



**AMENDMENT ONE
TO
CONTRACT MA-003-20011379
FOR
TIME AND ATTENDANCE SYSTEM**

This Amendment One (“Amendment”) to Contract Number MA-003-20011379 for a web-based, vendor-hosted Time and Attendance system is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, acting on behalf of the Office of the Auditor-Controller (“County”) and WorkForce Software, LLC, with a place of business at 38705 Seven Mild Road, Suite 300, Livonia, MI 48152 (“Contractor”), with the County and Contractor sometimes referred to individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, the Parties entered into Contract MA-003-20011379 (“Contract”) for a web-based, vendor-hosted Time and Attendance System (“System”) effective April 28, 2020 through April 27, 2023, with the initial three-year term having a fixed Contract amount of \$3,952,828, and an option to renew for two additional one-year terms at \$473,450 per year for a five-year cumulative not-to-exceed amount of \$4,899,728.

WHEREAS, the Parties now desire to exercise the option to renew the Contract for one year effective April 28, 2023 through April 27, 2024, and to clarify, revise, amend certain terms of the Contract in order for County to use the most current version of the System, which is built on a multi-tenant service-based architecture developed and supported by global teams requiring the use of subcontractors as provided herein. County of Orange data will reside in the Continental U.S.

WHEREAS, the Parties additionally desire to amend Attachment A “Statement of Work” to add a post-implementation Managed Services Support Plan (“MSSP”) and training through April 27, 2024 at a fixed amount of \$345,000 thereby increasing the Contract’s five-year cumulative not-to-exceed amount to \$5,244,728.

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. Any terms and conditions currently within the Contract which do or would restrict Contractor’s ability to update and/or upgrade the System, including but not limited to an obligation to notify County prior to and/or obtain County’s consent prior to such update and/or upgrade, are deleted from the Contract.
2. County agrees that Contractor may utilize the subcontractors and/or affiliates set forth at <https://workforcesoftware.force.com/Countys/s/article/Third-parties-sub-processors-who-store-or-process-County-data> (the “Subcontractors”) in providing services to County, including by providing County’s data to such Subcontractors as necessary, and any terms and conditions within the Contract which do or would restrict Contractor’s ability to utilize the Subcontractors, including but not limited to an obligation to notify County prior to and/or obtain County’s consent prior to such use, are deleted from the Contract. County agrees that Contractor may update the list of Subcontractors set forth at the link above on occasion by providing thirty (30) days advanced written notice (including via electronic mail) to County. County may notify Contractor of its rejection, in writing, of any additional Subcontractors within thirty (30) days after such notification setting forth a reasonable basis for objection, in which case the Parties will make a good-faith effort to resolve County’s objection. If County does not notify Contractor of its rejection within thirty (30) days after notification, the changes made by Contractor shall be deemed accepted.

3. The Contract shall be renewed for one additional year, effective April 28, 2023 through April 27, 2024 at the fixed Contract amount of \$473,450. Accordingly, Contract page 17, Article 3 entitled "Term of Contract" shall be amended to read in its entirety as follows:

Term of Contract: This Contract shall commence on April 28, 2020 and continue in effect through April 27, 2024.

4. Contract Attachment A entitled "Statement of Work" will be modified to add a post-implementation Managed Services Support Plan ("MSSP") and training as described by Attachment A to this Amendment, to commence November 1, 2022 and continue in effect through April 27, 2024, with an additional fixed amount of \$345,000.
5. Contract Attachment B, page 110 of 118, entitled "Total Cost" will be updated to list the new Managed Services Support Plan with a cost of \$345,000 and a revised Contract Total of \$5,244,728.
6. All other terms and conditions of the Contract shall remain unchanged and continue with full force and effect.

[Signature page follows]

Contract Signature Page

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

CONTRACTOR*: WORKFORCE SOFTWARE, LLC

DocuSigned by:
Mike Morini
453E182C20CA4DE...

September 20, 2022
Date

Mike Morini

Print Name

CEO

Title

DocuSigned by:
Robert Feller
D949ACD7D=6E4FA...

September 20, 2022
Date

Robert Feller

Print Name

CFO

Title

***If the contracting Party is a corporation, (2) two signatures are required as further set forth in this paragraph.**

The first signature shall be: (a) the Chairman of the Board; (b) the President; or (c) any Vice President.

The second signature shall be: (a) the Secretary; or (b) any Assistant Secretary; or (c) the Chief Financial Officer; or (d) any Assistant Treasurer.

.....
COUNTY OF ORANGE
A political subdivision of the State of California

Signature

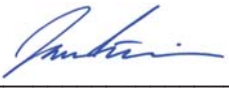
Date

Print Name

Title

Approved by Board of Supervisors on

**Approved as to form
Office of the County Counsel
Orange County, California**

By  Date 9/20/2022
Deputy County Counsel

**Attachment A -Addon
WorkForce Application Managed Services Support Plan (“MSSP”)
Scope of Work**

1. Definitions

This section defines specific terms used within this document and when capitalized shall have the meaning as defined below. Terms not defined herein shall have the meaning set forth in the Contract.

- 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, Memorial Day, Independence Day, Labor 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 3a and 3b below (Service Conditions).

2. 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)

Service	Description
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 8:00 am and 5:00 pm Pacific Time (“Business Hours”)
Resource Capacity	<p>Configuration Management Service Support is subject to a total capacity constraint (“Resource Capacity”) of 0.50 FTE.</p> <p>Customer has the ability to shift up to 30% of the quarterly capacity to the immediate previous or future quarter.</p>
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.
Reporting	WorkForce will provide a monthly Resource Capacity report which includes the FTE capacity utilized during the month.

2.1. 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 SOW. Notwithstanding anything to the contrary contained within the Contract to the contrary, this Application Managed Services Statement of Work 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 9. 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 8.
- f) All travel approved by Customer will be invoiced monthly according to the terms and conditions of the Contract in addition to the MSSP Support Fees payable under this SOW.
- g) All communication with WFS consultants will be conducted in English. Documentation produced by WFS or to be reviewed by WFS will be in English.

3. 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 SOW. Any work requested by Customer that is outside of the Scope can only be performed under the terms of this SOW through a corresponding Project Change Order.

3.1. 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:

- FTE towards specialized skills that are not listed in Section 6: WorkForce Roles & Responsibilities (e.g. Senior Project Managers, Database Administrators, Network Administrators, Performance Tuning Experts.)
- Implementation of additional WorkForce Software product modules, not already purchased
- Support outside of Business Hours, except for work at mutually agreed times
- Any work activities not listed within scope below

3.2. 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
- OC and WFS team 1:1 structured review of any planned or current configuration changes will be arranged as needed. 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.

3.3. 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 and walk through the changes with the customer in the customer's development environment. The walk through will provide mentoring and training for Orange County team.
- 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

- 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.

4. Start-up Activities

The first twenty (20) 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.

5. Services Locations and Environments

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

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

6. Roles and Responsibilities

6.1. Customer Roles and Responsibilities

Customer is solely responsible to ensure Related Systems (as defined in the SaaS Agreement) 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 SOW 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 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 SOW. 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.
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 approved changes; provides the expertise necessary to create the necessary test plans, and conducts testing, validation, and acceptance of any changes to the SaaS Service. This role is also responsible for test plan creation, development, execution and delivery to WorkForce Software, and coordination and completion of testing activities.
IT Systems Experts	These individuals are responsible for addressing any issues related to Customer owned and operated IT systems that impact the SaaS 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 SaaS Service.

Role(s)	Responsibilities
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.

6.2. WorkForce Roles and Responsibilities

WorkForce shall support the SaaS Service under the terms of the Support Plan. However, any changes required to the configuration are maintained and supported through the terms of this SOW. 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 Support Plan. WorkForce will provide resources to support the following roles at various points.

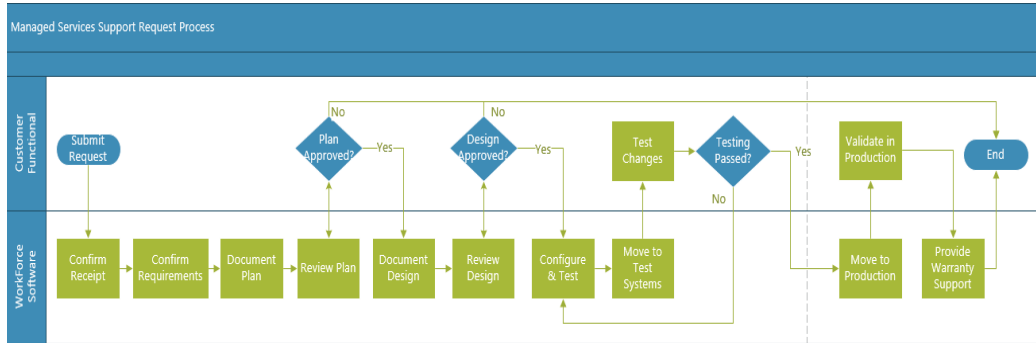
Role(s)	Responsibilities
Managed Services Manager	Responsible and accountable for the execution of the work performed under the MSSP. Primary contact for all MSS activities. Coordinates and manages the activities of the WorkForce MSS Team and measures, tracks, and evaluates progress against plans.
Functional 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.

7. 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 SOW is 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 (30) calendar days of receipt of the monthly Status Report. WorkForce will address all the deficiencies documented, or mutually agree with Customer to alternative actions.

8. 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. County of Orange Team will also assist with packaging the configuration and migration to the test environment.
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.

9. Fees and Schedule

The MSSP and associated obligations identified herein commence on November 1, 2022 through April 27, 2024. 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.

In the event of a termination of services Customer shall be billed on a time and materials basis at the hourly rate for Services (Resource Capacity/MSSP Yearly Amount) performed on any Customer approved activity beyond the capacity already paid. Such time and materials rate shall be charged to the date of termination at the rate of \$200.

Cost Breakdown

Year	MSSP Support Period	Amount	Payment Due Dates
Year 1	November 1, 2022 to April 27, 2023	\$105,000	November 1 st : \$52,500 February 1 st : \$52,500
Year 2	April 28, 2023 to April 27, 2024	\$210,000	April 28 \$52,500 August 28 \$52,500 November 28: \$52,500 February 28: \$52,500
As Needed	Educational Services	\$30,000	November 1, 2022 – April 28, 2024
Total		\$345,000	

Decrease in Customer's Demand of Services

With a minimum sixty (60) day written notice, Customer has the ability to decrease the Resource Capacity (Section 3) in the contract after year one (1) if the actual volume of Customer's needs decrease below the expected volume outlined in this Agreement.

Incremental Services Fees

The Annual Fee in the tables above include a base Resource Capacity of 0.50 FTE, except as defined in the ramp-up period under Resource Capacity in Section 3 herein. This is the minimum Resource Capacity for which Customer is committed throughout the renewal 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 0.50 FTE per quarter, provided that Customer may never reduce below the base Resource Capacity of 0.50 FTE. The quarterly fee for

each increment of 0.25 FTE is \$26,250. 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.

Attachment B