across a country border.
16. **Transition Period:**
 - a) For ninety (90) calendar days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Contractor shall assist County in extracting and/or transitioning all Data in the format mutually agreeable to the Parties (“Transition Period”).
 - b) The Transition Period may be modified in the Statement of Work or as agreed upon in writing by the Parties in a contract amendment.
 - c) During the Transition Period, Service and County Data access shall continue to be made available to County without alteration.
 - d) Contractor agrees to compensate County for damages or losses County incurs as a result of Contractor’s failure to comply with this paragraph.
 - e) Unless otherwise stated in the Statement of Work, Contractor shall permanently destroy or render inaccessible any portion of County Data in Contractor’s possession or control following the expiration of all obligations in this paragraph. Within thirty (30) calendar days, Contractor shall issue a written statement to County confirming the destruction or inaccessibility of the County’s Data.
 - f) County at its option, may purchase additional transition services as agreed upon in the Statement of Work.
17. **Discovery:** Contractor shall promptly notify County upon receipt of any requests which in any way might reasonably require access to County Data or County’s use of

Contractor's Services. Contractor shall notify County by the fastest means available and also in writing, with additional notification provided to the County Project Manager or designee, unless prohibited by law from providing such notification. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Contract without first notifying the County unless prohibited by law from providing such notification. Contractor must provide its intended responses to County with adequate time for County to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. If such protective order or other remedy is not obtained, Contractor must furnish only that portion of the County Data that is legally required to be furnished and must exercise commercially reasonable efforts to obtain assurance that confidentiality will be maintained for such County Data. Contractor shall not respond to legal requests directed at County unless authorized in writing to do so by County.

18. **Termination – Orderly:** Upon receipt of a termination notice from County, Contractor shall stop work under this Contract on the date and to the extent specified in the termination notice. Contractor shall complete performance of such part of the work as shall not have been terminated by the termination notice, if any. Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) calendar days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination County agrees to pay Contractor for all undisputed amounts due and payable hereunder, if any, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or expiration of this Contract, each Party shall provide reasonable assistance to the other Party in transferring all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party. Each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of performance of this Contract and Contractor shall return all County Data to County in the file format mutually agreeable by the Parties within thirty (30) calendar days.

In addition, Contractor at its own expense shall erase, destroy, and render unreadable all data in its entirety remaining in Contractor's (including any subcontractor's) possession, **but only after the County Data has been returned to County**. County Data must be rendered in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities. Certification in writing that these actions have been completed must be provided within thirty (30) calendar days of termination or expiration of this Contract or within seven (7) calendar days of a request of County, whichever shall come first. Encrypted backups must be erased within sixty (60) calendar days after termination or expiration of this contract. To the extent that any applicable law prevents Contractor from destroying or erasing County Data as set forth herein, Contractor shall retain, in its then current state, all such County Data then within its right

of control or possession in accordance with the confidentiality, security and other requirements of this Contract, and perform its obligations under this section as soon as such law no longer prevents it from doing so.

19. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor:

WorkForce Software LLC
38705 Seven Mile Road, Suite 300
Livonia, MI 48152
Attn: Legal Dept.
Phone: (877) 493-6723
Email: legal@workforcesoftware.com

For County:

Project Management

County of Orange Auditor Controller
1770 N. Broadway
Santa Ana, CA 92706
Attn: Laurence McCabe
Title: County Project Manager
Phone: (714) 796-0310
Email: Laurence.McCabe@ac.ocgov.com

Contracts

County of Orange Auditor Controller
1770 N. Broadway
Santa Ana, CA 92706
Attn: **Albert Zavala**
Title: Deputy Purchasing Agent

Phone: (714) 834-3504

Email: albert.zavala@ac.ocgov.com

20. **Conditions Affecting Work:** Contractor is responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract and the Contract expressly provides that County assumes the responsibility.
21. **Gratuities:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, County has the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by County in procuring on the open market any goods or Services which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of County provided in this paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
22. **Authorization/Warranty:** Contractor represents and warrants that the person executing this Contract on behalf of and for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.
23. **News/Information Release:** Contractor shall not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through the County's project manager.
24. **County Project Manager:** County shall appoint a project manager to act as liaison between County and Contractor during the term of this Contract. The County's project manager shall coordinate the activities of County staff assigned to work with Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within three (3) business days after written notice from the County's project manager.

The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. County is not required to provide any information, reason or rationale in the event it requires the removal of Contractor's Project Manager or key personnel from providing Services under this Contract.

25. **Contractor's Project Manager:** Contractor shall appoint a Project Manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County, not to be unreasonably withheld and may be changed by Contractor upon reasonable notice to County. Throughout the length of the implementation the Contractor will not remove (e.g. reassign) the Contractor's Project Manager to another account. In the event that the Contractor's Project Manager is promoted the Contractor will provide a minimum of a 90 day transition plan that will allow the new Contractor's Project Manager to transition into the project.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project timelines.

The County shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to County under this Contract pursuant to the following process:

1. The County's Project Manager shall notify Contractor in writing of such request and the basis for such request.
 2. The County's Auditor Controller's Director of Information Technology and Contractor's Director and VP of Services shall confer within ten (10) business days of the request.
 3. If the County does not withdraw the request, the Contractor shall accomplish the removal within twenty (20) days after the date of the County's Project Manager written request.
 4. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager, not to be unreasonably withheld
26. **Contractor Staff:** In addition to the rights set forth in paragraph 25 and 26 above, County and Contractor Project Manager, above; the County's Project Manager shall have the right to request the removal and replacement of any of Contractor's personnel from providing Services to the County under this Contract. The County's Project Manager shall notify the Contractor's Project Manager in writing of such action. The County will provide any reason, rationale or factual information in the event it elects to request the removal of any of Contractor's personnel from providing Services to the County under this Contract and will provide Contractor with the opportunity to remedy the situation prior to any such removal taking place. If no remedy can be provided within a reasonable period, the Parties shall mutually agree a plan as to timing of the removal/replacement of the specified personnel.

27. **Errors and Omissions:** All non-contractually binding reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to County. Contractor agrees that County review is discretionary and Contractor shall not assume that County will discover errors and/or omissions. If County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or other written documents will be returned to Contractor for correction. Should County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or other written documents shall not be used as a defense by Contractor in any action between County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
28. **Contractor Personnel – Uniform/Badges/Identification:**
Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract.
- All Contractor's employees shall be required to badges or other means of identification which are to be furnished by the contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven days of notification of award of Contract, of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven days prior to any changes in this procedure.
29. **Notice of Claims:** Contractor shall give County immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of work under this Contract and prompt notice of any claim made against Contractor by any subcontractor which may result in litigation related in any way to this Contract or which may affect the performance of work under this Contract.
30. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
31. **Disputes – Contract:** The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
- a. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this

- Contract, unless the County, on its own initiative, has already rendered such a final decision.
- b. The Contractor's written demand shall be fully supported by factual information.
 - c. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.
 - d. Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

SIGNATURES

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

Contractor*: WorkForce Software, LLC

<u>Robert Feller</u>	<u>Executive Vice President/CFO</u>
Print Name	Title
	<u>03.09.2020</u>
Signature	Date

<u>Christopher McCleary</u>	<u>Secretary</u>
Print Name	Title
	<u>03.09.2020</u>
Signature	Date

* Unless otherwise demonstrated that the person(s) executing this Contract on behalf of Contractor has the requisite authority to legally obligate and bind Contractor, if the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

COUNTY OF ORANGE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA:

_____	_____
Print Name	Title
_____	_____
Signature	Date
Approved by Board of Supervisors on:	Date _____

County of Orange, Office of the County Counsel

APPROVED AS TO FORM:

	Date <u>April 7, 2020</u>
Deputy County Counsel	

ATTACHMENT A
Statement of Work

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1. Introduction

County of Orange, California, herein referred to as “Customer” has selected WorkForce Software, LLC, herein referred to as “WorkForce”, to provide a Managed Services Support Plan (“MSSP”) for the Online Service under the terms of the Contract and this Exhibit for the MSSP Support Fees specified herein. The MSSP shall provide services in addition to the obligations of WorkForce under the terms of the WorkForce Time and Attendance Support Plan. A modification of the terms of this Exhibit shall not be considered a modification of the standard support obligations of WorkForce under the Contract.

Products Included

WorkForce provides a workforce management solution that supports multiple data collection options, configurable online workflow, flexible and powerful calculations, and robust integration capabilities.

WorkForce Suite consists of multiple product modules, of which the following are in scope for this SOW:

- **WorkForce Time (“T&A”)**: T&A is a component of WorkForce Time that is designed to automate and standardize the time collection and approval processes
- **WorkForce Advanced Scheduler (“AS”)**: AS helps customers to manage employee schedules by addressing staffing requirements, manage compliance and qualifications, company scheduling rules, union callout rules, and fatigue rules
- **WorkForce Absence Compliance Tracker (“ACT”)**: ACT helps customers to manage employee leave policies and practices from leave determination to case management

During the sales process, specific functionality may have been discussed, demonstrated, and reviewed with the Customer, not all of which is included in scope for this project. Only the features and functionality documented in this SOW are included in this project. Anything not explicitly described in this SOW is out of scope.

- **WorkForce Analytics**: WorkForce Analytics is a reporting tool that enables designated users to create custom views of the data that resides in the WorkForce Suite product suite
- **WorkForce Crew Management Application (“CREW”)**: CREW is an Android tablet application designed to be used by a crew leader/foreman to record the time and activity of a crew during a shift and to maintain crews via a web interface
- **WorkForce Forecasting and Scheduling (“F&S”)**: F&S helps customers to forecast variable demand, manage employee schedules by addressing staffing requirements, manage compliance and qualifications, company scheduling rules, union callout rules, and fatigue rules

A detailed description of the WorkForce standard product behavior, typical configuration, and functional limits is provided in the *WorkForce Time & Attendance Base Product Functional Description* document.

This document defines the extent of functionality available from a product perspective, while this SOW identifies the subset of that functionality that will be configured by WorkForce during this implementation.

2. Definitions

This section defines specific terms used within this document and when capitalized shall have the meaning as defined below.

- a) "Configuration" shall mean any changes made to the application using the Policy Editor, interface scripts and report files residing within the Policy Editor, changes to Analytics and queries used to manage items within the configuration.
- b) "Full-time Equivalent" ("FTE") shall mean a unit that indicates the combined workload of dedicated resources. An FTE of 1.0 is equivalent to a full-time worker (estimated as 40 hours per week for 52 weeks per Plan Year) excluding designated holidays. Holidays include the observed holiday days of New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve.
- c) "Incremental Services" means Services requested by Customer Sponsor in writing, not covered under the MSSP. Customer Sponsor and WorkForce are jointly responsible for ensuring that requests are within the spend authorization of the contract and its amendments. Such services are provided under the Contract.
- d) "Managed Services Support" ("MSS") means services offered by WorkForce which provides for services defined by the Scope section of this document, and within the skillsets of FTE capacity assigned.
- e) "MSSP" means a service plan offered by WorkForce for MSS, as detailed in the Scope section below.
- f) "MSSP Support Fees" shall mean the fees for an MSSP.
- g) "MSSP Support Period" shall mean the period of time that Customer is covered under an MSSP.
- h) "Resource Capacity" shall mean the staffing level at which WorkForce provides Configuration Management Services Support to Customer. Contracted Resource Capacity is set forth in Levels of Service section. The Resource Capacity set forth in Section 3 (MSSP Service Descriptions) below shall not be exceeded except as set forth in Section 3.1, a and b, below (Service Conditions).

3. Levels of Service

MSSP Service Descriptions

Service	Description
Configuration Support & Expertise	Support of Customer requirements and configuration as defined in the Configuration Support and Expertise Activities Scope (Section 4.2)
Configuration Management & Consulting	Modification or enhancement of Online Service configuration as defined in Configuration Management Activities Scope (Section 4.3)
Availability	Access to the Managed Service team Monday through Friday, excluding holidays (“Business Days”) between 9:00 am and 6:00 pm Eastern Time (“Business Hours”)
Resource Capacity	Configuration Management Service Support is subject to a total capacity constraint (“Resource Capacity”) of 3.16 FTE
Response Time	Response time is within 24 Business Hours for tickets submitted through the approved process
Time to Complete	<p>Configuration Management: Draft requirements document and delivery plan typically provided within four Business Days if the total effort is estimated to be eighty hours or less. For more complex requests, WorkForce will provide an estimated delivery date within four days.</p> <p>Timeline for request to be developed and deployed will be mutually agreed upon by the MSS team and Customer.</p>
Authorized MSS Contacts	Up to two (2) Customer individuals authorized to request and approve work performed under the MSSP.
Request Management	Requests will be submitted using the WorkForce support system, currently Salesforce Service Cloud.

3.1. Service Conditions

- a) Should the Configuration Management Services effort (actual plus planned) exceed Resource Capacity, 1) delivery timelines shall be extended to bring the effort to within Resource Capacity, 2) work in excess of the Resource Capacity must be requested by Customer Sponsor in writing and be within the contractual authority spending limits of the contract and its amendments to be considered Incremental Services, , or 3) the MSSP shall be amended to adjust Resource Capacity with fees commensurate to such adjustment.
- b) MSS resources can be allocated to separately contracted projects at the discretion of Customer up to the total Resource Capacity.
- c) To avoid a disruption in the MSS, Customer must pay the MSSP Support Fees in accordance with the Fees and Schedule section below.
- d) MSSP Support Fees are non-refundable and the MSSP may not be altered without an amendment to this Exhibit. Notwithstanding anything contained within the Contract to the contrary, this Applications Managed Services Agreement may only be terminated due to a material breach by either party which, after written notice, is not cured within thirty (30) days.
- e) All requests made of the MSSP Team will be delivered using the Request Management Process defined in this document in Section 8. All completed requests provided by WorkForce to Customer will be tested by Customer for completeness and acceptance as defined by the Acceptance Management Process defined in Section 7.

4. Scope

This section details the complete scope of services to be provided by WorkForce resources under the MSSP. Work requested by Customer and performed by WorkForce resources that meets this Scope definition is considered work performed under this Exhibit. Any work requested by Customer that is outside of the Scope can only be performed under the terms of this Exhibit through a corresponding Change Order.

4.1. Out of Scope

The following activities are specifically excluded from the scope of this MSSP; this list is provided for clarity and is not all-inclusive of out-of-scope activities:

- Any Individual request for Configuration Management Services that requires effort exceeding 1 month of the Resource Capacity outside of the items listed in Appendix C
- Implementation of additional WorkForce product modules outside of the items listed in Appendix C

- Specialized skills that are not listed in Section 7: WorkForce Roles & Responsibilities (e.g. Senior Project Managers, Database Administrators, Network Administrators, Performance Tuning Experts.) outside of the items listed in Appendix C
- Support outside of Business Hours, except for work at mutually agreed times

4.2. Configuration Support and Expertise Scope

Upon request by Customer, WorkForce resources will perform the following subject matter expertise:

- Core team of Workforce staff who will be familiar with Customer's configuration to answer questions and provide recommendations
- Up to twice weekly 1:1 structured reviews of any planned or current configuration changes. This includes reviewing and offering feedback on the proposed system design and on the actual configuration once it is completed.
- Best practice recommendations for managing system environments and how configuration changes should be managed and promoted through each of the environments
- Best practice recommendations for project planning, requirements gathering, testing and deployment for any future or current projects.

4.3. Configuration Management and Consulting Activities Scope

Upon request by Customer, WorkForce resources will perform the following:

Consulting

- Provide consulting by dedicated resource(s) related to WorkForce and industry best practices and trends related to configuration changes, strategic initiatives, and new releases.
- Summarize and reporting findings and analysis to enable well-informed decision making.
- Provide design services with support of HR and Product experts to review options and discuss pros and cons of making these changes. Consultation with the WorkForce Software Director of Compliance shall not constitute legal advice or the provision of legal services.
- Coordinate releases of client specific configuration, ad hoc changes, and post-upgrade enhancements based upon customer's desired cadence schedule.
- Make recommendations on process changes that will enable efficient and intended use of the application.

- Provide guidance on environmental management and design as requested.

Business Analysis

- Facilitate the implementation workforce management best practices and standards.
- Partner with customer teams during configuration and testing in order to create a specialized deployment plan.
- Identify application or process changes that will improve efficiencies.
- Identify modifications needed in existing configuration to meeting changing customer requirements.
- Analyze gaps or conflicting requirements and provide guidance or solutions on how rules work together.
- Serve as a subject matter expert to provide system recommendations or troubleshooting guidance.
- Provide insight on Human Resources and compliance related interpretations and best practices.
- Create detailed work plans to identify and sequence activities needed to successfully complete requested work.
- Support client testing phase with responsiveness and detailed follow through on issues and changes in a professional and timely manner.
- Define high-level data requirements based upon requests for changes.
- Develop requirements and design documentation for approval and acceptance, offering alternative solutions when applicable.
- Document standards and best practices for Design, Configuration and Testing. Documents will be stored/provided on a SharePoint location provided by Customer.

Configuration Management

- Complete configuration changes in the customer's development environment.
- Ensure configuration best practices are being utilized.
- Document and manage configuration migrations through the environment life-cycle (Test, Production).

Program Management

- Coordinate WorkForce resources across multiple work streams.
- Manage team specializing in complex configuration and support.
- Manage team effectiveness driving change as needed to provide continuous service improvement.

- Encourage open communication between team members to identify opportunities to deliver a more effective service.
- Achieve consistent customer satisfaction rating and ensure timely responses to feedback on areas of improvement.
- Ensure quality, timely and budgeted completion of deliverables.

Product Expertise

- Configuration of the WorkForce product suite, including WorkForce Time and Attendance, Advanced Scheduler, Absence Compliance Tracker, Analytics, Fatigue Management, Forecasting and Scheduling, and Data Collection Terminals to support new customer requirements.
- Identify opportunities to reduce the number of interfaces, promote reusable objects, and enable application scalability and high performance, as practical.
- Performing configuration and scheduling tuning to improve the efficiency and reliability of program and minimize ongoing maintenance requirements.

MSS Administration

- Quarterly performance review/recommendations.
- Creation of supplemental documentation regarding the system processes, configuration and security.
- Monitoring, tracking, and reporting status.
- Securing necessary approval of all changes based upon the Request Management Process.
- Compiling and proactively managing issues lists.

5. Start-up Activities

The first 30 business days of the MSSP will consist of on-boarding activities so both the customer and WorkForce teams have the appropriate processes and documentation in place to be successful. The start-up activities will consist, but not limited to, the following:

- Introduction of team members, roles and responsibilities
- Setup Project Documentation Repository
- Review Work Request Process and Tools
- Setup Communication and Governance plan (e.g. meeting cadence, status updates)
- Provide access to any applicable systems needed to support the MSSP
- WorkForce team knowledge sharing with the managed services team

Business Analyst & configuration activities will not start until after the start-up activities are completed.

6. Services Locations and Environments

WorkForce resources will perform onsite if requested by Customer for mutually agreeable dates and work approved in writing by Customer's sponsor.

The services performed under this Exhibit will be performed on the systems identified in the Contract provided by and hosted by WorkForce.

7. Roles and Responsibilities

7.1. Customer Roles and Responsibilities

Customer is solely responsible to ensure Customer Systems and data in Customer systems that provide information to WorkForce Time and Attendance or receive information from WorkForce Time and Attendance operate properly. The support provisions of this Exhibit do not apply to Related Systems or problems in the Online Service caused by Related Systems, regardless of who provided, installed, or distributed such. Should WorkForce identify that the root cause of a problem is caused by problems in Related System it shall notify Customer. Customer is required to provide support to the WorkForce team in order for WorkForce to meet our obligations under this Exhibit. The following resources/roles are required to be provided by Customer.

Role(s)	Responsibilities
Sponsor	This individual will champion MSS for Customer and will have the ability and authority to deploy Customer resources (directly or indirectly) as necessary to fulfill Customer obligations necessary for successful completion of MSS. The Sponsor serves as the point of escalation to address any issues, risks, approvals (financial as well as directional), and other related items that may occur throughout the delivery of MSS and is expected to provide guidance and support to the WorkForce and Customer teams.
Application Manager	This person has overall responsibility for service delivery for Customer and carries out the day-to-day assignment of duties to Customer staff as necessary. The Application Manager has the responsibility and authority to make decisions, resolve issues, and engage staff as required. The Application Manager keeps both WorkForce Software and Customer Sponsors aware of the decisions, commitments, and status of the service in a timely and efficient manner.

Role(s)	Responsibilities
Functional Analysts and Subject Matter Experts	Share knowledge of current and required policies and procedures; engages in any requirement gathering activities and performs in-depth reviews of all interim and final deliverables; provides the expertise necessary to create the necessary test plans, and conducts testing, validation, and acceptance of any changes to the Online Service. This role is also responsible for test plan creation, development, execution and delivery to WorkForce Software, and coordination and completion of testing activities.

Role(s)	Responsibilities
IT Systems Experts	These individuals are responsible for addressing any issues related to Customer owned and operated IT systems that impact the Online Service. These individuals are responsible for data, configuration, and system administration activities of these systems. They administer and monitor WorkForce Time and Attendance on behalf of Customer and work directly with the WorkForce team. They are conversant not only with the business practices and policies, but with the technologies required to support the application.
Technical Staff	Infrastructure Specialists - These individuals are the primary resources representing Customer's systems infrastructure. They serve as an interface point to other information systems that may be impacted. They provide support in the form of hardware and/or software installation and configuration, database administration, data preparation, communications and network support. These resources provide direction on network infrastructure and time clock installation. Additional resources may be required to analyze, develop, test, and support Customer interfaces to the Online Service.
Training and Change Management Staff	Creates and delivers end user training, creates internal marketing collateral, and works to achieve "buy-in" for the project among end users.

7.2. WorkForce Roles and Responsibilities

WorkForce shall support the Online Service under the terms of the WorkForce Time and Attendance Support Plan. However, any changes required to the configuration are maintained and supported through the terms of this Exhibit. If a configuration performed under the MSSP does not work properly in future product releases, this will be a support issue and will be resolved through the support and escalation process as described in the Software and any applicable DCT Support Plan.

WorkForce will provide resources to support the following roles at various points.

Role(s)	Responsibilities
Managed Services Manager	Responsible and accountable for the execution of the work performed under the MSSP. Primary contact for all MSS activities. Coordinates and manages the activities of the WorkForce MSS Team and measures, tracks, and evaluates progress against plans.
Functional Consultant	Works closely with the team to analyze and document requirements, demonstrate and clarify system functionality, provide WorkForce expertise, and recommend best practices and business process improvements.
Technical Consultant	Designs, configures and unit tests the application in accordance with the documented requirements and provides configuration support.
Quality Assurance Tester	The Quality Assurance tester executes test cases against the software configuration prior to delivery.
Integration Architect/Engineer	Defines and develops system interfaces to support integration with external systems, provides technical assistance necessary throughout the assignments.
Data Collection Engineer	Configures and test the WorkForce Data Collection Terminal in accordance with the documented requirements.
Reports Developer	Develops and tests customized reports and extends the analytics universe in accordance with the documented requirements
Training Consultant	Develops standard training materials based on requirements.

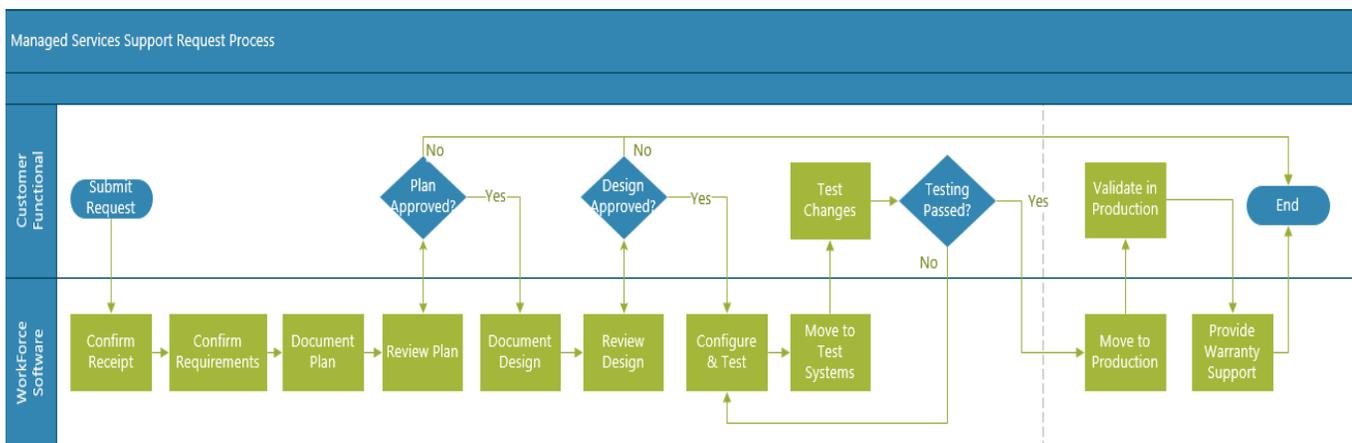
8. Acceptance Management

This section defines the formal Acceptance process that will be followed throughout the service. Acceptance of a work request by Customer indicates that WorkForce has provided the service according to the accepted requirements and design documented by written approval of Customer Authorized MSS contact.

Acceptance of services under this Exhibit are the responsibility of Customer's Authorized MSS Contact.

Completed services will be communicated by WorkForce in monthly Status Reports. If Customer reasonably determines that a service is incomplete, or otherwise materially unacceptable, Customer will document all deficiencies and communicate them to WorkForce within thirty calendar days of receipt of the weekly Status Report. WorkForce will address all the deficiencies documented, or mutually agree with Customer to alternative actions.

9. Configuration Management & Consulting Request Management Process



1. Customer Work Requests are submitted via Salesforce ticket (or email to the ticketing system) routed to the MSS team for review, confirmation, estimating and planning.
2. WorkForce confirms receipt of Work Request based upon the timeline in Section 3, Levels of Service.
3. Requirements are confirmed by WorkForce with the Customer Authorized MSS Contact.
4. The draft requirements, plan and estimates are documented and reviewed with the Customer.
5. The plan is provided for acceptance and prioritization to the Authorized MSS Contact.
6. If approved, the configuration changes are scheduled to be worked based on the current capacity of the team and Customer prioritization.
7. Once active, the approved work request is designed and reviewed internally by subject matter experts.

8. The design is then reviewed with the MSS team and submitted for acceptance to the Authorized MSS Contact.
9. Once the design is accepted by the Authorized MSS Contact, configuration begins based upon the approved plan. Configuration changes are tested by WorkForce to confirm functionality as expected.
10. WorkForce packages the configuration and migrates to the testing environments.
11. Acceptance testing is performed by Customer to confirm configuration against requirements and Authorized MSS Contact provides feedback to the MSS team. The creation and execution of all test plans and required test scripts is the responsibility of Customer but can be provided through the MSS WorkForce team upon request.
12. If configuration is accepted, the production migration is scheduled in coordination with the Authorized MSS Contact.
13. If issues are identified, the MSS team will work with Customer to remediate.
14. Once configuration is promoted to production, the Authorized MSS Contact provides confirmation and acceptance.
15. Work effort is closed out.

Appendix A:

Delivery

This Appendix describes the change and authorizes WorkForce Software, LLC (“WorkForce”) to perform the services described herein.

Reason for Change

This reason for the change:

- County of Orange, California has requested to pull forward additional hours from year 2 of the Application Managed Services contract into year 1 in order to meet the needs of fulfilling the project timeline to Go-Live.
- The current contract represents using approximately 4.04 FTE/year, which equates to approximately 155.48 hours per week for a total of 8085 hours per year. The total contract for 2 years equals 16170 hours.
- In order to meet the delivery deadline for Implementation we will be pulling ahead hours 2521 hours to meet the project deadline.

- This pull ahead equates to a balance of 260 hours, resulting in approximately .26 FTE for the remaining 6 months or 10 hours per week. This remaining balance will be used for Post Go-Live Coaching/Mentoring for the County.

Plan

	Weeks	FTE	Weekly Hours	Annualized Hours
Year 1 (Implementation)	1 - 52	~5.30	~204	10606
Year 2 (Implementation)	53 - 79	~5.30	204	5304
Year 2 (Post Go-Live Coaching/Mentoring)	80 - 104	.26	10	260
Total				16170

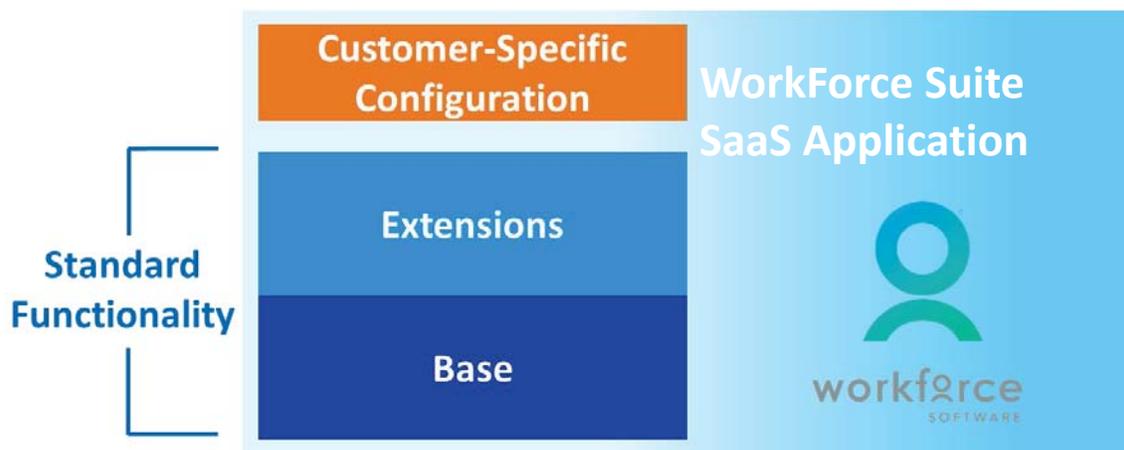
Appendix B:

1.1 Implementation Methodology, Schedule and Governance

This project will be implemented for an estimated 31 groups of 18,000 employees within Orange County, California in the United States. Customer specific requirements will be defined for all groups in a unified, enterprise approach. Once all requirements are defined, the solution design is developed, and the system is configured and tested.

Project Approach

The WorkForce Suite contains standard functionality and supports customer-specific configuration to provide a complete business solution.



Base

The WorkForce Suite comes pre-loaded with many common workforce management-related business processes, calculations, and rules for complying with national and local regulations to serve as the foundation for the solution. WorkForce will assist Customer in completing the WorkForce Software Base Setup Questionnaire to define settings for behavior in the application's base functionality within available parameters.

Extensions

The WorkForce Suite's base functionality can be expanded upon by enabling extensions. Extensions are pre-built functional components that address specific business processes or calculations. Customer selects the desired extensions with WorkForce's assistance based on Customer's knowledge of their business.

Customer-Specific Configuration

When standard and extension functionality cannot be adopted or is incompatible with Customer's business, Customer may opt for the creation of customer-specific configuration. Customer-specific configuration is used to create any supported functionality in the Solution, other than that which is included in the base or extensions.

WorkForce strongly encourages the adoption of the WorkForce Suite's standard functionality where possible. This standard functionality represents WorkForce's best practices and is the most economical option for implementation and support of the Solution.

1.2 Implementation Methodology

WorkForce utilizes a common and consistent methodology for implementation projects. Refer to the *WorkForce Software Implementation Methodology* document, which may be amended by WorkForce from time to time, for additional information.

1.3 Project Management

Status Reporting

Customer and the WorkForce Project Manager's will be responsible for managing their respective resources, activities, deliverables, milestones, and communications in accordance with the SOW and the project plan. Recurring project status meetings will be held to review issues, risks, and overall status of the project. The WorkForce Project Manager will document and distribute a recurring project status report to specified individuals. Key topics include:

- WorkForce and Customer activities, responsibilities, milestones, and deliverables
- Project issues and identified risks
- Financial state of the project
- Escalation of any critical items requiring support from the Customer Project Sponsor and WorkForce Project Director

Project Governance

Project Governance is performed by WorkForce and Customer to ensure the project is executed in accordance with the defined plan, utilizing standard processes and procedures. Governance also provides a framework for effective project decision making to ensure proper visibility and control of project issues and risks as they are identified. Further development of this process and the required roles and responsibilities from each team will be defined as part of the project management activity during the Plan Phase of the project.

Deliverable Acceptance

This section defines the formal Deliverable Acceptance process that will be followed throughout the project. Acceptance of a deliverable by Customer indicates that WorkForce has provided the deliverable per the agreed-upon acceptance criteria.

1. Items related to the completion of a deliverable will be documented and submitted to Customer for feedback.
2. Items consist of: verification of draft information, feedback, document updates, document redlines, replies, information or anything else needed by the requestor to complete the deliverable.
3. Once presented with the request for verification of the work in process, Customer will respond within five business days (unless otherwise agreed to by the parties) to provide WorkForce the requested feedback or anything else needed by WorkForce to progress without impacting the schedule.
4. If Customer delays the response required pursuant to this Section, and such delay causes a material impact to the project schedule, Customer acknowledges that additional time and fees may be added via the Project Change Management Process.
5. Once submitted for approval, Customer approver will provide written notice to the WorkForce Project Manager of acceptance or rejection of the deliverable within ten (10) business days.
6. If the deliverable is accepted, Customer approver shall provide a signed copy of the Deliverable Acceptance Form or email approval to the WorkForce Project Manager. The deliverable is then considered complete. If new changes are requested to the deliverable, modifications will be handled through the Project Change Management Process.
7. If the deliverable is rejected, Customer approver must provide written explanation as to the reason(s) for the rejection identifying all defects to be addressed. Such explanation shall contain sufficient detail to allow WorkForce to address such defects. Once the defects have been addressed, the Deliverable will be resubmitted for acceptance.
8. If Customer approver does not provide written acceptance or rejection of the Deliverable with reasons for rejection documented in writing, or provide a written request for additional time to review the deliverable prior to the end of the tenth (10) business day, the deliverable shall be deemed accepted. If more than three business days is requested for review, both parties must agree on the amount of additional time to be granted to Customer for their review. During such additional time granted to Customer, if any, WorkForce will move forward with the project to maintain the established project schedule as if the deliverable were accepted unless communicated otherwise by Customer approver. If the project cannot move ahead, the

WorkForce Project Team will suspend work on the project, which may result in additional costs being incurred due to project schedule impacts. Delays for approvals of deliverables may result in a change to the project, which would be handled through the Project Change Management Process.

9. WorkForce and Customer are responsible for identifying the individuals with the authorization to approve deliverables.

Project Change Management

This section defines the formal Project Change Management Process that will be followed throughout the project. This process governs the method by which changes to project scope, timing, and cost are approved and made a part of this SOW during the project. WorkForce will not perform additional work not expressly defined in this SOW unless the MSSP process is followed or an approved Project Change Order (“PCO”) governing the change has been approved by both parties.

During the entire project, as changes are identified, the WorkForce and the Customer project managers will work together to identify the gap and potential options, including impacts to functionality, process, schedule, or cost. Upon identification of a project change, a PCO will be developed detailing the justification for the change and the impact of the change to the project including the required revisions to the scope, schedule, and cost. The WorkForce Project Manager will submit the PCO for review and approval by the Customer Approver.

1. Once submitted, the Customer Approver will approve or reject such PCO within ten business days.
2. If the PCO is accepted, the Customer Approver will provide a signed copy of the PCO to the WorkForce Project Manager. The PCO is then considered accepted and the project scope and schedule are modified accordingly.
3. If the PCO is not accepted or rejected within ten business days and the Customer Approver does not request additional time to review the PCO, the WorkForce Project Team will proceed with the project as if the PCO has been rejected. Rejection of a PCO does not relieve Customer of any fees due. If the project cannot proceed without a decision, the PCO will be tracked and managed as a project issue.
4. If a delay in approving the PCO is outside of the control of WorkForce and the delay results in additional costs to the project, the WorkForce Project Manager will notify the Customer Approver and add the additional costs to the pending PCO.

1.4 Roles and Responsibilities

WorkForce Project Team

The following table depicts the roles required by WorkForce to execute the scope of work defined in this SOW.

Role(s)	Responsibilities
Director, Services	Works jointly with the project managers and Customer's executive leadership to provide strategic oversight and direction for the project; provides guidance on key Project Team concerns, and maintains tight controls over the project; serves as an escalation point for project concerns.
Project Manager	Responsible and accountable for the execution of the project plan and communication of status information. Primary WorkForce contact for all project activities; prepares and maintains a detailed project plan that identifies and assigns tasks, major milestones and dates for the Project Team, along with indications of the critical path and task dependencies. The Project Manager measures, tracks, and evaluates progress against both the project plan and Customer's budget, as well as coordinates and manages the activities of the WorkForce Project Team.
Functional Consultant	Works closely with the Project Team to analyze and document requirements, demonstrates and clarifies system functionality, provides software product expertise, and recommends best practices and business process improvements. The Functional Consultant tests the software configuration prior to delivery to Customer.
Technical Consultant	Configures the Solution; defines and develops system interfaces to support integration of the Solution with external systems; provides technical assistance necessary throughout the implementation. Configures the WorkForce data collection terminals and reporting services in accordance with the documented requirements.

Customer Project Team

The following table depicts the roles required by Customer to execute the scope of work defined in this SOW. Some resources may only be required for portions of the project, whereas others may require involvement earlier in the project. There may also be additional resource requirements or roles not listed that are identified during the project. The time commitment listed is per individual and may vary during the duration of the project.

Role(s)	Responsibilities	Time Commitment
Project Sponsors	Accountable for the overall project; authority to deploy resources as necessary to ensure project success; may act as the Customer Approver; serve as an escalation point for project-wide issues, and ensure business readiness for the final product. Most importantly, the Sponsors maintain visible commitment in terms of time and communication activities for the implementation, and provide guidance and support to the Project Team as necessary.	1-2 hours a week for duration of project
Project Manager	Responsible for project delivery, and carries out the day-to-day assignment of duties to Customer staff. Authority to make decisions, resolve issues, and engage staff as required. Act as the Customer Approver if designated by the Customer Sponsor. Keeps both WorkForce and Customer Sponsors aware of the decisions, commitments, and status of the project in a timely and efficient manner.	32-40 hours a week for duration of project
Functional Analysts and Subject Matter Experts	Share knowledge of current, required policies and procedures during requirements definition and performs in-depth reviews of all interim and final deliverables; provides the expertise necessary to create the Test Cases, and conducts testing of the Solution.	16-24 hours a week for duration of project
Test Lead	Responsible for Test Plan creation, development, coordination and completion of testing activities.	16-24 hours a week from Confirm to Deploy
Application Administrator	"Super-user" of the application, responsible for data, configuration, and system administration activities. Administers and monitors the Solution, and performs activities required during the Deployment phase. Conversant not only with the business practices and policies, but with the technologies required to support the application.	<8 hours a week from Confirm to Deploy

Role(s)	Responsibilities	Time Commitment
Technical Staff	Represents Customer's systems infrastructure. Serves as an interface point to other information systems impacted by the project. Provides support in the form of hardware and/or software installation and configuration, database administration, data preparation, communications and network support. Provides direction on network infrastructure logistics for site surveys and timeclock installation. Analyzes, develops, tests, and supports interfaces as specified in the BRD.	8-12 hours a week for duration of project
Training Staff	Responsible for scheduling training sessions and coordinating resources, customizing and distributing training materials, and delivers training to Customer resources.	16-20 hours a week from start of Build
Organizational Change Management Staff	Responsible for implementing a structured organizational change management methodology, strategy, and plan, to ensure high user adoption of the system.	16-20 hours a week from start of Build
On-going Self-Administration Support Staff	Individuals responsible for post-go live system administration and support of the solution. Reference SaaS agreement for information related to training, processes and support related information.	<8 hours a week from Validate to Deploy, along with resources/time post go live

1.5 Resource Plan

WorkForce will assign resources to perform the services in this SOW per the tasks and timelines represented in the project schedule. The amount of work to perform the services on the project vary by role and vary on the project timeline. Over the duration of the project, WorkForce resources are considered non-dedicated, part-time project resources. Any requests for resources beyond the allocations and timeline for this project will be managed through the Project Change Management Process. For clarity, resources are not dedicated to a single customer and are subject to availability.

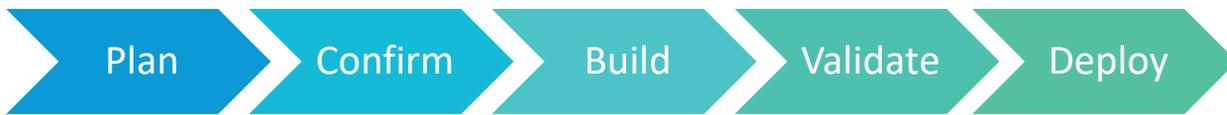
Customer will assign resources to support the services in this SOW per the tasks and timelines represented in the project schedule.

The table below represents an initial estimate of the customer related activity level for this project.

Phase	Engagement
Plan	100%
Confirm	75%
Build	50%
Validate	100%
Deploy	50%

1.6 Timeline and Milestones

The following chart depicts the five phases of the WorkForce implementation methodology.

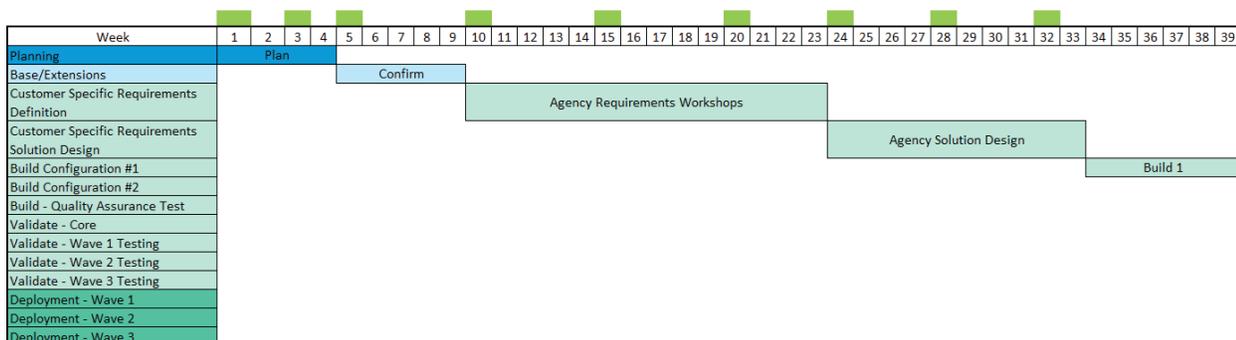


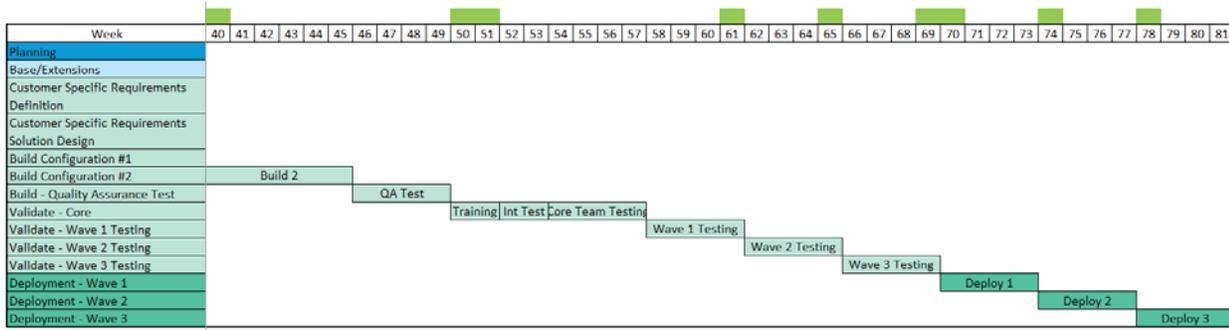
The estimated project Phases, Milestones and Deliverables are defined below. Any deviation from the defined scope or timeline will result in a Project Change Order (PCO) utilizing the WorkForce Project Change Management Process.

Within each phase, there are a series of deliverables that require contribution, completion and/or signoff by the Customer. It is imperative that the deliverables of each phase be completed prior to the initialization of the next phase. Any delays in completion of deliverables will result in a schedule delay, which will require a corresponding PCO be completed, prior to initialization of the next phase.

1.7 Project Phases, Milestones and Deliverables

The following depicts the summary level information of the project Phases, Milestones and Deliverables. Green sections over the header indicates travel weeks.





Phase	Milestone	Duration (after prior milestone)	WorkForce Deliverables	Customer Deliverables
Contract Award	M00	0	<ul style="list-style-type: none"> • Contract Signature 	<ul style="list-style-type: none"> • Contract Signature
Sales to Delivery Handoff	M01	+4-6 weeks	<ul style="list-style-type: none"> • Project Start 	<ul style="list-style-type: none"> • Project Start • SaaS Configuration Questionnaire
Plan	M02	+ 4 weeks	<ul style="list-style-type: none"> • Project Baseline Plan • Project Communication Plan • Project Staffing Plan • Project Kick-off Presentation • Standard Base Product Usage document • Standard WorkForce Interface and Data File Specifications • Base enablement of The WorkForce Suite • Training Course - Introduction to WorkForce Time Core Functionality • Functional description documents for the selected extensions 	<ul style="list-style-type: none"> • Sign-off on WorkForce Base Product • Badge Samples

Base/Extensions Confirm	M03	+ 5 Weeks	<u>Standard Functionality</u> <ul style="list-style-type: none"> • List of enabled extensions with corresponding parameter selections (“Extension Options”) • Sample Data for extracts out of WorkForce 	<u>Standard Functionality</u> <ul style="list-style-type: none"> • Customer Extension Test Plan • Customer Interface and Data Conversion Plan based on the Standard WorkForce Interface and Data File Specifications • Sample data for imports and conversions into WorkForce for any standard interfaces • Customer sign-off on base enablement and extensions
Agency Requirements Workshops	M04	+ 14 Weeks	<u>Customer-specific functionality</u> <ul style="list-style-type: none"> • MOU Analysis • Interface Confirmation • Agency Workshops • Change Management Approach • Employee Group Definitions • Advanced Scheduling Organization Structure 	<ul style="list-style-type: none"> • Customer sign-off to enter solution design phase.

Agency Solution Design	M05	+ 10 Weeks	<u>Customer-specific functionality</u> <ul style="list-style-type: none"> • Solution Design Document 	<u>Customer-specific functionality</u> <ul style="list-style-type: none"> • Business Requirements Document • Customer sign-off on Solution Design Document • Customer Test Plan based on customer specific functionality • Customer Interface and Data Conversion Plan based on customer specific functionality • Sample Data for imports and conversions into WorkForce based on customer specific functionality
Build Phase 1	M06	+ 6 weeks	Review of In Progress Work: <ul style="list-style-type: none"> • To be defined build goals agreed upon by the teams. • Sample Data Files for customer specific extracts out of the WorkForce 	Review of in Progress Work: <ul style="list-style-type: none"> • Customer Test Plan with traceability matrix and test cases • Sample Data Files for all interfaces and conversion into WorkForce Time • Deployment Plan
Build Phase 2	M07	+ 6 weeks	<ul style="list-style-type: none"> • Delivered Solution (includes deployed extensions and all transactions, calculations, workflow, interfaces, and reports associated with customer-specific functionality) • Actual Data Files for customer specific extracts out of the WorkForce 	<ul style="list-style-type: none"> • Customer Test Plan with traceability matrix and test cases • Actual Data Files for all interfaces and conversion into WorkForce Time • Deployment Plan • Customer Interfaces and Data Conversions (as specified in the SDD)
QA Test	M08	+ 4 weeks	<ul style="list-style-type: none"> • QA Testing of configuration 	<ul style="list-style-type: none"> • QA Testing of configuration

Testing Training	M09	+ 2 weeks	<ul style="list-style-type: none"> Delivered Testing Kickoff and Testing Preparations Training 	<ul style="list-style-type: none"> Participation in training
Integration Test	M10	+ 2 weeks	<ul style="list-style-type: none"> Testing of all system integrations 	<ul style="list-style-type: none"> Testing of all system integrations
Core Team Testing	M11	+ 4 weeks	<ul style="list-style-type: none"> Core project team testing. This testing ensures system readiness for Agency SME testing. 	<ul style="list-style-type: none"> Core project team testing. This testing ensures system readiness for Agency SME testing.
Wave 1 Testing	M12	+ 4 weeks	<ul style="list-style-type: none"> Assistance with testing and resolution of test issues for all scenarios for deployment wave 1 (employee groups identified in design phase) 	<ul style="list-style-type: none"> Testing of all scenarios for deployment wave 1 (employee groups identified in design phase) Customer Training Plan Customer Production Support Plan Test Case Execution Results
Wave 2 Testing	M13	+ 4 weeks	<ul style="list-style-type: none"> Assistance with testing and resolution of test issues for all scenarios for deployment wave 2 (employee groups identified in design phase) 	<ul style="list-style-type: none"> Testing of all scenarios for deployment wave 2 (employee groups identified in design phase) Customer Training Plan Customer Production Support Plan Test Case Execution Results
Wave 3 Testing	M14	+ 4 weeks	<ul style="list-style-type: none"> Assistance with testing and resolution of test issues for all scenarios for deployment wave 3 (employee groups identified in design phase) 	<ul style="list-style-type: none"> Testing of all scenarios for deployment wave 3 (employee groups identified in design phase) Migrate to Production Approval
Deploy 1	M15 – M17	+ 4 weeks	<ul style="list-style-type: none"> Launch of the first deployment 	<ul style="list-style-type: none"> Launch of the first deployment
Deploy 2	M16	+ 4 weeks	<ul style="list-style-type: none"> Launch of the second deployment 	<ul style="list-style-type: none"> Launch of the second deployment
Deploy 3	M17	+ 4 weeks	<ul style="list-style-type: none"> Launch of the third deployment 	<ul style="list-style-type: none"> Launch of the third deployment

Hypercare, Stabilization	M18		<ul style="list-style-type: none"> • Project Closeout Report/ 	<ul style="list-style-type: none"> • Transition to Managed Services Ongoing Support Approval
County Configuration Support and Enablement	All		<ul style="list-style-type: none"> • Education and enablement plan • Coach and mentor up to 4 County Staff 	<ul style="list-style-type: none"> • Complete designated courses
Monitor and Control	All	Weekly	<ul style="list-style-type: none"> • Status reports and meetings 	<ul style="list-style-type: none"> • Status updates, participation in meetings, review of reports, resolution of risks/issues
Monitor and Control	All	Monthly	<ul style="list-style-type: none"> • Status reports and meetings 	<ul style="list-style-type: none"> • Status updates, participation in meetings, review of reports, resolution of risks/issues

Note: All milestone timing is in relation to completion of the prior milestone.

Additional Conditions

The following conditions were used in developing the project scope identified in this SOW. Any deviation may cause a change in project scope, project plan, and costs, which will be managed through the Project Change Management Process.

1. WorkForce deliverables are based on WorkForce's templates and documentation standards.
2. WorkForce personnel will use WorkForce laptops, tools, and e-mail addresses to perform work and communicate with Customer.
3. Customer will deploy adequate staff to perform and complete their assigned activities within the timeframes specified in the project plan, including, but not limited to, requirements definition, review and approval of project documents, testing, and end-user training.
4. Customer is responsible for any additional WorkForce effort due to delays, unavailability of Customer systems, data issues, resource issues, or any other project issues that increase WorkForce effort required.
5. Customer will provide timely access to Customer project staff and existing County IT during the engagement. Customer and WorkForce will make every reasonable effort to respond to all inquiries within one business day.
6. All communication with WorkForce consultants will be conducted in English. Documentation produced by WorkForce or to be reviewed by WorkForce will be in English.

Appendix C:

Configuration Scope – Time and Attendance

The functionality provided by The WorkForce Suite is broken into functional areas. Each functional area addresses an area of business functionality. WorkForce will provide the WorkForce Functional

Description document which describes all standard features and functionality available in the WorkForce Base Product and Extensions.

 Establish Data		 Collect Data onto Timesheet Manage Data on Timesheet		 Apply Business Rules Calculate Results		 Evaluate and Process Data Send to Payroll		
Employee Management	Schedule Management	Worked Time Collection	Calculations	Timesheet Submit and Approve	End of Period Processing	Payroll Export		
		Activity Tracking	Compliance					
		Absence Management	Holidays					
		Recorded Time Management	Banking Overtime					
User Management								
EmpCenter General Features								

Functional Areas in WorkForce Time

Customer will use the Base Product functionality to meet business requirements except where extensions or customer-specific configuration is explicitly included in scope. The sections below define the WorkForce parameters included in the scope of this SOW. Any features or functionality or configuration of the Solution not explicitly described below is out of scope. Throughout the Configuration Scope, each functional item is noted as:

Base	B
Extension	E
Customer Specific	C

A.1 Employee Management

In WorkForce, employees with common requirements are grouped into policy profiles, which define functionality and calculations that apply to a group of employees, including types of leave banks, pay calculations, time reporting frequency, week definition, and timesheet layout. Each employee group that has different rules must have its own policy profile. A common practice is to create separate policy profiles for salaried and hourly employees since they may have different time reporting and payroll handling. Examples of factors that can determine the policy profiles that Customer may need include union contracts, FLSA status, pay classifications, and jurisdiction or geographical region.

The following table identifies the policy profiles/employee groups that are in scope for this project.

	Employee Group	Description	Timesheet Period	Pay Frequency
Base Product Profiles	1 Exempt (Exception)	Biweekly Exempt Staff	Weekly, starting at Friday 12:01am	Biweekly
	1 Non Exempt employees not in MOU	Biweekly Non Exempt Staff	Weekly, starting at Friday 12:01am	Biweekly
	1 Temporary Staff not in an MOU	Biweekly Non Exempt temporary staff	Weekly, starting at Friday 12:01am	Biweekly
	1 Other Hourly Staff not in an MOU	Biweekly Non Exempt hourly staff	Weekly, starting at Friday 12:01am	Biweekly
	1 Administrative Hourly Staff not in an MOU	Biweekly Non Exempt hourly administrative staff	Weekly, starting at Friday 12:01am	Biweekly

25 Additional employee groups based on the likely breakout of employees by agency, MOU, a combination of both as well as other criteria such as pay and leave policies. All are Biweekly non exempt employees with a timesheet period weekly, starting at Friday 12:01am and a biweekly pay frequency. These employee groups will be established during discovery workshops and configured using best practices and features available in the software to support these groups and their rules. The following lists the agencies and MOUs that were considered when estimating the number of employee groups and scope items in this SOW.

Agencies	
<ul style="list-style-type: none"> ● Assessor ● Auditor-Controller ● Board of Supervisors -BOS 1st District-BOS 2nd District -BOS 3rd District -BOS 4th District -BOS 5th District ● Child Support Services 	<ul style="list-style-type: none"> ● OC Public Works -034 Watersheds -040 Utilities -071 Building & Safety General Fund -115 OC Road -137 Parking Facilities -296 Fleet Services -400 OC Flood ● OC Waste & Recycling

<ul style="list-style-type: none"> • Clerk of The Board of Supervisors • Clerk-Recorder • County Counsel County Executive Office -035 CEO Real Estate -037 OCIT Shared Services -051 Office of Independent Review -054 Human Resources -056 Employee Benefits -289 OCIT Countywide Services -293 Worker’s compensation ISF -294 Property & Casualty Risk ISF • District Attorney - Public Administrator • Health Care Agency - 030 OC Public Guardian • John Wayne Airport • OC Community Resources -15F OC Housing Authority -15G OC Housing & Community Services -106 County Tidelands- Newport Bay -108 OC Dana Point Harbor -120 Public Library (OCPL) -405 OC Parks CSA26 • OC Dana Point Harbor 	<ul style="list-style-type: none"> • Office of Independent Review • Office of The Performance Audit Director • Probation Department • Public Defender • Registrar of Voters - 297 Reprographics ISF • Sheriff-Coroner -032 Emergency Management Division -047 Sheriff Court Operation -055 Sheriff-Coroner Communications -109 Co Automated Fingerprint ID -143 Jail Commissary -144 Inmate Welfare Fund • Social Services Agency • Treasurer-Tax Collector • OC Campaign Finance and Ethics Co • Internal Audit • Employee Retirement • Law Library • OC Children and Families Commission • Cemetery District • Local Agency Formation Commission (LAFCO)
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Memorandums of Understanding
<ul style="list-style-type: none"> • Memorandum of Understanding 2019 - 2023 County of Orange and The Orange County Managers Association for The Administrative Management Unit • Memorandum of Understanding 2015 - 2019 County of Orange and The Orange County Attorneys Association for The Attorney Unit • Memorandum of Understanding –2019-2023 County of Orange and The Orange County Employees Association for The Community Services Unit • Memorandum of Understanding 2019-2023 County of Orange and The Orange County Employees Association for The County General Unit • Memorandum of Understanding 2019-2023 County of Orange and The International Union of Operating Engineers, Local 501, Afl-Cio for the Craft and Plant Engineer Unit • Memorandum of Understanding Eligibility Worker Unit 2019-2023 County of Orange and American Federation of State, County and Municipal Employees Council 36, Local 2076, AFL-CIO • Memorandum of Understanding County Healthcare Professional Unit 2019-2023 County of Orange and The Orange County Employees Association

- Memorandum of Understanding Law Enforcement Management Unit 2019-2023 County of Orange and Association of County Law Enforcement Managers
- Memorandum of Understanding Office Services Unit 2019-2023 County of Orange and The Orange County Employees Association
- Memorandum of Understanding 2019-2023 County of Orange and Teamsters Local 952 For the Operations and Service Maintenance Unit
- Memorandum of Understanding Peace Officer Unit and Supervising Peace Officer Unit 2019-2023 County of Orange and Association of Orange County Deputy Sheriffs
- Memorandum of Understanding 2017 - 2021 County of Orange and Association of Orange County Deputy Sheriffs for The Public Safety General Unit and Public Safety Supervisory Unit
- Memorandum of Understanding 2019-2023 County of Orange and The Orange County Employees Association for The Sheriff’s Special Officer Unit
- Memorandum of Understanding 2019-2023 County of Orange and The Orange County Employees Association for The Supervisory Management Unit \
- Memorandum of Understanding 2019-2022 Orange County Cemetery District and Services Employees International Union, Local 721 for the Groundskeeping Unit
- Memorandum of Understanding 2017-2020 Orange County Public Law Library and the Orange County Employees Association for the Orange County Public Law Library Unit
- PSR (Personnel Salary Resolution)

Out of Scope:

Multiple Assignments	C	0	<p>This item provides functionality for implementing the capability for an employee to have multiple timesheets for different approving managers. The timesheets can be in the same biweekly time period.</p> <p>Out of scope.</p>
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A.2 System Interfaces

The solution will be integrated with multiple Customer and/or Customer’s third party business systems, as identified in the following table.

For interface that originate from a Customer or third-party system, the data flow will follow WorkForce’s standard base product specifications. Customer is responsible for designing and developing the extract, including any required data scrubbing, filtering, or transformation necessary to provide WorkForce with clean data files as per the standard base product specifications.

For interfaces that originate from WorkForce Time, WorkForce will use specifications of the target business system and Customer shall be responsible for enabling the system to receive and process such

data. Transfers are initiated by Customer unless otherwise specified in the table below. Customer is responsible for any data transformation or mapping required. Customer is responsible for any required modifications to systems necessary to support the standard base product interfaces.

System Interfaces	From System	To System	In Scope? Frequency / Transfer Mechanism	
Base Product Interfaces	Standard HR Import	CGI	WorkForce Time	Daily sFTP push of CSV file
	Standard Pay Rates import	CGI	WorkForce Time	Daily sFTP push of CSV file
	Standard Accrual Balance Import	CGI	WorkForce Time	Daily sFTP push of CSV file
	Standard Activity Tracking Codes	CGI	WorkForce Time	Daily sFTP push of CSV file
	Standard Payroll Export	WorkForce Time	CGI	Biweekly sFTP push of CSV file when extract is triggered by WorkForce Suite user
	Time Entry Import	Third party data collection system	WorkForce Time	Not in Scope
	Schedule Template Import	Third party scheduling system	WorkForce Time	Not in scope
	Schedule Time Data Import	Third party scheduling system	WorkForce Time	Not in Scope
Extensions	Payroll Export	WorkForce Time	CGI	Biweekly - this template includes additional fields to be added to the Standard Payroll Export.

	System Interfaces	From System	To System	In Scope? Frequency / Transfer Mechanism
Customer	Activity Based Costing Data Import 1	Public Works Work Order Import Systems: LMS and Mainstar.	WorkForce Time	30 minute scheduled call to a Webservice to retrieve data
	Activity Based Costing Data Import 2	Sheriff Communication Work Order Import System name TBD	WorkForce Time	30 minute scheduled call to a Webservice to retrieve data
	Activity Based Costing Data Import 3	Sheriff Crime Lab Timekeeping Import Home grown system.	WorkForce Time	30 minute scheduled call to a Webservice to retrieve data
	Time Card Export Interface	WorkForce	OnBase	Biweekly Export of individual timecards for to OnBase document archiving system. WorkForce to Review Options Available

A.3 Worked Time Collection

A.3.1 Web-Based User Interfaces/Screen Layouts

The Solution allows defined users to enter, view and edit data in the system.

Feature	Type	Count	Description
Online Timesheet	B		The timesheet layout is defined by the combination of the employee group and the applicable functionality

Group Time Entry	B	1	Number of layouts for users to perform additions or corrections to multiple employee timesheets simultaneously
Calendar	B	1	Standard employee and manager (group) calendar functionality
Time Off Request	B	1	Standard Time Off Request functionality Bereavement Leave Jury Duty Leave Witness Leave
Pay Codes	B		Standard pay codes including those in extension functionality
	C	300	Additional Pay Codes for reporting or classifying specific types of work time
Approval Layouts	C	1	One approval layout for employee time in addition to the base product.
Additional Timesheet layouts, Group Schedule entry layouts, or Group Time Entry Layouts	C	6	Three additional layouts to be used for approval, group schedule, or group time entry as needed. The base product also contains one layout of each of these.
Daily timesheet view	C	1	Daily timesheet view layout (most will be weekly)
Custom Time Off Requests	C	13	<p>A custom time off request is a time off request processes the vary. Some are consistent across the county while others are unique to MOU.</p> <ol style="list-style-type: none"> 1. Leave for MOU business 2. AU - Attorney leave 3. MOUs – Time off for selection procedure 4. All MOUs – Presidential leave 5. All MOUs - Leave for attendance at professional conf 6. All MOUs Official Leave 7. All MOUs Department/Agency Leave 8. Catastrophic Leave (all agencies/MOUs) <p>5 Additional custom time off request for variations or additional leaves.</p>

A.3.2 Data Collection

The Solution will be configured to support the following data collections.

Feature	Type	Count	Description
WebClock	B	0	Out of scope
Timeclocks	B	0	Out of scope
Mobile	B	1	One employee timesheet layout and one time approver layout. Includes the ability to request time off via mobile. Mobile clock is out of scope.
Auto-Populate Timesheet, elapsed time entry, in/out time entry	C	3	Up to 3 configurations for the following: <ul style="list-style-type: none"> Populate the timesheet with hours from the schedule or an employee's standard hours Entry of elapsed worked hours by Non-Exempt employees Entry of In/Out worked hours by Exempt employees – this will be elapsed. Entry of In/Out worked hours by Non Exempt employees – needed for some groups.
Mobile Layouts	C	1	Configuration work to modify mobile layouts for time entry and approval or time off request entry and approval.
In/Out (Rounding & Gracing) Rules	C	2	Up to 2 configurations of rounding and gracing rules in addition to what is included with the standard base product. Rounding or gracing exists for 5 minutes increments for some agencies.

A.4 Activity Tracking

Activity Based Costing (ABC) allows time to be categorized for purposes such as cost accounting, work order tracking, and project/task allocation. Customer will supply the lists of values and relationships, which will be imported into the Solution.

Activity Based Costing fields may be utilized for Web-Based User Interfaces/Screen Layouts, Time Collection Methods, and System Interfaces, as detailed elsewhere in this document.

Feature	Type	Count	Description
Activity Based Costing Fields, Dependencies and Validation	B	1	Standard Activity Based Costing field Job Number
	E	1	ABC 003-006: Add an additional ABC field with dependency on employee data or another ABC field Units Budget Units
	C	2	ABC fields with data validation and one level of dependency between them Department Object
	C	4	ABC fields with data validation only 4 additional fields to be identified.
ABC Data Uploads	C	6	ABC Uploads to populate table data

A.5 Absence Management

The Solution can be used to track and manage absences using pay codes. Employees can choose to report time off on their timesheets (if access to timesheets is granted) and can request time off through a submission and approval process.

Feature	Type	Count	Description
Time off Tracking	B	2	Standard leave tracking with accrual rules based on length of service
	E	3	ABC 007: Additional banks with accruals based on length of service Vacation Sick Leave Annual Leave Please note that each of these banks allow for one set of accrual bands for entitlements. There are many variations of entitlements, accrual bands, usage rules, and payout rules associated with these banks across the MOUs. These variations are part of the Bank Calculation Rules scope.

<p>Time Off Banks</p>	<p>C</p>	<p>16</p>	<p>Time off banks are banks needed to track an employee’s time off for any purpose other than federal/state regulated leaves (FMLA) or personal/sensitive reasons requiring HR case management. Time off banks may also be for tracking of permitted usage such as limits on using sick time for personal business. Another example of a bank is tracking annual leave payout or vacation payout usage.</p> <ul style="list-style-type: none"> • Personal business. Various limits for time off requests for personal business. • Bereavement Leave. Various usage rules. • Agency/Departmental Leave. Most are 15 calendar days maximum unpaid leave. • Absences Caused by Illness, Injury, or Pregnancy. • Leave for MOU manager Business. Varying allowances. • Presidential MOU Paid Leave. Varying minimums. • Annual Leave Payout Bank. Varying rules. • Attorney Leave With Pay Bank • Professional Conferences Leave. Varying rules for some MOUs. • Vacation Payout. Various rules and limits. • Catastrophic Leave. Variations of tracking across MOUs. <p>Allowance for up to 5 additional time off banks for tracking purposes that may be needed to track and validate time off requests.</p>
<p>Bank Calculation Rules</p>	<p>C</p>	<p>83</p>	<p>These rules are used for the banks defined above for varying accrual amounts, accrual caps, new hire rules, extra entitlements, payout limits, and other variations in leave policies where leave policies vary for things such as annual leave, sick leave, and vacation leave. For leaves where the rules are the same such as Jury Duty and Witness leave, no</p>

			<p>additional calculation rules are estimated here.</p> <p>Examples of Bank Calculations rules:</p> <ul style="list-style-type: none"> • A vacation, sick, or annual leave accrual schedule that varies from MOU to MOU (each one is a rule) • A bank accrual cap that varies from MOU to MOU (one rule for each) • An extra accrual for a specific job type such as Attorneys earns and extra .0193 per worked hour (one rule for each) • A minimum charge amount (example sick time) of nearest quarter hour • Annual leave payout rules • Limits on uses of sick leave such as personal business (one rule for each limit enforcement) • Prorated accruals for new hires.
Attendance Tracking	E	1	<p>Per discovery meetings, the county would like to implement attendance point tracking with the details to be defined during discovery.</p> <p>ABS 003: Standard set of attendance tracking rules based on points tracking.</p> <ul style="list-style-type: none"> • System will be able to be configured to be able to use “Rolling Year” functionality for Family Leave type events.
Attendance Plans	C	2	<p>Per discovery meetings, the county would like to implement attendance point tracking with the details to be defined during discovery.</p> <p>Up to two attendance point tracking plans.</p>
Attendance Points	C	8	<p>Per discovery meetings, the county would like to implement attendance point tracking with the details to be defined during discovery.</p> <p>Up to 8 attendance points tracking rules.</p>

Attendance Thresholds	C	10	Per discovery meetings, the county would like to implement attendance point tracking with the details to be defined during discovery. Up to 10 different attendance points accumulation thresholds to track.
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A.6 Timesheet Data Validation

Once data of all types are collected onto the timesheet, automated messages can evaluate the data to alert users to potential data errors or other relevant data conditions.

Feature	Type	Count	Description
On-Screen Messages	B	~50	Standard On-Screen Messages. There are approximately 50 such messages included with the standard base product.
	C	25	On screen messages are used to validate employees schedules, time, and alert managers of situations that could result in MOU rule violations. At this time, this area of scope has not been explored in detail and the MOUs don't specifically call out validations.
Email Notifications	C	5	Email notifications based on On-Screen Messages. This is also a starting figure and warrants further discussion.

A.7 Calculations

Pay rules are used to categorize hours (e.g. straight time vs. overtime) and calculate additional elements of pay.

Feature	Type	Count	Description
9/80 Work Week	E	1	CAL-008. 9/80 work week with overtime averaging.
Call In	E	4	CAL 011-012: Call In Minimum Rules (ex: User-indicated call in, Call In Minimum -- outside schedule) It is expected that these extensions will fit the call in rules for some MOUs. Other call in rules have been counted as non-regulated premiums.
Overtime	E	10	CAL 013-020: Overtime rules (ex: Work on nth consecutive worked day, Worked more

			<p>than X hours on a workday, Worked more than X hours in a workweek).</p> <p>It is expected that these extensions will fit the overtime pay rules some MOUs while other MOUs will have non-regulated premium rule sets.</p>
Employee or Time Based Shift Pay	E	6	<p>CAL 021: Shift Pay Based on Employee Information</p> <p>CAL 022-026: Shift Pay Based on Time Rules (ex: Shift pay based on the majority of hours falling in a defined shift window, Shift pay based on the beginning of recorded worked time, Shift pay based on user-entered timesheet designation).</p> <p>After analysis it is expected that these extensions will be used for some MOUs.</p>
Averaging Schedules other than 9/80	C	20	<p>These averaging schedules are anticipated for the county based on 40 hour, 80 hour, 14, or 28 day work periods with daily hours varying and overtime averaging rules varying.</p> <p>Many MOUs state “However, for employees on an alternate schedule that does not meet the parameters described above, a different work period may be designated.”. The details of these alternative work schedules are TBD. Some allowance for these varying schedules has been made and the exact number of work schedules requiring different overtime averaging will be determined during requirements workshops.</p> <p>Examples:</p> <ul style="list-style-type: none"> CGU: Program may volunteer to work a modified work schedule consisting of three (3) twelve (12) hour workdays every other week and four (4) eleven (11) hour workdays on alternate weeks.

			<ul style="list-style-type: none"> LEMU: For Law Enforcement Managers the official work period shall be 28 days and shall begin at 12:00 a.m. on each Friday and end at 12:00 a.m. four weeks later.
Shift Differentials	C	20	<p>Shift differentials allow for the MOU rules related to additional pay premiums being applied for established late or overnight shifts.</p> <p>Example:</p> <ul style="list-style-type: none"> CSU: 1 - An assigned work shift of seven (7) consecutive hours or more which includes at least four (4) hours of work between the hours of 4 p.m. and 8 a.m. Premium is 5% of employees rate with a .60 min and 1.50 max. HPU: 4 - Night Shift Differential. There is a standard night shift differential (\$1.50), a job class based differential for the same hours (\$1.25), and 2 different differentials based on employee classes and the shifts (5 - 11, 11 - 7). \$1.75 for evening shift and \$2.75 for the late night shift. The jobs listed for both are nearly the same.
Non Regulated Pay Premiums	C	150	<p>These premiums are intended to capture any type of premium or payment over and above the employees base rate for any number of reasons including: allowances (boots), hazardous work (working from high heights), work in the jail system, premiums for holding degrees and certifications, and rates for locations, job classes, or type of work being performed.</p> <p>Examples:</p> <ul style="list-style-type: none"> On-Call Pay When a regular, limited-term or probationary employee is assigned on call duty by the County, the employee shall, whenever practicable, be informed in writing at least five (5)

			<p>days in advance of the dates and inclusive hours of such assignment the employee shall be compensated at one-fourth (1/4) of his or her basic hourly rate</p> <ul style="list-style-type: none"> • Bilingual Pay. Except as provided in 2. below, qualified employees who meet the following criteria shall receive an additional forty (40) cents per hour (approximately sixty-nine (69) dollars per month) for all hours actually paid. • Jail or James Musick Facility shall, in addition to biweekly salary, be paid an additional seventy-five (75) cents per hour for all paid hours <p>9 Additional TBD premiums included.</p>
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A.8 Compliance Calculations for Wage & Hour Regulations

Wage and hour law calculations are used to assist in maintaining compliance with government regulations.

Feature	Type	Count	Description
US Federal and State Regulations	B	1	Set of standard rules for US Federal and State regulations (e.g. FLSA, California Meal Penalty, etc.)
California Extensions	E	3	California Makeup Time, California State of Sick Leave, California Overtime with Alternative Workweek Scheduling

A.9 Banking Overtime

Employees who work overtime may bank hours proportionate to the related compensation to use as time off at a later date.

Feature	Type	Count	Description
Banking of Overtime	C	1	Comp time functionality includes one bank for tracking time earned, nine banking rules for accrual, usage and clearing of time earned, and three timesheet calculations to ensure hours are classified correctly

		<ul style="list-style-type: none"> • Comp Time • PIP leave
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A.10 Final Pay Calculation

Once all pay rules, such as those for overtime, have been applied, the application calculates the resulting monetary amount of pay.

Feature	Type	Count	Description
Gross Pay	B	1	Standard Gross Pay calculation

A.11 Holidays

Holiday calendars are used in the Solution to track all the eligible holidays for an employee group and to populate holidays on employee timesheets automatically.

Feature	Type	Count	Description
Holiday Calendars	B	1	Standard US Holiday Calendar
	C	2	Additional Holiday Calendars Assuming mostly consistent holidays are consistent across the county MOUs and non-associated employee groups.
Alternate Day Off if Worked Holiday	E	1	HOL 001: Allows employee to take an alternate day off for working on a holiday
Paid Holiday Eligibility Validation	E	2	HOL 002: Eligibility rules to qualify for holiday pay (e.g. Must work scheduled day before holiday)

A.12 Timesheet Submission and Approval

The Solution will be configured to support timesheet approval as described in the following table.

Feature	Type	Count	Description
Timesheet Submittal	B		Employee will submit timesheets for approval
Timesheet Approval	B		One standard timesheet approval layout per policy profile
Reporting Structure	B		The reporting structure is direct employee-approver relationships; the approver for each employee will be defined in the employee master data import

End of Period Notifications	B	2	Notification emails about the end of the period sent to employees and managers
Timesheet period and pay period do not correspond	E	1	Weekly timesheets and biweekly pay frequency.
Timesheet Approval only when changes present	E	1	This extension provides standard functionality for the timesheet submission and approval process for employees that work a set number of hours on a recurring basis. These types of employees only modify their time sheet when there are exceptions or deviations to their normal working pattern.

A.13 End of Period Processing

The Solution will be configured to provide features that enable the processing of off-cycle and retroactive adjustments as specified in the table below.

Feature	Type	Count	Description
Off-Cycle Processing	B	1	Standard off-cycle functionality
Amended Timesheets	B	2	Standard amended timesheet functionality for managers and Payroll Administrators

A.14 User Management

The Solution uses role-based security to limit user access to only the tasks that they need to perform.

Feature	Type	Count	Description
User Roles	B	7	Standard user roles
Authentication	B	2	Up to two authentication options: <ol style="list-style-type: none"> 1. WorkForce Time's built-in user authentication system 2. Single Sign-on (SSO) authentication using SAML 2.0 Redirects for mobile SSO, visually impaired accessible, or web clock are out of scope.

A.15 Schedule Management

The Solution allows basic schedules to be created, maintained, and assigned to employees. Certain other calculations are dependent on employees having a schedule within WorkForce Suite, such as grace policies and attendance point tracking.

Feature	Type	Count	Description
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Schedule Templates	B		Training will be provided to the Customer to create schedule templates
Rotating Schedules	C	10	Up to 20 rotating schedules within Time and Attendance scheduler (this is not Advanced Scheduler which is defined below). These schedule rotations are for agencies not using as that need basic schedule rotations.
Schedule Templates	C	10	Up to 10 schedule templates within Time and Attendance scheduler (this is not Advanced Scheduler which is defined below). These schedule rotations are for agencies not using as that need basic schedule templates.

A.16 Reports

The solution uses reports to output information from the system.

Feature	Type	Count	Description
Reports	B		Standard reports are included
County Specific Reporting	C	200	100 hours allocated for requirements gathering and configuration of county specific reports. Project management and validation testing time are added separately. 100 hours are allocated to recreate an Orange County existing report: Exportable Time Card Report

Configuration Scope – Absence Compliance Tracker

Customer will use elements of the Base Product functionality to meet the business operational requirements for Absence Compliance Tracker (ACT). Employees will use the self-service feature to initiate ACT leave requests. Direct leave sheet data entry will be available for paid leave entry and any necessary manual adjustments.

A.17 ACT - System Interfaces

The solution will be integrated with other systems, as identified in the following table.

For interfaces that originate from a Customer or third-party system, the data flow will follow WorkForce's standard base product specifications. Customer is responsible for designing and developing the extract, including any required data scrubbing, filtering, or transformation necessary to provide WorkForce with clean data files as per the standard base product specifications.

For interfaces that originate from the WorkForce Suite, WorkForce will use specifications of the target business system and Customer shall be responsible for enabling the system to receive and process such data. Transfers are initiated by Customer unless otherwise specified in the table below. Customer is responsible for any data transformation or mapping required. Customer is responsible for any required modifications to systems necessary to support the standard base product interfaces.

System Interface		From System	To System	Data Transferz
Base Interfaces	ACT HR Import	HR System	WorkForce Suite	Daily sFTP push of CSV file
	ACT Open Case Import	External	WorkForce Suite	Initial data load
	ACT Work History Import	External	WorkForce Suite	Daily sFTP push of CSV file
	ACT Leave History Import	External	WorkForce Suite	Initial data load

A.18 Leave Collection

The Solution will be configured to support the following leave collections.

Feature	Type	Count	Description
ACT Employee Self-Service	E	1	ACT allows an employee to request leave, such as a medical or family type leave, without having to know anything about leave programs or their eligibility for such programs
ACT Intake and Case Management	E	1	ACT contains a case management workflow that is based on best practices and is designed to help case managers efficiently manage leave cases and deadlines. Family Leave – Either FMLA and California Family Rights Act.
County Specific Leaves	C	6	Up to 6 county specific leaves over and above the federal and state regulated leaves included in the solution. Examples: Parenthood Leave Official Leave Official Leave for non-occupational disability Attorney Leave with Pay Absences caused by medical conditions Workers Compensation Leave
County Specific Workflow Events	C	10	Creation of new workflow events that are different from the three standard workflows that are included with ACT.
Banks for Paid Time Coordination	C	5	Coordinating some leaves by involving the use of paid time off first before the leave itself begins.

A.19 Documents and Email Messages

ACT comes with a set of standard documents that comply with United States Department of Labor standards. When a leave case is initiated, the documents are automatically populated with case-specific information and distributed throughout the leave process with email messages.

Feature	Type	Count	Description
On-Screen Messages	B	19	Messages appear on the absence sheet to alert employees of invalid entries
	C	10	Messages appear on the absence sheet to alert employees of invalid entries (county specific leaves).
Documents and Email Notifications Custom Documents	E	24	Standard compliance documents with associated email notifications.
	E	17	Email notifications not associated with documents.
	C	6	Documents associated to the County Specific Leaves. One per leave.
	C	10	Ten email notifications associated with county specific.

A.20 Reports

The Solution uses reports to output information from the system.

Feature	Type	Count	Description
Reports	E	16	ACT comes with standard reports including caseload, current cases, returning to work, intermittent and new hire trending

Configuration Scope – Advanced Scheduler

Advanced Scheduling is used to go beyond the T&A Basic Schedules to create employee schedules by processing the staffing features listed below. Refer to the Advanced Scheduling Functional Description for definition of terms and examples.

For Orange County, Advanced Scheduler has been planned for the Sheriff and Probation agencies.

Feature	Type	Count	Description
AS01 - Organization Structure Facility	C	1	Scheduling Facility is the highest level of the Organization. Typically, this is always set to 1 unless there are multiple companies/businesses in scope.
AS02 - Organization Structure Scheduling Groups	C	3	Scheduling Groups are used to group scheduling units by a set of scheduling parameters. [ex: 2 production lines]. A scheduling group structure of Sheriff's Department, Jails, and Probation Department has been assumed.
AS03 - Organization Structure Scheduling Units	C	58	Scheduling Units are the unique groups of employees that are scheduled together. Within the three scheduling groups, these are the next granular level of organization aligned with how many schedulers there are overall for the departments in scope.
AS04 - Organization Structure Stations	C	58	Different organization of schedules by groups job/model. 1 to 1 with scheduling units. Same as with scheduling units, this is a lower level of grouping for scheduling.
AS05 - Job Models	C	58	Models are the specific activities/shifts to which employees are assigned on schedules. One job model per scheduling unit for a total of 58, will be created. Customer resources will be trained to update and create additional Job Models as needed.

AS06 - Rotation Patterns	C	58	<p>Rotation Patterns allow scheduling of employees to a defined sequence. This could be specific days of the week or moving between evening and night shifts.</p> <p>One Rotation Pattern per scheduling group for a total of 58 will be created. Customer resources will be trained to update and create additional Rotation Patterns as needed.</p>
AS07 – Qualifications	C	58	<p>The primary constraint that ensures an employee is eligible and qualified to work in a model.</p> <p>One qualification per scheduling group for a total of 58, will be created. Customer resources will be trained to update and create additional qualifications as needed.</p>
AS08 - Employee Self Service Shift Swapping	C	58	<p>Employee initiated shift swapping using a defined set of rules is included in the scope.</p> <p>58 employee self-service shift swapping rules will be included.</p>
AS09 - OT Equalization Banks	C	4	<p>Overtime banks are used to collect overtime hours based on defined workflow criteria. (ex: schedule by lowest OT balance).</p>
AS10 - OT Equalization Bank Rules Callout Responses	C	10	<p>Up to 10 rules to capture appropriate overtime equalization workflow regarding the standard callout responses only.</p>
AS12 - One Touch Call Out	C	4	<p>On Touch Call Out uses a defined set of rules to find the most desired employee to fill an open shift that was not filled by AS's auto scheduling process. Most shifts should be filled by auto scheduling.</p>

AS14 - Callout Rules	C	8	<p>Call-outs use a defined set of rules to find the most desired employee to fill an open slot.</p> <p>Call-Out rules can be based on the following criteria:</p> <ul style="list-style-type: none"> • Availability • Qualification • Overtime hours • Scheduling group <p>Customer resources will be trained to update and create additional Call-Outs as needed.</p>
AS15 - Scheduling Rules	C	100	<p>A set of rules that control who and how employees and models are scheduled.</p> <p>Customer resources will be trained to update and create scheduling rules as needed beyond 100.</p>
AS16 - User Roles	C	3	<p>Standard AS user roles:</p> <ul style="list-style-type: none"> AS Employee AS Scheduler AS Administrator
AS17 – Shift Unavailability	C	1	<p>WorkForce Suite My Calendar functionality</p> <p>Employees will be able to indicate unavailability.</p>

A.21 System Interfaces – Advanced Scheduler

System Interfaces		From System	To System	In Scope? Frequency / Transfer Mechanism
Customer	AS Employee Assigned Qualifications Import	Qualification System	WorkForce Time	Daily sFTP push of CSV file
	AS Model Import	Job Definition System	WorkForce Time	Daily sFTP push of CSV file

System Interfaces	From System	To System	In Scope? Frequency / Transfer Mechanism
AS Qualification Import	Qualification System	WorkForce Time	Daily sFTP push of CSV file
AS Rotation Pattern Import	Manually Created	WorkForce Time	Daily sFTP push of CSV file

Appendix D:**1.1 Training and On Site Labor**

Category	Cost
Education Services	\$80,600
On Site Labor	\$144,000

On Site Labor costs are based on predefined effort and completion of work within the defined duration. Should these activities exceed the planned effort and duration, impact to the project will be managed through the WorkForce Project Change Management Process.

1.2 Education Services

The following training courses are required to support the objectives identified in this SOW.

Number	Course Name	Duration	Class Size	Sessions	Cost Per Session
WorkForce Management					
TST01	Testing Preparations	3 hours	8	3	\$1,000
TST02	Testing Kick-Off	8 hours	15	3	\$3,000
Time and Attendance					
TMA00	Core Functionality	8 hours	15	3	\$3,000
TMA01	Employee Functions	4 hours	10	3	\$2,500
TMA02	Manager Functions	4 hours	10	3	\$2,500
TMA03	Administrator Functions	8 hours	10	3	\$3,500
Absence Compliance Tracker					
ACT00	Core Concepts	4	15	3	\$1,500
ACT01	Employee and Case Manager Functions	4	10	3	\$2,500
ACT02	Administrator Functions	3	8	3	\$2,000
Advanced Scheduler					
ASC00	Core Concepts	4	15	3	\$1,500
ASC01	Scheduler Functions	4	8	3	\$2,500
ASC02	Administrator Functions	8	8	3	\$3,000
Education Services Total					\$80,600
Less 25% Discount					\$20,150
Total Education Services					\$60,450

WorkForce training courses are provided according to the descriptions outlined in the WorkForce Learning Management System (LMS) (<http://www.workforcesoftware.com/services/customer-education/>). All expenses for customer on-site training are the responsibility of the customer.

1.3 Customer Certification

Level 1 and Level 2 customer certification course costs for up to four users are included in the SaaS agreement. Additional customer user certification is available as indicated in the table below at the identified market fee.

Number	Course Name	Duration	Seats
CT101	Level 1: T&A System Troubleshooting	20 hours	4
CT102	Level 2: T&A Configuration Maintenance	16 hours	4
CT103	Level 3: T&A Advanced Configuration Maintenance 1	20 hours	4

The training courses and training prices provided herein are valid for a period of one (1) year from the effective date of this Agreement, however, WorkForce reserves the right to eliminate courses from its course catalogue, provided such elimination is for all customers.

1.4 Location of Services

The following Services will be performed at the specified Customer location:

- Customer Location: Orange County, California
- See project schedule in Appendix B, section 1.7 for detailed site visit plan
- All other Services will be delivered remotely.

ATTACHMENT A
Statement of Work
Part 2 – Software as a Service (SAAS)

This WorkForce Software SaaS Agreement (the “Agreement”) is entered into between WorkForce Software, LLC, 38705 Seven Mile Road, Suite 300, Livonia, Michigan 48152 (“WFS”) and the “Customer” defined below.

Customer Name: Orange County California Auditor Controller

Address: 1770 N Broadway

Santa Ana, CA 92701

1. Definitions

- 1.1. “Affiliate” means a legal entity separate from and controlled by or under common control with the either party. For purposes of this Agreement, the term “control” shall mean ownership of a beneficial controlling interest.
- 1.2. “Customer Data” shall mean any content, materials, data and information provided by the Customer to WFS in the course of using the SaaS Service.
- 1.3. “Documentation” shall mean all written or electronic materials provided to Customer by WFS for facilitating use of the SaaS Service as applicable, but does not include advertising or similar promotional materials.
- 1.4. “Effective Date” is the Schedule Effective Date of the first executed Schedule.
- 1.5. “e-Learning Courseware” shall mean video or online training content and related materials which may be provided to Customer by WFS under a separate Schedule to this Agreement.
- 1.6. “Force Majeure” shall mean any event outside of the control of WFS, such as, but not limited to, a natural disaster, fire or extended power, electrical or Network outage, which renders the SaaS Service temporarily unavailable or permanently affects or prevents performance under this Agreement.
- 1.7. “Intellectual Property Rights” shall mean all copyrights, trade secrets, patents, and other intellectual property rights or portion thereof including, but not limited to, the ideas, methodologies, methods of operation, processes, and look and feel in the SaaS Service.
- 1.8. “Support Services” shall mean the services specified in the Support Plan, including reasonable technical support via telephone, e-mail, and/or the web, to answer questions or provide assistance in the use of the SaaS Service.

2. Services Delivered

- 2.1. WFS shall provide access to the SaaS Service to Customer via the Network as specified in the Schedules. Any use of the SaaS Service prior to the Commencement Date specified in the

Schedule(s) shall be considered a trial period during which the SLA shall not apply. Within the Production Environment, Customer may use only the applications and extensions specified in the Schedule(s), even if other applications and extensions are made available.

- 2.2. WFS may periodically update (“Update”) the SaaS Service, but makes no representations as to the frequency of new releases or the features, enhancements, or corrections that will be provided in the Updates.
- 2.3. Customer shall limit the access to the SaaS Service to its own employees, consultants, and other authorized users and shall not make the SaaS Service available to third parties or make it available on a service bureau basis.
- 2.4. WFS shall take commercially reasonable measures, consistent with those in the industry, to prevent unauthorized parties from gaining (a) physical access to the data centers where the SaaS Service is hosted, and (b) electronic access to the SaaS Service or the Customer Data. WFS shall promptly notify Customer of any unauthorized access to the SaaS Service which WFS detects.
- 2.5. WFS shall periodically backup the Customer Data (“Backup Services”) as specified in the SLA. WFS will undertake commercially reasonable steps to begin the restoration of Customer Data from the backup as soon as WFS is notified or becomes aware of the need to restore data. WFS shall not be responsible if Customer Data is lost or corrupted in between scheduled backups or for a reason caused by the acts or omissions of Customer. Customer Data shall not be used by WFS for any other purpose except to provide the services contemplated under the Agreement. WFS shall not preserve such Customer Data longer than contracted.
- 2.6. In a Force Majeure event, WFS shall make commercially reasonable efforts to restore the SaaS Service at an alternate facility as soon as feasible. Until such Force Majeure event shall have passed, the SaaS Service may be provided on a reduced use basis and may require Customer to make changes to the procedures used to access the SaaS Service. Neither party shall incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement, where such delay or failure is caused, in whole or in part, by a Force Majeure event. If a party asserts a Force Majeure event for failure to perform the party’s obligations, then the asserting party shall notify the other party of the event and take commercially reasonable steps to minimize the delay or damages caused by the Force Majeure event.
- 2.7. WFS shall provide the Support Services specified in the Support Plan. The Support Plan description attached as Exhibit B provides details of the service levels and items provided under each plan. Terms of the Support Plan supersede the terms in this Agreement.

3. Customer Responsibilities

- 3.1. Customer shall be responsible for entering its Customer Data into the SaaS Service and Customer shall be responsible for the maintenance of the Customer Data supplied by it. Customer hereby represents and warrants to WFS that the Customer Data is free of all viruses, Trojan horses, and comparable elements which could harm the systems or software used by WFS or its subcontractors to provide the SaaS Service. Customer agrees that it has collected and shall maintain and handle all Customer Data in compliance with all applicable data privacy and protection laws, rules and regulations.
- 3.2. Customer has sole responsibility to maintain the integrity, confidentiality and availability of information on Customer equipment.

- 3.3. Customer has sole responsibility to (a) check the accuracy of information processed using the SaaS Service, (b) run all normal processes and procedures within the SaaS Service such as end of period processing, imports, exports, and file transfers, and (c) manage and configure its Related Systems and ensure they operate properly. When using and applying the information generated by the SaaS Service, Customer is responsible for ensuring that Customer complies with the applicable requirements of federal and state law. Customer agrees: (i) using the SaaS Service does not release Customer of any professional obligation concerning the preparation and review of such reports and documents, and (ii) Customer does not rely upon WFS or the SaaS Service for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents.
- 3.4. Customer assumes all responsibilities and obligations and expertise with respect to (a) the selection of the SaaS Service to meet its intended results, and (b) any decision it makes based on the results produced by the SaaS Service. Customer understands and acknowledges that WFS and the Third Party Content Vendors are not engaged in rendering legal, accounting, tax or other professional advice either as a service or through the SaaS Service and it is not relying on WFS and the Third Party Content Vendors for any advice or guidance regarding laws and regulations. Customer shall review all calculations and determinations made using the SaaS Service and satisfy itself those results are accurate. If legal, accounting, tax or other expert assistance is required, the services of a competent professional will be sought by Customer.
- 3.5. Customer is solely responsible to ensure Related Systems operate properly. The support provisions of this Agreement do not apply to Related Systems or problems in the SaaS Service caused by Related Systems, regardless of who provided, installed, or distributed such. Should WFS identify that the root cause of a problem is caused by Customer modifications to the SaaS Service or behavior in Related Systems it shall notify Customer and request approval to provide additional assistance (if applicable).
- 3.6. Customer shall not perform any stress test, load test, or security test on the SaaS Service without first obtaining WFS permission and executing a separate agreement for the services required by WFS to support such tests. Notwithstanding the foregoing, stress testing, load testing and security testing shall not be allowed for WorkForce Forecasting & Scheduling.
- 3.7. Customer shall change all passwords used to access the SaaS Service at regular intervals. Should Customer learn of an unauthorized third party having obtained knowledge of a password, Customer shall inform WFS thereof without undue delay and promptly change the password. Customer will terminate old users in the SaaS Service.
- 3.8. Customer is responsible for monitoring user access to the SaaS Service.
- 3.9. Customer is responsible for the connection to the SaaS Service, including the Internet connection.

4. Term and Termination

- 4.1. The term of this Agreement starts on the Effective Date and terminates when all Schedules terminate.
- 4.2. The provisions of Sections 2.5, 2.6, 3, 5, 7 and any payment obligations incurred by Customer prior to or upon termination shall survive termination of this Agreement.
- 4.3. Intentionally omitted.

- 4.4. Upon the effective date of termination, Customer's access to the SaaS Service will be terminated. Ninety (90) days after the effective date of termination, WFS shall have no obligation to maintain or provide any Customer Data. Upon termination of the Agreement, WFS shall use commercially reasonable efforts to permanently and irrevocably remove, purge or overwrite all data still remaining on the servers used to host the SaaS Service, including, but not limited to, Customer Data, unless and to the extent applicable laws and regulations require further retention of such data. All indemnifications relating to the unauthorized disclosure of Customer Data shall continue until such data is returned to Customer or destroyed.

5. Proprietary Right, Non-Disclosure

- 5.1. Each party shall maintain as confidential and shall not disclose, publish, or use for purposes other than as intended in this Agreement the other party's Confidential Information except to those employees, contractors, legal or financial consultants and auditors of the recipient and its Affiliates who need to know such information in connection with the recipient's performance of its rights and obligations under the Agreement and in the normal course of its business and who are bound by confidentiality terms no less stringent than the terms contained herein. "Confidential Information" shall include, but shall not be limited to, Customer Data, the SaaS Service, the pricing and terms of this Agreement, benchmarks, statistics or information on the capabilities of the SaaS Service, financial information, business plans, technology, marketing or sales plans that are disclosed to a party and any other information that is disclosed pursuant to this Agreement and reasonably should have been understood by the receiving party to be proprietary and confidential to the disclosing party because of (i) legends or other markings, (ii) the circumstances of disclosure, or (iii) the nature of the information itself. Each party shall protect such Confidential Information with reasonable care and no less care than it would exercise to protect its own Confidential Information of a like nature and to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof. Notwithstanding anything else in this Agreement, either party may disclose Confidential Information in accordance with a judicial or governmental order, or as otherwise required by law, provided that the recipient either: (i) gives the disclosing party reasonable notice prior to such disclosure to allow the disclosing party a reasonable opportunity to seek a protective order or equivalent, or (ii) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation. Notwithstanding the foregoing, neither party shall disclose any computer source code that contains Confidential Information in accordance with a judicial or other governmental order unless it complies with the requirement set forth in sub-section (i) of this Section 5.
- 5.2. Either party may disclose the existence of this Agreement and its terms to the extent required by law, the rules of any applicable regulatory authority or the rules of a stock exchange or other trading system on which that party's securities are listed, quoted, and/or traded.
- 5.3. Breach of the obligations in Section 5 may cause irreparable damage to the disclosing party and therefore, in addition to all other remedies available at law or in equity, the disclosing party shall have the right to seek equitable and injunctive relief for such breach.
- 5.4. WFS shall retain all rights, title, and interest in the e-Learning Courseware, Third Party Services and the SaaS Service. Customer shall not alter, modify, copy, edit, format, translate, or create derivative works of these materials, except as provided herein or when approved in writing by WFS.
- 5.5. As between WFS and Customer, Customer shall own all title, rights, and interest in Customer Data.

- 5.6. Both parties agree to comply with all applicable privacy and data protection statutes, rules, or regulations governing the respective activities of the parties. Customer hereby consents to the use, processing and/or disclosure of Customer's data only for the purposes described herein and to the extent such use or processing is necessary for WFS to carry out its duties and responsibilities under this Agreement or as required by law.

6. Payments, Credits, and Refunds

- 6.1. Customer shall pay all fees specified in the Schedule(s) to WFS or its designated representative. Unless specified otherwise in the Schedule(s): (i) fees are based on services purchased in the Schedule(s) and overage fees, (ii) payment obligations for the Service Term specified in each Schedule are non-cancelable and fees paid are non-refundable, (iii) the quantities ordered under the Schedule cannot be decreased during the term, and (iv) all fees quoted and payments made hereunder shall be in U.S. Dollars. The Schedule(s) specify how the Customer may use the SaaS Service and how the usage of the SaaS Service will be measured. Any use of the SaaS Service in excess of the amounts specified in the Schedules shall be billed to the Customer quarterly in arrears at 125% of the unit prices specified in the Schedule ("Overage Fees").
- 6.2. WFS fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, except for taxes on WFS net income (including FCC and related taxes and charges for phone based systems).
- 6.3. Customers outside of the United States shall pay all invoices via electronic transfer. All invoices submitted shall be due Net 30. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount when due and submit written notice of the disputed amount (with details of the nature of the dispute and the invoice(s) disputed) within thirty (30) days of receipt of the invoice. WFS may assess interest at the rate of 1.5% per month or the maximum allowed by law on balances not paid when due. Customer shall pay all costs incurred in the collection of charges due and payable, including reasonable attorney fees, whether or not suit is instituted.
- 6.4. Upon written notice by Customer to WFS of its failure to satisfy the Uptime Commitment of the SLA within thirty (30) days of the end of a month, WFS shall credit Customer the fees as calculated in the SLA towards the next payment due from Customer. The credits provided to Customer shall be its sole and exclusive remedy for WFS's failure to comply with the Uptime Commitment.

7. General Provisions

- 7.1. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute a consent to or waiver of any different or subsequent breach. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected. The headings and titles provided in this Agreement are for convenience only and shall have no meaning on the terms of this Agreement. Consent is not required for an assignment of this Agreement in connection with a sale or disposition of a majority of all the assets, voting securities or equity interests of WFS, or a reorganization, merger or similar transaction of WFS. Customer may, upon notice to WFS, assign or otherwise transfer this Agreement if done in its entirety and in conjunction with a merger, consolidation or reorganization of the Customer. For assignments related to internal reorganizations of Customer, the prior, written consent of WFS shall be required, such consent not to unreasonably withheld,

conditioned or delayed. This Agreement binds and inures to the benefit of the parties hereto and their respective successors and permitted assigns. The parties agree that reliable copies such as scanned or facsimile counterpart signatures are acceptable.

- 7.2. Each party shall be liable for breaches of its Affiliates and contractors under this Agreement.
- 7.3. EACH PARTY ACKNOWLEDGES THAT THE WARRANTY DISCLAIMERS, LIABILITY AND REMEDY LIMITATIONS, AND SERVICE LEVELS IN THIS AGREEMENT ARE MATERIAL BARGAINED FOR BASES OF THIS AGREEMENT AND THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties have executed this Agreement and the Exhibits indicated below as of the Effective Date.

Exhibits

Exhibit A – Service Level Agreement

Exhibit B – Support Plan Descriptions

Exhibit C – Data Security Addendum

Exhibit D – Privacy Addendum

Exhibit E – Data Retention Policy

Exhibit F – Third Party Services

Exhibit A – Service Level Agreement

WFS shall provide the following service levels for the SaaS Service during the term of this Agreement.

Service Area	Service Level Commitment
Uptime Commitment	Production Environments: 99.5%
Backup Services	<p>WFS is responsible for backup and restore of data stored in the SaaS Service.</p> <p>WFS shall backup all Customer Data in its entirety every seven (7) days.</p> <p>WFS shall backup all changes to Customer Data every twenty-four (24) hours.</p>
Data Retention	Customer Data will be kept online for three (3) years or 30 days from end of the contracted service, whichever comes first. Upon Customer’s request, WFS will retain Customer Data for a period longer than three (3) years according to the fee schedule listed in the WFS Data Retention Policy.
Disaster Recovery Time Objective	<ul style="list-style-type: none"> • Except as otherwise noted herein, failover of Production Environment functionality to the Disaster Recovery site will occur within five (5) hours of WFS declaring a Disaster. • Failover of WorkForce Forecasting & Scheduling Production Environment functionality to the Disaster Recovery site will occur within five (5) hours of WFS declaring a Disaster in the Amsterdam data center. • Failover of other WorkForce Forecasting & Scheduling Production Environment functionality to the Disaster Recovery site will occur within twenty-four (24) hours of WFS declaring a Disaster in the remaining data centers.
Disaster Recovery Point Objective	Maximum data loss of one-and-a-half (1.5) hours of data stored in the Production Environment.

Notes, Definitions, and Additional Terms

The following notes, definitions, and additional terms are an integral part of the Service Level Agreement.

1. “Disaster” means an event after which WFS determines the SaaS Service should be failed over to the disaster recovery site.

2. "Downtime" means the Total Minutes in the Month during which the Production Environment is not available, except for Excluded Downtime.
3. "Excluded Downtime" means Total Minutes in the Month attributable to:
 - (i) Scheduled Maintenance Windows;
 - (ii) SaaS Service updates;
 - (iii) Content provided by Third Party Content Vendors;
 - (iv) Unavailability caused by factors outside of WFS's reasonable control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised, including, without limitation, a Force Majeure event.
4. "Month" means a calendar month.
5. "Total Minutes in the Month" are measured 24 hours at 7 days a week during a Month.
6. "Scheduled Maintenance Windows" means a window of time during which the SaaS Service may be down for maintenance, which window is (a) 3:00 am Sunday to 4:00 am Sunday U.S. Eastern Time for the US and Canada data centers (b) 3:00 am Sunday to 4:00 am Sunday Central European Time for the European data centers; (c) 3:00 am Sunday to 4:00 am Sunday Australian Eastern Time for the Asia Pacific/Australia data centers; (d) for an extended maintenance window in which case the customer will be notified at least ten (10) business days in advanced; and (e) a maintenance window scheduled with the customer to perform maintenance or updates to the customer's Production Environment.
7. "System Availability Percentage" means the average percentage of total time during which the Production Environment is available to Customer and is calculated as follows:

$$\text{SystemAvailabilityPercentage} = \left(\frac{\text{TotalMinutesInTheMonth} - \text{Downtime}}{\text{TotalMinutesInTheMonth}} \right) * 100$$
8. Data collection terminals will continue to accept swipes during system downtime and swipes will be uploaded when the Online System becomes available.
9. If Customer elects to have any services provided by a third party, WFS shall have no liability for any defect or failure of the SaaS Service caused by such third-party services, and Customer shall not be entitled to any reduction in fees for the SaaS Service. WFS may deny access to the SaaS Service to any third party which WFS determines in its sole discretion poses a security risk or other risk to WFS systems, data or intellectual property.
10. Customer shall notify WFS in writing at least sixty (60) days in advance of any period when it reasonably believes the number of Active Employees or peak usage transaction volume to

the SaaS Service may increase by more than 20% over the prior thirty (30) day period and at least ninety (90) days in advance if it expects more than a 50% increase. Failure to provide such notification shall release WFS of the Uptime and Support Estimated Resolution Times obligations herein for a period of ninety (90) days from the date such increase occurred.

11. The Uptime Commitment does not apply in the first thirty (30) days of use in a Production Environment, during which time WFS may need to tune the environment for Customer based on its actual usage patterns.
12. The Uptime Commitment does not apply during a Force Majeure event and shall be reinstated again only after service has been fully restored at the primary facility.
13. Access to archived or backup data, if available, will be quoted to Customer, provided as a Global Service, and may be made available as a database extract or in a separate environment.

Credits if WFS fails to meet the Uptime Commitment

If Customer provides written notice to WFS of WFS's failure to satisfy the Uptime Commitment within thirty (30) days of the end of a month, WFS will credit to Customer 2% of Monthly Subscription Fees for each 1% below SLA, not to exceed 100% of Monthly Subscription Fees.

EXHIBIT B – SUPPORT PLAN DESCRIPTIONS

A. Estimated Service Levels

Support Ticket Type	Initial Response Times	
Severity Level 1	1 Hour from Initial Request (24x7)**	
Severity Level 2	2 Hours from Initial Request (24x7)**	
Severity Level 3	1 Business Day from Initial Request*, **	
Support Ticket Type	Estimated Resolution Times	
	WorkForce Suite (excluding WorkForce Forecasting and Scheduling and DCTs)	WorkForce Forecasting and Scheduling
Severity Level 1	4 Hours from Initial Response	1 Day from Initial Response
Severity Level 2	1 Business Day from Initial Response	1 Month from Initial Response
Severity Level 3	3 Business Days from Initial Response*	2 Months from Initial Response*

*Excepting requests that require a patch or new functionality.

**Standard support Customers: 85% commitment to achieving response SLA guarantee.

**Premium support Customers: 98% commitment to achieving response SLA guarantee.

B. Severity Level Definitions

- **Severity Level 1:** Production application services are down and no workaround is immediately available. All or a substantial portion of the application or critical data is unavailable or at a significant risk of loss or corruption. Business operations have been severely disrupted. Severity 1 support requires the client to have dedicated resources available to work with WFS on the issue on an ongoing basis while the issue is active.
- **Severity Level 2:** Major application functionality is severely impaired and a temporary workaround is available. Application services are impaired however continue to function without an immediate impact to the critical components of the application. Long term issues may occur if not addressed however are not imminent. A major business milestone is at risk.
- **Severity Level 3:** All other issues not categorized as Severity Level 1 or 2. A Severity Level 3 issue is an issue that results in a non-critical loss of application services or functionality. A workaround may or may not be available that allows the user to continue to use the non-critical application functionality. Severity Level 3 does not include new enhancements to any WFS product.

C. General Plan Definitions, Hours and Availability

- Response time is the time from Customer’s call into WFS until a return call is provided.
- WFS support will make analysts available for phone contact Monday through Friday from 8:00 am – 6:00 pm during the business hours observed in Customer’s time zone (where Customer’s headquarters are located), excluding the holidays listed below. For the purposes of this document, those business hours will be described as “Standard Support Call Times.”
- WFS and its support staff observe public holidays of England, New South Wales or U.S federal holidays. No live support is offered to Customer on those days, except for Severity Level 1 and Severity Level 2 issues.
- WFS provides Live Phone Support coverage for critical issues outside of Standard Support Call Times as defined below:

24 x 7 Live Phone Support	
Severity Level 1	Included
Severity Level 2	Included
Severity Level 3	Will be addressed according to the Estimated Resolution Target

- WFS may modify the service levels, fees, and offerings of any Support Plan, but such changes shall not apply to the Support Plan for the current Support Period.
- WFS support will address reported “defects” to WFS applications, which result in a loss of previously available functionality and performance.
- New enhancements, including, but not limited to paycode, pay rules, accrual banks, holiday policies, etc. will be routed to WFS’s Service Request Department for completion.
- All Global Services will be directly invoiced to customer as Billable Technical Support at the applicable hourly rate after services have been rendered.
- All enhancement requests estimated over sixteen (16) hours will require the generation of a Statement of Work defining the project scope and will be assigned a WFS project manager.
- Customers selecting Standard Support are able to elect up to six (6) Support contacts and understands that a minimum of two (2) contacts must be Level 1 Certified at all times. Premium Support Customers are able to elect up to ten (10) Support contacts and understands that a minimum of two (2) contacts must be Level 2 Certified at all times.
- Standard Support Customers are granted two (2) free registrations, based on products purchased, to:
 - Customer Certification Level 1: Time and Attendance Troubleshooting or Customer Certification Level 1: Forecasting and Scheduling Troubleshooting

- Premium Support Customers are granted two (2) free registrations to Customer Support Level 1 courses listed above and the following Level 2 courses identified below, based on products purchased:
 - Customer Certification Level 2: Time and Attendance Configuration Maintenance or Customer Certification Level 2: Forecasting and Scheduling Administration
- Greater than two (2) registrations, for either course, for the term of the contract are billed at market price.
- Customers without either Standard or Premium Support Plans must pay the market price for Customer Certification courses.
- Certified Contact will be defined as support contacts that have successfully completed Level 1: Time and Attendance Troubleshooting and/or Forecasting and Scheduling Troubleshooting and/or Level 2: Time and Attendance Configuration Maintenance and/or Forecasting and Scheduling Administration.
- Customer Certification Level 1: Time and Attendance Troubleshooting and Customer Certification Level 1: Forecasting and Scheduling Troubleshooting are prerequisites for Customer Certification Level 2: Time and Attendance Configuration Maintenance and/or Customer Certification Level 2: Forecasting and Scheduling Administration respectively.
- Customer's uncertified contacts will have access to WFS support staff to report only Severity Level 1 or 2 incidences.
- Certified Contacts are required to request and approve all alterations of the Service.
- New WFS Customers: the named certified contacts shall be selected by Customer and shall complete the Customer Certification Level 1: Time and Attendance Troubleshooting or Customer Certification Level 1: Forecasting and Scheduling Troubleshooting course within one hundred eighty (180) days of the Agreement Effective Date and Customer Certification Level 2: Time and Attendance Configuration Maintenance or Customer Certification Level 2: Forecasting and Scheduling Administration within sixty (60) days of implementation "Go Live".

- Renewal Customers: the named certified contacts shall be selected by Customer and shall complete the WorkForce Certification Process within sixty (60) days of the agreement Effective Date.
- Certification remains valid for two (2) years and must be renewed within sixty (60) days of the anniversary of the certification Effective Date.
- If any of the named certified contacts are replaced by the Customer, the newly named contact(s) shall complete the appropriate WorkForce Certification Process within sixty (60) days of being selected.

- Customers electing the Premium support plan will receive a twenty (20) percent discount on WFS's standard rates for all post implementation "Go Live" Services. The foregoing discounts shall not apply to any Managed Services.
- Premium Support Plan Customers will receive a twenty (20) percent discount on VISION registration fees and one (1) Health Check Service per schedule term, as requested, starting upon the schedule effective date.
 - Health Check Service is defined as an in-depth analysis of the configuration/environment where WFS consults with the customer, conducts interviews and provides an executive summary of recommendations.
- Premium support plan Customers will be provided access to WFS's Compliance Portal.
 - Additional terms and conditions, which can be accessed via web pages from within the Compliance Portal, shall apply to Customer and remain in full effect throughout the full term of this Schedule.

D. Data Collection Terminals (if applicable)

- "DCT" shall mean the data collection terminal(s) rented or purchased under an applicable Schedule. If the DCT is rented by the Customer under a Hardware Rental Schedule, the term of the DCT Support Plan shall match the term of the rental. If the DCT is purchased by the Customer under a Hardware Purchase Schedule, the term of the DCT Support Plan shall be listed in the applicable Schedule, subject to any renewal terms.
- DCT Severity Level Definitions:
 - Severity Level 1: A critical problem that renders one or more key functions of the DCT unusable, no reasonable work around exists, and for which immediate resolution is required to meet processing deadlines.
 - Severity Level 2: Any other critical problem that renders one or more key functions unusable.
 - Severity Level 3: Any other problem with the DCT that is not at the Severity 1 or Severity 2 level.
- Both Support Plans cover the cost of parts, labor, and shipping to Customer's facility for any covered repairs for manufacturer's defects and manufacturer's workmanship of the DCT. Customer is responsible for shipping charges to WFS. To make a support claim, Customer shall first contact WFS and speak to the WFS support department. After diagnosis and upon authorization, Customer will be provided shipping instructions to return the unit to WFS for repair.

- Under Standard Support, WFS repairs the DCT, or if in its opinion such repair cannot be made, it will provide a replacement DCT. Repairs are generally completed within 5-10 business days. WFS makes no delivery guarantees for delays caused by international shipping or customs. WFS will return units to the Customer at no charge via ground shipping. Alternate shipping methods may be selected by the Customer at an additional charge.
- Under Premium Support, WFS ships a replacement DCT overnight at no cost to Customer the same business day (or the next business day for calls after 3 pm Eastern Time). WFS makes no delivery guarantees for delays caused by international shipping or customs. Customer ships the faulty DCT to WFS concurrently via ground shipping. If the faulty DCT is not received within ten (10) business days, Customer will be invoiced for the DCT shipped.

- The Support Plans only cover repairs or replacement units of the same type and model. If parts or replacement units are not available, a next generation DCT will be provided.
- Customer shall be responsible for all set up and maintenance of the DCT's on Customer site. WFS will not provide installation assistance under either Support Plan.
- Notwithstanding anything to the contrary contained herein, in no event shall any Support Plan for DCT extend or be effective beyond six (6) years from the Effective Date except upon mutual agreement of the parties.
- Discounts and replacement options do not apply to IVR systems. Contact WFS for additional information on IVR.
- Normal wear and tear and intentional damage to equipment is excluded and fees for such DCTs will be chargeable to Customer at WFS's standard charges for parts and labor upon receipt of any such DCT. WFS makes no representations on the availability of parts or replacement units. WFS reserves the right to deliver new DCTs, repaired DCTs, or refurbished DCTs at its option for any covered repair. WFS's obligation shall be subject to our determination that the DCT has not been modified, serviced, or repaired by any other party and that the product was installed and operated within the product specifications for its intended use. Any misuse, negligence, accident, abuse, or alteration of a serial number will void the support obligations. The Support Plan extends solely to the original purchaser of the DCT and all claims must be made by the Customer.
- THE SUPPORT PLAN EXPRESSLY PROVIDED HEREIN IS THE SOLE WARRANTY AND OBLIGATION OF WFS WITH RESPECT TO THE DCT. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED ARE HEREBY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL WFS BE LIABLE FOR ANY LOSS OR INJURY TO EARNINGS, PROFITS, OR GOODWILL OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF WFS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WFS'S

LIABILITY SHALL IN ANY EVENT BE LIMITED TO THE REPAIR, REPLACEMENT, OR IF NEITHER IS FEASIBLE, A REFUND OF THE RENTAL FOR THE PERIOD THE DCT IS NOT FUNCTIONING OR THE PURCHASE PRICE OF THE DCT AS APPLICABLE.

- The Support Plans provide for full intellectual property indemnification of Customer for the DCT and the DCT Software while under support, per the indemnification provisions of the Agreement.

EXHIBIT C - DATA PROTECTION

WFS will adhere to best practice standards in security risk management for the SaaS Service.

1. Data Protection Planning and Management

- 1.1. Data Protection Program - WFS will implement and maintain a data protection strategy, program, policies, and initiatives to ensure the security, privacy and relevant regulatory requirements are updated and met consistently.
- 1.2. Risk Assessment and Treatment - The Information Security function in association with the Legal function will have developed an enterprise-wide risk management program that integrates governance, risk management, and compliance at all key operational levels such as: security, privacy, regulatory requirements, business operations, customers' requirements, etc.
- 1.3. Data Protection Policies - WFS will develop and implement data protection policies and standards that apply to all employees, contractors, part-time and temporary workers to perform work on company premises.
- 1.4. Security and Privacy Awareness Training Program - An awareness training methodology will be in place to ensure that WFS's policies and standards are being adhered to by employees, contractors, part-time and temporary workers.
- 1.5. Code of Conduct and Acceptable Use Policy - WFS will ensure that all employees, contractors, part-time and temporary workers processing, having access to, or managing Customer data as well as working directly with customers adhere to a Code of Conduct and Acceptable Use Policy.
- 1.6. Regulatory Requirements and Industry Best Practices - WFS will exercise due diligence to ensure compliance with various regulatory requirements. In addition, WFS will provide Customer evidence of compliance with SSAE 16, SOC 2 and other industry standard requirements as applicable.
- 1.7. WFS will ensure that its data protection program includes the use of appropriate vulnerability scanning tools and techniques to scan for vulnerabilities in its information systems that impact Customer data. Scanning activities will be scheduled to avoid interference with Customer' operations and network traffic.

2. Physical and Environmental Security

- 2.1. Alternate Secure Site - WFS will identify an alternate secure site for the storage of information system backup media.
- 2.2. Physical Access Points - WFS will control all physical access points (including designated entry/exit points) to facilities containing information systems and issues appropriate authorization credentials for personnel with authorized access to facilities containing information systems (except for those areas within the facilities officially designated as publicly accessible). WFS will ensure that third-party colocation providers meet WFS minimum standards for access security, but that actual management of that security will be performed by the colocation provider.
- 2.3. Eavesdropping prevention - WFS will control, using commercially reasonable standards, the physical access to information system transmission lines carrying unencrypted or

unencrypted information to prevent eavesdropping, in-transit modification, disruption, or physical tampering.

3. Operational Procedures and Responsibilities

- 3.1. Change Management - WFS will use commercially reasonable standards to manage changes to information systems within our control.
- 3.2. Separation of Duties - WFS's information system will enforce separation of duties through assigned access authorizations.
- 3.3. Malicious Software Prevention - Appropriate controls (anti-virus software, anti-malware, patch management) will be implemented to detect, remove and to prevent the introduction or spread of unauthorized software, malicious software, and other malware.
- 3.4. Backup Management - WFS will adhere to best practice standards with regards to backups of data and information systems. Backups will be recovered in a timely manner in case of system failures.
- 3.5. Media Management - Appropriate controls over media creation, storage and disposal will be in place to protect Customer data from unauthorized access.

4. Network Security Management

- 4.1. Attack Prevention - WFS will employ adequate measures to protect the networks hosting information systems against or limit the effects of attacks by unauthorized users.

5. Online Transactions – Data Encryption

- 5.1. Encryption Mechanisms - Controls to ensure the use of encryption mechanisms, preventing unauthorized disclosure of information, will be used by WFS to satisfy data protection requirements. Such controls will ensure data is protected while being transmitted and at rest unless protected by alternative physical measures.

6. Online Transactions – Information Integrity

- 6.1. Unauthorized Changes - WFS's information system will use its best efforts to protect against unauthorized changes to information.

7. Monitoring

- 7.1. Access Monitoring – Authorized and unauthorized access to WFS's information system will be monitored.

8. Access Control

- 8.1. NDA - All contractors, consultants, and temporary employees of WFS will sign the WFS Non-Disclosure Agreement.
- 8.2. Account Review – WFS will review user accounts accessing customer data on a regular basis. Frequency will be based on application risk and data classification. Inactive accounts will be deactivated following WorkForce Software policies and standards.
- 8.3. Separation of Duties - WFS's information system will use commercially reasonable efforts to enforce separation of duties through assigned access authorizations.
- 8.4. Least Privilege - The information system will use commercially reasonable efforts to enforce the most restrictive set of rights/privileges or accesses needed by users for the performance of specified tasks.
- 8.5. Need-to-know Only Principle - WFS will use commercially reasonable efforts to ensure that the use of data by end-users is based on the need-to-know only principle.

- 8.6. Password Use - All WFS users will be required to change passwords, avoiding re-using or cycling old passwords, and at regular intervals of 90 days or whenever there is any indication of possible system or password compromise. Users will be trained to keep passwords confidential. There will be no sharing of user accounts and passwords among employees, contractors, part-time and temporary workers.
 - 8.7. Unattended User Equipment - WFS's information system will provide mechanisms for locking sessions either user initiated or automatically controlled by locking the session after a maximum of 15 minutes of inactivity.
 - 8.8. Privileged Password Management - Privileged access for network, system or application functions in production system will be controlled and restricted to as few personnel as operationally feasible. Default password or other embedded security bypass mechanism from manufacturer will be changed or disabled.
- 9. Information Systems Acquisition, Development and Maintenance**
- 9.1. Continuous Monitoring - Information resources will be used to identify and maintain awareness of relevant technical vulnerabilities.
 - 9.2. Periodic Maintenance - WFS will schedule, perform, and document routine preventative maintenance on the components of the information system in accordance with manufacturer or vendor specifications and/or agreed to Customer requirements.
- 10. Information Security Incident Management**
- 10.1. Incident Response Procedures - WFS will develop, implement and maintain formal, documented procedures to facilitate the implementation of the incident response policy and associated incident response controls.
 - 10.2. Incident Response Notification - WFS will inform Customer of a security or privacy breach within 24 hours of confirmation of said breach.
- 11. Business Continuity Management**
- 11.1. Contingency Plan - WFS will have a contingency plan for the information system addressing contingency roles, responsibilities, assigned individuals, and activities associated with restoring the system after a disruption or failure.
 - 11.2. Contingency Planning Procedures - WFS will develop, implement and maintain formal, documented procedures for contingency planning and associated controls.

EXHIBIT D – PRIVACY COMMITMENTS

Our privacy program governs how we collect, use and manage customers' information – ensuring the confidentiality of Personally Identifiable Information stored and processed in our products, as well as protecting and securing that information.

Definitions

“Personally Identifiable Information” or “PII” means any information relating to an identified or identifiable natural person ("data subject"); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.

“Data Controller” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of processing of personal data. The customer is the Data Controller.

“Data Processor” means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller. WFS is the Data Processor.

1. **Notice**

Personally Identifiable Information stored and processed using our cloud-based products, such as WorkForce Suite and WFS Suite are uploaded and processed by the Customer, who owns all title, rights, and interest to that data. WorkForce Software does not collect or personal data for its own use in our cloud-based products.

Customers are responsible for complying with any regulations or laws that require providing notice, disclosure and/or obtaining consent prior to transferring the data to WorkForce Software for processing purposes. WorkForce Software is not responsible for providing notice, disclosure and/or obtaining consent prior to the customer transferring the data to WorkForce Software for processing.

2. **Choice**

WorkForce Software retains PII according to the timeframes set forth in the relevant Customer agreement. Individuals who would like to request that their personal data not be used for specific purposes or disclosed should contact the Customer. The customer is responsible for determining if opt-in or opt-out options are required for its employees.

3. **Accountability for Onward Transfer**

WorkForce Software processes Customer Data under the direction of its Customers, and has

no direct control or ownership of the PII it processes. WorkForce Software will not transfer PII to third-parties without first receiving written permission from the customer.

4. **Security**

WorkForce Software will take reasonable and appropriate measures to protect personal information from loss, misuse, and unauthorized access, disclosure, alteration and destruction, taking into due account the risks involved in the processing and the nature of the personal data.

5. **Data Integrity and Purpose Limitation**

In the normal course of using the WorkForce Software SaaS Service, Customers will input electronic data into the WorkForce Software systems ("Customer Data"). The use of information collected through our service shall be limited to the purpose of providing the service for which the Customer has engaged WorkForce Software. WorkForce Software may access Customer Data for the purposes of providing the Service, preventing or addressing service or technical problems, responding to support issues, responding to Customer's instructions or as may be required by law, in accordance with the relevant agreement between Customer and WorkForce Software.

WorkForce Software will not process PII in a way that is incompatible with the purposes for which it has been collected or subsequently authorized by the customer.

6. **Access**

Individuals who seek access or who seek to correct, amend or delete inaccurate data uploaded and maintained by the customer should contact the Customer. The customer is responsible for correcting, amending, or deleting that personal information where it is inaccurate. In some instances, the Customer may have enabled the individual to perform these updates themselves through the WorkForce Software cloud-based product. If the Customer requests WorkForce Software to modify or remove the data to comply with data protection regulations, WorkForce Software will respond to the Customer's request within 30 days.

WorkForce Software will refer any request for disclosure of personal data by a law enforcement authority to the Customer. WorkForce Software may, where it concludes that it is legally obligated to do so, disclose personal data to law enforcement or other government authorities. WorkForce Software will notify Customer of such request unless prohibited by law

7. **Recourse, Enforcement and Liability**

WorkForce holds its employees and agents accountable for maintaining the trust that our customers place in our company. WorkForce will conduct periodic assessments to validate

its continued adherence to this privacy policy.

In the case that WorkForce obtains knowledge of use or disclosure of information not in accordance with the Web Privacy Policy, WorkForce will take the following reasonable steps to stop the use or disclosure:

1. WorkForce Software will formally contact the relevant party and instruct them to stop using the data inappropriately and/or destroy the data. WorkForce Software will advise the relevant party on appropriate use and disclosure of information in accordance with the Privacy Policy.
2. If the relevant party continues to use or disclose the information inappropriately, WorkForce Software will take legal actions to prevent the continued misuse of information. WorkForce Software will also remove the information from its database to prevent further misuse.”

Any privacy disputes that arise between the customer and a customer employee must be resolved by the customer.

If you have any questions or concerns regarding these privacy commitments, please contact us.

Privacy Compliance Officer
WorkForce Software, LLC
38705 7 Mile Road, Suite 300
Livonia, MI 48152
Phone: 877.493.6723
Email: privacy@workforcesoftware.com

EXHIBIT E - WORKFORCE DATA RETENTION POLICY

WorkForce Software will retain only three (3) years of Customer Data in the SaaS environment. WFS Customers will be notified ninety (90) days prior to the data purge operation. If the Customer does not confirm acceptance of the data purge prior to the end of the ninety (90) days, WorkForce Software shall not purge the data and shall instead charge the Customer data storage fees according this policy but on a monthly basis, to be invoiced monthly in arrears. Customer shall be required to give thirty (30) days' written notice prior to terminating the data storage service herein. Options for Customers who desire to retain their historical data are listed below:

1. Customers may request from WorkForce Software a backup of their data prior to the purge operation, in a mutually agreed upon format and delivery method or a standard CSV formatted data dump which they may download and retain via SFTP no more than once per year at no cost.
2. Customers may elect to have WorkForce Software retain their data online in the SaaS environment for an incremental five percent (5%) per year of their annual SaaS subscription. For example, for years 1 to 3 the cost to the customer to store all production data is included in the standard SaaS fees. For each subsequent year the customer will pay an incremental five percent (5%) per year for additional data retained. Therefore, a customer for whom WorkForce Software retains 7 years of data will pay an additional 5% for year 4, 10% for year 5, 15% for year 6, 20% for year 7 over their standard SaaS fee.

EXHIBIT F – THIRD PARTY SERVICES

1. Definitions

- 1.1. “Regulatory Content and Data” means legal or regulatory content, reference materials, or data supplied by Third Party Content Vendors as a function of select optional Third Party Services.
- 1.2. “Third Party Content Vendors” means CCH Incorporated, its licensors and Affiliates, and any other firm which provides regulatory content, data or legal reference materials in the SaaS Service.
- 1.3. “Third Party Services” means term-based ancillary services provided by third parties which may involve internet or phone delivery including, but not limited to, the Regulatory Update Service, Compliance Portal, IVR, Text Messaging and Mobile Services and which, if ordered by Customer, will be included on an applicable Schedule. Third Party Services shall be governed by this Exhibit F.

2. Terms and Conditions

- 2.1. WFS shall provide access to the Third Party Services specified in the Schedules for the term specified and for the fees indicated. Any usage of the Subscription Service in excess of the amounts specified in the Schedules shall be billed to the Customer as incurred at 125% of the unit prices specified in the Schedule. Third Party Services are non-cancelable and non-refundable for the term specified. At the end of the term specified, the Third Party Services shall automatically renew for additional one-year periods unless either party provides written notice to the other at least sixty (60) days prior to the end of the then current term. The per-unit pricing during any such renewal term increase by 5% per year over the base prices listed in the Schedules for the relevant services in the immediately prior term. Customer may be required to use a compatible version of the SaaS Service to access the Third Party Services. Such use of the Third Party Services shall be restricted to Customer’s employees, contractors, and other authorized users and Customer shall take necessary steps to prevent unauthorized use of the Third Party Services by third parties using its passwords and shall be liable for any such unauthorized use.
- 2.2. Third Party Services, including the Leave Regulation Update Service, may involve services and materials provided by third parties (“Third Party Services” and “Third Party Providers” respectively) including legal and related content (the “Regulatory Content”). The Regulatory Content may be provided by the Third Party Providers and/or by WFS. Access to the Regulatory Content and Third Party Services may involve additional terms and conditions, which can be accessed via the web pages of the Third Party Providers. WFS will make commercially reasonable efforts to communicate any policies, requirements, or guidelines of those third parties to Customer. Customer agrees to be bound to such additional terms and conditions. ANY ACTUAL OR ALLEGED VIOLATION OF A THIRD PARTY POLICY, REQUIREMENT, OR GUIDELINE BY CUSTOMER MAY RESULT IN A TERMINATION OF SERVICE AND IS CUSTOMER’S RESPONSIBILITY.
- 2.3. Customer acknowledges that the Third Party Service may be subject to limitations, delays, and other problems which are beyond the control of WFS and that WFS shall have no liability for any delays, failures, or unavailability resulting from such problem. Notwithstanding anything else in this Agreement, in the event that a Third Party Service fails or is not available, WFS sole and exclusive liability of WFS in any way related to such unavailability of the Third Party Service will be to return the fees paid for the Third Party

Service for the period of time the service was unavailable. This Section survives the termination of the Agreement.

- 2.4. Notwithstanding anything else in the Agreement, including, but not limited to, claims for breach of confidentiality and data security, or Intellectual Property Right infringement, (a) WFS and Third Party Providers shall have no liability whatsoever for the Regulatory Content and Third Party Services and does not provide any warranties, (b) WFS assumes no responsibility regarding Customer Data used in any text messages as part of a Third Party Service. Customer understands that such data will not be encrypted, and agrees to not send Social Security numbers, national identification numbers, payroll information, or other data considered sensitive in nature via text messages, (c) the Regulatory Content and Third Party Services are the copyrighted materials of WFS, the Third Party Providers or its licensors and they exclusively reserve all rights and interests in such, and (d) THE THIRD PARTY PROVIDERS SHALL HAVE NO LIABILITY TO THE CUSTOMER, AND (e) THE REGULATORY CONTENT AND THIRD PARTY SERVICES ARE PROVIDED ON AN "AS, IS" BASIS AND WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND (f) THE THIRD PARTY PROVIDER AND WORKFORCE DISCLAIM ALL WARRANTIES WITH RESPECT TO THE REGULATORY CONTENT AND THIRD PARTY SERVICES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, UNINTERRUPTED USE, TITLE, QUIET ENJOYMENT AND INFORMATION COMPLETENESS, CURRENCY OR ACCURACY. TO THE EXTENT SUCH DISCLAIMER CONFLICTS WITH APPLICABLE LAW, THE SCOPE AND DURATION OF ANY APPLICABLE WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW. This Section survives the termination of the Agreement.
- 2.5. Access to the Compliance Portal (if ordered by Customer) may involve additional terms and conditions, which can be accessed via web pages from within the Compliance Portal. If Customer does not agree with such additional terms and conditions within thirty (30) days of delivery of the Compliance Portal, it may terminate the order for the Compliance Portal and WFS shall return all fees related to the Compliance Portal.

3. Additional Terms and Conditions – Text Messaging Services

- 3.1. WFS is not responsible for any fees incurred as a result of text messages received by Customer employees regardless of whether or not such employees authorize the use of the text messaging service. WFS shall not be responsible for the content of any text messages sent to Customer employees. Customer shall indemnify and hold harmless WFS against all employee claims resulting from Customer's use of the text messaging service.
- 3.2. Customer shall not attempt to use the Text Messaging Services to access or allow access to Emergency Services. WFS and the Third Party Provider disclaim all liability arising from such use. Neither WFS nor its Third Party Provider and representatives will be liable under any legal or equitable theory for any claim, damage, or loss arising from or relating to the inability to use the Text Messaging Services to contact emergency services. Customer shall ensure that the Text Messaging Services provided hereunder are used in accordance with all applicable laws, regulations and third party rights, as well as the terms of this Agreement, including the Third Party Provider's Acceptable Use Policy, which is hereby incorporated into this Agreement and any data protection statute, regulation, order or similar laws. Except as allowed by applicable law, with respect to any software provided to Customer hereunder, Customer will not reverse engineer, decompile, disassemble or otherwise create, attempt to create or derive, or permit or assist any third party to create or derive the source code of such software.

- 3.3. WITHOUT LIMITING WFS'S EXPRESS OBLIGATIONS HEREUNDER, WFS AND THE THIRD PARTY PROVIDER HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES RELATED TO THIRD-PARTY EQUIPMENT, MATERIAL, SERVICES, OR SOFTWARE. TEXT MESSAGING SERVICES AND PROPERTIES ARE PROVIDED "AS IS" TO THE FULLEST EXTENT PERMITTED BY LAW.
- 3.4. WFS and/or Third Party Providers exclusively own and reserve all right, title and interest in and to the Text Messaging Services and related materials provided by WFS or Third Party Provider. All terms and conditions contained within the Agreement related to ownership and confidentiality shall extend equally to the property and information of Third Party Providers.
- 3.5. EXCEPT FOR LIABILITY ARISING FROM VIOLATIONS OF SECTION 3.1, 3.2, OR SECTION 3.4 OF THIS EXHIBIT, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL WFS, CUSTOMER OR THIRD PARTY PROVIDERS BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST DATA, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES, EVEN IF SUCH PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- 3.6. EXCEPT AS DESCRIBED IN THIS SECTION 3.6, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL WFS OR THIRD PARTY PROVIDER BE LIABLE TO CUSTOMER FOR ANY DIRECT DAMAGES, COSTS, OR LIABILITIES IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER FOR THE TEXT MESSAGE SERVICES DURING THE TWELVE MONTHS PRECEDING THE INCIDENT OR CLAIM. THE FOREGOING LIMITATION WILL NOT APPLY TO EITHER PARTY'S OBLIGATIONS UNDER SECTION 3.4 OF THIS EXHIBIT.
- 3.7. THE PROVISIONS OF THIS EXHIBIT ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND THE PARTIES HAVE RELIED ON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

ATTACHMENT B
COST/COMPENSATION

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the total Contract amount specified herein unless by amendment.

Compensation/Terms of Payment: This is a Fixed Price Contract for **Time and Attendance** as set forth in the Statement of Work for the entire Contract term. The total cost of the Contract shall not exceed CA \$4,899,727.50 PF which includes \$265,440.00 of potential post implementation support for specific enhancements/configurations or modifications. Payment to Contractor shall be paid according to the following schedule:

Total Cost

Total cost for this contract is \$4,899,727.50.

Breakdown of the cost as follows:

Category	Cost
Managed Services (Implementation) – Year 1	\$ 1,327,200
Managed Services (Implementation) – Year 2	\$ 1,327,200
Software as a Service (SAAS) – Year 1	\$ 118,362.50
Software as a Service (SAAS) – Year 2	\$ 236,725.00
Software as a Service (SAAS) – Year 3	\$ 473,450
Software as a Service (SAAS) – Year 4 (Optional Renewal Year)	\$ 473,450
Software as a Service (SAAS) – Year 5 (Optional Renewal Year)	\$ 473,450
Education Services	\$ 60,450
On Site Labor Costs	\$ 144,000
Post Implementation Configuration/enhancements services (not to exceed)	\$265,440
Total	\$ 4,899,727.50

Deliverable Schedule and Amounts for:

1. PAYMENT TERMS

Invoices are to be submitted for services rendered, not more frequently than monthly. Invoices shall be submitted to the user agency/department to the ship-to address, unless otherwise directed in this Contract.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange as set forth in Section 2 below and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

If the County withholds any invoiced amount which it disputes in good faith, the County must pay all undisputed amounts on the invoice within the agreed payment period and promptly notify Contractor of the specific amount in dispute and the reasons why it disputes the amounts. Contractor and the County will work together in good faith to resolve any timely disputed amount in a prompt and mutually acceptable manner. If a disputed amount is not resolved within thirty (30) days after the original payment due date receipt, the parties will resolve such dispute as provided in Section 31 of the Additional Terms and Conditions. The County will pay any disputed amounts within ten (10) days after the dispute has been resolved.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse or issue credit to the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

2. PAYMENT— INVOICING INSTRUCTIONS

The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1, above
3. Name of County agency/department
4. Delivery/service address
5. Contract number **MA-003-20011379**
6. Date of services rendered

- 7. Service description, including number of hours and fraction thereof
- 8. Total

Fees and Schedule

The Managed Services Support Plan (MSSP) and associated obligations identified herein commence on the ^{CM}April 28, 202^{DE} and termina^{CM} April 27, 2022^{DE}. The MSSP Support Fees are invoiced prior to service delivery in four quarterly payments as identified in the table below and are due per the terms of the Contract. The quarterly periods shall be calculated to begin from April 28, 2020. ^{CM} ^{DE}

In the event of a termination of services under Paragraph K, Termination, Customer shall be billed on a time and materials basis at the hourly rate for Services (Resource Capacity/MSSP Yearly Amount) for any in-progress Milestone, not to exceed the amount attributed to each in-progress Milestone in the current, any previous or the following quarter.

Initial Two-Year Period

Year	MSSP Support Period	Annual Fee	Payment Due Dates	Targeted Milestones **
1	Year 1	\$1,327,200	End of Q1 - \$331,800	M00 - \$82,950 M01 - \$82,950 M02 - \$82,950 M03 - \$82,950
			End of Q2 - \$331,800	M04 - \$331,800
			End of Q3 - \$331,800	M05 - \$165,900 M06 - \$165,900
			End of Q4 - \$331,800	M07 - \$138,250 M08 - \$138,250 M09 - \$55,300
2	Year 2	\$1,327,200	End of Q1 - \$331,800	M10 - \$96,775 M11 - \$96,775 M12 - \$96,775 M13 - \$41,475
			End of Q2 - \$331,800	M14 - \$110,600 M15 - \$110,600 M16 - \$110,600
			End of Q3 - \$331,800	M17 - \$331,800

			End of Q4 - \$331,800	M18 - \$331,800
	Total	\$2,654,400		

**Detail on the Targeted milestones can be found in Attachment A, Statement of Work, Section 1.7 Project Phases, Milestones and Deliverables.

Holdback Clause

Prior to the start of a new quarter the Customer and the Contractor will meet to review the upcoming milestones and deliverable for the next quarter. At the end of the quarter the Customer and Contractor will verify that the deliverables have been completed. In the event that a deliverable was not completed the cost can be withheld as defined. Upon completion the amount withheld is due to the Contractor.

Incremental Services Fees

The Annual Fee in the tables above include a base Resource Capacity of 4.23 FTE except as defined in the ramp-up period under Resource Capacity in Attachment A, Part I, Section 3, Levels of Service. This is the minimum Resource Capacity for which Customer is committed throughout the initial three-year period.

With a minimum sixty (60) day written notice, Customer may increase or decrease the Resource Capacity in increments of 0.25 FTE per-calendar quarter with a maximum increase or decrease 0.5 FTE per quarter, provided that Customer may never reduce below the Resource Capacity of 1.5 FTE. The quarterly fee for each increment of 0.25 FTE is \$32,565 Incremental fees will be invoiced upon receipt of the written notice by WorkForce with payment terms per the Contract. Fees will continue to be invoiced quarterly until Customer provides notice to decrease the Resource Capacity.

On Site Labor

The Contractor will perform some services at the Customers location. The Contractor will abide by a On Site Labor budget of \$144,000 for the length of the implementation.

The Contractor has estimated the trips within the Project Timeline graphic in Attachment A, Part 1, Appendix B, Section 1.7 according to the Customer's budget. There are currently 18 trips planned. Each trip is planned to consist of up to 4 resources from the WorkForce. The mix of resources can include, but is not inclusive of a Project Manager, Functional Consultant, Integration Architect, and Technical Consultant. During the project, the project managers will review the project schedule and further refine the project on site labor schedule and mix of resources for each trip. The refinement of the project schedule will adhere to the project on site labor expenses budget unless mutually agreed through a project change order.

Tentative On Site Labor plan:

On Site Labor Week	Resources	Days onsite per resource	Estimate Cost
1	4	4	\$8,000
3	4	4	\$8,000
5	4	4	\$8,000
10	4	4	\$8,000
15	4	4	\$8,000
20	4	4	\$8,000
24	4	4	\$8,000
28	4	4	\$8,000
32	4	4	\$8,000
40	4	4	\$8,000
50	4	4	\$8,000
51	4	4	\$8,000
61	4	4	\$8,000
65	4	4	\$8,000
69	4	4	\$8,000
70	4	4	\$8,000
74	4	4	\$8,000
78	4	4	\$8,000
Totals	72	72	\$144,000

On Site Labor Fees and Schedule

Year	On Site Labor Costs	Payment Due Dates
1	Year 1	End of Q1 - \$32,000 End of Q2 - \$24,000 End of Q3 - \$16,000 End of Q4 - \$24,000
2	Year 2	End of Q1 - \$8,000 End of Q2 - \$40,000
Total		\$144,000

Training Fees and Schedule

Year	On Site Labor Costs	Payment Due Dates
1	Year 1	End of Q1 - \$15,750   End of Q2 - \$0 End of Q3 - \$0 End of Q4 - \$44,700  
2	Year 2	End of Q1 - \$0 End of Q2 - \$0 End of Q3 - \$0 End of Q4 - \$0
Total		\$60,450

Post Implementation Configuration/enhancements services

In the event the County requires changes or additions to the scope defined in Attachment C a Project Change Order (PCO) will be generated by the Contractor as defined in Attachment A, Statement of Work, Part 1, Appendix B, Section 1.3 Project Management using an hourly rate of \$165.15. The PCO will define the scope, amount, and payment terms. The funds available to the County will be \$265,440 and cannot exceed 1016 hours.

PART 2: Software As A Service (SAAS)
COST/COMPENSATION

This schedule ("Schedule") is made a part of the WorkForce Software SaaS Agreement dated   April 28, 2020 (the "Agreement") between WorkForce Software LLC ("WFS") and the "Customer" as defined herein.

Orange County Auditor
Customer: Controller
Address: 1770 N. Broadway
Santa Ana, CA 92706

Schedule
Effective Date: 4/28/2020  
Commencement Date: Upon Board Approval
Service Term: 3 years from Commencement Date, plus renewal for two (2) additional one (1) year terms.

Product Line	Service/Item Ordered	Description	Quantity	List Unit Price	Customer Discounted Unit Price	Extended Amount	Payment Terms
SaaS Bundles							

WT&A	1. WorkForce Time	Base Time and Attendance – Timesheets, Basic Schedules, Absences, Calculations, Period Processing.	18,000	\$60.00 PEPY	\$18.00 PEPY	\$324,000	<p>Minimum Amount Due: Year 1 \$118,362.50 / with additional Discount</p> <p>Minimum Amount Due: Year 2 \$236,725/yr. times</p>
WT&A	2. WorkForce Mobile Time and Attendance	Mobile access to key manager and employee functions	18,000	Included	Included	Included	<p>Minimum Amount Due: Years 3-5 \$473,450/yr. times 3 annual payments = \$1,420,350</p>
WT&A	3. WorkForce Advanced Scheduler	Job-based Scheduler, Skill and Constraint Scheduler, Event-based Scheduler, Call-out and Canvassing, Overtime Equalization	3,350	\$40.00 PEPY	\$7.00 PEPY	\$23,450	<p>Payments are due annually in advance, with the first payment invoiced on the Commencement Date.</p>
WT&A	4. WorkForce Absence Compliance Tracker	Leave Determination, Active case Management, Policy Compliance, Leave Regulation Update Service (United States and Canada)	18,000	\$24.00 PEPY	\$7.00 PEPY	\$126,000	<p>Overage Fees will be calculated for additional Active Employees in the Production Environment. WFS will invoice Customer quarterly in arrears for each</p>
WT&A	5. Report Authoring Tool	1 Named User	1	\$700.00 PNUPY	\$0.0 PNUPY	\$0	

							additional Active Employee. Plus Overage Fees, if any Invoiced on Schedule Effective Date.
	6. Third Party Services						
WT&A	7. Compliance Portal	Compliance Portal (United States)	18,000	Included	Included	Included	
	8. SUBTOTAL					\$473,450	
	9. Environment / Setup / Miscellaneous Fees						
WT&A	10. Environment Setup	Setup of production and additional environments	1	Included			
WT&A	11. Test Environment	Additional environment	1	Included			
WT&A	12. Development Environment	Additional Environment	1	Included			
WT&A	13. Environment Refreshes	Duplicate data between any environments	1 per year	N/C		\$0	
	Support Plan	Standard Support	1	N/C		\$0	

	AMOUNT DUE – FIRST YEAR					\$118,362 .50	
	TOTAL AMOUNT DUE: 1,775,437.50						

After Year 1, in the event of a termination of services under Paragraph K, Termination, any amounts that the County has prepaid for future SaaS Services that are to be delivered or performed after the date of termination shall be refunded to the County on a pro rata basis.

SaaS Definitions

PM = Per Month | PEPY = Per Employee Per Year | PIPY = Per Item Per Year | PNUPY = Per Named User Per Year | PMIN = Per Minute
PSEC = Per Second

1. Usage of the applications and extensions herein shall be measured by Active Employee unless specified otherwise. “Active Employee” or “Employee” means an employee, leased employee, contractor, or sub-contractor, or equipment that has employee records with an active status within the SaaS Service. All employees terminated within the Customer HRIS system shall retain an active status within the SaaS Service for a period of thirty (30) days or as otherwise set forth in the applicable Statement of Work. Such post-termination active status within the SaaS Service shall be for a period sufficient to account for the final, post-termination processing of employee data.
2. “Named User” is an individual authorized by Customer to use the particular application or service regardless of whether the individual is actively using the program or service at any given time.
3. The Report Authoring Seat and associated ability to view reports may only be used if the reports created or viewed contain data generated by the SaaS Service.
4. Although WFS may provide access to Customer to modules other than those subscribed to above, Customer may use only the modules of the SaaS Service specified in this Schedule.
5. One (1) Production Environment shall be provided in addition to any other non-Production Environments specified in this Schedule.
6. Customer Data will be hosted within the following region: United States
7. All capitalized terms used in this Schedule have the meanings set forth herein or as specified in the Agreement. Execution of this Schedule represents the acceptance by Customer and WFS of all terms set forth herein. Except as expressly set forth or modified herein, all terms of the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Schedule and of the Agreement, the terms of the Agreement shall control.