SYSTEM AGREEMENT
BETWEEN

SANTA BARBARA COUNTY
AND

HIGH LINE CORPORATION

FOR A HUMAN RESOURCES MANAGEMENT SYSTEM

DATED November 27, 2007

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Exhibit A (Purchase Prices);

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SYSTEM AGREEMENT

This System Agreement and Exhibits hereto (together referred to herein as the "Agreement") is entered into as of the 20th day of November, 2007 (the "Effective Date"), by and between the County of Santa Barbara, California ("County"), and High Line Corporation, an Ontario corporation, (hereinafter referred to as "Contractor", as described further below).

RECITALS

WHEREAS, County evaluated Contractor's Response to County's Request for Proposals and County identified Contractor as the selected contractor for its System;

WHEREAS, Contractor desires to enter into an agreement with County to meet the needs of County for the System; and

WHEREAS, County and Contractor have agreed that the terms and conditions of this Agreement shall govern Contractor's furnishing to County the System.

THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants as set forth below, the parties agree as follows:

1. Definitions

The following terms as used throughout this Agreement and Exhibits shall have the meanings as set forth below.

1.1 "Acceptance": A Notice from County to Contractor that a Deliverable, Service, System Module, or the entire System has conformed to its applicable Acceptance Test Plan in accordance with the process described in Sections7.3-7.6 of the Agreement.

1.2 "Acceptance Criteria": The Specifications against which each Deliverable and the System shall be evaluated in accordance with Section 7.3 -7.6 of the Agreement and County's satisfaction for Services that are not subsumed in a Deliverable. Acceptance Criteria are contained in Exhibits G and H.

1.3 "Application Software": The Proprietary Software, Custom Software, and Third-Party Software licensed or sublicensed to County from Contractor in association with the System.

1.4 "Acceptance Tests": The tests that are performed by County in accordance with the Acceptance Test Procedures Document to demonstrate that there are no Deficiencies in the System Module being tested and that must be satisfied before Acceptance can occur as set forth in Section 7.3- Section 7.6 of the Agreement.

1.5 "Acceptance Test Procedures Document": The document developed by Contractor and County to determine whether the System is performing its Functions in conformity with its Specifications and which is attached as Exhibit H.

1.5 (a) "**Base System**": The Contractor's current version of the System as demonstrated to the County during Contractor's proposal evaluation.

1.6 "Certification": Contractor's notice to County that Contractor has, as applicable: completed a Deliverable in accordance with its applicable Acceptance Criteria (i.e., in accordance with the applicable Acceptance Test Procedures Document); or pre-tested the System or a System Module for compliance with the Specifications, and confirmed the Deliverable, including, without limitation, the System or a System Module, is ready for applicable Acceptance Tests.

1.7 "Change Order": A written form, in response to a Change Request, that is mutually agreed to in writing by County and Contractor, that modifies, deletes or adds to the Deliverables or Services, in whole or in part, and that is made in accordance with the terms of Section 15 of the Agreement.

1.8 "Change Request": A written form used to modify, delete or add to the Deliverables or Services, in whole or in part, made in accordance with the terms of Section 15 of the Agreement.

1.9 "Charges": The amount(s) to be paid for reasonable travel and out of pocket expenses incurred for installation and Training visits to County as authorized under this Agreement, in whole or in part, as described in Exhibit A (Purchase Prices).

1.10 "Confidential Information": Various trade secrets and information of each party that either Contractor or County desires to protect against unrestricted disclosure, including, without limitation, with respect to Contractor: the Contractor Technology; with respect to County: County non-publicly available Data; nonpublic Specifications; any nonpublic information or documentation concerning either party's business or future products or plans that are learned by the other party during the performance of this Agreement; and information that is designated as confidential by the disclosing party and, subject to Section 18.1.2 of the Agreement, that may be exempt from disclosure to the public or other unauthorized persons under either State or federal statutes. The following are also hereby designated County Confidential Information: all data relating to County clients and employees, including but not limited to names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, and law enforcement records; all data accessed through the process of performing the requirements of this Agreement; and such other Confidential Information as is described in this definition.

1.11 "Configuration(s)": Set up and customization of the System in accordance with the Specifications, including, but not limited to: tables, schema (i.e., the program language with processes and business logic), Functions, features, operations, data entry screens and reports for the Application Software produced by Contractor.

1.12 "Contractor": High Line Corporation, an Ontario corporation registered to do business in the United States.

1.13 "Contractor Account Manager": The individual chosen by Contractor and approved by County with management responsibilities for Contractor, as described in Section 4.2 of the Agreement.

1.14 "Contractor Technology": Intellectual property owned by Contractor (including modifications, Enhancements or improvements to such intellectual property developed hereunder), including Contractor's proprietary methodologies, project management and other tools, deliverable examples, procedures, processes, techniques, data models, templates, general purpose consulting and software tools, utilities, and routines; the Proprietary Software; and Contractor's Confidential Information.

1.15 "Conversion": The Services performed by Contractor to provide conversion tools to County and to train County on the use of the conversion tools for purposes of converting historical and other Data for Processing by the System as described in Exhibit G.

1.16 "Converted Data": The Data that has been successfully converted by County for Processing by the System:

1.17 "County Project Director": The County Human Resources Director or designee, who will be responsible for financial and contractual matters regarding the Agreement, including but not limited to, the person to whom County signature authority has been delegated in writing. The term includes, except as otherwise provided herein, an authorized representative of the Project Director acting within the limits of his or her authority.

1.18 "County Project Manager": The person designated by County to be responsible for day-to-day management of County resources for the Project and monitoring the status of Contractor's performance under the Agreement.

1.19. "Critical Events": The events and Deliverables listed as such in Exhibit B which, once completed, trigger milestone payments.

1.20 "Custom Software": The modifications and changes to the Contractor's Base System, including without limitation the Configurations and Interfaces, designed, developed or produced by Contractor under the Agreement.

1.21 "Data": County's sample data base provided to Contractor for purposes of constructing the System, as well as County records, files, forms, data and other documents, including but not limited to Converted Data.

1.22 "Date/Time Compliance Warranty": The warranty provided in Section 11.3 of this Agreement.

1.23 "Days": Calendar days, unless otherwise indicated.

1.24 "Deficiency": A failure of a Deliverable or an omission, defect or deficiency in a Deliverable, which causes it not to conform to its Specifications.

1.25 "Deliverables": Contractor's products which result from the Services and which are prepared for County (either independently or in concert with County or third parties) during the course of Contractor's performance under this Agreement, including, without limitation, deliverables which are described in the Project Schedule, Exhibit G, in Change Orders, the RFP and Response, as well as all designs, structures, and models developed in the course of rendering the Services and incorporated into such products. The interpretation of a Deliverable shall be consistent with Sections 7.10 and 22.7.

1.26 "Delivery Date(s)": The dates described in the Project Schedule, attached to Exhibit G for the delivery of the Deliverables and Services to County.

1.27 "Dispute Resolution": The process for resolving disputes as described in Section 14 of the Agreement.

1.28 "Documentation": All operations, technical and User manuals and release notes used in conjunction with the System, in whole and in part, including without limitation manuals provided by licensors of the Application Software.

1.29 "Effective Date": The date of execution of the Agreement by County as evidenced by the Board of Supervisor's approval of the Agreement.

1.30 "Enhancements": All releases that are made in common to the System that include error corrections; major releases of System that contain enhancements and improvements, such as new databases, improvements to existing System capabilities, database modifications, and efficiency improvements to existing System processes, functions, and capabilities; but does not include new product releases that offer entirely new capabilities that are not available in the current release of the System.

1.31 "Equipment": The computer hardware on which the System shall operate following its delivery, all operating system software and relational database management systems for use with the System, and telecommunications facilities and services as listed in Exhibit I.

1.32 "Final Acceptance": Acceptance of the System following successful completion of the System Acceptance Tests.

1.33 "Function(s)": A discrete capability of the System as described in the Specifications and Exhibit G.

1.34 "Go Live": The event that occurs when the System-Phase I, and subsequently System Phase II, is first placed into operational use.

1.35 " "Holdback": The payment amounts held back by County from each Deliverable Purchase Price, as described in Exhibit B.

1.36 "Implementation": The process for making the System fully Operational at the County Site for Processing the Data in County's normal business operations. Implementation shall be completed when Contractor has completed all of the tasks identified in Exhibit G and the County has given Final Acceptance for the System.

1.37 "Interfaces": Custom System Components that are configured by Contractor and/or County for transmitting Data between the System and other systems, and for completing certain reports and other Functions as described in the Statement of Work, and the RFP and Response .

1.38 "Key Staff": Contractor's key personnel listed on Exhibit J.

1.39 "**License**" means the license to use the Proprietary Software as provided for in Exhibit C.

1.40 "Maintenance": Services that will be performed by Contractor following Final Acceptance and which are described in the Agreement and Exhibit F.

1.41 "Maximum Amount": The maximum amount payable by County to Contractor under this Agreement, which is shown on Exhibit A (Purchase Prices).

1.42 "Notice": A written document given by a party to the other in accordance with Section 22.23.1.

1.43 "Object Code": The compiled Source Code version of a System Module loaded into a computer's memory to enable it to perform a System function.

1.44 "Operational": The condition when the System is totally functional in accordance with the Specifications and usable for its purposes in the daily operations of County, and all of the Data has been loaded into the System and is available for use by County.

1.45 "Performance Standards": The standards to which the System and Contractor shall perform during System Cutover to Operational Use, and thereafter, as described in the Acceptance Test Procedures Document (Exhibit H).

1.46 "Phase I": Implementation of the following System Modules which will provide County with the essential elements of the Human Resources Management System: Foundation; Salary Administration; Payroll; Benefits; Attendance; Basic Workflow; Training & Development; and Recruitment.

1.47 "Phase II": Implementation of the following System Modules which will enhance the functionality of the essential elements of the Base System and will provide advanced features: Training & Development; Labor Relations; Forecasting and Costing; Recruiting (Job Profiles); and Employee/Manager Self-Service. County also may include modules for Safety & Health and certain aspects of Time Scheduling.

1.48 "Processing": The operation by the System residing on the Equipment of logical operations and calculations on the Data.

1.49 "Project": The planned undertakings regarding the activities during the Agreement.

1.50 "Project Schedule": The overall plan of activities for the Project, and the delineation of tasks, activities and events to be performed and Deliverables to be produced with regard to the Project as set forth in the Statement of Work (Initial Project Schedule) and updated in accordance with Section 7.2 of the Agreement. The Initial Project Schedule shall be incorporated herein as part of this Agreement, and upon Acceptance by County each revised Project Schedule shall be incorporated as part of the Agreement.

1.51 "Property": all County Equipment and other County real and personal property, including the County's sample database.

1.52 "Proprietary Software": All computer programs which were developed and owned by Contractor or Subcontractors or which are developed during the term of this

Agreement by Contractor Project Staff in performing work that is for the County, and any modifications thereof and Derivative Works based therein, and the documentation used to describe, maintain and use such Proprietary Software, including but not limited to the software described in Exhibits A and C, all Custom Software and all Enhancements.

1.53 "Purchase Price(s)": The price(s) for the purchase of each Deliverable, in whole or in part, as described in Exhibit A.

1.54 "Report(s)": Documents provided by Contractor to County regarding Project activities, events and Services provided.

1.55 "Response": Contractor's response to the RFP, dated March 2, 2007, and information provided by Contractor at demonstrations and oral presentations and in its final pricing proposal which is included as part of Exhibit L.

1.56 "Schedule": The dates described in the Project Schedule for deadlines for performance of Services and other Project events and activities.

1.57 "Self-Help Code": Any back door, time bomb, drop dead device, or other computer software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than a licensee of the Software. Self-Help Code does not include software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g., remote access via modem) solely for purposes of Maintenance or technical support.

1.58 "Services": The tasks and services to be performed by Contractor on the Project, as described in the Agreement, including without limitation Project management, production and delivery of the Deliverables, assistance with Conversion, Implementation, Training, Warranty Services, Operations, Support, and Maintenance.

1.59 "Site(s)": The location(s) at County facilities of Equipment and System Modules, as agreed to by County and the Contractor.

1.60 "Software": The System, the Configuration, and all Enhancements thereto all in Source Code and Object Code formats. Enhancements provided by Contractor prior to completion of the Project and during Operations, Support, and Maintenance shall be included as part of the Software.

1.61 "Source Code": The series of instructions and statements written by a computer programmer that are converted into computer language by compilers, assemblers or interpreters to direct the computer to perform its functions.

1.62 "Specifications": The technical and other written specifications that define the requirements for the System, including the Statement of Work (Exhibit G) and its attachments and the RFP and Response. The Specifications are, by this reference, made a part of this Agreement, as though completely set forth herein.

1.63 "Staff": Contractor's employees, Subcontractors and agents who shall provided the Services on behalf of contractor.

1.64 **"State":** The State of California.

1.65 **"Statement of Work":** The lists of tasks and responsibilities that must be completed by County and Contractor in order to implement Phase I of the System as described in Exhibit G, and which will be developed for Phase II of the System Implementation after Phase I Go Live.

1.66 **"Subcontractor":** A person, partnership, or company, not in the employment of or owned by Contractor, which is performing Services under this Agreement under a separate Agreement with or on behalf of Contractor.

1.67 **“Support”:** The technical and customer support Services which are performed during the Warranty Period as described in Section 12 of the Agreement and pursuant to the Support and Maintenance Agreement set forth in Exhibit F.

1.68 “**Support and Maintenance Agreement**” means a then current annual maintenance and support agreement between County and Contractor, the initial and current version of which is set out in Exhibit F.

1.69 **"System":** The complete collection of all Application Software integrated and functioning together with the Data in accordance with the applicable Specifications on the Equipment.

1.70 **"System Acceptance Tests":** The Acceptance Tests defined in Section 7 of the Agreement, and in Exhibits G and H.

1.71 **"System Module":** A separate, yet complete, sub-function or capability of the System that is self-contained and described as such in the Specifications.

1.72 **"System Failure":** The time during which the System is not performing its business operations or Functions in accordance with the Specifications, Statement of Work, or Acceptance Test Procedures Document, as a result of reasons other than System misuse by County or Equipment failure. System Failure begins when County notifies Contractor that the System fails to be Operational. System Failure continues until County determines the System has been returned to Operational status in accordance with the Specifications, Statement of Work, or Acceptance Test Procedures Document.

1.73 **"Third-Party Software":** Software that is developed by third parties (not including Subcontractors) and generally distributed for commercial use, and not specifically designed or developed for County, including without limitation operating system software, tools, utilities, database management systems, and commercial-off-the-shelf software. Third-Party Software Licenses necessary for the System are included as Exhibits D and E of this Agreement.

1.74 **"Training":** The training Services to be provided by Contractor to County, as described in the Training Plan included in Exhibit G, and any Training Deliverable.

1.75 **"Unauthorized Code":** Any virus, Trojan horse, worm or other software routines or equipment components designed to permit unauthorized access to disable, erase, or otherwise harm Software, Equipment, or Data or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code.

1.76 "User(s)": Parties who will have use of and access to the System.

1.77 "Warranty Period": The 180 Days following Phase I Go Live .

1.78 "Warranty Services": the Services to be provided to County by Contractor during the Warranty Period as described in Section 11.

2. Term: The term shall begin on the Effective Date and shall continue until terminated by either party in accordance with the termination provisions of this Agreement. In addition, Contractor shall provide the Support and Maintenance Services pursuant to the terms set out in Exhibit F.

3. Financial Matters

3.1 Purchase Prices

Except as otherwise provided herein and subject to County's receipt of a correct invoice, County shall pay Contractor the fixed Purchase Price for each Deliverable as described in Exhibit A (Purchase Prices) and in accordance with the Payment Schedule (Exhibit B) .

3.2 Charges

Except as otherwise provided herein and upon County's receipt of a correct invoice, County shall pay the undisputed Charges for the Services which are not included in the Purchase Prices and which are described in Exhibit A within 30 Days of receipt of such an invoice for Services provided in the previous months.

3.3 Maximum Amount

The Maximum Amount payable under the terms of this Agreement shall be as set forth in Exhibit A (Purchase Prices), subject to any modifications in price arrived at through the Change Order process.

3.4 Transportation and Insurance Charges

Contractor shall pay the costs associated with transportation, delivery and insurance for each Deliverable, if any.

3.5 Taxes

County shall pay Contractor for any sales or use taxes imposed on the Services and/or Deliverables if County receives an invoice from Contractor for such taxes within one year of the due date. Contractor must pay all other applicable taxes including, but not limited to, taxes based on Contractor's income or revenue or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title.

3.6 Invoices

Contractor shall submit correct invoices to the County Project Manager during the Project and during Support and Maintenance for all Charges, Purchase Prices and other amounts to be paid by County hereunder. All invoices submitted must meet with the approval of the County Project Manager. Contractor shall only submit invoices for Services or Deliverables as permitted by this Section 3.6 of the Agreement. County will return incorrect or incomplete invoices to Contractor for correction and reissue. The Agreement and purchase order number must appear on all invoices, bills of lading, packages, and correspondence relating to this Agreement. Invoices must reference this Agreement and provide detailed information and in a format as requested by County, including without limitation:

3.6.1 Contractor name, address, telephone number and federal tax identification number;

3.6.2 An itemization of each Deliverable;

3.6.3. The Deliverable for which payment is sought and the Acceptance date triggering payment;

3.6.4. Applicable Purchase Prices and Charges;

3.6.5 Date of delivery and/or date of installation, as applicable;

3.6.6 Any other Project costs with a detailed, itemization of such costs, if applicable;

3.6.7 Sales or use taxes, if applicable;

3.6.8 Credits, if any; and

3.6.9 Total amount due.

3.7 Funding

3.7.1 The parties acknowledge and agree that this Agreement is dependent upon the availability of County funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County government for the Agreement, or is not allocated or allotted to County by the County government for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the Notice, will cease and terminate.

3.7.2. If funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced by the County government for the Agreement, or is not allocated or allotted in full to County by the County government for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement as provided in Section 21.6. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed, with Contractor's Charges for such Services and Purchase Prices for associated Deliverables determined in accordance with those in Exhibit A. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs in accordance with the terms of Section 21.6.3 and Section 21.8. Any obligation to pay by County will not extend beyond the end of County's then-current funding period, except as otherwise provided in Section 21.6 and Section 21.8.

3.7.3 Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.

3.8 Most Favored Customer

Contractor agrees all the prices, terms, rates, warranties, and benefits granted by Contractor are comparable to or better than the terms, prices, warranties and benefits being offered by Contractor to any present customer meeting similar qualifications or requirements as County.

3.9 Overpayments to Contractor

Contractor shall promptly, but in all cases within 30 Days, pay to County the full amount of any erroneous payment or overpayment upon Notice by County of an erroneous payment or overpayment to which Contractor is not entitled, unless the amounts are in dispute. If Contractor fails to make such a timely refund after receipt of such Notice, County may charge Contractor one percent (1 %) per month on the amount due until paid in full.

3.10 Advance Payments Prohibited

No advance payment shall be made for goods or Services furnished by Contractor pursuant to this Agreement.

3.11 Credits

Any credits due County under this Agreement, which have been agreed to by Contractor, may be applied against Contractor's invoices with appropriate information attached, upon giving of Notice required herein, if any, by County to Contractor.

3.12 No Increases

Contractor shall not increase the Maximum Amount due from County under Exhibit A for all Services, Deliverables, and for the Purchase Prices during the term of this Agreement, except as provided through the Change Order process.

4. Project Management

4.1 Reports and Meetings

4.1.1 Contractor shall produce the Reports and the parties shall participate in the meetings, as described in Exhibit G, in person, or by telephone conference call, videoconference, and/or web conference. All Reports shall be produced in formats approved by County and Contractor both acting reasonably and delivered in accordance with the Schedule and the terms of this Agreement.

4.1.2 Regularly, as scheduled, the Contractor Account Manager and other identified Key Staff shall hold status meetings with the County Project Manager and other members of County's Project team during the Project. These status meetings shall follow a preset agenda jointly prepared by the Contractor Account Manager and County Project Manager, but will also allow both Contractor and County to discuss other issues that may concern either party. Contractor shall provide written status Reports as agreed upon during the Implementation Planning Session. Contractor's proposed format and level of detail for the status Reports shall be subject to County's approval. In addition, the Contractor Account Manager will provide the initial Project Schedule in Microsoft Excel format, and County subsequently shall assume responsibility for updating the Project Schedule as needed.

4.1.3 As reasonably requested by County, the Contractor Account Manager shall assist the County Project Manager in preparing and shall prepare special Reports and presentations related to the Project management. The Contractor Account Manager shall also provide or produce such Reports or information as are reasonably requested by the County Project Manager regarding the Project.

4.2 Contractor Account Manager

4.2.1 Contractor shall assign to the Project a Contractor Account Manager of a management level sufficient to assure timely responses from all Contractor personnel and whose resume and qualifications will be reviewed and approved by County prior to his or her appointment as Contractor Account Manager. The approval process may include, at County's discretion, an interview with the proposed Contractor Account Manager. County will not unreasonably delay or deny approval of the Contractor Account Manager. The Contractor Account Manager shall be responsible for acting as a liaison with the County Project Manager.

4.2.2 Contractor agrees and represents that the Contractor Account Manager shall be fully qualified to perform the tasks required of that position under this Agreement. The Contractor Account Manager shall function as Contractor's authorized representative for all management and administrative matters not inconsistent with the provisions contained herein. The Contractor Account Manager shall be able to make binding decisions pursuant to this Agreement for Contractor. The Contractor Account Manager or other substitute management personnel for Contractor shall be at the Site at dates and times agreed to by the parties.

4.2.3 The Contractor Account Manager shall not be changed from the person identified in Exhibit J, except as provided in Section 4.3.2. If the Contractor Account Manager is removed or replaced, Contractor will promptly provide Notice to County, submit a resume, and obtain approval of the replacement Contractor Account Manager from County, prior to his or her beginning work on the Project.

4.2.4 Any written commitment by the Contractor Account Manager and persons designated by him or her in writing for this purpose, within the scope of this Agreement, shall be binding upon Contractor. Notwithstanding the foregoing, only the Contractor’s CEO shall have the legal authority to make any legally binding commitments which amount to an amendment to this Agreement or any Exhibit.

4.3 Contractor Staff.

4.3.1 Contractor shall have provided to County an organization chart of Contractor's Staff, including names of Key Staff for the Project and positions during Operations, Support, and Maintenance. Contractor shall also provide to County job descriptions for Key Staff positions.

4.3.2 Except in the case of a legally required leave of absence, sickness, death, termination of employment or unpaid leave of absence, Key Staff shall not be changed during the Project from the people who are described in Exhibit J of this Agreement and until Final Acceptance of the System, unless mutually agreed upon by the County and Contractor. During the term of the Agreement, County reserves the right to approve or disapprove Contractor's and any Subcontractor's Key Staff assigned to this Agreement, to approve or disapprove any proposed changes in Key Staff, or to require the removal or reassignment of any Contractor or Subcontractor staff found unacceptable by County, which approvals will not be unreasonably withheld or delayed. Contractor shall provide County with a resume of any member of its Key Staff or a Subcontractor's Key Staff assigned to or proposed to be assigned to any aspect of the performance of this Agreement prior to commencing any Services.

4.3.3 All Staff proposed by Contractor as replacements for other Staff shall have comparable or greater skills for performing the activities as performed by the Staff being replaced.

4.3.4 Contractor assumes sole and full responsibility for its acts and the acts of its personnel. Contractor understands and agrees that County does not assume liability for the actions of Contractor's Subcontractors or agents. Contractor agrees that it has no right to indemnification or contribution from County for any judgments rendered against Contractor, its Subcontractors or agents.

4.3.5 Contractor agrees that any claim on behalf of any person arising out of employment or alleged employment by Contractor (including, but not limited to, claims of discrimination against Contractor, its officers, or its agents) are the sole responsibility of Contractor and are not the responsibility of County. Contractor will indemnify and hold County harmless from any and all such claims asserted against County. Any person who alleges a claim arising out of employment or alleged employment by Contractor will not be entitled to any compensation, rights, or benefits from County (including, but not limited to, tenure rights, medical and hospital care, sick and annual/vacation leave, severance pay, or retirement benefits).

4.4 County Project Manager

The Contractor Account Manager's primary point of contact in matters of Project management shall be the County Project Manager. The County Project Manager or his or her designee or successor will manage this Agreement on behalf of County and will be the principal point of contact for the Contractor concerning Contractor's performance under this Agreement. The County Project Manager shall manage the County's Project staff and shall use his best efforts to ensure that, except in the case of a legally required leave of absence, sickness, death, termination of employment or unpaid leave of absence, County Project staff shall not be changed during the Project from the people described in Exhibit J of this Agreement and until Final Acceptance of the System, unless mutually agreed upon by the County and Contractor.

4.5 Reference Checks

Due to the confidential nature of the information and materials that will be accessible to Contractor, County may conduct a reference check on the Contractor Staff who will be providing the Services and will have access to County data or facilities. County reserves the right in its sole discretion to reject any proposed Project Staff as set out in Section 4.3.2 based on its findings.

4.6 Records Retention and Access Requirements

4.6.1 Contractor shall agree to the conditions of all applicable County, State and federal regulations, which are incorporated herein, regarding retention and access requirements relating to all financial and programmatic records, supporting documents, statistical records, and other records of this Agreement. In addition, Contractor shall agree to the terms set forth below regarding retention of records and access for County, State and federal government officials.

4.6.2 Contractor and its Subcontractors shall maintain original books, records, documents and other evidence that sufficiently and properly reflects the accuracy of amounts billed to County during the performance of this Agreement and shall retain all such records for seven years from the date of payment. Records involving matters in litigation related to this Agreement shall be kept for one (1) year following the termination of litigation, including all appeals if the litigation has not terminated within six (6) years from the date of expiration or termination of this Agreement.

4.6.3 All such records shall be subject at reasonable times and upon prior Notice to examination, inspection, copying, or audit by personnel so authorized by the County Project Director and/or County, State and federal officials so authorized by law, rule, regulation or contract, when applicable. During the period set out in Section 4.6.2, access to these items will be at no cost to County. Contractor shall be responsible for any valid and proven audit exceptions or disallowed costs incurred by Contractor or any of its Subcontractors.

4.6.4 Contractor, in any of its subcontracts with Subcontractors, shall include the records retention and review requirements of this section. Contractor’s personnel shall accompany County’s personnel at all times during any examination, inspection, review or audit of Subcontractor’s records. Contractor shall make no charges for services rendered in connection with an audit requested by County.

4.6.5 Contractor shall provide right of access to its facilities to County, or any of County's officers or to any other authorized agent or official of the State of California or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance and/or quality assurance under this Agreement. County shall use its best efforts to ensure that such monitoring and evaluation is done in a manner that will not disrupt Contractor's workflow.

4.7 Accounting Requirements

Contractor shall establish and maintain an accounting system with procedures and practices in accordance with generally accepted accounting principles. The accounting system shall maintain records pertaining to the Services and all other costs and expenditures made under this Agreement, and the costs properly applicable to the Agreement shall be readily ascertainable therefrom.

4.8 Supplemental Contracts

County may undertake or award supplemental contracts for work related to this Agreement, or any portion thereof. Contractor shall cooperate with such other contractors and County in all such cases to the extent agreed to by County and Contractor pursuant to this Agreement or by Change Order. Contractor shall ensure that all Subcontractors that it hires to provide the services contemplated by this Agreement shall abide by this provision. It is understood and agreed by the parties hereto that Contractor shall not be responsible for the acts or failures to act of any such other contractors or for any delays which may be caused by any such other contractors, except that Contractor shall be responsible for delays of, or acts or failures to act of, such other contractors to the extent such delays, or acts or failures to act are caused by or due to the fault of Contractor.

5. Services and Resources

5.1 Performance

Contractor shall perform the Services as described in this Agreement and in accordance with the Project Schedule and Exhibit G.

5.2 Necessary Resources

Contractor shall provide the personnel and all other materials and resources necessary for the performance of the Services.

5.3 Ownership

Title to all Property furnished by County shall remain in County. Title to all Property purchased by Contractor (if any), for which Contractor has been paid by County under this Agreement, shall pass to and vest in County upon the earlier of Acceptance of the applicable Deliverable in which the Property is included, or Final Acceptance of the System, unless otherwise provided in the Agreement. Notwithstanding the foregoing, ownership of all Application Software shall be covered by the terms of the License Agreements attached as Exhibits C, D and E hereto.

5.4 Use of Property

Any Property furnished to Contractor by the County shall, unless otherwise provided herein, or approved in writing by the County Project Manager, be used only for the performance of its obligations under and subject to the terms of this Agreement.

5.5 Damage to Property

Contractor shall protect and be responsible for any loss, destruction, or damage to Property that results from or is caused by Contractor's willful misconduct or negligent acts or omissions or from the failure on the part of Contractor to maintain and administer that Property in accordance with sound management practices. Notwithstanding anything to the contrary herein, Contractor shall be liable to County for any damages resulting from damage to Property, which damages result from or are caused by Contractor's willful misconduct or negligence. Contractor shall ensure that the Property is returned to County in like condition to that in which it was furnished to Contractor, reasonable wear and tear excepted. Contractor shall repair or make good any such damage, destruction or loss at any County Site, and shall do so without requesting contribution from County or assistance from County officers or employees.

5.6 Notice of Damage

Upon the loss of, destruction of, or damage to any of the Property, Contractor shall notify the County Project Manager thereof and shall take all reasonable steps to protect that Property from further damage.

5.7 Surrender of Property

Contractor shall surrender to County all Property upon the earliest of completion, termination, or cancellation of this Agreement.

5.8 County Property and Facility

County will provide Contractor access to and use of the County Equipment for development, testing and implementation of the System and other Property as described in <u>Exhibit G</u>. Contractor's use of the County Equipment shall be subject to County's security, administrative and other requirements.

6. Equipment

6.1 Contractor Equipment

Contractor shall not provide any Equipment for this Project.

6.2 County Equipment

County shall provide Equipment at County's Sites as described in <u>Exhibit I</u> and in accordance with the tasks described in <u>Exhibit G</u>. Contractor shall install System Modules and components on County's Equipment as indicated in the Project Schedule and <u>Exhibit G.</u>

6.3 Equipment Compatibility

6.3.1 Contractor's Proprietary Software will function in accordance with the Specifications and Documentation for Contractor's Base System on the Equipment specified in Exhibit I of this Agreement. Contractor shall not be responsible for the performance of Contractor's Propriety Software in combination with other product elements or components not supplied by Contractor except to the extent that Contractor has provided the interface between such equipment and such third-party products, elements or components pursuant to this Agreement.

6.3.2 For any Equipment County wishes to use that is not specified in Exhibit I, Contractor shall provide minimum criteria for the Proprietary Software to run and will review and will be available to discuss that criteria with County's Equipment suppliers or consultants.

7. Deliverables

7.1 General

7.1.1 Contractor shall provide County with the Deliverables according to the Project Schedule and Exhibit G, and other parts of this Agreement. Contractor shall utilize the Specifications, the Project Schedule, Exhibit G, the RFP and Response, the Deliverables for which County has previously granted Acceptance, Contractor's professional knowledge, and this Agreement as the basis of subsequent Deliverables.

7.1.2 All Deliverables shall be subject to County's Acceptance in accordance with the Acceptance Criteria set forth in the Acceptance Test Procedures Document, including without limitation, Deliverables provided pursuant to Change Orders. County's review of Deliverables shall be in accordance with the time frames therefore set forth in the Project Schedule and the Statement of Work. Contractor shall provide Deliverables in a manner that meets the Specifications, the Statement of Work, the RFP and Response, and this Agreement.

7.2 Project Schedule

7.2.1 The initial Project Schedule is attached to this Agreement as part of the Statement of Work. The parties acknowledge that the Project Schedule is an evolving document that will be changed throughout the term of the Agreement. Changes to the Project Schedule shall be by mutual agreement and shall not require a Change Order. The County Project Manager shall be responsible for keeping the Project Schedule updated.

7.2.2 County shall provide updates to the Project Schedule as necessary throughout the Project to accurately reflect the status of activities, tasks, events, Services, and projected Schedules for such activities, tasks, events and Services. The Project Schedule shall provide detailed information, including but not limited to, tasks, Deliverables, Schedules, task dependencies, and identification of resource requirements, in relation to the Payment Schedule (Exhibit B). The Project Schedule shall be inclusive of the mutual expectations and work to be performed by County and Contractor in order to complete the Project successfully. County must agree upon any such update changes prior to their final incorporation into the Project Schedule. However, County's agreement on a change to the Project Schedule shall not relieve Contractor of liability for damages arising from such failures to perform its obligations as required herein unless County otherwise specifically agrees in writing to waive such damages.

7.2.3 The Schedule shall not change as a result of time required by Contractor to correct Deficiencies, unless otherwise agreed beforehand in writing by County. However, the Schedule may, in County's discretion, be extended on a day-to-day basis to the extent that County's review of a Deliverable and review of corrections of Deficiencies in accordance with the Acceptance process and Acceptance Test Procedures Document is longer than described in the Schedule.

7.3 General Acceptance Process for Each Deliverable

7.3.1 Upon delivery of a Deliverable and receipt of Certification from Contractor that the Deliverable meets its Specifications, County shall complete the testing defined in the Acceptance Test Procedure Document to ensure that the Deliverable meets its Specifications and conforms to its applicable Acceptance Criteria. County will provide Acceptance for a Deliverable if it has no Deficiencies. However, if a Deficiency is found, County will notify Contractor in an e-mail or other document of Deficiencies used as the grounds for County's decision not to give Acceptance. Contractor shall correct Deficiencies and resubmit a corrected Deliverable to County for additional testing to ensure that the Deliverable meets its Specifications and conforms to its applicable Acceptance Criteria. This process will continue until the Deliverable conforms to its applicable Acceptance Criteria. Contractor's times for correcting Deficiencies and County's review of Deliverables shall be in accordance with the timeframes therefore set in the Project Schedule and Exhibit G. If time periods for correcting Deficiencies by Contractor and reviewing and retesting corrected Deliverables are not in the Project Schedule and Exhibit G, each such time period shall be 60 Days.

7.3.2 If Contractor is unable to correct all Deficiencies within 60 Days from notification that the Deliverable has failed, County may, at its option: (a) continue reviewing or performing Acceptance Tests on the Deliverable and require Contractor to continue until Deficiencies are corrected or eliminated; (b) request Contractor to provide, at its expense, a replacement Deliverable for further review or Acceptance Tests; or (c) after completion of the process set forth in this Section 7.3 and providing Notice of default to Contractor, terminate this Agreement in whole or in part as described in Sections 21.1 and 21.2.

7.4 Phase I Acceptance Tests

7.4.1 Performance-Pilot Acceptance. Following Certification for Phase I Pilot Acceptance, County shall complete all assigned set up and testing requirements that are mutually agreed upon, to validate the Deliverables. County agrees to complete the assigned set up and testing requirements, which shall constitute Phase I Pilot Acceptance Testing, within 30 Days of initiation of the process or ask Contractor for an extension specifying the additional number of Days it will require to complete Phase I Acceptance Tests, which extension shall not be unreasonably denied by Contractor. County will provide Pilot Acceptance for Phase I if it has no Deficiencies during these Acceptance Tests. However, if a Deficiency occurs during these Acceptance Tests, County shall give Contractor Notice of its non-acceptance, with such Notice delineating Deficiencies used as the grounds for

County's decision. Contractor shall promptly correct Deficiencies provided to Contractor in any Notice(s) of non-acceptance from County.

7.4.2 Acceptance-Go Live. County will provide Acceptance for Phase I if it has no Deficiencies during the Phase I Parallel Acceptance Tests. However, if a Deficiency occurs during the Phase 1 Parallel Acceptance Tests, County shall give Contractor Notice of its non-acceptance, with such Notice delineating Deficiencies used as the grounds for County's decision. Contractor shall promptly correct Deficiencies provided to Contractor in any Notice(s) of non-acceptance from County.

7.4.3 Retesting and Correction – for Pilot and Parallel Acceptance. After Contractor has corrected such Deficiencies, County shall verify whether the System through Phase I satisfies the Phase I Pilot and Parallel Acceptance Tests and in writing shall either accept or not accept Phase I following such re-tests. If Contractor corrects all Deficiencies in Phase I, and County then successfully performs Phase I Acceptance Tests without Deficiencies, County shall give Contractor Acceptance for Phase I.

7.4.4 Inability to Correct Deficiencies. If Contractor is unable to correct all Deficiencies in Phase I within the later of (a) the number of days required in the Work Plan, or if no such date is in the Work Plan, within 60 Days from Phase I scheduled Certification or (b) 60 Days following Notice to Contractor that the Deliverable in question has failed Acceptance, County may, at its option: (1) immediately terminate the Agreement in whole or in part as described in Sections 21.1 and 21.2, which termination shall be deemed to be due to Contractor's default, without penalty to County, and require Contractor to remove Phase I System Modules from the Equipment; (2) request Contractor to provide replacement Software for further Phase I Acceptance Tests; or (3) continue performing Phase I Acceptance Tests and require Contractor to continue until Deficiencies are corrected.

7.5 Phase II Acceptance Tests. After Phase I Go-Live, County and Contractor shall complete the Statement of Work and an Acceptance Test Procedures Document for Implementation of Phase II.

7.6 System Acceptance Tests.

7.6.1 Acceptance. County will provide Final Acceptance for the System if it has no Deficiencies during these System Acceptance Tests. However, if a Deficiency occurs during these System Acceptance Tests, County shall give Contractor Notice of its non-acceptance of the System, with such Notice delineating Deficiencies used as the grounds for County's decision. Contractor shall promptly correct Deficiencies provided to Contractor in any Notice(s) of non-acceptance from County.

7.6.2 Retesting and Correction. After Contractor has corrected such Deficiencies, County shall verify whether the System satisfies the System Acceptance Tests and in writing shall either accept or not accept the System following such re-tests. If Contractor corrects all Deficiencies in the System, which then successfully perform the System Acceptance Tests without Deficiencies, County shall give Contractor Final Acceptance therefore.

7.6.3 Inability to Correct Deficiencies. If Contractor is unable to correct all Deficiencies in the System within the later of (a) the number of days of the System's scheduled Certification as required in the Project Schedule, or if no such date is in the Project Schedule, within 90 Days from such scheduled Certification or (b) 90 Days following Notice to Contractor that the System has failed Acceptance, County may, at its option: (1) immediately terminate the Agreement in whole or in part as described in Sections 21.1 and 21.2, which termination shall be deemed to be due to Contractor's default, without penalty to County and, at County's option, require Contractor to remove the Application Software for the System, in whole or in part, from the Equipment; (2) request Contractor to provide replacement Application Software for further System Acceptance Tests; or (3) continue performing System Acceptance Tests on the System and require Contractor to continue until Deficiencies are corrected.

7.7 Source Code. County shall have the right to access Contractor’s Source Code in escrow pursuant to the terms of Section 9 of the License Agreement (Exhibit C) and the Escrow Agreement (Exhibit K).

7.8 Protection From Damage

Contractor shall continuously protect all Deliverables and backups therefore prior to their Acceptance, and the County’s sample data base provided to Contractor for purposes of constructing the System, while in Contractor's possession or control, from damage, destruction or loss resulting from or caused by the acts, omissions or negligence of Contractor in connection with the Services. If applicable, Contractor shall ship all Deliverables purchased pursuant to this Agreement FOB County's destination. The method of shipment shall be consistent with the nature of the goods and hazards of transportation. During the period Deliverables are in transit and in possession of Contractor, its carriers or County prior to their Acceptance, Contractor and its insurers, if any, shall relieve County of responsibility for all risks of loss or damage thereto, unless such loss or damage are caused by the negligence or misconduct of County. After County provides Acceptance for a Deliverable, the risk of loss or damage shall be borne by County, except loss or damage attributable to Contractor's acts or omissions.

7.9 Delivery

Contractor shall deliver the Deliverables pursuant to this Agreement on or before the applicable Delivery Dates in the Project Schedule and/or Exhibit G. All such deliveries made pursuant to this Agreement must be complete. Contractor shall deliver hard copy and electronic versions of the Deliverables in formats agreed to by the parties. All Software will be delivered in Object Code format, unless otherwise expressly agreed to in Exhibit G or Exhibit K (Escrow Agreement). All packages must be accompanied by a packing slip that identifies all items included with the shipment and County's purchase order number. An authorized representative of County must sign Contractor’s delivery receipt for all deliveries made hereunder.

7.10 Interpretation of Deliverables

In the event of a contradiction, conflict, ambiguity or inconsistency in or between Deliverables and other documents comprising this Agreement, including without limitation, a Deliverable that has already received Acceptance, any such contradiction, conflict, ambiguity or inconsistency shall be resolved in favor of the latest County and Contractor-approved Deliverable except in the case where a previous documented requirement is inadvertently omitted or not addressed directly in a subsequent Deliverable.

7.11 Representation

By submitting a Deliverable, Contractor represents that, to the best of its knowledge, it has performed the associated tasks in a manner that will, in concert with other tasks, meet the Specifications and objectives stated or referred to in this Agreement. By unconditionally giving Acceptance for a Deliverable, County represents only that it has reviewed the Deliverable and detected no Deficiencies of sufficient gravity to defeat or substantially threaten the attainment of those objectives and to warrant the withholding of Acceptance for the work completed.

8. Licenses

8.1 Grants

Contractor hereby grants and County hereby accepts a perpetual, non-exclusive license to use the Proprietary Software pursuant to the terms set forth in Exhibit C.

8.2 Documentation

Contractor shall provide Training Documentation in electronic format (Filemaker Pro), downloadable from Contractor’s File Transfer Protocol site. Upgrades and revisions to this Documentation shall be provided while Contractor is providing Services therefore in the same manner. There shall be no additional charge for the Documentation or updates thereto. If Contractor maintains its technical, maintenance and installation documentation on a web site, Contractor may fulfill the obligations set forth in this section by providing County access to its web-based Documentation information. Contractor grants County a nonexclusive, perpetual, non-terminable, irrevocable right to use, modify and reproduce the Documentation furnished pursuant to this Section at no additional charge, for internal use by County staff only.

9. Ownership

County shall own all right, title and interest in and to its Confidential Information; County's intellectual property; the County Equipment; the Data; and any interfaces independently developed by County to query the System. Except as specifically provided herein, Contractor shall at all times retain all title and interest in and to the Proprietary Software and all Derivative Works (as defined in Exhibit C), Enhancements and Documentation with respect thereto and all Contractor Confidential Information. Except as noted above, Contractor shall take all actions necessary and transfer ownership of the Deliverables to County upon their Acceptance.

10. Implementation

10.1 Implementation Phases

Contractor shall complete Implementation Services as described in the Project Schedule, the Statement of Work (Exhibit G), and other parts of this Agreement.

10.2 Conversion

Contractor shall participate in and perform Services to assist County in the Conversion of the data as described in the Statement of Work (Exhibit G) and the Project Schedule.

10.3 Training

Contractor shall provide Training Services as described in the Statement of Work (Exhibit G) and the Project Schedule.

11. Warranties

11.1 Deliverables

Contractor represents and warrants that each Deliverable, including without limitation the System, shall meet its Specifications as provided herein following its Acceptance during the Warranty Period. Contractor shall immediately repair or replace each of the Deliverables that does not meet its Specifications as provided herein.

11.2 Services

11.2.1 Contractor represents and warrants that:

11.2.1.1 It shall perform all Services required pursuant to this Agreement in a professional manner, with high quality;

11.2.1.2 It shall give high priority to the performance of the Services; and

11.2.1.3 Time shall be of the essence in connection with performance of the Critical Events, provided that the foregoing shall not be construed to (a) limit or deprive Contractor of any Notice period set out in this Agreement, or (b) entitle County to terminate this Agreement other than as provided for in Section 21 for failure to meet a deadline.

11.2.2 Contractor shall immediately re-perform Services that are not in compliance with such representations and warranties at no cost to County.

11.3 Date/Time Compliance Warranty

11.3.1 Contractor warrants that the System and all data-related output or results produced by the System: (i) shall not have a life expectancy limited by date or time format; (ii) shall correctly record, store, process, and present calendar dates; and (iii) shall lose no functionality, data integrity, or performance with respect to any date.

11.3.2 In the event of a breach of these warranties, Contractor shall immediately assign at least one knowledgeable and qualified Key Staff representative, who will begin work after telephonic Notice by County on curing such breaches. This representative will be dedicated to remedy the Deficiency, failure, malfunction, defect, or problem.

11.4 No Surreptitious Code

11.4.1 Contractor warrants to County that the Proprietary Software provided to County under this Agreement shall contain no Self-Help Code or unauthorized Code. Contractor further warrants that Contractor shall not introduce, via modem or otherwise, any code or mechanism that electronically notifies Contractor of any fact or event, or any key, node, lock, time-out, or other function, implemented by any type of means or under any circumstances, that may restrict County's use of or access to the System, Data, or Equipment, in whole or in part, based on any type of limiting criteria, including without limitation, frequency or duration of use for any copy of the System provided to County under this Agreement.

11.4.2 Contractor will defend County against any claim, and indemnify and hold harmless County against any loss, liability, claim, damages or expense arising out of any breach of this warranty. No limitation of liability, whether contractual or statutory, shall apply to a breach of this warranty.

11.5 Authorization

Contractor represents and warrants that:

11.5.1 Contractor is a corporation duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation and has all requisite power and authority to execute, deliver and perform its obligations under this Agreement;

11.5.2 Contractor owns the Proprietary Software and has the right to license the Proprietary Software and to resell or sublicense the Third Party Software**.** Furthermore, Contractor has the full power and authority to grant to County the rights described in this Agreement without violating any rights of any third party and that there is currently no actual or threatened suit by any such third party based on an alleged violation of such rights by Contractor;

11.5.3 The execution, delivery and performance of this Agreement has been duly authorized by Contractor and no approval, authorization or consent of any governmental or regulatory agency is required to be obtained in order for Contractor to enter into this Agreement and perform its obligations under this Agreement;

11.5.4 The person executing this Agreement for Contractor has actual authority to bind Contractor to each and every term, condition and obligation to this Agreement, and that all requirements of Contractor have been fulfilled to provide such actual authority;

11.5.5 Contractor is duly authorized to conduct business in and is in good standing in each jurisdiction in which Contractor will conduct business in connection with this Agreement;

11.5.6 Contractor has obtained all licenses, certifications, permits, and authorizations necessary to perform the Services under this Agreement and currently is in good standing with all regulatory agencies that regulate any or all aspects of Contractor's performance of the Services; and

11.5.7 Contractor shall comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services; and Contractor will maintain all required certifications, licenses, permits, and authorizations during the term of this Agreement at its own expense.

11.6 Ability To Perform

Contractor represents and warrants that:

11.6.1 Contractor has the financial stability to carry out at least six (6) months of Services, including Support and Maintenance during any period of this Agreement without reimbursement for the Services or expenses;

11.6.2 Contractor has the financial resources to fund the capital expenditures, if any, required under the Agreement without advances by County or assignment of any payments by County to a financing source;

11.6.3 Each Subcontractor providing a substantial amount of the Services under this Agreement has the financial resources to carry out its duties under this Agreement; and

11.6.4 Contractor's methods of accounting are consistent with generally accepted accounting principles and are capable of segregating costs by stage, segment, or cost objective in order to support Change Order accounting.

11.7 Disclaimers

WARRANTIES EXPRESSLY MADE IN THIS AGREEMENT INCLUDING EXHIBITS C AND F ARE CONTRACTOR'S ONLY WARRANTIES CONCERNING THE SERVICES, DELIVERABLES AND ANY WORK PRODUCT, AND ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

Contractor makes no warranty with respect to any Third-Party Software. Warranty coverage for Third-Party Software shall be provided in accordance with the original manufacturers' warranty provisions as set out in Exhibits D and E.

12. Warranty Services During the Warranty Period.

12.1 General Responsibilities

During the Warranty Period, Contractor shall provide Services as described in this Section 12 as the Warranty Services at no additional cost to correct Deficiencies in the System, and repair and maintain the System in accordance with the Acceptance Criteria and Specifications. Contractor's Service responsibilities shall include but not be limited to the following while assisting County in supporting and maintaining the System:

12.1.1 Promptly repair or replace the System, or any portion thereof, that has Deficiencies;

12.1.2 Maintain the System in accordance with the Specifications and terms of this Agreement;

12.1.3 Re-perform any Service that fails to meet the requirements of this Agreement at no additional cost;

12.1.4 Provide access to HIGH LINE'S web based Customer Care Center 24 hours a day; and during normal working hours, Monday to Friday, 8 a.m. to 8.p.m. Eastern Standard Time, except for statutory holidays, provide initial response to problems within four (4) working hours of notification by County to the High Line Support Line; and provide Services by pre-arranged appointment between County and Contractor;

12.1.5 Coordinate with County all tasks related to correcting problems and Deficiencies connected with the Software; and

12.1.6 Execute on-line diagnostics from a remote Contractor location solely to assist in the identification and isolation of suspected Deficiencies, within the guidelines specified in Exhibit F.

12.1.7 If critical issues are identified, (e.g., if County cannot extract the data required to produce payroll), County will create a Customer Care case and contact Customer Support immediately (within standard Customer Support hours). Customer Support will begin investigating the issue immediately, and all resources necessary to resolve the issue will be utilized until the issue is resolved. Additional charges may be involved if Services are required outside the standard Support Services set forth in Section 5(a) of Exhibit F.

12.2 Database

Contractor shall maintain and make available online to County through its web-based Customer Care Center a database of all Change Requests, Deficiencies, other problems reported by County under Section 12.1 or known to Contractor in the Software. The database shall include, at a minimum, the following:

12.2.1 Date and time the Contractor was notified;

12.2.2 Date and time of inquiry response;

12.2.4 Description of Deficiency entered by County;

12.2.5 Description of severity level of Deficiency, e.g., emergency;

12.2.6 Description of Deficiency resolution; and

12.2.7 Date of resolution.

12.3 Enhancements.

12.3.1 Contractor shall provide County with all Enhancements and associated release notes and Documentation that are provided as general releases to the Proprietary Software, in whole or in part, at no additional cost, for System Modules purchased. Such Documentation shall be adequate to inform County of the problems resolved, if any, including any significant differences resulting from the release, which are known by Contractor. Contractor warrants that each such Enhancement general release shall have been tested and shall perform according to the Specifications. County agrees to install all new releases and Enhancements into a test environment, and test to ensure that no issues result, including corruption of data, prior to moving to the production environment.

12.3.2 In addition, Contractor shall produce such Enhancements as agreed to by the parties in a commercially reasonable time and form at an additional charge in accordance with the Change Order process described herein. Enhancements to correct any critical Deficiency that is mutually agreed to shall be provided to County at no additional cost and without the need for a Change Order during the Warranty Period.

12.4 Exclusion. Contractor shall have no obligation or liability to County under this Section 12 to the extent that a Deficiency results from modifications to the System by County where such modification was not made pursuant to the Documentation or Contractor's guidance, instruction, training or recommendation.

12.5 Performance Standard Measurement

County will conduct tests for measuring and certifying the achievement of the Performance Standards. County must implement all testing, measurement and monitoring tools and procedures required to measure and report Contractor's performance of the Services and System against the applicable Performance Standards. County will report any Deficiencies to Contractor. Contractor will correct Deficiencies as provided in Section 12.1.1 above.

12. 6 Continuous Improvement

Contractor shall on an ongoing basis, as part of its total quality management process, identify, report to County, and implement ways to improve performance of the System and identify and apply techniques and tools from other Contractor installations that would benefit County either operationally or financially.

13. Support and Maintenance after the Warranty Period

After the Warranty Period, Contractor shall provide Maintenance and Support Services to County in accordance with Contractor's Annual Support and Maintenance Agreement as set out in Exhibit F.

14. Dispute Resolution

14.1 Good Faith Efforts

Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order or other provisional remedy to preserve the status quo or prevent irreparable harm, the parties agree to attempt in good faith to promptly resolve any dispute, controversy or claim arising out of or relating to this Agreement, including but not limited to payment disputes, through negotiations between senior management of the parties and their designees. If the dispute cannot be resolved within 30 Days of initiating such negotiations or such other time period mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies.

14.2 Continued Performance

Contractor and County agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Agreement, subject to Sections 16.1 and 16.4.

15. Changes

15.1 Changing Government Programs

The parties acknowledge that the government programs supported by this Agreement will be subject to continuous change during the term of this Agreement. Except as provided in this Section 15, Contractor has provided for or will provide for adequate resources to reasonably accommodate such changes during the term of this Agreement, subject to the Change Order process of this Section 15. Except as set out in a then current Annual Support and Maintenance Agreement, all Contractor obligations under this paragraph cease at the end of the Warranty Period.

15.2 Identifying Changes

In consideration of Contractor's knowledge, experience and expertise related to the development of a Human Resources Management System such as the System that is the subject of this Agreement, Contractor agrees to advise County of any changes in applicable federal or State legislative enactments and regulations of which it becomes aware and the impact of such changes on the performance of the Services or Deliverables or County's use of the Services or Deliverables. Contractor agrees to timely notify County of such changes and must work with County to identify the impact of such changes on how County uses the Services or Deliverables. Except as set out in a then current Annual Support and Maintenance Agreement, all Contractor obligations under this paragraph cease at the end of the Warranty Period.

15.3 Notice from County

In the ordinary course of business, if County becomes aware of any material changes in applicable law, regulation, codes, policy, or guidelines affecting the Agreement, County will promptly notify Contractor of the changes. Contractor will provide solutions to address any Human Resource and Payroll related legislated calculation and reporting requirements, to a Federal and State level, within a reasonable timeframe, according to the obligations set forth in Exhibit F.

15.4 Issuance of Change Requests

County may, at any time by a written Change Request, request changes within the scope of the Agreement. Such changes may include, without limitation, revisions to Deliverables or Services.

15.5 Contractor Response to Change Request

Contractor shall respond in writing to a Change Request within 30 Days of receipt, advising County if it is willing to consider the request, and if so, of any cost and Schedule impacts. When there is a cost impact, i.e., increase or decrease in Charges or Purchase Prices, Contractor shall advise County in writing of the increase or decrease involved, including a breakdown of the estimated number of Key Staff hours of Contractor personnel needed to effect this change.

15.6 Agreement on Change Order

The Contractor Project Manager and the County Project Manager shall negotiate in good faith and in a timely manner as to the price for amounts over the limitations specified in Exhibit A and/or the effect on the milestone payments in Exhibit B, and the impact on the Schedule of any Change Request. If the parties reach an agreement on a Change Order in writing, and authorized representatives of the parties execute the Change Order, the terms of this Agreement shall be modified accordingly. The County Project Director may approve non-financial Change Orders or Change Orders that increase the Maximum Amount by less than ten percent (10%) in writing. However, at the time that the cumulative amount of the Change Orders exceeds ten percent (10%) of the original Maximum Amount set forth in Exhibit A as of the Effective Date, such Change Order shall be processed as a contract amendment. Contractor shall incorporate all Change Orders affecting the Services and Deliverables into applicable System Documentation. In no event shall the Charges or Purchase Prices be increased nor shall the Schedule be extended in a Change Order to correct agreed upon errors or omissions in the System.

15.7 Disagreement

If federal, State or County laws, rules, regulations, codes, policies or guidelines are adopted, promulgated, judicially interpreted or changed, the effect of which is to alter the ability of either party to fulfill its obligations under this Agreement, the parties will promptly negotiate in good faith appropriate modifications or alterations to the Agreement and any appropriate Change Orders for amounts over the limitations specified in Exhibit A. If County submits to Contractor a Change Request to comply with such laws, rules, regulations, codes, policies or guidelines and if the parties are unable to reach an agreement in writing within 15 Days of Contractor's response to such a Change Request, the County Project Manager may refer the Change Order to County's Project Director for discussion with the Contractor's Senior Management in accordance with the dispute resolution process under Section 14. The Contractor shall not be obligated to undertake additional work or incur additional expenses until the parties have reached a mutual agreement on the Change Order.

15.8 Termination

If Contractor fails or refuses to perform its Services pursuant to a Change Order, the provisions of Sections 7.6.3, 21.1 and 21.2 will apply.

15.9 Contractor Submission of Change Request

Contractor may also submit a Change Request to County to propose changes that should be made within the scope of the Agreement. Any such Change Request shall include proposed costs and Schedule impacts, including a breakdown of the estimated number of Key Staff hours by level of Contractor and County personnel needed to effect this change. County will respond to such Change Requests from Contractor within 20 Days of receipt. If the parties reach an agreement on a Change Order in writing, and authorized representatives of the Parties execute the Change Order, the terms of this Agreement shall be modified accordingly. If the parties are unable to reach an agreement in writing on a Change Request submitted by Contractor, the County Project Manager will be deemed to have rejected the requested Change Request.

16 Additional Rights and Remedies

16.1 Withholding Payments

If Contractor fails to deliver Deliverables or to provide Services which satisfy Contractor's obligations hereunder, County shall have the right to withhold any and all payments due hereunder, but only to the extent of the amount in dispute. County may withhold that amount in dispute without penalty or work stoppage by Contractor, until such failure to perform is cured. Notwithstanding the foregoing, if Contractor believes in good faith that it has performed its obligations under this Agreement with respect to the Deliverables and Services in question and that the withholding is improper, then Contractor may stop work until the dispute in question is resolved, subject to the terms of Section 14.1.

16.2 Reductions in Payments Due

Amounts due County by Contractor that are mutually agreed upon, including but not limited to damages, or claims for damages, may be deducted or set-off by County from any money payable to Contractor pursuant to this Agreement.

16.3 Performance Standards

If the System fails to meet Performance Standards set forth in the Acceptance Test Procedures Document, set forth in Exhibit H, during the Warranty Period and while Contractor is providing Support and/or Maintenance Services, Contractor shall modify, reconfigure, upgrade or replace the Software at no additional cost to County in order to provide a System solution that complies with such Performance Standards.

16.4 Suspension for Convenience

County shall have the right at any time to order the Services of Contractor fully or partially stopped for its own convenience. Contractor will receive Notice of the reasons for such an order. The Schedule shall be delayed on a day-for-day basis or longer to the extent County has issued a stop work order to Contractor and such stop work order is causing delays in completing Services in accordance with the Schedule. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that it provides five (5) Days advance written Notice of its need to temporarily suspend performance of Services, subject to the following: (a) notwithstanding the foregoing, Contractor may terminate the Services if a stoppage lasts longer than 90 Days, or more than 90 Days in stoppage occur in any twelve month period; (b) County also acknowledges that Contractor Key Staff may be reassigned during a stoppage that is more than 20 Days and may not be available to return to the Project upon recommencement; (c) County acknowledges that all Contractor Purchase Prices are only guaranteed for the initial projected timetable for each Deliverable plus six months; and (d) that any stoppage lasting longer than 30 Days, or stoppages of more than 45 Days in any twelve month period, may require the creation of a revised Project Schedule for completion of the Services in question. Any suspension for convenience by the County that lasts more than 90 consecutive Days, or 90 Days in any twelve month period, may be treated by Contractor as a Termination for Convenience by County, as set forth in Section 21.6, upon ten (10) Day's Notice by Contractor.

17. Insurance

17.1 Liability and Auto Insurance

Contractor shall, at its sole cost and expense, obtain, and, during the term of this Agreement, maintain, in full force and effect, the insurance coverage described in this Section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the State of California and that have a Best's rating of no less than A: VII, or that are approved by the County. Contractor shall include County, its boards, agencies, contractors, offices, employees, agents and volunteers as a named insured party in Contractor's insurance policy obtained hereunder.

If Contractor fails to buy and maintain the insurance coverage described in this Section 17, County may terminate this Agreement under Section 21.1 (Termination for Contractor's Material Breach). The minimum acceptable limits shall be as indicated below with no deductible except as indicated below. In the event the Contractor is unable to comply with the County's insurance requirements, County may, at its sole discretion and at the Contractor's expense, provide compliant coverage.

The insurance requirements set forth below are subject to periodic review by the County. The County's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against County or inflation. This option may be exercised during any amendment to this Agreement that results in an increase in the nature of County's risk and such changes of provision will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) Days of acceptance of the amendment or modification.

17.1.1 Commercial General Liability Insurance: shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of Contractor and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the Agreement in Section 18 (Confidential Information) and Section 19 (Additional Indemnifications) with a limit of not less than $l million Canadian per occurrence/$2 million Canadian general aggregate;

17.1.2 Automobile Liability Insurance: The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of Contractor pursuant to Contractor's activities hereunder. The limit of liability of said policy or policies shall not be less than $1 million Canadian per occurrence for non-owned Auto. Any deductible or Self-Insured Retention (SIR) over $10,000 requires approval by the County;

17.1.3 Technology Errors and Omissions Liability: The technology errors and omissions liability shall cover programming errors, software performance, or the failure of Contractor's work to perform as required by this Agreement. The limit of liability of said policy or policies shall not be less than $1 million Canadian subject to Section 17.2.

17.1.4 Employers Liability Insurance: covering the risks of Contractor's employees' bodily injury by accident or disease with limits of not less than $1 million Canadian per accident for bodily injury and $1 million Canadian per employee for bodily injury by disease;

17.1.5 Crime Coverage: shall at a minimum cover occurrences falling in the following categories: Hacking Event or Computer Virus Attack; Forgery or Alteration; and Employee Dishonesty with at least a $10,000 single limit per occurrence.

17.2 Extended Coverage

If the policy providing liability coverage is on a "claims made" form, the Contractor is required to maintain such coverage for a minimum of three years following termination of this Agreement, naming County as an additional insured and providing County with certificates of insurance on an annual basis. Said policy or policies shall provide that the County shall be given thirty (30) Days written Notice prior to cancellation or expiration of the policy or reduction in coverage.

17.3 Worker's Compensation Coverage

Statutory Workers' Compensation and Employers Liability Insurance shall cover all

Contractor’s staff while performing any work incidental to the performance of this Agreement. In the event Contractor is self-insured, it shall furnish a copy of a Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if Contractor has no employees as defined in Labor Code Section 3350 *et. seq*. during the entire period of this Agreement and Contractor submits a written statement to the County stating that fact.

17.4 Subcontractors

Contractor shall include all Subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

17.5 Premiums and Notice to County

Contractor or its Subcontractors shall pay premiums on all insurance policies. Such insurance policies provided for County pursuant to this Section 17 shall expressly provide therein that County be named as additional insured, and that it shall not be revoked by the insurer until thirty (30) Days Notice of intended revocation thereof shall have first been given to County by such insurer. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance provided to County.

17.6 Cancellation

Contractor's insurance policies shall not be canceled or non-renewed in scope of coverage without provision for equivalent substitute insurance and such cancellation or non-renewal shall not take place or reduced in scope of coverage until five business days' written Notice has been given to County, attention Project Director, and Contractor has replacement insurance policy(ies) in place that satisfy the requirements set forth in this Section 17. Contractor's insurance policies shall not be reduced in scope without County's prior written consent.

17.7 Insurance Documents

Contractor shall submit to the office of the County Project Manager certificate(s) of insurance documenting the required insurance as specified in this Section 17 prior to this Agreement becoming effective, and copies of renewal certificates of all required insurance within 30 Days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this Section 17. County shall maintain current certificate(s) of insurance at all times in the office of the County Project Manager as a condition precedent to any payment under this Agreement. Approval of insurance by County or acceptance of the certificate of insurance by County shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor’s Services pursuant to the Agreement, nor shall it be deemed a waiver of County’s right to insurance coverage hereunder. Failure to provide these documents shall be grounds for immediate termination or suspension of this Agreement by County for material breach.

17.8 Increased Coverage

County is to be notified by Contractor immediately if any aggregate insurance limit is exceeded. In such event, additional coverage must be purchased to meet requirements.

17.9 Subrogation

Contractor agrees to waive all rights of subrogation against County, its boards, agencies, departments, officers, employees, agents, and volunteers for losses arising from services performed by Contractor under this Agreement.

17.10 Cross-Liability

All insurance provided by Contractor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the County and shall include a severability of interests or cross-liability provision in the following form:

> "*Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."*

18. Confidential Information

18.1 Protection Obligations

18.1.1 Access and Protection. During the term of the Agreement, Contractor and County will have access to and become acquainted with each party's Confidential Information. Except for disclosure pursuant to <u>Section 18.1.2</u>, County and Contractor, and each of their officers, employees and agents, shall, subject to State laws and regulations and in accordance with this <u>Section 18.1.1</u>, maintain all Confidential Information of the other party in confidence and at least to the extent as it protects the confidentiality of its own proprietary information of like kind, but in no event with less than reasonable care. Neither party will at any time use, publish, reproduce or disclose any Confidential Information, except to authorized employees, contractors and agents requiring such information under confidentiality requirements no less restrictive than this <u>Section 18.1.1</u>, as authorized in writing by the other party, as otherwise specifically permitted herein, or to perform its obligations as authorized hereunder. Both parties shall take all steps necessary, including without limitation oral and written instructions to all staff to safeguard, in accordance with applicable federal, State and County law, regulation, codes, and this <u>Section 18.1.1</u>, the other party's Confidential Information against unauthorized disclosure, reproduction, publication or use, and to satisfy their obligations under this Agreement. Except for disclosures pursuant to <u>Section 18.1.2</u> below, each party agrees that prior to disclosing any Confidential Information of the other party to any third party, it will obtain from that third party a written acknowledgment that such third party will be bound by the same terms as specified in this <u>Section 18.1.1</u> with respect to the Confidential Information. In addition to the requirements expressly stated in this <u>Section 18.1.1</u>, Contractor and its Subcontractors will comply with any policy, rule, or reasonable requirement of County, the State and the federal government that relates to the safeguarding or disclosure of information relating to applicants and recipients of County's services, Contractor's operations, or the Services performed by Contractor under this Agreement.

18.1.2 Public Records. Notwithstanding the above, Contractor acknowledges that this Agreement shall be a public record under State law. Any specific information that is claimed by Contractor to be Confidential Information must be clearly identified as such by Contractor. To the extent consistent with State law, County will maintain the confidentiality of all such information marked Confidential Information. If a request is made to view Contractor's Confidential Information, County will notify Contractor of the request and of the date that any such records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, County will release the identified requested information on the date specified.

18.1.3 Security Requirements. Each party, and its officers, employees, subcontractors and agents shall at all times comply with all security standards, practices, and procedures which are equal to or exceed those of County and which the other party may establish from time-to-time, with respect to information and materials which come into each party's possession and to which such party gains access under this Agreement. Such information and materials include without limitation all Confidential Information.

18.2 Audit

County reserves the right to monitor, audit or investigate Contractor's use of County Confidential Information collected, used, or acquired by Contractor under this Agreement.

18.3 Return

Subject to record retention laws and to County's rights under Section 8, each party shall promptly return to the disclosing party, on termination or expiration, all of the disclosing party's Confidential Information, including copies thereof.

18.4 Injunctive Relief and Indemnity

18.4.1 Contractor shall immediately report to County any and all unauthorized disclosures or uses of County's Confidential Information of which it or its Key Staff is aware or has knowledge. Contractor acknowledges that any publication or disclosure of County's Confidential Information to others may cause immediate and irreparable harm to County. If Contractor should publish or disclose such Confidential Information to others without authorization, County shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period. Contractor shall indemnify, defend, and hold harmless County from all damages, costs, liabilities and expenses (including without limitation reasonable attorneys' fees) caused by or arising from Contractor's failure to protect County's Confidential Information. As a condition to the foregoing indemnity obligations, County will provide Contractor with prompt Notice of any claim of which County is aware and for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with Contractor in connection with any such claim.

18.4.2 County will immediately report to Contractor any and all unauthorized disclosures or uses of Contractor's Confidential Information of which County is aware or has knowledge. County acknowledges that any publication or disclosure of Contractor's Confidential Information to others may cause immediate and irreparable harm to Contractor. If County should publish or disclose such Confidential Information to others without authorization, Contractor shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period. County shall indemnify, defend, and hold harmless Contractor from all damages, costs, liabilities and expenses (including without limitation reasonable attorneys' fees) caused by or arising from County's failure to protect Contractor's Confidential Information. As a condition to the foregoing indemnity obligations, Contractor will provide County with prompt Notice of any claim of which Contractor is aware and for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with County in connection with any such claim.

18.5 Nondisclosure of Other County Information

The use or disclosure by Contractor of any County information not necessary for, nor directly connected with, the performance of Contractor's responsibility with respect to Services is prohibited, except upon the express written consent of County.

18.6 Exceptions

The following information shall not be considered Confidential Information for the purposes of this Agreement: information previously known when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach hereof; information which is developed by one party independently of any disclosures made by the other party of such information; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

18.7 Survival

The provisions of this Section shall remain in effect following the termination of this Agreement.

19. Additional Indemnifications

19.1 Intellectual Property

19.1.1 Contractor shall, at its expense, defend, indemnify, and hold harmless County and its employees, officers, directors, contractors and agents from and against any third-party claim or action against County which is based on a claim that the Proprietary Software, or any Deliverable or any part thereof under this Agreement infringes a patent, copyright, utility model, industrial design, mask work, trademark, or other proprietary right or misappropriates a trade secret, and Contractor shall pay all losses, liabilities, damages, penalties, costs, fees (including reasonable attorneys' fees) and expenses caused by or arising from such claim. County shall promptly give Contractor Notice of any such claim in writing. In such an event, Contractor shall have sole control of the defense and all negotiations for its settlement or compromise.

19.1.2 In case the Proprietary Software, or any of the Deliverables, or any one or part thereof, are in Contractor's opinion likely to become, or in such action are held to constitute an infringement or misappropriation, or the exercise of County's rights thereto is enjoined or restricted, Contractor shall, at its own expense and in the following order of priorities: (i) procure for County the right to continue using the Deliverables; (ii) modify the Deliverables to comply with the Specifications and to not violate any intellectual property rights; (iii) or retrieve any or all Deliverables upon receipt of Notice from County and refund the Purchase Price of each Deliverable, as applicable.

19.1.3 If, however, the Proprietary Software, or any of the Deliverables, or any one or part thereof, are the subject of a claim of patent or copyright infringement, County may notify Contractor in writing during the one month after Contractor's Notice of discontinuance that County elects to continue to be licensed with respect to the Proprietary Software or any of the Deliverables, or any one or part thereof, until there has been an injunction or the claim has been withdrawn, and agrees to undertake at County's expense the defense of any action against County and to indemnify Contractor with respect to all costs, damages and legal fees attributable to such continued use after such Notice is given to Contractor: it being understood that Contractor may participate at its expense in the defense of any such action if such claim is against Contractor.

19.1.4 Contractor shall have no liability for any claim of copyright or patent infringement based on:

19.1.4.1 Use of other than a current unaltered release of the Proprietary Software available from Contractor if such infringement would have been avoided by the use of a current unaltered release of the Proprietary Software available from Contractor; or

19.1.4.2 Use or combination of the Proprietary Software with modifications, improvements or other Software not supplied by Contractor; or

19.1.4.3 An intentional tortious act or negligence of County; or

19.1.4.4 Use by County of the Proprietary Software in an application or environment for which the Proprietary Software was not designed or contemplated.

19.2 General

Contractor shall, at its expense, indemnify, defend, and hold harmless County, its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for property damage, bodily injury or death, caused by or arising from the negligent acts or omissions or willful misconduct of Contractor, its officers, employees, agents, or Subcontractors. County shall promptly give Contractor Notice of such claim.

20. Damages Disclaimers and Limitations

20.1 County's Disclaimer of Damages

Except for claims of breach of confidentiality or intellectual property infringement, County shall not be liable, regardless of the form of action, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT for consequential, incidental, indirect, or special damages, including WITHOUT limitation lost profits and lost business opportunities.

20.2 County's Limitation of Liability

Except for claims of breach of confidentiality or intellectual property infringement, IN NO EVENT SHALL COUNTY'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS AGREEMENT, regardless of the form of action, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT, EXCEED THE MAXIMUM AMOUNT.

20.3 Contractor's Limitation of Liability

Contractor will not be liable to County to the extent of any loss, damage, or liabilities:

20.3.1 Caused by the failure of County, another County agency, or a County contractor to perform in connection with this Agreement and such nonperformance prevented Contractor from performing in accordance with this Agreement; or

20.3.2 Resulting from Contractor acting prudently in accordance with instructions given by authorized representatives of County or other authorized County agencies.

20.3.3 Except for claims of breach of confidentiality or intellectual property infringement, County agrees that Contractor's liability hereunder for damages, including but not limited to liability for any funds or mutual breach of this Agreement, and regardless of the form of action, shall not exceed the Maximum Amount set forth in Exhibit A.

IN NO EVENT WILL CONTRACTOR BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOSS OF REVENUES OR LOSS OF PROFITS OR ECONOMIC LOSSES, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE REASONABLY FORESEEABLE, WHETHER IN AN ACTION BASED ON CONTRACT OR TORT.

21. Termination

21.1 Termination for Contractor's Material Breach

If Contractor fails to cure a material breach of this Agreement, as described below or set forth in other sections of this Agreement, which are set forth in a written Notice from the County within sixty (60) Days of receipt of such Notice, this Agreement may be terminated immediately, by Notice from County to Contractor, in which case the License will terminate. The option to terminate shall be at the sole discretion of County within the Warranty Period. For purposes of System Functions, a material breach shall constitute any of the following: a) County cannot access the System using its Equipment as a result of a Deficiency caused by Contractor; b) the System is unable to track the organization structures, employee demographics and compensation related information by the dates specified in the Project Schedule; c) the System is unable to define and/or update the County salary structures and mass changes as required by Exhibit G; d) the System is unable to provide the data required to interface with the County's payroll system; e) the System is unable to import the data that County has provided in required format from TE and/or the County payroll, as required by Exhibit G; f) County cannot generate any *ad hoc* reports with Discoverer; g) the System cannot track and calculate benefits and attendance rules and information as required by Exhibit G; h) the System cannot track training courses or update employee skills inventories as specified in Exhibit G; i) the System cannot generate workflow alerts and/or e-mails and update fields as per standard System capabilities as set forth in the Documentation; or j) specified Deficiencies in Phase II as subsequently determined by the parties. If County terminates this Agreement under this Section, Contractor shall, within twenty (20) Days thereafter, refund to County all payments made to Contractor up until the date of termination, and County shall return all Deliverables to Contractor.

21.2 Termination for Rejection of Deliverable(s)

If Contractor is unable to correct Deficiencies in any Deliverable(s), as described in Section 7.3- 7.6 of this Agreement, County shall have the right to immediately terminate this Agreement in whole or in part without penalty or liability to County, with such a termination being deemed a termination due to the default of Contractor hereunder, and return the Deliverable(s) to Contractor. If County terminates this Agreement, in whole or in part, under this Section, Contractor shall, within twenty (20) Days thereafter, refund to County all payments made to Contractor for the returned Deliverables(s) and Services rendered therefore.

21.3 Termination for Conflict of Interest

County may terminate this Agreement under Section 21.1 (Termination for Contractor's Material Breach) by Notice to Contractor if County determines, after due Notice and examination, that any party has violated the Political Reform Act, California Government Code §§87100-87500 and/or or any other laws regarding ethics in public acquisitions and procurement and performance of contracts, including, but not limited to California Government Code §§1090-1098, in which case the License will terminate.

21.4 Termination for County's Nonpayment

If County fails to pay Contractor undisputed, material Purchase Prices and Charges when due under the Agreement and fails to make such payments within 60 Days of receipt of Notice from Contractor of the failure to make such payments, Contractor may, by giving Notice to County, terminate this Agreement as of a date specified in the Notice of termination. Notwithstanding anything to the contrary: (a) if the County fails to complete payment of any License fee Purchase Price as required by Exhibit A , after providing 60

Days prior written Notice, Contractor may elect to immediately suspend all Services then in progress, and if it becomes necessary to terminate the Agreement, County will forfeit all monies previously paid to Contractor; (b) if the County fails to complete payment of any Support and Maintenance Purchase Price as required by Exhibit F within 60 Days after its original due date, the provisions of Exhibit F will apply; and (c) if the County fails to complete payment of any Service Purchase Price as required by this Agreement, after providing at least 60 Days prior written Notice, Contractor may elect to suspend all such Services then in progress, and if it becomes necessary to terminate the Agreement insofar as it applies to those Services, County shall forfeit all monies previously paid to Contractor without prejudice to the Contractor's rights to pursue the County for Services previously performed as agreed but still unpaid.

21.5 Termination Remedies

If it is determined for any reason the failure to perform is not within the Contractor's control, fault, or negligence, the termination by County under Sections 21.1-21.3 shall be deemed to be a termination for convenience under Section 21.6.

21.6 Termination for Convenience

21.6.1 In addition to its other rights to terminate, County may terminate this Agreement, in whole or in part for County's convenience, by ten (10) Days Notice to Contractor, in which case the License will terminate. Invocation of Section 21.7 (Termination for Withdrawal of Authority), or Section 21.8 (Termination for Non-allocation of Funds), shall be deemed a Termination for Convenience but will not require such ten (10) Days Notice.

21.6.2 During this ten (10) Day period, Contractor shall wind down and cease its Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on County from such winding down and cessation of Services. If this Agreement is so terminated, County shall be liable only for payment in accordance with the terms of this Agreement for Services satisfactorily rendered prior to the effective date of termination.

21.6.3 In case of such termination for convenience, County will pay to Contractor (a) the agreed upon price, if separately stated, for Deliverables for which Acceptance has been given by County, (b) amounts for Services provided prior to the date of termination for which no separate price is stated and which are not associated with or related to a specific Deliverable for which Acceptance has been given, (c) amounts for Deliverables which are in development but which have not received Acceptance, and (d) all License fees accrued due or payable prior to the effective date of termination. The amounts for such Services and Deliverables in development but not accepted will be costs actually and reasonably incurred by Contractor, based on a demonstrable percent completed of the remaining Deliverables for which Contractor was authorized to proceed, but shall be no greater than the final Purchase Price for each Deliverable. In addition, County agrees to compensate Contractor for reasonable and necessary costs that were incurred by Contractor on this Project, as a result of County's termination for convenience, for undepreciated or unamortized software licenses, early termination of leases, and other reasonable and necessary Project-related expenses, subject to County's reasonable judgment and the availability of County, State and Federal funds and receipt of supporting documentation from Contractor.

21.7 Termination for Withdrawal of Authority

In the event that the authority of County to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement and prior to normal completion, County may terminate this Agreement under Section 21.6 (Termination for Convenience), in whole or in part. This Section shall not be construed so as to permit County to terminate this Agreement in order to acquire similar Services from a third party.

21.8 Termination for Non-allocation of Funds

If funds are not allocated to continue this Agreement in any future period, County may terminate this Agreement under Section 21.6 (Termination for Convenience). County will not be obligated to pay any further Charges for Services or Purchase Prices for such future period, but County shall make payments for Services, Deliverables and Contractor's costs as provided in Section 21.6.3. County agrees to notify Contractor of such non-allocation at the earliest reasonable time. No penalty shall accrue to County in the event this Section shall be exercised.

21.9 Termination Procedure

21.9.1 Upon termination of this Agreement, County, in addition to any other rights provided in this Agreement, may require Contractor to destroy or deliver to County any Property, including but not limited to Data, for such part of this Agreement as has been terminated.

21.9.2 After receipt of a Notice of termination, and except as otherwise directed by County, Contractor shall:

21.9.2.1 Stop work under this Agreement on the date, and to the extent specified, in the Notice;

21.9.2.2 Place no further orders or subcontracts for materials, Services, or facilities except as may be necessary for completion of such portion of the work under this Agreement that is not terminated;

21.9.2.3 As soon as practicable, but in no event longer than 15 Days after termination, give County Notice of its intent to terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. Within five (5) Days of receiving such Notice, County shall give Contractor approval of which orders and subcontracts to terminate and which County shall assume, and such Notice under this subsection shall constitute County's ratification of Contractor's actions to terminate or maintain orders and subcontracts. After receiving Notice from County to terminate specified orders and contracts, Contractor shall proceed with termination within ten (10) Days;

21.9.2.4 Complete performance of such part of this Agreement as shall not have been terminated by County;

21.9.2.5 Take such reasonable action as may be necessary, or as the County Project Director may direct, for the protection and preservation of the Property related to this Agreement that is in the possession of Contractor and in which County has an interest;

21.9.2.6 Transfer title to County and deliver in the manner, at the times, and to the extent directed by the County Project Director, any Property which is required to be furnished to County and which has been mutually agreed to be accepted or requested by County; and

21.9.2.7 Provide written certification to County that Contractor has destroyed or surrendered to County all such Property.

21.9.3 Upon Contractor's receipt of Notice of termination of the Agreement by County, Contractor will provide any turnover assistance Services necessary to enable County or its designee to effectively close out the Agreement and move the work to another vendor or to perform the work by itself. Within ten Days of receipt of the Notice of termination, and if requested by County, Contractor shall provide, in machine readable form, an up-to-date usable copy of the Data then in Contractor's possession in a format consistent with the data transfer formats mutually agreed to by the County and Contractor in the Data Conversion Plan (within Exhibit G), and a copy of all documentation needed by County to utilize the Data. Contractor will ensure that all consents or approvals to allow Contractor and Subcontractors to provide the assistance required following termination have been obtained, on a contingent basis, in advance and will be provided by the applicable third parties at no cost or delay to County.

22. General Conditions

22.1 Anti-Trust Violations

Contractor and County recognize that overcharges resulting from antitrust violations are in actual economic practice usually borne by County. Therefore, Contractor hereby assigns to County any and all claims for such overcharges as to goods and services purchased in connection with this Agreement, except as to overcharges not passed on to County resulting from antitrust violations commencing after the date of the bid, quotation, or other event establishing the Purchase Prices and Changes under this Agreement.

22.2 Assignment

Contractor may not assign or transfer this Agreement or any of its rights hereunder, or delegate any of its duties hereunder, without the prior written consent of the County Project Director, provided that any permitted assignment shall not operate to relieve Contractor of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to County that may arise from any breach of the provisions of this Agreement or warranties made herein including but not limited to, rights of setoff. County may assign this Agreement to any public agency, commission, board, or the like, within the political boundaries of the County and may delegate its duties in whole or in part without the consent of Contractor. Any attempted assignment, transfer or delegation in contravention of this Section of the Agreement shall be null and void. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

22.3 Authority

Neither party shall have authority to bind, obligate or commit the other party by any representation or promise without the prior written approval of the other party.

22.4 Binding Effect

Each party agrees that the Agreement binds it and each of its employees, agents, independent contractors, and representatives.

22.5 Claims

Contractor must submit claims against County within the earlier of one year from the date upon which Contractor knew of the existence of the claim or one year from termination of the Agreement. No claims shall be allowed unless Notice of such claim has been given within the above-described time period. Contractor must submit such claims to the County Project Manager or his or her designee in the form and with the certification prescribed by the County Project Manager or his or her designee. Upon failure of Contractor to submit its claim within the time allowed, all rights to seek amounts due on account of such claims shall be waived and forever barred. Submission of such claims against County shall be, except as provided in Sections 18.4.2 and 21.4, Contractor's sole and exclusive remedy in the event that County breaches this Agreement. This provision shall not apply to breach of confidentiality obligations or intellectual property rights.

22.6 Compliance With Civil Rights Laws

22.6.1 No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any program provided by this Contract because of race, color, creed, marital status, religion, sex, sexual orientation, national origin, Vietnam era or disabled veteran's status, age, the presence of any sensory, mental or physical disability, or political affiliation or belief.

22.6.2 During the performance of this Contract, Contractor shall comply with all federal, State and County nondiscrimination laws, including but not limited to:

Title VII of the Civil Rights Act, 42 U.S.C. § 12101, et seq.; the Americans with Disabilities Act (ADA); and the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.) and the applicable regulations promulgated thereunder in the California Code of Regulations (Title 2, Section 7285.0, et seq.); and Article XIII, Chapter 2 of the Santa Barbara County Code. In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part under Section 21.1 (Termination for Material Breach), and Contractor may be declared ineligible for further contracts with County. Contractor shall be given a reasonable time in which to cure noncompliance. In addition to the cancellation of this Contract, Contractor may be subject to penalties under federal and state law.

22.6.3 Contractor shall promptly notify the Equal Opportunity Office of County of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Equal Opportunity Office will notify the Director, Directorate of Civil Rights, Office of the Assistant Secretary for Administration and Management, U.S. County of Labor.

22.7 Conflicts Between Documents; Order of Precedence

In the event that there is a conflict between the documents comprising the Agreement, the following order of precedence shall apply:

22.7.1 Applicable federal and State laws, regulations and policies;

22.7.2 The terms and conditions in the body of this Agreement;

22.7.3 Change Orders;

22.7.4 Exhibit A (Purchase Prices);

22.7.5 Exhibit B (Payment Schedule);

22.7.6 Exhibit C (License Agreement);

22.7.7 Exhibit D (Oracle Corporation Sub-License Agreement);

22.7.8 Exhibit E (Aquire Sub-License Agreement);

22.7.9 Exhibit F (Support and Maintenance Agreement);

22.7.10 Exhibit G (Statement of Work);

22.7.11 Exhibit H (Performance Standards) ;

22.7.12 Exhibit I (Equipment List);

22.7.13 Exhibit J (Key Staff) ;

22.7.14 Exhibit K (Escrow Agreement);

22.7.15 Exhibit L (Response to the RFP)

22.7.16 The Specifications (except as otherwise listed in this Section);

22.7.17 Other Deliverables.

22.8 Counterparts

This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each party for all purposes.

22.9 Covenant Against Contingent Fees

22.9.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, *except* bona fide employees or a bona fide brokerage, established commercial or selling agency of Contractor.

22.9.2 In the event of breach of this Section by Contractor, County shall have the right to either annul this Agreement without liability to County, or, in County's discretion, deduct from payments due to Contractor, or otherwise recover from Contractor, the full amount of such commission, percentage, brokerage, or contingent fee.

22.10 Cooperation of Parties

The parties agree to fully cooperate with each other in connection with the performance of their respective obligations and covenants under this Agreement.

22.11 Debarment and Suspension

Contractor certifies to County that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or county government contracts. Contractor certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

22.12 Entire Agreement; Acknowledgement of Understanding

County and Contractor acknowledge that they have read the Agreement and the attached Exhibits which are incorporated herein by this reference, understand them and agree to be bound by their terms and conditions. Further, County and Contractor agree that the Agreement, Exhibits, Specifications, Project Schedule, and any approved Change Orders are the complete and exclusive statement of the Agreement between the parties relating to the subject matter of the Agreement and supersede all letters of intent or prior contracts, oral or written, between the parties relating to the subject matter of the Agreement.

22.13 Force Majeure

Neither Contractor nor County shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing.

22.14 Governing Law

This Agreement shall be governed in all respects by the law and statutes of the State of California, without reference to conflict of law principles. However, if the Uniform Computer Information Transactions Act (UCITA) or any substantially similar law is enacted as part of the law of the State of California, said statute will not govern any aspect of this Agreement or any license granted hereunder, and instead the law as it existed prior to such enactment will govern. The exclusive jurisdiction and venue of any action hereunder shall be in the State courts of Santa Barbara County, California. Contractor accepts the personal jurisdiction of such courts.

22.15 Headings

The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22.16 Independent Status of Contractor

The parties hereto, in the performance of this Agreement, will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent contractor relationship will be created by this Agreement. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit that would accrue to an employee under applicable California law.

22.17 Legal and Regulatory Compliance

The Services and System shall comply with all applicable federal and State laws, regulations, codes, standards and ordinances during the term of this Agreement related to human resource calculations with respect to the Proprietary Software modules covered by the License. In the event that any Services performed or the System provided by Contractor are subsequently found to be in violation of such laws, regulations, codes, standards and ordinances, it shall be the sole responsibility of Contractor to bring the Services and System into compliance at no additional cost to County.

22.18 Licensing Standards

Contractor shall comply with all applicable County, State, and federal licensing requirements and standards necessary in the performance of this Agreement (e.g. Business License, operating permits).

22.19 Lobbying Activities

Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.

22.20 Modifications and Amendments

22.20.1 No modification, amendment, alteration, addition or waiver of any Section or condition of this Agreement shall be effective or binding unless it is in writing and signed by an authorized representative of Contractor and County.

22.20.2 Only the purchasing agent(s) authorized by County Project Director or authorized delegate by writing (with the delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement on behalf of County. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding until made in writing and signed by the purchasing agent(s) authorized by County Project Director or authorized delegate in writing as aforesaid and Contractor, unless otherwise provided herein.

22.20.3 Contractor shall notify County of the names of individuals who have authority to bind Contractor to modifications to the Agreement and of the limits of such authority at the time Contractor executes this Agreement and at such other times as required.

22.21 Non-waiver

Except as otherwise specifically provided herein, any failure or delay by either party to exercise or partially exercise any right, power or privilege under the Agreement shall not be deemed a waiver of any such right, power, or privilege under the Agreement. Any waivers granted by County or Contractor for breaches hereof shall not indicate a course of dealing of excusing other or subsequent breaches. Each party agrees that the other party's pursuit nor non-pursuit of a remedy under this Agreement for breach of its obligations will neither constitute a waiver of any such remedies or any other remedy that it may have at law or equity for any other occurrence of the same or similar breach, nor stop the non-defaulting party from pursuing such remedy.

22.22 Notice of Delay

When either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within ten (10) working days, give Notice thereof, including all relevant information with respect thereto, to the other party.

22.23 Notices

22.23.1 Any Notice or demand or other communication required or permitted to be given under this Agreement or applicable law shall be effective if and only if it is in writing, properly addressed, and either delivered (a) in person, or (b) by a recognized courier service, or (c) via facsimile or (d) by electronic mail, to the parties at the addresses and fax number, and email addresses set forth below:

County: Don Nguyen, Project Manager
Human Resources Department
1226 Anacapa Street
Santa Barbara, CA 93101
Telephone: (805) 568-2823
Facsimile: (805) 568-2833
E-mail: dnguyen@sbcountyhr.org

Contractor: The President
High Line Corporation
145 Renfrew Drive, Suite 210
Markham ON
Canada L3R 9R6
Telephone: (905) 940-8777
Facsimile: (905) 940-8770
E-mail:

22.23.2 Notices shall be effective upon receipt. The Notice address as provided herein may be changed by Notice given as provided above.

22.24 Publicity

The award of this Agreement to Contractor is not in any way an endorsement of Contractor or Contractor's Services by County and shall not be so construed by Contractor in any advertising or publicity materials. Contractor agrees to submit to the County Project Director all advertising, sales promotion, and other publicity matters relating to this Agreement wherein County's name is mentioned or language used from which the connection of County's name therewith may, in County's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of County. Contractor shall not in any way contract on behalf of or in the name of County. Nor shall Contractor release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this project without obtaining the prior written approval of County. Nothing in this paragraph shall preclude Contractor from publicly announcing the award or execution of this Agreement.

22.25 Remedies

Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provisions of the Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

22.26 Severability

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

22.27 Sovereign Immunity

The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by County of any immunities from suit or from liability that County may have by operation of law.

22.28 Subcontractors

22.28.1 Contractor may, with prior written permission from the County Project Manager, which consent shall not be unreasonably withheld, enter into subcontracts with third parties for its performance of any part of Contractor's duties and obligations. As of the Effective Date, the parties do not anticipate the use of Subcontractors to perform the Services contemplated by this Agreement.

22.28.2 Contractor is responsible and liable for the proper performance of and the quality of any work performed by any and all Subcontractors. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to County for any breach in the performance of Contractor's duties. In addition, Contractor's use of any Subcontractor shall not cause the loss of any warranty from Contractor. All subcontracts will be made in writing and copies provided to County upon request. County has the right to refuse reimbursement for obligations incurred under any subcontract that do not comply with the terms and conditions of this Agreement.

22.28.3 For purposes of this Agreement, Contractor agrees to indemnify, defend, and hold County harmless from and against any and all claims, actions, losses, liabilities, damages, costs and expenses (including reasonable attorney fees) arising out of or related to acts or omissions of Contractor's Subcontractors, their agents, or employees. At County's request, Contractor shall forward copies of subcontracts and fiscal, programmatic and other material pertaining to any and all subcontracts.

22.28.4 For any Subcontractor, Contractor shall:

22.28.4.1 Be responsible for Subcontractor compliance with the Agreement and the subcontract terms and conditions; and

22.28.4.2 Ensure that the Subcontractor follows County's reporting formats and procedures as specified by County.

22.28.4.3 Include in the Subcontractor's subcontract substantially similar terms as are provided in Sections 4.6, 17, 18, 19 and 22.6 of this Agreement.

22.28.5 Upon termination of this Agreement for any reason, County will have the right to enter into direct agreements with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct agreements with County.

22.29 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Deliverables or Services provided pursuant to this Agreement is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

22.30 Survival

All Services performed and Deliverables provided pursuant to the authority of this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive. In addition, the terms of Sections 4.6 (Records Retention and Access Requirements), Section 4.7 (Accounting Requirements), Section 8 (Licenses), Section 9 (Ownership), Section 11.3 (Date/Time Compliance Warranty), Section 18 (Confidential Information) and Section 19 (Additional Indemnifications), and Section 22.17 (Legal and Regulatory Compliance) shall survive the termination of this Agreement.

22.31 Waiver

Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by a written instrument signed by the parties hereto.

The parties hereto, having read this Agreement in its entirety, including all attachments hereto do agree thereto in each and every particular.

IN WITNESS WHEREOF, the parties have set their hands hereunto as of the Effective Date.

COUNTY OF SANTA BARBARA

By:
____
Chair, Board of Supervisors

Date: _______________

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: ___________________________
Deputy

CONTRACTOR

By:______________________________
High Line Corporation
Tax Id No.

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

By:___________________________
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By:__________________________
Deputy

APPROVED AS TO FORM:
HUMAN SERVICES DEPARTMENT

By:_______________________

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By:_____________________________

EXHIBIT A

PURCHASE PRICE

Summary of Costs

The following summarizes the costs included in the Cost Details below:

Item	Cost
Personality Software Licenses	$155,375
Personality Software Maintenance (1/2 of first year's rate)	$15,400
Personality Implementation Services (reduced)	$420,900
Oracle Licenses	$52,800
Oracle Maintenance	$20,050
Aquire License	$12,000
Aquire Maintenance	$2,040
Windward License	$6,490
Windward Maintenance	$1,428
Travel Costs	$69,304
Estimated Enhancements	$7,500
MAXIMUM AMOUNT	**$763,287**

Cost Details

Personality Software

The fees for Personality software are based on the number of active employees/retirees, and modules purchased. Contractor is providing Tier 3 pricing, suitable for up to 5,000 active employees/retirees.

Proposed Application Software	License Fees	Maintenance Fees
Foundation	$27,500	$5,010
Salary Administration	$11,000	$2,000
Benefit Administration	$11,000	$2,355
Attendance	$11,000	$2,355
Payroll	$33,000	$7,070
Training & Development	$5,500	$1,000
Labor Relations	$5,500	$1,000
Safety & Health	$5,500	$1,000
Forecasting & Costing	$16,500	$3,535
Employee & Manager Self Service	$11,000	$2,000
Workflow	$11,000	$2,000
Time Rules	$6,875	$1,475
Total	**$155,375**	**$30,800**

Implementation Services

The following are the implementation services identified during the Implementation Planning Session. Contractor assumes that County will use a Quick Start methodology in Phase 1 and a Train the Trainer approach in Phase 2.

Task	Estimated Cost
Project Planning and As Is/To Be Design	$25,000
Software Installation at HL	$2,000
Software Installation at SBC	$5,000
FD, SA and Position Control Detailed Analysis, Set Up and Training (QS)	$24,000
ERD and Change Log Consulting (Interface Consulting)	$12,000
PR and Generic Payroll Interface Detailed Analysis, Set Up and Training (QS)	$24,000
Conversion Training and Consulting - Phase I	$10,000
AT and BE Detailed Analysis, Set Up and Training (QS)	$27,500
Report Writer Training and Report Creation	$4,000
TD, Job Profiles and WF - Detailed Analysis, Set Up and Training (QS)	$24,000
Advanced SA and Advanced System Administration (to tailor ISRV, etc) - Detailed Analysis	$24,000
Phase 1 – Pilot Completion Testing/Sign Off	8500
Create Production Test Environment and Parallel Testing Assistance	$44,500
Live Cutover Assistance	$8,500
Account Management Assistance[1]	$45,000
Phase 1 Live Support (until knowledge transfer)	$9,000
Knowledge Transfer Estimate	$20,000
	0
Proposed Services (not scheduled, and to be confirmed during Phase 2 Planning):	0
Phase 2 Planning	$11,000
SS Admin Training and Consulting (TTT+)	$10,000
EMSS - Training and Consulting Assistance (TTT+)	$10,000
Forecasting and Costing Training and Consulting Assistance (TTT+)	$10,000
Labor Relations and Safety & Health Training and Consulting (TTT+)	$10,000
Org Chart software installation	$500
Org Chart Training (provided by Aquire, but encumbered here)	$3,400
Production Migration Assistance	$10,000
Phase 2 Live Support	$9,000
Project Account Management Assistance - Phase 2[1]	$30,000
Total	**$420,900**

[1] Note – Account Management Assistance costs were reduced from $75,000 to $45,000 in Phase 1 and $40,000 to $30,000 in Phase 2, at the County's request. We will provide services in this area within the hours proposed (this translates to ~466 hours). Any additional time necessary will require a Change Order.

Out Of Pocket Expenses

All reasonable travel and out of pocket expenses incurred for installation and training will be invoiced as incurred. Contractor's budget is as follows:

Purpose	Resource(s)	Days	Airfare	Hotel	Per Diem	Car Rental	Parking/Taxi	Total
Phase I								
Project Planning	Actual Costs							5423
Software Installation	Senior Technical Consultant	5	1278	1238	277	146	128	3067
FD, SA and Position Control Detailed Analysis, Set Up and Training (QS)	Senior Application Consultant	5	2864	1238	277	146	60	4584
PR and Generic Payroll Interface Detailed Analysis, Set Up and Training (QS)	Senior Application Consultant	5	524	1238	277	146	60	2244
Converson Training and Consulting - Phase I	Senior Technical Consultant	10	2556	2475	554	292	256	6133
AT and BE Detailed Analysis, Set Up and Training (QS)	Senior Application Consultant	5	524	1238	277	146	60	2244
Report Writer Training and Report Creation	Senior Technical Consultant	5	1278	1238	277	146	128	3067
TD, Job Profiles and WF - Detailed Analysis, Set Up and Training (QS)	Senior Application Consultant	5	524	1238	277	146	60	2244
Advanced SA and Advanced System Administration (to tailor ISRV, etc) - Detailed Analysis	Senior Application Consultant	5	524	1238	277	146	60	2244
Phase 1 - Pilot Completion Testing/Sign Off	Senior Application Consultant	5	524	1238	277	146	60	2244
Create Production Test Environment	Senior Technical Consultant	5	1278	1238	277	146	128	3067
Parallel Testing Assistance	Senior Application	15	1571	3713	831	438	180	6732

	Consultant							
Live Cutover Assistance	Senior Application Consultant	5	524	1238	277	146	60	2244
Knowledge Transfer Estimate	Senior Application Consultant	20	2094	4950	1108	584	240	8976
<u>Proposed Services</u> (not scheduled, and to be confirmed during Phase 2 Planning):								
Phase 2 Planning	Professional Services Manager	3	1278	743	177	146	60	2404
	Senior Application Consultant	3	524	450	135		60	1169
SS Admin Training and Consulting (TTT+)	Senior Application Consultant	5	524	1238	277	146	60	2244
EMSS - Training and Consulting Assistance (TTT+)	Senior Application Consultant	5	524	1238	277	146	60	2244
Forecasting and Costing Training and Consulting Assistance (TTT+)	Senior Application Consultant	5	524	1238	277	146	60	2244
Labor Relations and Safety & Health Training and Consulting (TTT+)	Senior Application Consultant	5	524	1238	277	146	60	2244
Production Migration Assistance	Senior Application Consultant	5	524	1238	277	146	60	2244
Grand Total								**$69,304**

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Oracle Technology

The following are the Oracle licenses, set forth in Exhibit D that County will purchase from High Line.

Item	License Fee	Maintenance Fee
Oracle Database Server – Standard Edition		
10 Named User Licenses	$1,800	$1,200
2 Processor-based Licenses	$18,000	$6,600
Oracle Application Server – Java Edition		
10 Named User Licenses	$600	$250
2 Processor-based Licenses	$6,000	$2,200
Oracle Business Intelligence – Standard Edition		
10 Named User Licenses	$2,400	$1,000
2 Processor-based Licenses	$24,000	$8,800
Total	$52,800	$20,050

All Oracle fees are subject to change according to the published Oracle Price List.

Windward License

Item	License	Maintenance
Windward Report Writer – Limited Reports Server License includes HL Integration. Limited Server - 2 Processor Server with One Developer License with Auto Tag - 250 Reports/day. License cost includes one Test/Development System	$6,490	$1,428

Aquire License

Item	License	Maintenance
Organization Charts (for up to 10,000 employees)	$12,000	$2,040

Enhancements

The following areas identified in the As Is/To Be Analysis stage where the County felt that additional functionality would be desirable. The County must submit detailed business specifications to High Line. Upon review of these High Line will confirm whether they will undertake enhancement requests, and if so, the estimated effort to complete enhancement requests and proposed deliverable dates. We have provided estimates below based on our understanding of your needs at this time, but this must be confirmed.

Item	Estimated Time	Estimated Cost
UDF Workflow An Enhancement to allow WorkFlow to read and update User Defined Fields at the Work Assignment.		
Unfunded Positions Add approval functionality to the Position and allow Workflows to be triggered on approvals.		
Flex Positions Modify the work assignment to display all the jobs that are associated to the flex position, for any position set up as a ‘part of’ position associated with a master flex position.		
Total – Not To Exceed Commitment		$7,500

EXHIBIT B

PAYMENT SCHEDULE FOR PHASE I

Critical Events	Description	Amount
	(There will be a $99,625 total Holdback on Services)	
At Contract Signing	50% of Personality License Fees	77,688
	Preplanning Services	25,000
	Oracle Licenses and Maintenance	72850
	Windward License and Maintenance	7918
	Fixed Fee for Enhancements	$7,500
	Total	$190,956
Foundation/Salary Administration/Position Control Cycle Completion	50% of Service Fees	20,000
	50% of Foundation and Salary Admin License	19,250
		$39,250
Payroll Interface Cycle Completion	50% of Service Fees	27500
	50% of Payroll License	16500
	Total	$44,000
Benefits and Attendance Cycle Completion	50% of Service Fees	18250
	50% of Benefit and Attendance License	11000
	Total	$29,250
Training and Development and Workflow Cycle Completion	50% of Service Fees	16500
	50% of Training and Development License	8250
	Total	$24,750
Advanced Salary Admin and System Admin	50% of Service Fees	$12,000
Pilot Completion System Acceptance (including Report Writer)	25% of Service Fees for Phase I Services performed to date	$47125
(**50% of Holdback released**)	Pilot Completion Services – 75%	$16,125
	Total	$63,250
Go Live	25% of Service Fees for Phase I Services performed to date	$52,500
(**50% of Holdback Released**)	Go Live Completion Services	$62,000
	Total	$114,500
Knowledge Transfer (to be scheduled)	Paid as services provided	20,000

	Maximum Phase I License Fees	$213,456
	Maximum Phase I Service Fees	$324,500

Support and Maintenance Fees are due 180 Days after software installation; Contractor has agreed to provide Support and Maintenance coverage prior to this date at no charge.

EXHIBIT C

LICENSE AGREEMENT

1. DEFINITIONS:

In addition to the Definitions set forth in Section 1 of the System Agreement, the following definitions shall apply to the terms used within this Exhibit:

a) **"Support and Maintenance Agreement"** means the separate agreement between the COUNTY and HIGH LINE for Service, Maintenance and Support of the Licensed Software, and attached to the System Agreement as Exhibit F.

b) **"Derivative Works"** means any software and copies thereof which are developed by any person and which are based on or incorporate any part or version of the Licensed Software, including without limitation any revision, modification, translation (including compilation or recapitulation by computer), abridgment, condensation, expansion, or any other form in which the Licensed Software may be recast, transformed or adapted, and that if prepared without HIGH LINE's authorization would constitute a copyright or trade secret infringement of the Licensed Software.

c) **"Licensed Software"** means HIGH LINE's Proprietary Software that is being licensed pursuant to this Agreement.

d) **"Use"** means use by the COUNTY of all or any part of the Licensed Software for COUNTY's internal business purposes only with respect to the number of Employee Records set out in the "Cost Details – Personality Software" of Exhibit A of the System Agreement, and not for sub-licensing, rental, application service provider, outsourced consultant, time sharing or service provider or third party service bureau of any kind.

2. GRANT OF LICENSE

HIGH LINE hereby grants and COUNTY hereby accepts a perpetual, non-exclusive license to Use the Licensed Software on the terms and conditions set forth herein.

3. LICENSE FEE

COUNTY agrees to pay HIGH LINE the sum of money set forth in Exhibit A of the Agreement for a non-exclusive and non-transferable perpetual License for the Use of the Licensed Software.

4. SUPPORT AND MAINTENANCE

This Exhibit does not extend to or cover issues related to Support for or Maintenance of the Licensed Software, which is dealt with in Section 12 of the Agreement (Warranty Services During the Warranty Period), and in the Support and Maintenance Agreement, attached to the System Agreement as Exhibit F.

5. INSTALLATION, IMPLEMENTATION and TRAINING

Installation, Implementation and Training shall be provided as set forth in the System Agreement and in the Statement of Work.

6. TERM and TERMINATION

a) This License is effective as of the Effective Date. The License granted herein with regard to each Licensed Software shall remain in force until COUNTY permanently discontinues the Use of that Licensed Software or until HIGH LINE terminates this License Agreement upon written Notice to COUNTY by reason of COUNTY'S failure to comply with any of the terms and conditions of this License Agreement or unless terminated as set out in the System Agreement. If the COUNTY inadvertently fails to comply with any of the terms of this License Agreement, the COUNTY will be granted ten (10) Days after written notification from HIGH LINE to comply with the terms of this License Agreement prior to termination.

b) Within thirty (30) Days after COUNTY has permanently discontinued the Use of any Licensed Software or HIGH LINE has terminated any License by reason of COUNTY'S failure to comply with any of the terms of this License Agreement or termination of this License as set out in the System Agreement, COUNTY will certify, in writing, to HIGH LINE, that through its best efforts, and to the best of its knowledge, the original and all copies, in whole or in part, in any form, including partial copies of the discontinued or terminated Licensed Software have been destroyed or, at HIGH LINE’s option, returned to HIGH LINE.

c) In addition to the foregoing, the System Agreement and the Statement of Work may contain additional provisions regarding termination of this License Agreement and the License, in which case such provisions in the System Agreement and the Statement of Work will supersede anything to the contrary in this License Agreement.

7. LICENSE and PROPERTY RIGHTS

a) The License granted under this License Agreement authorizes COUNTY on a personal, non-transferable and non-exclusive basis, to Use any Licensed Software without right to sub-license or rent.

b) The Licensed Software and all copies thereof are the property of HIGH LINE and title thereto remains with HIGH LINE.

c) All applicable rights in patents, copyrights, trade-marks and trade secrets in the Licensed Software are and will remain with HIGH LINE. The COUNTY shall not remove any HIGH LINE trademarks or ownership Notices imbedded in any of the Licensed Software.

d) The COUNTY shall not sell, transfer, publish, disclose, display, disseminate or otherwise make available any Licensed Software or copies thereof to others without HIGH LINE’s prior written consent.

e) The COUNTY agrees to secure and protect each Licensed Software and any copy thereof, from use by unauthorized persons and agrees to take appropriate action through instruction with its employees who are permitted access to each Licensed Software or copies thereof, to satisfy its obligations under this Agreement.

f) COUNTY agrees that it will take appropriate action by instruction, agreement, or otherwise with its employees or other persons permitted access to Licensed Software to satisfy its obligations under this License Agreement with respect to use, copying, modification, and protection and security of Licensed Software.

g) COUNTY agrees not to provide or otherwise make available any Licensed Software, in any form, to any person other than COUNTY'S or HIGH LINE'S employees without prior written consent from HIGH LINE, except during the period any such person is on COUNTY'S premises with COUNTY'S permission for purposes specifically related to COUNTY'S Use of the Licensed Software.

h) The COUNTY may generate, develop and use Derivative Works, provided:

   i) the COUNTY shall be deemed to have the right to Use the Derivative Works for the term of the License herein granted;

   ii) all such Derivative Works shall be owned by and shall be the exclusive property of HIGH LINE;

   iii) HIGH LINE shall not have any obligation to maintain or support Derivative Works, unless otherwise agreed to in writing, or unless HIGH LINE incorporates such Derivative Works into the Licensed Software in its Base System and delivers same to COUNTY as part of an Enhancement, authorized fix, change or upgrade; and

   iv) the COUNTY will notify HIGH LINE of the creation of any Derivative Works, and will immediately on request from HIGH LINE provide HIGH LINE with source code and supporting documentation for Derivative Works.

i) COUNTY shall not disassemble, de-compile, translate or reverse engineer the Licensed Software without HIGH LINE’S prior written consent.

8. <u>COPIES</u>

The COUNTY shall be entitled to make copies of the Licensed Software for backup, Training and System development purposes. The original and any copies of Licensed Software, in whole or in part, which are made by COUNTY shall be the property of HIGH LINE. COUNTY agrees to reproduce and include the applicable copyright notice on any copies, in whole or in part, in any form, including partial copies and modifications to Licensed Software. COUNTY shall maintain records specifically identifying the location of each copy of the Licensed Software and shall make such records available to HIGH LINE during regular business hours upon reasonable Notice for purposes of enforcement of the terms and conditions of this License Agreement.

9. <u>ESCROW</u>

By signing this Agreement the COUNTY becomes a beneficiary for the Source Code for the Licensed Software. HIGH LINE agrees to notify Lincoln-Parry Associates Inc., with whom HIGH LINE has a Software Escrow Agreement, that COUNTY has become an eligible beneficiary under this License Agreement.

10. <u>EXTENDED APPLICATION</u>

The provisions of this License Agreement shall govern the terms of any present or future order from COUNTY. Acceptance by COUNTY of any Licensed Software or optional materials from HIGH LINE shall be deemed conclusive evidence of COUNTY'S agreement that the License for such Licensed Software or optional materials is governed by this License Agreement.

11. INJUNCTION AND EQUITABLE REMEDIES

The COUNTY hereby recognizes that the Licensed Software is a valuable asset of HIGH LINE and that any remedy contemplating, inter alia, the award of monetary damages in the event of a violation or impending violation of any of the terms and provisions of this Agreement shall be inadequate. As a result, HIGH LINE shall, in addition to any other relief available to it (including, without limitation, monetary damages to the extent that HIGH LINE proves such damages), be entitled to the remedy of an injunction and other equitable remedies without having to establish the inadequacy of any remedy available to it. The COUNTY hereby undertakes not to make any defense in proceedings regarding the granting of an injunction or specific performance which refer to the availability to HIGH LINE of other remedies.

EXHIBIT D

ORACLE CORPORATION SUB-LICENSE AGREEMENT

This Sub-Licensee Agreement when fully executed forms an integral part of the "Program License Agreement" **#070703** between Sub-licensor and Sub-licensee.

Sub-licensor has entered into a Value Added Relicensor Agreement to allow Sub-licensor the right to market and grant sublicenses, at discounted rates, to Sub-licensee. In accordance with the terms and conditions of the Value Added Relicensor Agreement entered into by Sub-licensor, Sub-licensee must agree to the terms and conditions of this Sub-license Agreement for the right to use the Application Programs noted in Exhibit A, Oracle Corporation Application Programs, of this Agreement.

Terms and Conditions

Sub-licensee agrees to the following terms and conditions:

(i) use of the Application Programs are restricted to object code form only on a single Designated System, as described in Exhibit A, by a maximum number of Users for Sub-licensee's own internal data processing;

(ii) transfer or duplication of the Programs is prohibited except for temporary transfer in the event of computer malfunctions and a single backup or archival copy;

(iii) assignment, timesharing or rental of the Programs is prohibited;

(iv) use of the Programs for any purpose outside the scope of the Program License Agreement **#070703** between the Sub-licensor and Sub-licensee is prohibited except as otherwise specified;

(v) the reverse engineering, disassembly or decompilation of the Programs is prohibited except where Sub-licensor has not provided Sub-licensee, within a reasonable time and after written request, such information as is available to Sub-licensor and is necessary by Sub-licensee to create software programs which are interoperable with the Programs but do not infringe the intellectual property rights;

(vi) title of the Programs shall not pass to Sub-licensee;

(vii) Sub-licensee shall, at termination of this Sub-license, discontinue use and shall destroy or return to Sub-licensor the Programs, documentation and all archival or other copies of the Programs;

(viii) publication or disclosure to third parties of any results of benchmark tests run on the Programs is prohibited;

(ix) Sub-licensee must comply fully with all relevant export laws and regulations of Canada and the United States to assure that neither the Programs nor any direct product thereof are exported, directly or indirectly, in violation of Canadian or United States laws;

(x) the Programs are not specifically developed or licensed for use in any nuclear, aviation, mass transit, or medical application or in any other inherently dangerous applications. Any claims or damages arising from use of the Programs for such applications by Sub-licensee are prohibited;

(xi) Sub-licensee, while covered under an Annual Support Agreement with Sub-licensor as per Program License Agreement **#070703** between Sub-licensor and Sub-licensee, shall direct any technical support issues directly to Sub-licensor.

Entire Agreement

This Sub-license Agreement, including Schedule 1 attached hereto, constitute the entire understanding between the parties as it relate to sublicenses and supercedes all prior oral or written agreements or understandings between them. It may not be changed orally, but only by an Agreement in writing executed as provided herein.

The undersigned hereby acknowledges that they have read and that they fully understand the terms of the above Sub-license Agreement, the terms and conditions of which are hereby incorporated and acknowledged by this reference. The undersigned hereby agree that by signing this document they become parties to said Agreement and agree to be bound by all terms, conditions and obligations contained therein.

SCHEDULE 1

ORACLE CORPORATION APPLICATION PROGRAMS

In accordance with the Business Alliance Programme Agreement number 3285 dated June 7, 1997 and the "Addendum" bearing an effective date June 1, 1999 in effect between the Sub-licensor and Oracle Corporation Canada Inc. ("Oracle"), Sub-licensor hereby grants to the Sub-licensee a non-exclusive, non-transferable sublicense of the Programs set forth:

ORACLE APPLICATION PROGRAMS and LICENSE TYPE:

- Oracle Business Intelligence, Standard Edition – 2 x Processor License
- Oracle Database Server, Standard Edition – 2 x Processor License
- Oracle Application Server, Java Edition – 2 x Processor License
- Oracle Business Intelligence, Standard Edition – 10 x Named User License
- Oracle Database Server, Standard Edition – 10 x Named User License
- Oracle Application Server, Java Edition – 10 x Named User License

If Sub- Licensee does not purchase Oracle Licenses from Sub-Licensor or owns a current license of the above, Sub-Licensee agrees to provide Sub-Licensor with their CID/CSI account numbers for those Oracle products not Sub-Licensed through Sub-Licensor.

Oracle shall not be held liable for any damages, whether direct or indirect, incidental or consequential arising from the use of the Programs. This Sub-license does not include warranties, express or implied, on behalf of Oracle.

EXHIBIT E

. AQUIRE, (formerly TIMEVISION, INC.) SUB-LICENSE AGREEMENT

between: **HIGH LINE CORPORATION**
145 Renfrew Drive, Suite 210
Markham, Ontario, Canada L3R 9R6

("Sub-licensor")

and: **SANTA BARBARA COUNTY**
1226 Anacapa Street
Santa Barbara, California, USA
93101

("Sub-licensee")

This Sub-Licensee Agreement when fully executed forms an integral part of the **"Software License Agreement" #070703 dated "Pending" , 2007** between Sub-licensor and Sub-licensee.

Sub-licensor has entered into an Alliance Network Agreement to allow Sub-licensor the right to market and grant sublicenses, at discounted rates, to Sub-licensee. In accordance with the terms and conditions of the Alliance Network Agreement entered into by Sub-licensor, Sub-licensee must agree to the terms and conditions of this Sub-license Agreement for the right to use the Application Programs noted in Exhibit A, Aquire Application Programs, of this Agreement.

Terms and Conditions
Sub-licensee agrees to the following terms and conditions:

(i) use of the Application Programs are restricted to object code form only, installed and limited as described in Exhibit A, for Sub-licensee's own internal data processing;

(ii) transfer or duplication of the Programs is prohibited except for temporary transfer in the event of computer malfunctions and a single backup or archival copy;

(iii) assignment, timesharing or rental of the Programs is prohibited;

(iv) use to the Programs for any purpose outside the scope of the Program License Agreement **#070703** between the Sub-licensor and Sub-licensee is prohibited except as otherwise specified;

(v) the reverse engineering, disassembly or decompilation of the Programs is prohibited;

(vi) title of the Programs shall not pass to Sub-licensee;

(vii) Sub-licensee shall, at termination of this Sub-license, discontinue use and shall destroy or return to Sub-licensor the Programs, documentation and all archival or other copies of the Programs;

(viii) publication or disclosure to third parties of any confidential information is prohibited;

(ix) Sub-licensee, while covered under an Annual Support Agreement with Sub-licensor as per Program License Agreement **#070703** between Sub-licensor and Sub-licensee, shall direct any technical support issues directly to Sub-licensor.

Entire Agreement

This Sub-license Agreement, including Schedule 1 attached hereto, constitute the entire understanding between the parties as it relate to sublicenses and supersede all prior oral or written agreements or understandings between them. It may not be changed orally, but only by an Agreement in writing executed as provided herein. In the event of any conflict between the terms of this Sublicense Agreement and the Software License Agreement, the terms of this Sublicense Agreement will prevail.

The undersigned hereby acknowledges that they have read and that they fully understand the terms of the above Sub-license Agreement, the terms and conditions of which are hereby incorporated and acknowledged by this reference. The undersigned hereby agree that by signing this document they become parties to said Agreement and agree to be bound by all terms, conditions and obligations contained therein.

SCHEDULE 1

AQUIRE APPLICATION PROGRAMS

In accordance with the Alliance Network Agreement dated March 31, 2003 & Amended June 29, 2004 between the Sub-licensor and Aquire, Sub-licensor hereby grants to the Sub-licensee a perpetual, non-exclusive, non-transferable sublicense of the Programs set forth:

AQUIRE APPLICATION PROGRAMS:

- Org-Publisher Enterprise Edition Software

Authorized Installs and charting level: "DATE PENDING"

- Charting level – up to 10,000 employees

One time License Fee $12,000 USD dollars and recurring Annual Maintenance $2,040 USD dollars due upon installation with 2nd year renewal to be billed and pro-rated with High Line Support and Maintenance Agreement.

Upgrades, defined as product enhancements, released by Aquire, are free to the Sublicensee if they are covered by maintenance on the date of release.

Aquire shall not be held liable for any damages, whether direct or indirect, incidental or consequential arising from the use of the Programs. This Sub-license does not include warranties, express or implied, on behalf of Aquire.

EXHIBIT F

SUPPORT AND MAINTENANCE AGREEMENT

1. **Subject Matter:** This Annual Support and Maintenance Agreement constitutes a formal agreement between HIGH LINE and COUNTY for annual Service on the Licensed Software listed on Exhibit C to the System Agreement (the "Licensed Software"), and any additions or deletions therefrom agreed to by HIGH LINE and COUNTY in writing from time to time, in accordance with the terms of this Support and Maintenance Agreement.

2. **Term:** This Support and Maintenance Agreement commences on the date that the Licensed Software is installed on the County Equipment. This Support and Maintenance Agreement shall automatically renew at the expiry of the then current term for the next ensuing twelve (12) months, unless terminated by either party by written Notice delivered not less than thirty (30) Days prior to the end of the then current term; provided that High Line agrees not to terminate this Support and Maintenance Agreement as long as COUNTY is complying with its obligations under the System Agreement and this Support and Maintenance Agreement and is paying the Support and Maintenance Rates set forth in Exhibit A and HIGH LINE is continuing to support the version of the Licensed Software then being Used by COUNTY.

3. **Support and Maintenance Rates:** The initial payment for Support and Maintenances Services pursuant to this Exhibit F shall not be due and payable until 180 Days after the Licensed Software has been installed on the County Equipment. The Support and Maintenance Rates and payment terms applicable throughout the initial Support and Maintenance period are set forth in Exhibit A of the System Agreement. A schedule of subsequent Support and Maintenance Rates and payment terms will be mailed by HIGH LINE to COUNTY not less than forty-five (45) Days prior to the expiration date of the then current Support and Maintenance Agreement. If any part of the term of this Support and Maintenance Agreement is greater or less than twelve months, the Support and Maintenance Rate for that part of the term of the Support and Maintenance Agreement will be adjusted pro rata for the period in question on a per diem basis. If the County fails to complete payment of any Support and Maintenance Purchase Price as required by Exhibit A and this Exhibit F within 30 Days after its original due date, after providing 30 Days prior written Notice, HIGH LINE may elect to immediately suspend all Services then in progress, and if it becomes necessary to terminate the Agreement, COUNTY will forfeit monies previously paid to HIGH LINE for Support and Maintenance Services.

4. **Adjustment to Expiry Date:** HIGH LINE may, from time to time, adjust the expiration date of this Support and Maintenance Agreement for administrative purposes, in which case HIGH LINE will provide thirty (30) Days prior written Notice and any Service rates paid or to be paid will be adjusted accordingly pro rata on a per diem basis.

5. **Coverage:** HIGH LINE agrees to provide the following Licensed Software Support and Maintenance Services to COUNTY during the term of this Support and Maintenance Agreement, conditional upon a signed Support and Maintenance Agreement being in effect and all Support and Maintenance Rates having been paid up to date at the time the service is to be provided:

a) Corrections and fixes for any errors or inconsistencies in the programs in the Licensed Software due to HIGH LINE programming error, or failures of the programs or databases in the Licensed Software to perform in accordance with the manuals provided by HIGH LINE or the Performance Standards as set forth in the System Agreement and Exhibit H, which are identified in writing to HIGH LINE by COUNTY during the term of this Support and Maintenance Agreement. COUNTY shall assist HIGH LINE in identifying the circumstances in which such errors or inconsistencies were discovered and in providing documentary evidence of the same.

b) Improvements, changes, upgrades and updates to the Licensed Software and related documentation as they become generally available.

c) Support for Oracle Database and Oracle Tools software to the extent they have been incorporated into the Licensed Software, or they are required to make reasonable use of the Licensed Software.

d) Updates to the Licensed Software to provide the ability to configure rules required to meet Human Resource related Federal and State calculations and reporting requirements ("Government Changes").

e) Access to HIGH LINE'S web based Customer Care Center 24 hours a Day; and during normal working hours, Monday to Friday, 8 a.m. to 8.p.m. Eastern Standard Time, except for statutory holidays, HIGH LINE shall provide initial response to problems within four (4) working hours of notification by County to the High Line Support Line; and provide Services by pre-arranged appointment between County and Contractor.

f) If critical issues are identified by COUNTY, (e.g., if COUNTY cannot extract the data required to produce payroll) COUNTY will create a Customer Care case and contact Customer Support immediately (within standard support hours). Customer Support will begin investigating the issue immediately, and all resources necessary to resolve the issue will be utilized until the issue is resolved. Additional charges may be involved if Services are required outside the standard Support Services set forth in Section 5(a) of this Exhibit F.

g) Enhancements and associated Documentation that are provided as general releases to the Licensed Software, in whole or in part, at no additional cost, for System Modules purchased. Such Documentation shall be adequate to inform County of the problems resolved, if any, including any significant differences resulting from the release, which are known by HIGH LINE. HIGH LINE warrants that each such Enhancement general release shall have been tested and shall perform according to the Specifications. HIGH LINE agrees to correct corrupted Data that may result from any System Deficiency introduced by the Enhancement. County agrees to install all new releases and Enhancements into a test environment, and test to ensure that no issues result, including corruption of data, prior to moving to the production environment.

In return for the services described in this Section 5, COUNTY will pay HIGH LINE the Support and Maintenance Rates referred to in Exhibit A of the System Agreement, failing which HIGH LINE may refuse to provide these services as set out in Section 3 to this Exhibit F above.

Notwithstanding anything herein to the contrary, HIGH LINE shall not be obligated to deliver Government Changes as set forth above and in Section 15.1 of the System Agreement for any calendar year unless COUNTY has executed an Support and Maintenances Agreement and paid Support and Maintenance Rates for that calendar year, and installation or use of Government Changes for any calendar year shall be deemed to be a binding agreement between HIGH LINE and COUNTY for COUNTY to pay the then current Support and Maintenance Rates for all of that calendar year.

6. Exclusions: Notwithstanding anything herein to the contrary, the following matters are not covered by this Support and Maintenance Agreement and HIGH LINE shall not provide corrections, fixes, updates, upgrades, support or maintenance under the terms of this Support and Maintenance Agreement for:

a) New developments or modifications to the Licensed Software requested or made by COUNTY or someone on its behalf.

b) Software Enhancements, programs or databases that have been custom written for COUNTY by HIGH LINE and do not form part of HIGH LINE's Base System for the Licensed Software.

c) COUNTY calculation programs, Discoverer reports, and customized COUNTY reports which do not form part of HIGH LINE's Base System for the Licensed Software.

d) Training or retraining of new or existing personnel in the operations or understanding of the Licensed Software.

e) Any problems, errors, omissions, deficiencies or inconsistencies caused by modifications, additions or tampering with the Licensed Software by persons other than HIGH LINE personnel.

f) Any problems caused by COUNTY as a result of file or table manipulation. It is COUNTY'S responsibility to fully test all file or table changes prior to using them in production.

g) Provision of, or support for, the Vertex PAYROLLTAX™ System (except as may be noted in Section 5, above), if applicable. It is COUNTY's responsibility to arrange for its use and service through Vertex Systems Inc.

h) Support of Third Party Software (except as may be noted in Section 5, above).

i) Any problems, errors or inconsistencies not attributable to matters expressly set out in Section 5, above.

For any of these items, COUNTY shall pay HIGH LINE on a time and materials basis at HIGH LINE's then current professional services fees rates for its customers, all invoices to be paid on a net thirty Days basis.

7. Termination: After the Warranty Period, this Support and Maintenance Agreement shall automatically terminate on termination of COUNTY'S License Agreement for the Licensed Software. In addition, either party may terminate this Support and Maintenance Agreement at any time during the term of this Support and Maintenance Agreement if the other party is in default of their obligations hereunder and such default continues and is not rectified after thirty Days prior written Notice in that regard. Provided that upon termination of this Support and Maintenance Agreement for any reason or cause COUNTY shall remain liable for, shall pay, and shall have no refund entitlements with respect to, the Support and Maintenance Rates then in effect for the balance of the then current term, except as follows:

If this Support and Maintenance Agreement is terminated by COUNTY because of a default made by HIGH LINE under the terms of this Support and Maintenance Agreement or the License Agreement, then COUNTY shall be entitled to receive a per diem refund of the Support and Maintenance Rates for the remaining unexpired term of the Agreement as of the effective date of such termination.

8. Notice of Discontinuance: HIGH LINE agrees to provide COUNTY with twelve months written Notice if HIGH LINE decides to discontinue offering these support services for all or any part of the LICENSED SOFTWARE, in which case the expiration date of this Support and Maintenance Agreement will be adjusted accordingly and the Support and Maintenance Rates will be adjusted on a pro rata per diem basis to the new expiration date.

9. Warranty: EXCEPT FOR THE WARRANTIES SET FORTH IN THE SYSTEM AGREEMENT, HIGH LINE GRANTS NO WARRANTIES OR CONDITIONS, EITHER EXPRESS OR IMPLIED, ON ANY LICENSED PROGRAM AND ITS PERFORMANCE, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE, AND THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF HIGH LINE FOR DAMAGES OCCURRING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF LICENSED PROGRAMS.

10. Limitation Of Liability: Except for circumstances involving breach of confidentiality or intellectual property claims, COUNTY agrees that HIGH LINE's liability hereunder for damages including but not limited to liability for any funds or mutual breach of this Agreement and regardless of the form of action, shall not exceed the charges paid by COUNTY for the particular maintenance and support services in question.

No action, regardless of form, arising out of the transactions under this Support and Maintenance Agreement may be brought by either party more than one year after the cause of action has occurred, except that an action for non-payment may be brought within one year after the date of last payment.

IN NO EVENT WILL HIGH LINE BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOSS OF REVENUES OR LOSS OF PROFITS OR ECONOMIC LOSSES, EVEN IF HIGH LINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE REASONABLY FORESEEABLE, WHETHER IN AN ACTION BASED ON CONTRACT OR TORT.

EXHIBIT G

STATEMENT OF WORK

EXHIBIT H

PERFORMANCE STANDARDS

COUNTY OF SANTA BARBARA ACCEPTANCE TEST PROCEDURES DOCUMENT

Contents

1. Pilot Completion Milestones

The following are the Pilot Completion Milestones, the person(s) responsible for sign off, and the dates that they must be completed by. Note – this document is developed to assist COUNTY in establishing a plan to ensure they have completed the testing required to ensure that their rules are completed in a Pilot environment. High Line's obligation remains that of ensuring that the software conforms to the current documentation and commitments made in the RFP response, for the modules purchased.

Milestones	Sign Off Assigned To	Acceptance Date
System Installation	DN – Dec 7, 2007	
Functionality:		
Foundation and Salary Administration	DN – Jan 4, 2008	
Payroll Interface	DN – Feb 1, 2008	
Benefit Administration and Attendance	DN - March 7, 2008	
Recruitment (Job Profiles), Training & Development and Workflow	DN – April 4, 2008	
Phase II	**To be determined**	
EE/MGR Self Service		
Training & Development Phase II		
Forecasting & Costing		
Organization Charts		
Labor Relations		

2. Pilot Completion Test Plan

The following is the Pilot Completion Test Plan that was jointly agreed upon. These are the items that will be completed in order to satisfy the Pilot Completion Milestones. We have identified who will be responsible for sign off of these items, and the date this is required by.

	Pilot Completion Test Plan	How Proven	Testing Assigned to and date to be completed by	Signed Off By – Person and Date
	System Installation		DN – Dec 7, 2007	
1	COUNTY can connect to the System from COUNTY Impl Room EU Training Room	Able to access professional edition and self service via a browser and run RMFN for function IEID to previewer. Unless caused by issues outside of High Line's control	DN – Dec 7, 2007	
2	Three instances created – Demo/Training, Pilot and Conversion, and able to access tables	Able to sign into each environment via a browser and access tables listed in published ERD's	DN – Dec 7, 2007	
3	Printers configured and tested	Able to print from Demo/Training System – print Employee Profile (REMP) results Unless caused by issues outside of High Line's control	DN – Dec 7, 2007	
4	Browser performance tested	Sign on from desktop icon and from browser with acceptable response time on Demo IEAS, unless caused by network issues outside of High Line's control	DN – Dec 7, 2007	
5	Discoverer installed correctly	Able to access Discoverer Administration Layer and End User Layer, and view the EP tables in the Administration Layer. Unless caused by issues outside of High Line's control.	DN – Dec 7, 2007	
	FUNCTIONALITY – PHASE I			
	Foundation Functionality			
	Foundation – Organization Structures		DN – Jan 4, 2008	
6	Ability to define key Org Structures specified in Homework Spreadsheet and related details for representative employees selected for Pilot System – Entity, Department, Org Levels, Unit, Group, Location, Payroll, Jobs and Positions (supervisory relationships)	Completed set up of representative org structures in Pilot Test environment	DN – Jan 4, 2008	
	Foundation – Employee Demographics		DN – Jan 4, 2008	
7	Ability to track employee demographics for representative employees selected for Pilot System	Completed set up of all Foundation Modules screens (IEID, IEPI, IEEI, IEAS, IEST, IECT, IEPP, IEMT) for information identified for Pilot employees in detailed analysis session.	DN – Jan 4, 2008	
8	Ability to print Employee Profile report – REMP	Run report for representative employees and verify information entered.	DN – Jan 4, 2008	
9	Able to track the information required for reporting analysis	Suggestion – confirm that you can add UDF's to any form and can report on UDF's with ad hoc reporting tool. SBC must provide all details within module set up timeframe.	DN – Jan 4, 2008	
10	Ensure effective dating and history maintenance meets COUNTY's needs	Enter changes in the past, current and future, and ensure that the history is maintained properly.	DN – Jan 4, 2008	
11	Ensure that the system accepts all types of personnel actions, as specified here.	Enter transactions for hire, fire, transfer, demote, promote, change address, reclassify, merit increase, bonus payment, mass pay changes, and other common transactions (to be agreed upon during detailed analysis) and verify that all	DN – Jan 4, 2008	

	Pilot Completion Test Plan	How Proven	Testing Assigned to and date to be completed by	Signed Off By – Person and Date
		transactions have the expected results.		
12	Ensure COUNTY can set up security roles/users with the required controls	Build a payroll, hr and mgr user, and assign appropriate roles and execution rights, and confirm that rules are applied by running reports/being stopped, trying to view restricted data, etc.	DN – Jan 4, 2008	
	Salary Administration			
13	Define salary ranges and scales and steps, and link to appropriate structures for Pilot employees	Set Up Salary Range (ISSR) and Salary Scale/Step (ISWS) and review on View Employee Profile, Job Definition, Position Definition and Assignment (VEEP, IDJB, IDPS, IEAS) – ensuring proper ranges, compa-ratios and quartiles are calculated and/or scales and steps. Verify defaults on IDJB/IDPS/IEAS.	DN – Jan 4, 2008	
14	Define salary range progressions and scales step progressions for Pilot employees	Run the Update Salary Range and Update Pay for Performance (USPF, USAS) and verify results meet requirements.	DN – Jan 4, 2008	
15	Confirm mass salary change program functionality addresses requirements structures for Pilot employees	Run Apply General Wage Changes program (USSC) for what if analysis – confirm report output meets requirements and Update Wage Scale Steps and Mass Salary Update Report (USWS and USMC) for scales and steps, verifying on IEAS.	DN – Jan 4, 2008	
16	Generate upcoming reviews and track performance evaluation results for Pilot employees	Run Generate Upcoming Reviews (USUR) and view results on Salary Review Form (ISRV) ensuring they are created according to required rules and that we can track effective date (planned and occurred, and overall results) and review criteria required.	DN – May 2, 2008	
17	Track job evaluation results and generate salary ranges derived from these points for Pilot employees	*During training set up examples that can be used in future (not currently utilized in live production environment).*	DN – May 2, 2008	
18	Automate calculation of recommended increases (pay for performance) for Pilot employees	Generate Pay for Performance Form (ISPF) and review to ensure correct rules applied.	DN – May 2, 2008	
	Discoverer		DN – Feb 28, 2008	
19	Able to create a Business Administration Layer and End User Layer and Generate Key Reports (minimum of 1 each from HR ,PR and IT team members)	*During training, build the Business Administration and End User Layers required to generate pre-defined reports required by each user, and generate these reports (within timeframe available).*	DN – FEB 28,2008	
	Payroll Functionality – Basic/Limited		DN – Feb 1, 2008	
20	Able to add Payroll Structures required: Calendars, Pay components/Elements, Payrolls, Premiums	Select Payroll Register values from eP system for pay period ** for Pilot employees – amounts loaded from COUNTY's payroll should match Payroll register in COUNTY's Payroll that originated the file that was loaded.	DN – Feb 1, 2008	
21	Complete cycle, updating pay history for Pilot employees	Complete pay cycle programs and review Payroll history register for pay period selected.	DN – Feb 1, 2008	
	Custom Payroll Interface Functionality		DN – Feb 1, 2008	
22	Ability to import the required data from the eP database into COUNTY's Payroll prior to running payroll.	Run a payroll in COUNTY's Payroll using the imported data provided, and compare to a payroll that did not use imported data. High Line's responsibility is to ensure	DN – Feb 1, 2008	

	Pilot Completion Test Plan	How Proven	Testing Assigned to and date to be completed by	Signed Off By – Person and Date
		required data is available.		
23	Ability to import the information from COUNTY's Payroll system into Personality, once the payroll has been processed.	Select Payroll Register values from eP system for a test pay period for Pilot employees – amounts loaded from COUNTY's payroll should match Payroll register in COUNTY's Payroll that originated the file that was loaded. High Line's responsibility is to import the data that the County provides in the required format.	DN – Feb 1, 2008	
	Benefits			
25	Benefit plans are set up correctly, and linked to unit/group structure for Pilot employees	Hiring new employees, and correct benefits default. Transfer between unit/group and correct benefit rules apply (on IBEL/IBEN).	DN – March 7, 2008	
26	Ability to import benefit data into COUNTY's Payroll containing the Benefits information required and in the format necessary to be imported into COUNTY's Payroll system for Pilot employees	Run a payroll in COUNTY's Payroll using the imported data provided, and compare to a payroll that did not use imported data.	DN – March 7, 2008	
27	Reporting for Pilot employees	Able to run Benefits reports related to functionality required.	DN – March 7, 2008	
28	Interfaces – benefits carriers	Ensure carriers accept all interface files/reports required. High Line is responsible for providing utilities to allow creation of interface files, within the standard capabilities of the system as per current documentation.	DN – March 7, 2008	
	Attendance			
29	Attendance policies are set up correctly, and linked to appropriate unit/group structure for Pilot employees	Hiring new employees, and correct leave policies default and calculate during payroll cycle. When transferred to different unit/group, ensure correct policies applied.	DN – March 7, 2008	
30	Reporting for Pilot employees	Able to run Attendance reports related to functionality required.	DN – March 7, 2008	
31	Verify accurate import of Time and Attendance data from COUNTY-TE	Import Time data from COUNTY's time entry system and verify that data populates correctly in eP. . High Line's responsibility is to import the data that the County provides in the required format.	DN – March 7, 2008	
32	Verify that user defined fields such as Leave Accrual Date function as required for Pilot employees, within standard system capabilities.	Add transactions utilizing user defined fields and ensure transactions function as required.	DN – March 7, 2008	
	Functionality – Workflow			
33	Module performs to published documentation on features required to automate electronic notifications.	During training, confirm that the WF notifications that are required from the To Be vision function properly, e.g. perf reviews, benefit changes, timesheets, etc.	DN – April 4, 2008	
34	Module performs to published documentation on features required to automate electronic notifications..	During training, ensure we set up examples of each type of workflow – where possible use the sample business process flows that COUNTY has defined.	DN – April 4, 2008	

	Pilot Completion Test Plan	How Proven	Testing Assigned to and date to be completed by	Signed Off By – Person and Date
35	Verify that Workflow updates fields correctly	Run transactions that require Workflow to update data in fields and ensure that the work flow rules have been set up and operate as required. (Note – in detailed analysis, define what will be included, within the system's capabilities, and/or for agreed upon enhancements).	DN – April 4, 2008	
	Training and Development			
36	Allows new classes to be created in the and links completion of classes to anticipated competencies	Set up at least two new classes and register employees for the class. Ensure it updates employee profile automatically with newly achieved competencies upon completion of the course (on ICPQ)	DN – April 4, 2008	
37	Allows County to define Jobs, including description, training needs, requirements and competencies (High Line has agreed to allow COUNTY to utilize the Job Profile Form (IRJP) limited to tabs indicated above, for Pilot employees.	Set up several Pilot Test employee profiles, and supporting tables, confirming that the system provides the ability to meet requirements in this area. Review gaps on Measure Personal Competency form (ICPC).	DN – April 4, 2008	
	FUNCTIONALITY – PHASE II		**Dates, responsibilities and test plan to be confirmed in Phase II Planning Session**	
	Attendance			
39	Verify that leave requests cannot exceed leave banks ** this is relevant for self service only – adj test timeframe appropriately.	Enter leave requests on Self Service Leave Request form (WEALP) and verify that excess requests provide correct logic at point of entry.)		
	Functionality – Labor Relations			
40	Define grievance rules by bargaining contract			
41	Track employee complaints and grievances			
42	Track disciplinary actions			
43	Module performs to published documentation on features required	During training, check off published features and any RFP commitments in the Pilot System (taking into consideration any limitation cause by modules not purchased/utilized fully)		
44	Teach COUNTY how to address requirements to allow them to track EEO Complaints according to approach determined during implementation plan.	Extend standard forms and tailor to meet requirements, following training provided.		
	Functionality – Forecasting & Costing			
45	Module performs to published documentation on features required	During training, check off published features and any RFP commitments in the Pilot System (taking into consideration any limitation cause by modules not purchased/utilized fully)		

	Pilot Completion Test Plan	How Proven	Testing Assigned to and date to be completed by	Signed Off By – Person and Date
46	Confirm that budget's estimates match to current budget forecast tool results (with reconciliation, where appropriate)	With Pilot employees, run through what if scenario and compare to results created by current tools.		
	Functionality –EE/Mgr Self Service			
47	Module performs to published documentation on features required	During training, check off published features and any RFP commitments in the Pilot System (taking into consideration any limitations cause by modules not purchased/utilized fully).		
48	Personnel Actions – able to create PA's automatically and/or manually for any proposed changes, with multiple approval levels	Generate PA's for Pilot employees for any proposed changes required, and verify correct approver (role/user/manager, etc.) receives approval record		
49	We will mutually agree on additional test items as part of the Phase 2 Planning Session, and establish a test plan to prove that they meet requirements.			
	Functionality – Organization Charts			
50	Org Chart software interfaces with Personality	During training (provided by Aquire), generate an organization chart sample based on information in the Personality database, updated automatically when connected.		
51	COUNTY and HIGH LINE will mutually agree on additional test items as part of the Phase 2 Planning Session, and establish a test plan to prove that they meet requirements.			

3. Pilot Completion Sign Off Procedures

1. On-site/Remote Sessions – with Senior Consultant, review Pilot Completion Test Plan items and if complete, sign off with date and person on Form included above.
2. Project Account Review Sessions – with Project Account Manager (Robert) will include a review of the Pilot Completion Test Plan items. If complete, sign off with date and person on the Form included above.
3. Outstanding Issues - If there are outstanding issues, these should be documented and submitted to High Line via the Customer Care System. Clients will work with the Project Account Manager to identify solutions to outstanding issues. Testing must be completed by COUNTY according to the timeline, or a mutually acceptable adjustment.

EXHIBIT I

EQUIPMENT LIST

The following Equipment will be provided by County for purposes of this Agreement:

Items/description	Part no	Unit price	Qty	Ext price
-Configurable- HP ProLiant DL380 G5 - 3.00GHz High Performance Rack Server	**Base**	$6,834.00	1	$6,834.00
HP ProLiant DL380 G5 3.00GHz High Performance Server	**391835-HP2**			
Processor				
2 Dual Core Intel® Xeon® 5160 (3.00GHz, 1333 FSB) Processors				
HP 6GB Fully Buffered DIMM PC2-5300 6X1GB Memory	**397411-6GB**			
HP slimline DVD+RW 8X drive	**383975-B21**			
HP Smart Array P400/512 PCIe Controller	**411064-B21**			
HP 72GB Hot Plug 2.5 SAS 15,000 rpm Hard Drive	**431935-B21**			
HP 72GB Hot Plug 2.5 SAS 15,000 rpm Hard Drive	**431935-B21**			
HP 146GB Hot Plug 2.5 SAS 10,000 rpm Hard Drive	**431958-B21**			
HP 146GB Hot Plug 2.5 SAS 10,000 rpm Hard Drive	**431958-B21**			
HP 146GB Hot Plug 2.5 SAS 10,000 rpm Hard Drive	**431958-B21**			
HP 146GB Hot Plug 2.5 SAS 10,000 rpm Hard Drive	**431958-B21**			
HP Single Channel U320 PCI-Express HBA - Low Profile	**412911-B21**			
Power supply				
HP 1000-W Hot-Plug Power Supply				
Redundant power supply				
HP 1000-W Redundant Hot-Plug Power Supply				
Redundant fan options				
HP Redundant Hot-Plug Fans				
Network card				
Embedded NC373i Multifunction Gigabit Network Adapter				
Server management				
Integrated Lights Out 2 (iLO 2) Standard Management				
Warranty				
HP Standard Limited Warranty - 3 Years Parts and on-site Labor, Next Business Day				
HP Care Pack, 3 Years, 4 Hours, 24x7, Hardware, ProLiant DL380	**U4545E**	$726.00	1	$726.00
HP StorageWorks 3U SCSI Rack-Mount Kit With One LTO-2 Ultrium 460 Drive	**350546-B22**	$2,159.00	1	$2,159.00

HP Ultrium 400 GB data cartridge (for use with Ultrium 460 tape drive)	**C7972A**	$29.00	30	$870.00
HP Ultrium Universal cleaning cartridge	**C7978A**	$64.00	1	$64.00

Subtotal: $10,653.00

Items/description	Part no	Unit price	Qty	Ext price
-Configurable- HP ProLiant DL360 G5 3.00GHz High Performance Server	**Base**	$6,391.00	1	$6,391.00
HP ProLiant DL360 G5 3.00GHz High Performance Server	**399524-HP4**			
Processor				
2 Dual Core Intel® Xeon® 5160 (3.00GHz, 1333 FSB) Processors				
HP 8GB Fully Buffered DIMM PC2-5300 4X2GB Memory	**397413-8GB**			
Storage controller				
HP Smart Array P400i/256 Controller with battery				
HP 72GB Hot Plug 2.5 SAS 15,000 rpm Hard Drive	**431935-B21**			
HP 72GB Hot Plug 2.5 SAS 15,000 rpm Hard Drive	**431935-B21**			
HP 72GB Hot Plug 2.5 SAS 15,000 rpm Hard Drive	**431935-B21**			
Network card				
2 Embedded NC373i Multifunction Gigabit Network Adapters				
Power supply				
HP 1u Server 700w Hot Plug Power Supply				
Redundant power supply				
HP 1u Server 700w Hot Plug Power Supply				
Redundant fan options				
HP Redundant Fans				
HP slimline DVD+RW 8X drive	**383975-B21**			
Server management				
Integrated Lights Out 2 (iLO 2) Standard Management				
Warranty				
HP Standard Limited Warranty - 3 Years Parts and on-site Labor, Next Business Day				
HP Care Pack, 3 Years, 4 Hours, 24x7, Hardware, ProLiant DL360	**U4497E**	$435.00	1	$435.00

Subtotal: $6,826.00

Items/description	Part no	Unit price	Qty	Ext price
-Configurable- HP ProLiant DL360 G5 3.00GHz High Performance Server	**Base**	$5,718.00	2	$11,436.00
HP ProLiant DL360 G5 3.00GHz High Performance Server	**399524-HP4**			
Processor				
2 Dual Core Intel® Xeon® 5160 (3.00GHz, 1333 FSB) Processors				
HP 4GB Fully Buffered DIMM PC2-5300 2X2GB Memory	**397413-B21**			
Storage controller				
HP Smart Array P400i/256 Controller with battery				
HP 72GB Hot Plug 2.5 SAS 15,000 rpm Hard Drive	**431935-B21**			
HP 72GB Hot Plug 2.5 SAS 15,000 rpm Hard Drive	**431935-B21**			
HP 72GB Hot Plug 2.5 SAS 15,000 rpm Hard Drive	**431935-B21**			
Network card				
2 Embedded NC373i Multifunction Gigabit Network Adapters				
Power supply				
HP 1u Server 700w Hot Plug Power Supply				
Redundant power supply				
HP 1u Server 700w Hot Plug Power Supply				
Redundant fan options				
HP Redundant Fans				
HP slimline DVD+RW 8X drive	**383975-B21**			
Server management				
Integrated Lights Out 2 (iLO 2) Standard Management				
Warranty				
HP Standard Limited Warranty - 3 Years Parts and on-site Labor, Next Business Day				
HP Care Pack, 3 Years, 4 Hours, 24x7, Hardware, ProLiant DL360	**U4497E**	$435.00	2	$870.00
Subtotal: $12,306.00				

Items/description	Part no	Unit price	Qty	Ext price
-Configurable- HP ProLiant ML110 G4 Non-Hot Plug SATA Server	**Base**	$1,360.00	1	$1,360.00
HP ProLiant ML110 G4 Server	**417710-B21**			
Dual-Core Intel® Xeon® Processor 3050 (2.13GHz/1066MHz 1x2MB L2 cache)	**430936-L21**			
HP 2GB UB PC2-5300 2x1GB Memory	**432804-2GB**			
Storage controller				
HP Embedded 4 Port SATA Controller (does not support factory integrated RAID)				
HP 80GB SATA Non-Hot Plug 7,200 rpm 3.5" Hard Drive	**383410-B21**			
HP 80GB SATA Non-Hot Plug 7,200 rpm 3.5" Hard Drive	**383410-B21**			
HP 250GB SATA Non-Hot Plug 7,200 rpm 3.5" Hard Drive (1YR Warranty)	**411276-B21**			
HP 250GB SATA Non-Hot Plug 7,200 rpm 3.5" Hard Drive (1YR Warranty)	**411276-B21**			
HP DVD+RW 16X Drive	**383974-B21**			
HP SC44Ge Host Bus Adapter - SAS PCI-E (1x4 internal and 1x4 external connector) - (Maximum 4 drives in a RAID setting)	**416096-B21**			
Network card				
Broadcom 5721 Gigabit NIC (embedded) 10/100/1000 (Wake on LAN)				
Power supply				
370W power supply				
Warranty				
Protected by HP Services, including a one-year, limited warranty, parts only 1 year limited global warranty				
HP L1740 17-inch LCD Flat Panel Monitor Analog/Digital and Multimedia	**PL766AA#ABA**	$175.00	1	$175.00
HP Care Pack, 3 Years, Next Day, Hardware Support	**U4433E**	$117.00	1	$117.00
Subtotal: $1,652.00				

Items/description	Part no	Unit price	Qty	Ext price
-Configurable- HP ProLiant ML110 G4 Non-Hot Plug SATA Server	**Base**	$1,238.00	2	$2,476
HP ProLiant ML110 G4 Server	**417710-B21**			
Dual-Core Intel® Xeon® Processor 3050 (2.13GHz/1066MHz 1x2MB L2 cache)	**430936-L21**			
HP 4GB UB PC2-5300 2x2GB Memory	**432804-2GB**			
Storage controller				
HP Embedded 4 Port SATA Controller (does not support factory integrated RAID)				
HP 80GB SATA Non-Hot Plug 7,200 rpm 3.5" Hard Drive	**383410-B21**			
HP 80GB SATA Non-Hot Plug 7,200 rpm 3.5" Hard Drive	**383410-B21**			
HP DVD+RW 16X Drive	**383974-B21**			
HP SC44Ge Host Bus Adapter - SAS PCI-E (1x4 internal and 1x4 external connector) - (Maximum 4 drives in a RAID setting)	**416096-B21**			
Network card				
Broadcom 5721 Gigabit NIC (embedded) 10/100/1000 (Wake on LAN)				
Power supply				
370W power supply				
Warranty				
Protected by HP Services, including a one-year, limited warranty, parts only 1 year limited global warranty				
HP Care Pack, 3 Years, Next Day, Hardware Support	**U4433E**	$117.00	2	$234.00

Subtotal: $2,710.00

Items/description	Part no	Unit price	Qty	Ext price
-Configurable- HP ProLiant ML110 G4 Non-Hot Plug SATA Server	**Base**	$1,118.00	1	$1,118
HP ProLiant ML110 G4 Server	**417710-B21**			
Dual-Core Intel® Xeon® Processor 3050 (2.13GHz/1066MHz 1x2MB L2 cache)	**430936-L21**			
HP 2GB UB PC2-5300 2x1GB Memory	**432804-2GB**			
Storage controller				
HP Embedded 4 Port SATA Controller (does not support factory integrated RAID)				
HP 80GB SATA Non-Hot Plug 7,200 rpm 3.5" Hard Drive	**383410-B21**			
HP 80GB SATA Non-Hot Plug 7,200 rpm 3.5" Hard Drive	**383410-B21**			
HP DVD+RW 16X Drive	**383974-B21**			
HP SC44Ge Host Bus Adapter - SAS PCI-E (1x4 internal and 1x4 external connector) - (Maximum 4 drives in a RAID setting)	**416096-B21**			
Network card				
Broadcom 5721 Gigabit NIC (embedded) 10/100/1000 (Wake on LAN)				
Power supply				
370W power supply				
Warranty				
Protected by HP Services, including a one-year, limited warranty, parts only 1 year limited global warranty				
HP Care Pack, 3 Years, Next Day, Hardware Support	**U4433E**	$117.00	1	$117.00

Subtotal: $1,235

EXHIBIT J

KEY STAFF

County of Santa Barbara

Name	Title	Phone	Email
*Don Nguyen	Senior HR Analyst (Project Mgr)	805.568.2823	dnguyen@sbcountyhr.org
Andreas Pyper	Senior HR Analyst	805.884.8097	apyper@sbcountyhr.org
Susan Paul	Assistant CEO/HR Director	805.568.2815	spaul@sbcountyhr.org
Jeri Muth	Assistant HR Director	805.568.2816	
Robert Geis	Auditor-Controller	805 568 2100	
Susan Slattery	Financial Systems Analyst	805 568 2145	
Rob Leaver	ITS Technical Support Mgr	805 568 3277	
Jason Stillwell	Assistant CEO/Budget Director	805 568 3413	

***** Primary contact

High Line Corporation

Bear Miller	Sr VP Professional Services and Support	720.379.7334	bmiller@highlinecorp.com
Judy Lawler	Senior Consultant	262.725.3477	jlawler@highlinecorp.com
Kevin Higgs	Implementation Specialist	905.940.8777	khiggs@highlinecorp.com

EXHIBIT K

LINCOLN PERRY ESCROW AGREEMENT

EXHIBIT L

RESPONSE TO RFP

EXHIBIT G

Statement of Work

For

Santa Barbara County

Prepared By: Brian Diamond and Judy Lawler

Revision History

Name	Date	Reason for Changes	Version
Brian Diamond Judy Lawler	Sept 14, 2007	Original Version	1.0
Brian Diamond	October 31, 2007	Changes from conference call: Don, Andreas, Bear and Brian	4.0
Brian Diamond	November 1, 2007	Change re: Leadership from Don	5

Table of Contents

County of Santa Barbara Implementation Planning Report
September 10-14, 2007

Participants

County of Santa Barbara (COUNTY)

Susan Paul	Assistant CEO/HR Director
Jeri Muth	Assistant HR Director
Don Nguyen	Senior HR Analyst
Andreas Pyper	Senior HR Analyst
Robert Geis	Auditor-Controller
Mike Struven	Auditor Special Projects Mgr
Julie Hagen	Chief Deputy Auditor Controller
Susan Slattery	Financial Systems Analyst
Rob Leaver	ITS Technical Support Manager
Jason Stillwell	Assistant CEO/Budget Director
Daniel Milei	Assistant Director General Services Technology
Sally Nagy	Contract CIO

High Line Corporation (HLC)

Brian Diamond	VP Professional Services
Judy Lawler	Sr. Consultant
Shannon Miller	VP Sales

Project Scope

With ePersonality implementation projects, a critical success factor is that the scope of the project be clearly defined. The scope states what will be done, and also defines what will not be included in this project. Adhering to the defined project scope ensures that modifications and customizations are kept to a minimum.

High Line adopts a phased implementation approach to ePersonality implementations.

The scope of Phase I of the implementation provides the County of Santa Barbara (COUNTY) with a system that meets the essential requirements and will include the following modules: Foundation, Salary Administration, Limited Payroll, Payroll Interface, Benefits, Attendance, Basic Workflow, Training & Development and Recruitment.

Phase I also provides COUNTY with the ability to: a) convert data from external sources to the ePersonality system in a repeatable, accurate, and efficient fashion, b) generate meaningful and accurate reports from ePersonality utilizing Oracle Discoverer, c) allow the County to interface their Payroll and Time Card system with ePersonality, d) support benefits, attendance and Human Resource, and e) provide legislated reports and data to other agencies. Phase I will also include Job Profiles (Recruitment) with the necessary competencies and skills utilized by the Training and Development Module necessary for a new Clerical Classification and Compensation system.

The scope of Phase II of the implementation enhances the basic functionality of the system with the addition of the optional and advanced features and implements the remaining Phase II items that have been purchased including: Training & Development, Labor Relations, Forecasting & Costing, expansion of Recruiting (Job Profiles), Employee/Manager Self-Service and possibly Safety & Health and certain aspects of Time Scheduling.

This phased implementation approach ensures that COUNTY can begin to leverage their investment in ePersonality as soon as possible, and quickly receive some significant business benefits from their new system.

Activities

- The Project will focus on implementing the modules identified in section 1.1 below by June 18, 2008

- The Scope of this Implementation Project does not include any reporting or interface requirements other than those met by High Line standard programs, unless identified specifically within this planning report, or for which High Line prepares a software quotation that COUNTY accepts. This exclusion does not apply to any custom reports that the implementation team elects to have developed.

Assumptions

In order to meet the Objectives and satisfy the Scope, the following assumptions have been identified.

- Availability of sufficient Resources from both High Line and COUNTY as defined by the Project Plan.

- Don Nguyen will be available at a minimum of 50% of the time to fulfill his duties as Project Manager.

- While High Line is on site conducting the detailed analysis/training or troubleshooting sessions, COUNTY's Implementation Team members will be available 100% of the time

- While High Line is off site, the COUNTY's Implementation Team will be available as described in section §1.4.

- Any out of scope activities will affect the Go Live date.

- High Line's estimate of resources required for the project, as specified in these assumptions, will be sufficient to prevent delays in the implementation schedule.

- High Line Personnel with access to COUNTY data will recognize and respect the confidentiality of the data.

Objectives

- To review the steps involved in implementing e***Personality***.

- To review the key features of each ***ePersonality*** module, determining the priority for implementation.

- To review the COUNTY's requirements and environment to determine if any issues will impact the Implementation Plan.

- To review the activities involved in implementing ***ePersonality,*** establishing an Implementation Plan addressing requirements and scheduling resources and time commitments.

- To provide an overview of the key structural areas that need to be defined in ***ePersonality,*** discussing the purpose of each and various approaches to the structure that should be considered.

- To review COUNTY's system requirements, in order to determine the structure necessary and ensure that it will support all requirements in future modules.

1. Implementation Overview

1.1 Implementation Goal

To install the following modules of ***ePersonality*** using a phased approach with a Live Cutover date for Phase June 18, 2008.

<u>Phase I:</u>
Foundation (FD)
Salary Administration (SA)
Payroll – Limited version to support the interface to Pay+ (PR)
Benefits (BE)
Attendance (AT)
Basic Workflow (WF)
Training & Development (TD) (Including Job Profiles, Requirements & Competencies)
Required for Clerical Class and Comp project.
Conversion
Oracle Discoverer

<u>Phase II:</u>
Forecasting & Costing (FC)
Labor Relations (LR)
Training & Development (TD) (Including Job Profiles, Requirements & Competencies)
Employee/Manager Self-Service (EMSS)
Time Scheduling (To be determined)
Safety & Health (SH) (To be determined)

Phase II planning session has not been scheduled at this time. COUNTY will implement centrally for Phase I until they have a good understanding of the system's capabilities and have the infrastructure to support distributed processing. COUNTY will then roll out the professional user version to the departmental users. COUNTY is anticipating 3-6 month timeframe for this activity.

1.2 Implementation Approach

The ***ePersonality*** implementation approach for Phase I will be based on the principal of the QuickStart methodology. This approach relies on High Line resources to configure the system based on COUNTY's business requirements and places less demands on COUNTY's key resources. High Line will work with COUNTY to determine the best approach for each group of modules. High Line will set up and configure ***ePersonality*** to COUNTY's specifications and train the implementation team for testing and sign off on the functionality.

High Line's Responsibilities:

- Determine the detailed requirements for each module for set up purposes
- Document the approach that will be taken for set up and gain approval from COUNTY
- Set the direction for the set up of each module using a "best practices" approach
- Assign an action plan including the testing required for each module
- Set up and unit test features required
- Create the pilot system
- Conduct monthly on site meetings to review work and gather detailed requirements for next group of modules
- Train COUNTY on the conversion toolset provided and assist with conversion
- Host the system until Pilot System completion
- Install the software systems on-site on both the Production and Test System
- Program custom modifications
- Conversion of legacy data into ***ePersonality*** via the toolset and training provided

COUNTY's Responsibilities:

- Provide project management
- Provide implementation team with required commitment
- Provide details of the business requirements
- Make and document business decisions affecting the project
- Participate in weekly web conference calls - complete homework
- Participate in monthly on site information gathering sessions
- Create test lists and scenarios
- Review the setup and test the rules
- Complete additional set up required
- Complete required custom interfaces and reports
- Provide specifications as required for custom features
- Create end user documentation
- Conduct a pilot system completion test once the rules are all defined
- Extraction of data from legacy system(s)

- Cleanse conversion data and prepare it for conversion into ***ePersonality***
- Conduct the test parallel and production parallel tests

1.3 Implementation Stages

High Line has reviewed the 8 implementation stages for ePersonality with the County as described below:

Stage 1 - Project Setup
Stage 2 - Software Setup
Stage 3 - Pilot System Setup
Stage 4 - Conversion
Stage 5 - Production System Test
Stage 6 - Parallel Tests
Stage 7 - Live Cutover
Stage 8 - Post Implementation Review

1.3.1 Project Setup

1.3.1.1 High Line provides this Statement of Work based on the discussions during the pre-planning and implementation planning meetings.

1.3.1.2 High Line has provided data gathering templates to COUNTY.

1.3.1.3 COUNTY will also attempt to resolve any business issues for other modules prior to the first session. The issues do not have to be resolved until the detailed analysis sessions for those modules; however the work load on the implementation team will increase once the project sessions begin.

1.3.1.4 COUNTY and High Line will review this Implementation Planning Report, Business Requirements List and Time Line and agree to the project scope, contents and resource commitments.

1.3.2 Software Setup

1.3.2.1 High Line will create a secure environment to house the COUNTY QuickStart application and data base. Access information for COUNTY team members will be made available during the foundation web-ex training session.

1.3.2.2 COUNTY will purchase an Oracle application specific license for data base and application server software from High Line.

1.3.2.3 High Line will be onsite to install the following software in a test environment:

- Oracle Database Server - Standard edition
- Client software (Forms/Reports – one workstation for the conversion software)
- Internet Developer Suite (1 seat for Oracle Reports/Developer, Discoverer, SQL*Plus)
  Oracle 10g Internet Application Server – Enterprise Edition

- ***ePersonality*** software
- Configuration of the Oracle Reports Server
- Discoverer end user reporting tool
- ***ePersonality*** Self Service modules

1.3.2.4 COUNTY will provide a minimum of two (2) servers – a data base server and an application server. The application server must have the Windows 2000 / 2003 Server software installed, and patched with the latest security and upgrade patches. The data base server must be installed with a tier-1 operating system, patched with the latest system patches. These servers must be accessible from the client computers created in the project room, and must be accessible through High Line's WebEx license to High Line support and project personnel.

1.3.2.5 COUNTY may also provide a third server to be initially configured as a second data application server, and may be used eventually as the application server outside the firewall in a DMZ for self service applications.

1.3.2.6 High Line will create two (2) databases. A pilot database to house the pilot test system and a conversion test database to be used for the conversion utilities development. Since this is a Quick Start Implementation, High Line will house the master-copy of the database until its official transfer to COUNTY's facility. The onsite pilot test system will be used for internal development including the interface to Pay+, conversion, and report writing.

1.3.2.7 High Line will provide basic technical training to allow COUNTY's technical staff during the software load session in order to provide COUNTY staff with familiarity of the application, including starting and stopping all processes, installation of new software releases and patches, updating of the database from dump files at High Line's office, and use of Oracle RMAN to perform point-in-time recovery from failure.

1.3.2.8 High Line will configure the ***ePersonality*** environment which will reside at High Line's offices until set up of the modules is complete. This is the 'master' copy of the database where testing will be performed.

1.3.2.9 High Line will install the ***ePersonality*** Software at COUNTY's facility during the week of December 3rd, 2007. This version of the software will be used for legacy data conversion and development/testing until the pilot database (at High Line's office) is complete.

1.3.2.10 High Line will make a copy of the database available to COUNTY; COUNTY will download and install this database for testing purposes. The master version of the database will reside at High Line offices. When COUNTY refreshes the database, all data will be overwritten. COUNTY will co-ordinate with the implementation team members in order to not lose any testing scenarios or custom developed software. COUNTY will make all set up changes on the Pilot 'master' database at the High Line office.

1.3.2.11 High Line will upgrade the "master" environment at High Line with the latest releases. High Line will advise COUNTY of any upgrades that need to be made to their copy environment locally.

1.3.2.12 Self-Service modules implemented outside of the client's network will require a SSL Certificate for a Certificate Authority for the Production environment. COUNTY will be responsible for obtaining the necessary SSL Certificates. The cost for a 128 bit certificate is approximately $ 800.00 [USD]. Installing, configuring and testing the certificate should not take more than three hours. Requesting the certificate from a certificate authority may take anywhere from 5-10 business days and should be completed prior to the Production installation.

1.3.3 Pilot System Setup

1.3.3.1 **Implementation Steps Summary**

- COUNTY will provide detailed data requirements for each grouping of modules
- High Line will work with the implementation team to determine the most effective approach to utilize each module's capabilities
- High Line will define the rules and policies within the Pilot system, as per COUNTY's requirements
- High Line will provide remote training during the progression of the Pilot system development
- High Line and COUNTY will ensure that the Pilot system is functioning in accordance to the defined requirements
- High Line and COUNTY have jointly determined the system completion criteria and developed the Acceptance Test Procedures Document in order to achieve system acceptance
- Upon completion of the production size testing, COUNTY will begin parallel testing, reconciling to the current production system until the users are satisfied to cut over to live production with ***ePersonality.***

1.3.3.2 High Line will develop the Pilot System in the Markham office. COUNTY will participate in weekly remote training sessions for approximately 4 hours. This will be accomplished with the High Line Consultant or Implementation Specialist being remote and COUNTY's implementation team in their office. COUNTY will access the pilot system utilizing Internet explorer over the internet. The trainer will also use a web-based remote presentation software tool in order to present key concepts to the users.

1.3.3.3 Session Logistics

Detailed Analysis
Judy Lawler will be onsite performing detailed analysis on the modules scheduled. This process includes going through each screen for each business area that COUNTY has decided to implement as per the `module requirements' check list. Kevin Higgs, the Implementation Specialist, will be participating remotely. COUNTY will provide a speaker phone to facilitate these conference calls.

COUNTY will provide Judy with internet access, white board/flip chart and a data projector for the detailed analysis sessions.

These sessions are not hands-on training for the implementation team members. COUNTY will have 1 or 2 laptops with access to current systems and to make notes.

Remote Training
The remote training sessions as identified on the project time line will be hands-on training for COUNTY's implementation team members on how to use the system. This will give the team appropriate knowledge to confirm the set up requested/agreed upon is functioning to the requirements. Training provided by High Line prior to go-live is focused on teaching COUNTY how to use the system based on set-up performed by High Line.

The sessions will be performed by Kevin Higgs under Judy's direction. Each team member will require a computer with internet access/Internet Explorer with access to the High Line's system. Connectivity will be verified as per the time line. A speaker phone, data projector will be required to view the WebEx presentation.

High Line will provide COUNTY with training on how to set-up and maintain the system during Knowledge Transfer sessions that will be scheduled after go-live

1.3.3.5 Following the remote sessions, High Line will be on-site at COUNTY's office. This session will include the following:

- ½ -1 day – To discuss any issues/training on how to use the modules from the previous session, to confirm the approach and to have system acceptance on the individual functional areas
- 4 days – To conduct detailed analysis of the next group of modules.

1.3.3.6 High Line will continue the development of the set up for the next group of modules, off-site. The pattern of off-site pilot system development, remote training and testing, and on-site training/data gathering will continue until the pilot system is complete.

1.3.3.7 During the weeks that High Line is off-site, COUNTY will be responsible for testing and documentation of issues (as described in items 1.4.3 and 1.4.4) and conversion mapping – preparing for the conversion process by identifying which fields in the legacy system will need to be converted and how they map to High Line database fields.

1.3.3.8 Upon completion of the pilot system, COUNTY will have all their rules/policies defined and functioning for their test group of employees. At this point, COUNTY will test all the individual business functions as they relate to the product and employee testing from cradle to grave. Once this is successfully completed COUNTY will certify pilot acceptance of all stated functionality.

1.3.3.9 Changes to the key features required may have an impact on the overall project. High Line will work with COUNTY to include required features that were not identified during the planning session. A change order process will be required if the feature will impact the timeline of the project. A sample of the Change Order document has been provided.

1.3.4 Conversion Overview

COUNTY is responsible for extracting the data from their existing legacy system(s) in order to build the conversion file and massaging the data (if required) to assure accurate/correct conversion data. High Line is responsible for loading the conversion file data into ***ePersonality*** and to establish a repeatable conversion process to facilitate parallel testing. High Line will provide training on the conversion utilities, as well as on-site and remote assistance as outlined in the Response to the RFP and the Implementation time line. Conversion assistance will be provided according to the time line. High Line can provide additional remote conversion assistance on a time and material basis and must be scheduled in advance.

1.3.5.1 High Line will provide COUNTY with the standard ***ePersonality*** conversion programs and will train COUNTY's technical IT staff on this toolset.

1.3.5.2 COUNTY will determine if specific business areas will be converted or manually keyed in. If the data source is paper, if the information is keyed into a spreadsheet it can be loaded. Before starting a project for this effort, COUNTY should wait until the first conversion training is complete so that the spreadsheet can be set up with the fields required for conversion.

1.3.5.3 There are multiple data sources for the conversion including paper records. COUNTY will be responsible for merging this data into one source for conversion purposes.

1.3.5.4 Conversion Preparation
During and after each detailed session, the Implementation Team will be responsible for the mapping of the fields from the legacy system(s) that are required to be brought forward into ***ePersonality***. High Line will provide Entity Relationship Diagrams (ERD's), and the module documentation includes database field descriptions of all fields. High Line will also provide conversion documentation, which outlines the fields and format required for the conversion utilities.

1.3.5.5 COUNTY will determine the amount of employee history information to convert. They will consider if only Active employees are needed, or for reporting purposes, will they need to convert terminated employees, and if so, how far back in history.

1.3.5.6 COUNTY will create a 'Conversion' position to be used for historical purposes, if the historic position in the legacy system is no longer being used. COUNTY will be able to use the historical title but by creating the 'conversion' position, will eliminate creating/researching all the information for the positions no longer being used.

Conversion Training will include:

- High Line training COUNTY's IT staff on the procedures to transfer the Pilot database to the conversion database
- Reviewing the steps to load the data into the conversion database
- Reviewing the steps to remove the Pilot/Test employees leaving the rules/policies intact

- Creation of test conversion data files using Excel/Editor with dummy employee data (not extracting legacy data at this point unless it is available)
- The steps to process the conversion utilities

1.3.5.7 The conversion of employee information is handled in the following steps:

- Extract and modify the current data from the legacy systems and other source files
- Load the data into ***ePersonality*'s** interface tables
- Modify the loaded data to the new structure (unless accomplished in step 1)
- Create the required employee tables
- Re-convert as necessary

1.3.5.8 Extraction of Data:

During the training and Pilot system setup, COUNTY will complete the High Line supplied conversion mapping spreadsheets for each table that will be converted based on the approach developed during each detailed analysis session.

COUNTY is responsible for extracting from the legacy system and other source data into ASCII files that include the fields required by the ***ePersonality*** system. High Line will train the implementation team and provide documentation regarding the files/fields required. This may also be accomplished by writing directly to the conversion tables within the ***ePersonality*** *system.*

1.3.5.9 Load of Data:

High Line uses Oracle's SQL Loader program to load the data into ***ePersonality***'s conversion interface tables. High Line will provide sample 'control' files to be used with the program.

1.3.5.10 Modification of Loaded Data and Creation of Tables:

Once the data is loaded into the interface tables, COUNTY will use the Conversion Application to create the required ***ePersonality*** application tables for the employees. During this process, the business functionality editing is performed. Any records in error will remain in the interface tables where they can be corrected and reprocessed.

1.3.5.11 Re-conversion of Legacy Data:

COUNTY will be required to run the conversion process multiple times. The conversion process must occur once for production-sized testing, and then must be redone for parallel testing and again before going live with the ***ePersonality*** system. For this reason, the conversion must be a repeatable process.   COUNTY will be trained on the entire conversion process, which will allow re-conversion if data issues cause a re-conversion to be required.

1.3.5.12 Validation: the COUNTY implementation team is responsible for validating the converted data.

1.3.5.13 The conversion utilities do not include programs for all business areas. The areas supported include the majority of the core modules with a select number of tables for the remaining modules. Any business areas not supported in the conversion utilities are COUNTY's responsibility.   No unsupported business areas were identified during the planning meeting.

1.3.5.14 The conversion utilities use the same business defaulting logic as within the ***ePersonality*** application. When creating the conversion data files, COUNTY will not have to extract or map the organization structure. Items that will default from the position include the same fields that default when the user enters a new hire. There may be a few exceptions to this rule based on set up for organization. These will include items that may be overridden at the employee level that default from the position (GL Distribution, Location, etc.).

1.3.5.15 Positions are currently being used in the legacy system but will be converted from a spread sheet.

1.3.5.16 COUNTY will decide whether or not to use ***ePersonality's*** auto-generation of employee ID numbers. The parties discussed converting in current employee ID numbers and turning on the switch after go live.

1.3.5.17 COUNTY will be using User Defined Fields in different areas and will need to know how to convert this information. High Line will provide this during the conversion training.

1.3.6 Production System

1.3.6.1 Once the pilot system has been setup, accepted by COUNTY, and conversion software and data files are ready, High Line will build a Production environment and the conversion tools will be tested.

1.3.6.2 COUNTY will use this production environment for parallel testing and eventually for the live system.

1.3.6.3 COUNTY will copy the Pilot system to the new environment and the Pilot employee data will be removed with High Line provided programs, leaving the rules, policies and procedures intact.

1.3.6.4 COUNTY will convert their employees and selected history, fine-tuning the conversion procedures.

1.3.6.5 COUNTY will test the key aspects of the system in order to determine capacities, program run time and procedures.

1.3.6 Parallel Testing

1.3.6.1 The purpose of parallel testing is to ensure that computations and processes are correct. All rules, policies and procedures must be in place and verified prior to the parallel testing. Exceptions to the set up are expected, however new functionality will not be introduced at this stage of the implementation.

1.3.6.2 COUNTY will perform each parallel test, which will consist of a complete cycle of a production process. COUNTY will key all transactions into ***ePersonality*** to better simulate true production.

1.3.6.3 Parallel testing consists of the following steps:

- Ensure that employee information is complete and up to date on the Production system.
- Ensure all employee changes that have occurred in the legacy system since conversion have been entered and maintained in the Production system.
- Load leave information from the time card system to the IPTL
- Load pay information using the interface from legacy to the IPTL
- Load information into the Pay Headers and calculate
- Compare results to legacy system.
- Repeat process until satisfied that the parallel run is acceptable.
- Repeats steps for the next parallel period.

1.3.6.4 High Line recommends processing parallel pays from historical information versus true side-by-side parallel. Paralleling historical information will allow the implementation team to complete parallel cycles without having to wait for production cycles to complete.

1.3.7 Live Cutover

1.3.7.1 Once the Parallel system tests are completed, the cutover from the legacy system to live production occurs.

1.3.7.2 The full conversion occurs, COUNTY verifies the converted data, and live data is entered.

1.3.7.3 High Line staff is scheduled to be on-site for this stage.

1.4 Team Members/Commitment

1.4.1 Parties discussed the roles of the implementation team members.

1.4.2 The team members will have access to additional resources from their areas, but these resources are typically not involved in the analysis/training sessions with High Line.

1.4.3 The Quick Start approach uses a 1:3 cycle. During the 1st week, High Line is onsite to perform the detailed analysis session. The COUNTY implementation team members will be expected to be available 100% of the time during the onsite session. The following 3 weeks are ‘offsite’ weeks during which High Line will setup the system according to the requirements gathered during the detailed analysis session. During these remote weeks, the COUNTY implementation team will participate in weekly web-ex training sessions and confirm that the system has been setup as per COUNTY’s requirements. High Line recommends a minimum of 75% of the team member’s time for this task. If the 75% time is not allocated by COUNTY, additional testing time will be required to be added at the Pilot system completion stage and will impact the go-live date.

1.4.4 Judy Lawler will be assigned as the Senior Consultant for this project and will conduct all of the detailed analysis sessions. In addition, a separate Professional

Services resource, Kevin Higgs, has been assigned to assist in the setup of the modules and will be in charge of conducting most of the web-ex training sessions.

1.4.5 Don Nguyen will serve as the Project Manager committing 0.50 FTE of his time to fulfill these responsibilities. High Line requires that one person be designated to receive all correspondence from Highline for distribution to the team members and other appropriate staff, as well as coordinating any calls to High Line for problem resolution. Don will be the designated resource.

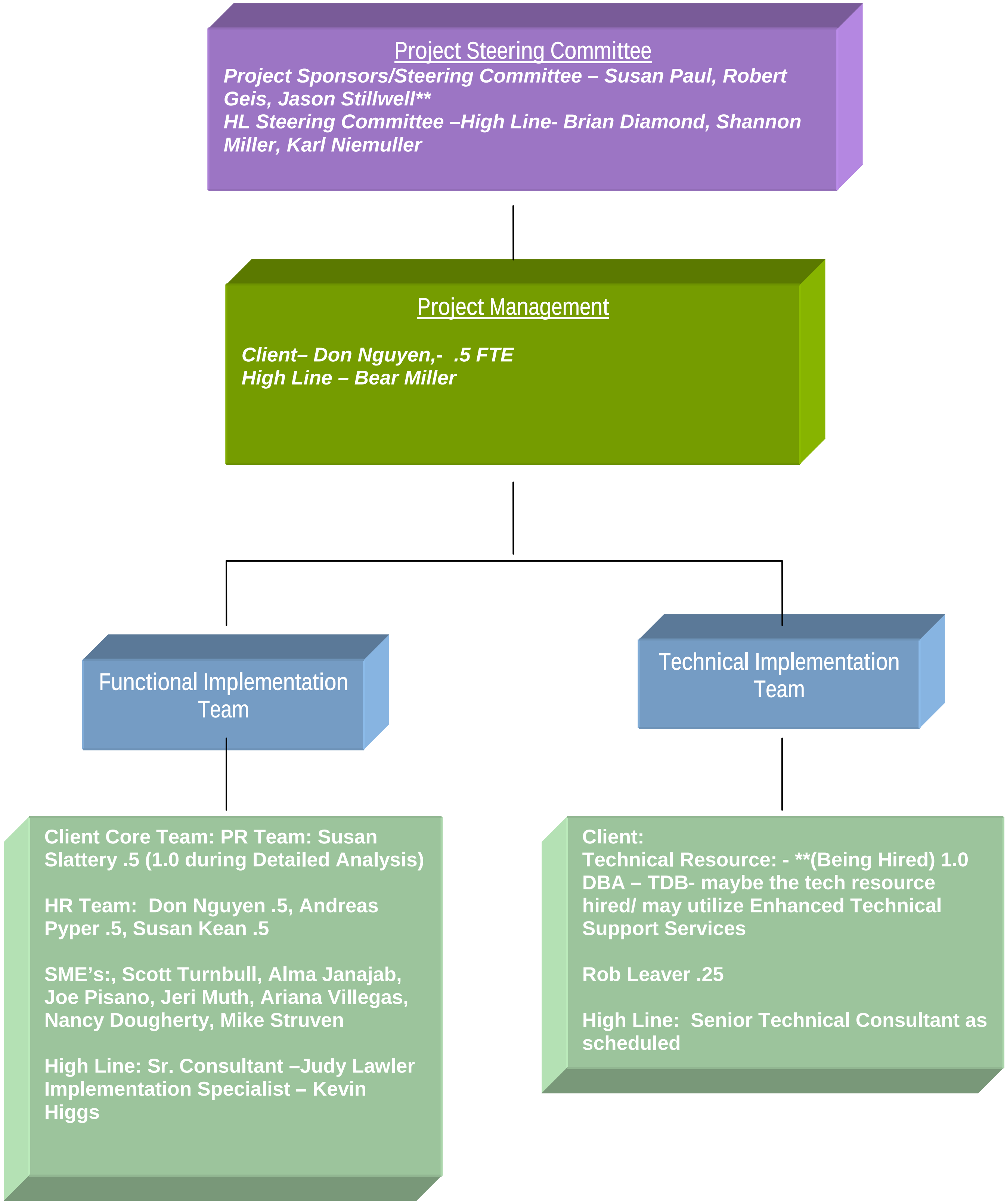
1.4.6 Onsite detailed analysis sessions will be held from 8:30am to 4:30pm. Monday morning of each onsite session will be used as a time for review of the prior modules setup and to answer any questions that the team may have as a result of their testing. One of the COUNTY team members will be attending these meetings remotely in the afternoon. Judy will use WebEx for the afternoon portions of the meetings to facilitate remote attendance.

1.4.7 Remote web-ex training sessions will be held on Thursday mornings from 8:30am-12:30pm (PST), except where noted differently on the master timeline.

- High Line will provide the Project Manager an agenda outlining the topics that will be covered during the web-ex session by 5:00pm each Wednesday. It is the Project Manager's responsibility to ensure that it is distributed to each team member prior to the training session. In addition to the agenda, the email will contain instructions on how to access the web-ex session and the phone number to call
- At the end of the training session, a training summary will be provided to the Implementation team. The training summary should act as a supplement to any notes that were taken during the training session.

1.4.8 Once the system has been installed at COUNTY, at the end of each remote training session a copy of the master database will be provided to COUNTY. This database copy should be imported into the Pilot environment at COUNTY to allow users to have local access to the system for testing and verification purposes. Any setup changes must only be made in the master database at High Line. COUNTY can sign into the database at High Line to make such changes. COUNTY will notify High Line Consultants of any changes that are made.

1.4.9 Team members are as follows:


Project Steering Committee
Project Sponsors/Steering Committee – Susan Paul, Robert Geis, Jason Stillwell**
HL Steering Committee –High Line- Brian Diamond, Shannon Miller, Karl Niemuller
Project Management
Client– Don Nguyen,- .5 FTE
High Line – Bear Miller
Functional Implementation Team
Technical Implementation Team
Client Core Team: PR Team: Susan Slattery .5 (1.0 during Detailed Analysis)
HR Team: Don Nguyen .5, Andreas Pyper .5, Susan Kean .5
SME's:, Scott Turnbull, Alma Janajab, Joe Pisano, Jeri Muth, Ariana Villegas, Nancy Dougherty, Mike Struven
High Line: Sr. Consultant –Judy Lawler Implementation Specialist – Kevin Higgs
Client:
Technical Resource: - **(Being Hired) 1.0 DBA – TDB- maybe the tech resource hired/ may utilize Enhanced Technical Support Services
Rob Leaver .25
High Line: Senior Technical Consultant as scheduled

1.5 The Support Line and Problem Log

1.5.1 The importance of the support line during the implementation and on an ongoing basis was discussed during the planning meetings. Specific High Line staff members are assigned to assist clients during implementations. All calls made to the support line are logged, and COUNTY should maintain its own call logs, taking responsibility for checking on the status of outstanding calls. High Line will provide a sample call log form will be provided and High Line recommends that COUNTY use the High Line Case number as a reference. Towards the end of the Pilot Test stage COUNTY will implement a procedure to ensure that any problem log items that are required prior to going live are completed.

1.5.2 The following is a list of priority statuses that are used by High Line and their meaning to COUNTY:

1-A+ Very critical, needs immediate attention as client cannot proceed with payroll processing (e.g. Live payroll is stopped and cannot proceed). During Implementation, this status also means that a client cannot go into live production until this issue is resolved, and/or is held up in testing due to the severity of the issue.

2-A Should be available in a software patch. During Implementation, this status means that the client cannot go into live production until this issue is resolved.

3-B It is desirable to be available in the next scheduled release. This status means that the client has a business solution to the issue.

4-C Reported the issue or enhancement request. High Line has noted this and may consider for a future release.

COUNTY has the ability to request a change in the priority of items, but this is typically billable, and High Line will submit an estimate of the cost for approval.

1.5.3 High Line reviewed with the County the purpose of the support line - to assist clients in resolving problems once the clients have gone live. Clients must have received training on the module in question, and have tried to complete the set up to the best of their ability prior to calling the support line. Supporting documentation is essential in ensuring effective use of this service. The support line is not to be used for training.

1.5.4 The Custom Care master user was created for Don and the sign on information supplied. Don will determine which additional COUNTY team members will be added. Don is the system administrator user and will add the new users.

1.6 Implementation/Testing Room

1.6.1 COUNTY will establish an ‘implementation room’ where team members can work on the project and avoid the disturbances that would occur in their normal work locations if possible.

1.6.2 The dedicated implementation room should contain a PC for each core team member. The PC’s will require access to the Internet via IE 6.0+ and connection to the application/database servers locally once the software has been installed.

1.6.3 Other items required are: a speaker phone, printer, and projection unit and screen to display.

1.6.4 While onsite, High Line personnel will require access to the outside internet.

1.6.5 When there is a remote session, COUNTY will utilize their EU trailer which will have computers set up for the users allowing the ‘hands on’ sessions.

1.7 Reporting Approach

1.7.1 During the module training sessions, High Line will review the standard reports provided with each module. COUNTY will review their reporting requirements by module:

a) County will use standard reports provided with the system where possible, as long as they have the information required.

b) Any reports not provided with the standard system, and determined to be required, will be the responsibility of the COUNTY (except otherwise noted) to develop. COUNTY may request High Line develop these reports; if required, High Line will provide a quote on the cost of any programming for COUNTY’s approval prior to proceeding. Sufficient notice is required in order to schedule the custom programming.

c) If a report is required, but not part of the standard system, COUNTY will use Discoverer to create the report.

d) High Line’s standard reports are created with Oracle Reports. High Line will provide the source code for the non-update reports. If COUNTY alters a standard report, then the warranty covering that report is void, but no other component of the ***ePersonality*** product is affected. It is the COUNTY’s responsibility to make any future modifications to the reports that are related to new releases. High Line does not support any client modified/created reports. If COUNTY discovers a software issue with a report that has been altered, they will be required to reproduce the issue in the standard report before reporting it to the support line.

High Line does not provide training for Oracle Reports.

1.7.2 Database Administration is not provided with the standard software support maintenance agreement. It is COUNTY’s responsibility for database administration once they are live with the software. A separate database administration support agreement can be arranged.

2. Module Features

High Line and COUNTY reviewed and discussed the concepts and features of the ***ePersonality*** system using the module requirements list. Please see the "COUNTY Module Requirements" spreadsheet included herein as attachment B for details.

3. Structural Overview

High Line and COUNTY reviewed the key organization structures required in order to support the ***ePersonality*** system. Additional examples can be found in the "COUNTY-Organization Structure" spreadsheet. All code identifiers are up to 16 characters in length and their associated descriptions are up to 50 characters. The user base of the system will be expanding to include employee and supervisors/managers. COUNTY will therefore utilize codes that are meaningful to all users.

3.1 Locations

A location is a physical address where business is conducted or where employees report to work. The location code is also used as the sorting sequence for the check and deposit advice forms.
Currently COUNTY uses six locations. However, with the new 911 requirements there will be numerous locations added.

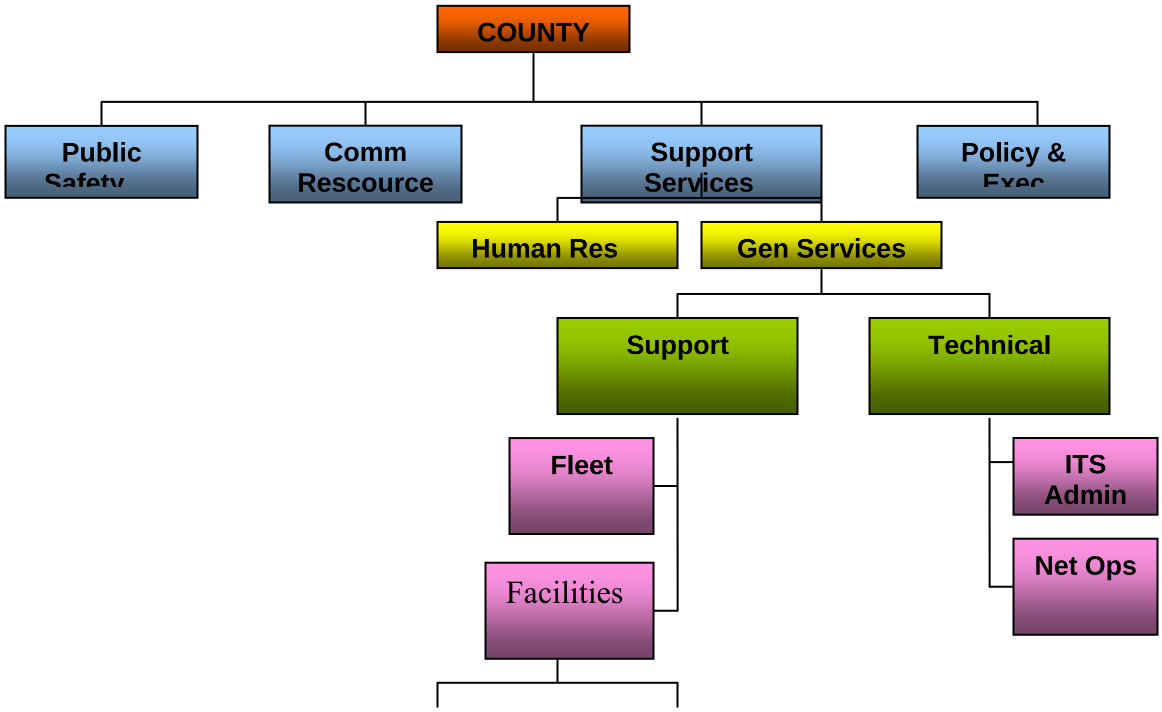
COUNTY must decide by the Foundations Training the last week in November whether the 911 additional locations will be required and implemented into ePersonality.

3.2 Entity

An entity is an organization, company or legal entity that is recognized by the Government as its own business. An entity is associated to a chart of accounts. The entity is the highest level for report totals for standard reports. There will only be one entity defined for the County of Santa Barbara.

3.3 Organization Levels

The Organization Levels are used in grouping together departments for reporting purposes. The Organization Levels are not directly associated to employee records. The employee is associated to the organization level(s) through their department. In ***ePersonality***, there is no limit as to the number of Organization Levels that may be defined. Multiple org levels can be coded and multiple ways of looking at and reporting on the data can be completed. Other types of Organization Levels could be set up for different views of the organization.



The previous example illustrates 4 organization levels. The organization level types include:

1. **Functional Group** = Public Safety, Comm Resource, Support Services, Policy & Exec
2. **County Department** = Human Resources, General Services
3. **Division** = Support, Technical
4. **Sub Division (Personality Department) =** Fleet, Facilities

3.4 Departments

Departments are the lowest level for report totals, though users still have the ability to define other selection criteria and required sorts. A supervisor or manager is assigned at this level and Positions report to a Department.

3.5 Units

Units define employees with similar pay rules, governed by the same set of policies, or bargaining unions. Attendance policies, payroll rules (e.g. automatic time generation and holiday rules), and benefit enrollment/eligibility rules are defined by Entity, and/or Unit, and/or Group within a Unit. Some examples of units include:

Unit Code	**Description**
10	UAPD, Non-Supervisory
11	UAPD, Supervisory

12	Fire Fighters Local 2046, Non-Supervisory
13	Fire Fighters Local 2046, Supervisory
14	DSA, Non-Supervisory

Due to holiday calendars, vacation plans and other needs, Unit Code 14 and other Units as necessary will become 14A, 14B, 14C, etc. When this is needed the Unit Local in the IDUN will be actual local, for example ‘14’.

3.6 Groups

The Group code is a method in which to further define rules for employees within a Unit according to their nature of work. This includes benefit eligibility and attendance policies. The Group also decides which payroll the employee belongs to, and can be the first area where work rules (for time generation) and standard rules for hours/day/week etc. are established for the employees in that Group.

Regular	Benefits based on position FTE
EXH 1040	Extra Help 1040 Hours
EXH 960	Extra Help Retiree 960 Hours

3.7 Jobs

A Job is used to describe a function, task or role that is a recognized requirement within the organization. A Job is always associated with a unit, which determines the employment rules applicable to the Job. Job codes must be unique within the unit that they are defined in but do not have to be unique across different units. For example, the job ‘ACCOUNTANT’ can exist in multiple units but no twice in the same unit.

Below are set up requirements needed at COUNTY at the job level required for Pay+ to calculate pay:

A. **Legacy Job Class** has to go to Pay+ for payroll calculation. We will create a UDF for the legacy Job Class on the IDJB for this information. We will also create a lexicon to ensure data entry accuracy when these are used.

B. **COUNTY has Occupational Groups**:
   a. Examples include Clerical, IT, HR, etc.
   b. For Layoffs employees are only allowed to bump within their occupational groups. Since there are approximately 20 of these groups, High Line recommend using the User Defined ‘Job Class’ Lexicon for the Occupational Groups.

C. **Retirement Offset**
   a. A Retirement Offset is where the employer pays a portion of the employee deduction required for retirement calculation. This can be determined at the employee, Job Class or Unit Level. High Line will set up a Premium Type of

‘Retirement’ with a Premium of “Offset’ for each Unit requiring this functionality.

b. COUNTY will add the premium at the assignment and/or job level as needed. Rates will be changed on the premium table unless they were overridden at the assignment or job level.
c. It should be noted that any premiums at the job level will show for the employee when using VEEP.

D. **Probation Job**

a. A Probation Job is one that works for the Probation Department. Currently COUNTY needs to pass to Pay+ if the job is a Safety Job or a Probation Job. High Line will utilize the ‘Job Type’ on the IDJB. This is a User Defined Lexicon. There will be three choices:
    i. Safety Job (S)
    ii. Probation Job (P)
    iii. None (N)

E. **Holiday Plan ID**

a. COUNTY currently has four (4) Holiday Plans. High Line will create a UDF at the Unit and at the Job Level to enter the Holiday Plan Code.
b. This will only be entered at the Job Level (IDJB) if the Holiday Plan for the job class differs from the Unit.

3.8 Positions

A Position is a further definition of the Job, defining where work is being performed and how it is budgeted. COUNTY will use a numeric coding system for their positions. All codes in the system have a maximum length of 16 characters.

In order to support Self-Service features, supervisors or any type of management positions should be defined individually. In other words, a separate position should be defined with an FTE status of 1 for every management/supervisory position. Therefore, when a supervisor or management type employee leaves the organization, there will be less maintenance for the employees that the person supervises.

COUNTY has various needs regarding the setup and use of positions as described in section 4.1.8

4. Detailed Analysis

The notes below are related to items found in the Module Requirements list in section 2.0. Notes are provided where a discussion of capabilities/requirements has occurred to help clarify issues that may arise during the implementation.

4.1 Foundation Requirements (FD)

4.1.1 EEO Complaints

At the present time a FilePro database is being utilized to track the complaints which the users find cumbersome and difficult to write reports and pull information needed such as searches by complainant, dates, department, etc. Currently, if the County hears of an incident, a discussion is held with the employee to determine if it is an EEO complaint. If it is, the employee will fill out the complaint form which describes the incident, department, job title, etc. The staff then enters the complaint in the computer. If it is determined that the complaint does not fall under EEO guidelines, but needs to go to Labor Relations then Labor Relations is notified of the incident.

During the implementation planning session we looked at using the grievance tracking in the Labor Relations module for tracking EEO complaints/claims as demonstrated in the sales cycle. Incidents/Complaints from employees and/or applicants can be entered using this module, however the Recruitment module is required to track application information. A work around for this would be to create a dummy EEO Department and use a version of the quick hire form to add information for complainants who are not current County employees. A complaint could have multiple claims that would be tracked. For example, one complaint could be for age, gender and national origin. The claims need to be tracked if unfounded or substantiated. At this time there are three types tracked:

Informal Complaint
Formal Complaint
Discussion

In order to use the Labor Relation forms for the EEO process, COUNTY will need to copy the forms and make the minor modifications by adding User Fields and some translations for field names. COUNTY can store notes in a 'folder' using the basic functionality of ePersonality as well as utilizing the tab for 'notes' on some of the standard forms in the module.

COUNTY could create lexicons to further define the user fields. Security could be set by either creating a where_clause or possibly by lexicon security. This would then enable Labor Relations the ability to see incidents that are referred to them through the EEO process. If work flow was on the grievance table, an e-mail could be sent to Labor Relations notifying them of the incident being turned over to their department. Reports would be created by COUNTY using Discoverer.

Software Gaps

Work Flow is not on the grievance table

**This is for PHASE II but noted in this report as the discussion was held during the Implementation Planning Meeting.

4.1.2 Organization Structures

COUNTY must set up sufficient organization structure codes within the Pilot system in order to support the Pilot employees. Once the coding structure approach is confirmed, the remainder of the codes will be defined within Personality.

For example, sufficient Job and Position definitions must be set up in the Pilot system. Once the approach to the Job and Position structure is confirmed, the remaining Jobs and Positions can be set up.

During the Pilot system build, the High Line will instruct the team will on how to enter the definitions. Once the approach is confirmed, then High Line will load the remaining definitions.

4.1.3 Database Change Log

COUNTY will be using a view of the database change logs for updating tables in the Pay+ system. COUNTY will need to have any changes made to User Defined Fields in this view. Currently the changes to the User Defined Fields are not included in the logging feature. Case 77567 has been added into the Customer Care system on behalf of COUNTY.

4.1.4 G/L Distribution

The general ledger distribution code is used to indicate where payroll expenses need to be allocated in the general ledger. The format COUNTY will use is: 'XXXX-XXX-XX-XX-XXXX-XXXX-XXXXXX'.

Segment 1 represents: Fund
Segment 2 represents: Department
Segment 3 represents: Division
Segment 4 represents: Sub Division
Segment 5 represents: Program
Segment 6 represents: Org Unit
Segment 7 represents: Project (Alpha-Numeric)

Program to cost center is many to one.
When a portion of the string is not needed COUNTY will use '??' rather than a number.
Division and Sub Division were added to the distribution to handle Forecasting and Costing.

4.1.5 Hourly and Salaried Employees

All employees have hourly rates of pay. COUNTY will enter the scales/steps at the Job Level as they are tied to the legacy 'job class'. The scales/steps will default to the positions and assignments. The Forecasting and Costing module will require wage rates at the position level so that when the budgets are created, the system will use the wage rate from the position for any vacant positions.

Employees can have multiple work assignments for different positions with different hourly rates if needed.

4.1.6 Alias Information

Alias information is available in the legacy system, however this information will not be converted. COUNTY will track alias information in ***ePersonality*** when they 'go live'.

4.1.7 Tax Jurisdictions

Although Pay+ is calculating the payroll, High Line will need to do basic set up of tax jurisdictions on location and other areas to prevent standard warning messages during different processes in ePersonality.

4.1.8 Position Control & Job Classification

Most positions at the County have two job entries used for position control and to ensure the employee is paid properly. These are referred to as the Base Class and Class Fill.

The Base Class is used to ensure the proper MOU affiliate, benefit eligibility, leave policies, and pay for Extra-Help only. The Class Fill is used to reflect the type of work actually being performed and drives the Bargaining Unit, Pay, Benefit Eligibility, and Leave Policies for all other cases.

This theory is used for multiple business reasons including;

- Flex Positions
- Temp Assignment (Out of Class)
- Under Fills
- Extra Help

ePersonality's position and job classifications are equivalent definitions currently used at the County.

A job is defined as a collection of responsibilities and duties associated to performing a function within each unit of the organization, which in turn defines employment rules.

A position is a job assigned to a department that identifies the need for that job to be performed at a specific location. Position describes the reporting relationship, requirements, work conditions, pay rules, and budget information. Position numbers are unique across the system. The job is a data element on the position table.

The employee's work assignment record attaches the employee to the organization structure through the position and job. The job on the employee's work assignment can be different from the job that is on the position.

Position Job and Assignment Job will be the terminology used at the County.
The Position definition's job will be the Position Job (Base Class) and the employee's Work Assignment will be the Assignment Job (Filled Class).

The County's Staff Report will be a custom report created using Discoverer.

B) Flex Positions

Certain positions are defined as flex positions which can be filled at any associated job class without board approval or recruitment effort.

For example: There are three job classes for Human Resource Analyst;
HR ANALYST I, HR ANALYST II and HR ANALYST SNR

A position is set up as a Flex Position and the department is allowed to fill the position at any level.

A person can be hired as an HR ANALYST II or an existing employee can be promoted to HR ANALYST SR.   Flex Positions can be in the same unit or different units which can change their pay rules.

In ePersonality, the user will override the job/unit to the different job class, leaving the authorized position the same.   The Assignment Job will be the job they are performing and the Position Job will remain the one associated to their position.

Control Aspect

1. Can the user change the job code on the work assignment? Standard field security can be defined to control this (no update).

2. If the user has the security right to change the work assignment job class, it must be restricted to the class series (any jobs defined as flex positions).

Software Gap – There is no out of the box functionality that can associate multiple positions together to restrict the users from selecting any job class when hiring or transferring employees.

Currently the user would have to know and select the proper unit code and then the job code. As distributed processing is the goal of the County an enhancement is recommended to ensure data integrity.

Possible Enhancement

Create a master flex position. On each allocated flex positions, code the ‘part of position’ to the master flex position. Modify the work assignment list of values to display all the jobs that are associated to the flex position.

Can the LOV on the work assignment job be modified to list all jobs in all units?
The County does not want the department to have to select unit and then select the job.
The departments do not know which units a job class belongs to and since the pay, benefit and related pay rules are associated to the unit, there is a chance that the employee’s pay and benefits could be incorrect.

Set Up Notes

The County would like the work assignment to reflect that the assignment is a flex position and/or an at-will position. There are two toggles on the work assignment that will default from the set up on the position table; Provide Public Service and Provide Internal Service which are used for Canadian legislative reporting. The County will change the labels of these fields to reflect the flex and atwill positions and set them accordingly on the position table.

Personnel Action with Approvals and/or WorkFlow notifications can be used to notify of the changes to the work assignment.

During the detailed analysis session we will review this approach and determine if there are any other options.

C) Temp Assignment (Out of Class)

Temporary Assignments is a developmental tool for employees. A department will have a vacancy and want to give an employee some experience in a higher class job. The employee's position does not change just their job class and related data.

There is a time limit to the temp assignment, one year less a day.
The employee in the temp assignment has to work for a minimum 30 days of work at the higher level. The work assignment change takes effect the beginning of pay period after the 30 days. The employee does not receive pay at the higher job class from the timesheet all pay increase for temp assignment must be at the work assignment level, not transactions.

During the first 30 calendar days the employee is reported in their current job class.

The change is initiated by the department after the 30 days. The user can change the job with the manually calculated effective date. WorkFlow does not have access to modify the effective date. The user can also make the effective date change 1 year in the future to move the person back to their original job class. There are no controls required on the job like flex position.

Add a user defined field to the work assignment and edit against a lexicon for the users to manually indicate if it is a temp assignment, etc. (Not flex)

Temp assignment has to be pre-approved. There is not a high volume of temp assignments and it will still be managed centrally in ePersonality.

If the software enhancement for flex positions restricts the list of jobs, the departments cannot move a flex person to a temp assignment. Central office will uncheck the box to allow for this.

Departments are not allowed to hire an employee to a temp assignment.

D) Under Fill

Under Filling a position is also an employee developmental tool. This allows an employee that does not meet the qualification for the job to gain experience in the higher job class.

The employee will occupy the higher level job. The user will override the job class to the higher level job. Title, unit, job, scale and step, wage rate may also change if there is a promotion associated with the underfill. For example, an employee who is currently a Departmental Assistant could be promoted to a Departmental Analyst and then underfill a Business Manager position.

The department can hire an employee into an under fill job.

E) Fill Behinds

Fill Behinds are used when filling a position vacancy due to an extended leave of absence. Also referred to as a 1414 appointment.

The department can appoint either a new hire or a current a County employee.

The employee on leave will have their work assignment updated to reflect the leave information, their FTE will be changed to 0 using WorkFlow, and the person replacing them will be entered into the Replaced By field. The employee on leave will show on the Staffing Report to be a member of the position however they will not count towards the FTE.

The employee filling the position of the employee on leave will have their primary work assignment changed to their secondary work assignment and the FTE will be set to 0. The employee will show on the Staffing Report to be a member of their secondary position however they will not count towards the FTE. The primary work assignment will be the position they are filling.

F) Extra Help

Extra Help employees are temporary staff hired for a limited term. The majority of the extra help employees perform jobs covered under different agreements but not occupy an authorized position nor receive the full rights of a regular employee in the same job class. Extra Help employees are not covered under the benefit and leave policies. However they are on the same pay scale of the job class they are holding but do not follow the scale/step progression. They are limited to set number of hours, one group can only work up to 960 hours and another group up to 1040.

A new position is established for each Extra Help employee. They do not hold existing positions. Their assignment job will reflect the job they are performing.

Early discussions in the pre-planning sessions had a design of a separate unit code for the Extra Help employees. Further discussions lead to the following structure which will be confirmed during the Pilot stage of the implementation.

The users will enter a new position (or use the copy facility) in the job class that the person is hired for. There will be a Group defined within each applicable Unit to indicate Extra Help. An employee Status(es) will be created to distinguish Extra Help classification.

The employee’s work assignment and position can also be future dated for the end of position.

Base Job Class	Job Class Title	Number of Employees
009660	Extra Help	435
009661	Extra Help Special	79
009662	Extra Help SB County Retiree	170
009664	Exh SB Cty Retiree-OT Exempt	2
009665	Extra Help-OT Exempt	8
009667	Commissioner	57
009670	Intern Paid	3

No automatic movement between steps. Departments can move the employee within in restraints of the pay class they are filling.

If the pay scale receives a cost of living increase, so do the extra help.

4.2 Salary Administration (SA)

4.2.1 Salary Ranges and Bonus for Leadership Classifications

Salary bands are used for the Leadership classifications. In addition to the salaries, people in the Leadership classifications are eligible for two separate bonuses. The bonuses are only granted at the end of the calendar year and are granted at the same time. The first bonus is a performance bonus of up to $3,500. The second is a project bonus for successful completion of a project. This bonus can be up to $2,000. There is no automatic movement through the salary band and no automatic assignment of a bonus. All of the compensation is tied to the employee's performance review. The bonus will be entered as a 'premium' on the employee's work assignment for interface purposes.

The current legacy 'broadband' is a 'range' in ePersonality.

4.2.2 Scales/Steps

All employees are paid hourly rates other than a Supervisor which is a Bi-Weekly pay rate. Salary Ranges and scale/steps will be used to indicate an employee's compensation range. Salary ranges and Scales/Steps can be defined at the job, position and/or employee levels. If defined at the job level, the information will default to the position level and the information will default down to the employee's work assignment where is can be overridden (if required).

Currently COUNTY uses a 'range' in their legacy system with steps. Rather than updating these ranges when there is a COLA, the current practice is to move the job class to a higher range. Rather than continue this practice, COUNTY has made the decision to utilize scales/steps in ePersonality in order to optimize the use of available functionality for mass updates to the scales/steps, jobs, positions and assignments. Rates are extended to three decimals

4.2.3 Mass Changes/Updates

The mass scale update program will be used to update scales and steps. Increases can be made based on a flat amount or a percentage. The program may be utilized to update jobs, positions, and assignments employee assignment records with salary changes when increases have been made to the scales and steps.

4.2.4 Premiums/Allowances

COUNTY uses premiums to pay employees additional payments for specific hours worked as well as flat amounts for each pay period. Premiums (known as allowances in the legacy system) that are at the employee or position level, and that are not based on worked hours will be added in ePersonality.

4.2.5 Clerical Compensation Program

- Four Levels in this class (4 scales)
- Levels 1-3 are flexibly staffed and level 4 would require a competitive promotion
- Each level will have a 5 step scale with 5.5% between each step
- The difference between scales will also be 5.5%
- Movement through the steps and between the scales will be based on time, performance, and **skill** attainment
- Incumbents will be granted 20 hours of paid training, which might require a 'leave' bank so COUNTY could track the hours
- COUNTY will have to establish the skills and competencies required at each level within the job profile
- There may also be a 'transition class' that would be paid a flat rate instead of a scale for those employees with the interest and aptitude to transition from clerical to professional, but this has not been finalized yet.

  Levels
  OFFICE PROFESSIONAL I – Scale with 5 steps
  OFFICE PROFESSIONAL II – Scale with 5 steps
  OFFICE PROFESSIONAL III – Scale with 5 steps
  OFFICE PROFESSIONAL IV – Scale with 5 steps

- Time: 1 year, 2 years, etc.
  Performance: based on the review.
  Skill: Using Job Profile/Comp. Training to track completion. Gaps between requirements and employee's actual.
- eP does not have an automatic progression based on skills, it is based on dates or experience. Using the stepping rule, a personnel action will be created. If the evaluation of the employee determines the requirements have been met, then the manager will inform central services to approve the change.

  Note: For Phase I, everything will be centrally processed. Phase II managers will use self-service and/or the professional user edition.

4.3 Payroll Requirements (PR)

Limited Payroll functionality will be utilized in ePersonality to support the interface of HR values to and from the county's payroll and time card system. All pay calculations will be performed in Pay+, the in-house developed payroll system. All standard payroll features as described in the modules requirements spread sheet will not be utilized.

4.3.1 Taxation Tables

Vertex tax tables will not be purchased by COUNTY therefore the standard tax calculations will not be available in the Forecasting and Costing module. The County can write user calculations to calculate the employer portion of taxes for budget purposes.

4.3.2 Payroll Structure

COUNTY will need to map ePersonality pay component codes to their legacy Pay+ system for interface purposes. Pay Components codes are from 1 through 9999. These will be mapped for all earnings, time, deductions, etc that will be stored in ePersonality to support the HR values needed. We will use the Pay+ codes where possible, however Pay+ has some alphanumeric codes.

This mapping can be loaded into ePersonality's lexicon facility and be translated when loading the values into the pay transaction interface table which will be used to load leave details from COUNTY's time card and payroll systems.

4.3.3 HL Server

The gross to net calculation program, which will be used to process the values from COUNTY's payroll and time card system, has a validation that terminates the program when it cannot locate the HL Server. The HL Server is used to access the Vertex tax tables. Case 77569 was added on behalf of COUNTY to issue a warning only, not terminate the program. A work around would be to set the taxation legislation (Entity and Payroll Code level) to some other than USA.

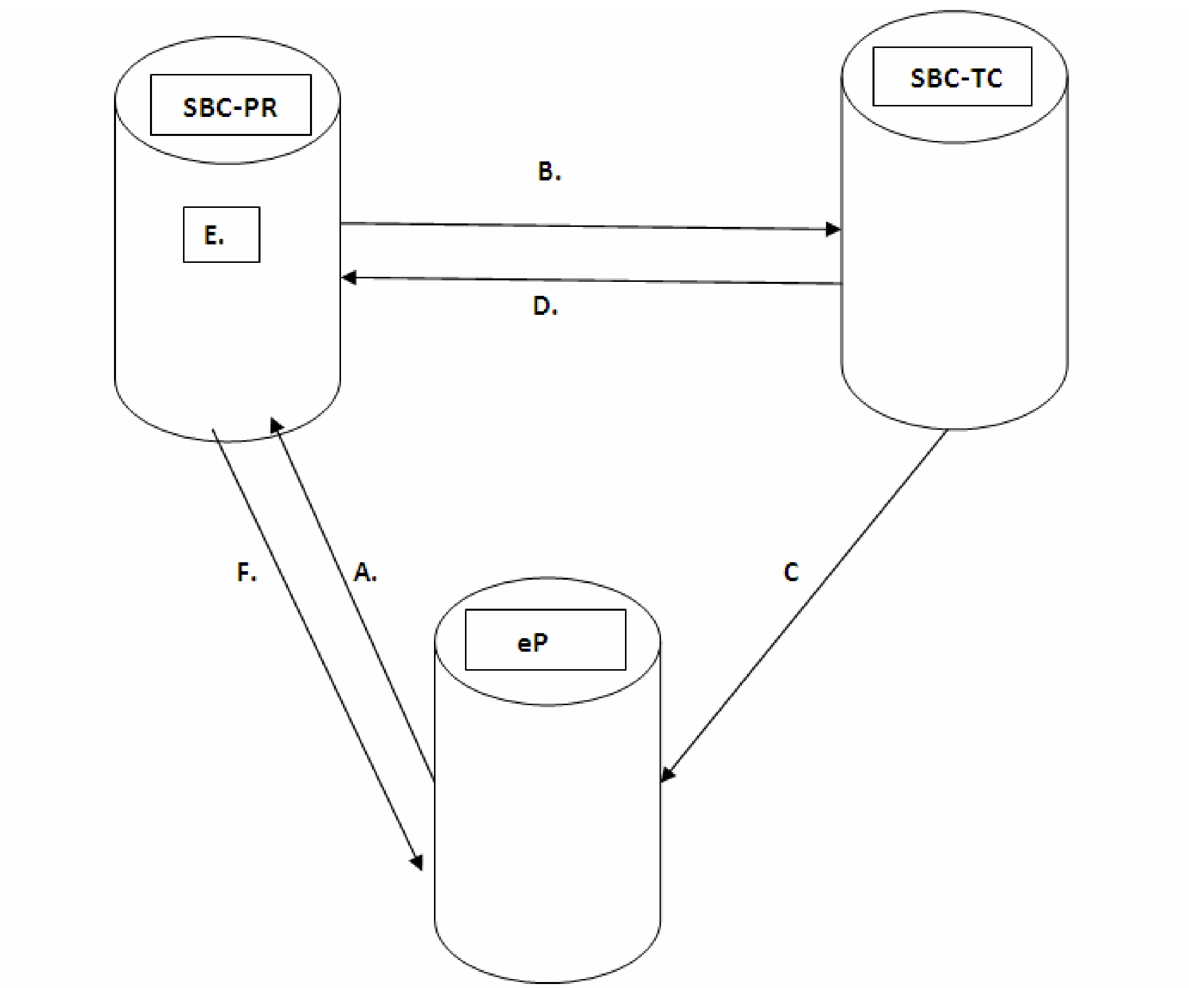
4.3.4 Interface to/from COUNTY's Pay+ Payroll System and Timecard system

\`Pay+' is an in-house developed SQL Server based payroll system which will be continued to be utilized by COUNTY for their payroll processing.

The 'Timecard' system is an in-house developed SQL Server based employee time entry system which will continue to be utilized by COUNTY's employees who are required to enter daily time. The majority of employees are required to enter their time.

ePersonality is the system of record for HR related data. A subset of this data must be stored within these systems. COUNTY will create the required programs with the assistance of HLC. COUNTY will use their current interface from the Pay+ system to the Timecard system.

SBC-PR: In-house developed payroll system called Pay+ (including employee information).
SBC-TC: In-house developed timecard system.
eP: ePersonality



A. eP is the system of record for organization structure, employee HR data (FD/SA), benefit structure/rates, benefit employee participation, and attendance participation. There will be a one-time load of employee data and limited organization structures into eP using the conversion utilities. Employees' participation in attendance policies will be sent to SBC-PR which will be responsible for calculating leave entitlements.

The combined coverage calculation remains in Pay+, the employees' participation in the benefit plan (benefit enrollment) will be sent to SBC-PR, not the benefit deduction / County contribution amount. If benefit rates change, this information will also need be sent to the SBC-PR to eliminate duplicate entry.

A. Employee HR data required in the timecard system will use the existing interface from SBC-PR to SBC-TC.

B. Employees that are required to enter their time will enter hours worked and leave time into the SBC-TC system. The detailed leave transactions will be interfaced to eP using the transaction load facility and will populate eP pay lines. All leave pay components will have associated leave time codes, therefore when the pay line is created a leave line will automatically be created. The reason to interface leave time from the SBC-TC system to eP, is that the leave details are not in the SBC-PR system.

C. Hours worked, premium time, and leave time are summarized and interfaced into the SBC-PR using the existing interface.

D. Adjustments are made to the employees' submitted timecard. Adjustments are made to time, earnings and leave. The payroll is calculated.

E. The results of the payroll are interfaced to eP. The values for Gross to Net, time and adjusted leave balances will be extracted and interfaced to eP using the transaction load facility. eP calculation will be processed, but will not recalculate any values.

Approach

Pay+ uses a feature called `employee instruction' to calculate the employee's pay. These instructions are the core of the Pay+ system. There is business logic that is triggered when users make changes to the employee's assignment in Pay+ to review the current instructions and make the appropriate changes. For example, when an employee changes job class, it could result in a change to their unit, which in turn could result in a change to their benefit and attendance policies.

We discussed using a view of the employee data directly from the eP database. Therefore an approach of using a database view for the core employee record would be technically difficult since payroll related records, such as the direct deposit and W4 information, will remain within Pay+. Therefore an interface approach was decided upon using the eP change logs. eP database views may be used for some code values such as termination reasons. This will be a gradual deployment for some of these codes and an interface and/or translation mapping will be used for go-live.

eP has the ability to log data changes to the employee records as well as the definition/policies. This includes a before and after value including the user information that made the change. COUNTY will be creating a program to take the database change log and determine what information is required to be updated within Pay+. There is time scheduled for technical assistance in order for COUNTY to create the required programs.

ePremiums will be used on the employee's work assignment as the source to pass values (non-benefit) into Pay+ in order to create the `employee instruction'.

4.4 Benefit Requirements (BE)

4.4.1 Employee Benefit Changes

After go-live, COUNTY staff will key any benefit changes directly into the ePersonality application.

4.4.2 Combined County Coverage

Combined Coverage calculations will remain in the Pay+ system.

4.4.3 Health Calculations

Due to the issue with combined coverage, no benefit pre-calc or sending values will be sent to SBC-PR. The SBC-PR will perform these calculations.

4.4.4 EAP and Counsel Care

EAP and Counsel Care will be separate plans in ePersonality which enables COUNTY to run separate remittance reports on these plans. In the legacy system the premiums for these plans are included in the Health premiums.

4.5 Attendance Requirements (AT)

The attendance policies required will be set up as basic policies that do not calculate entitlements or other rules. The entitlement and the time taken will be interfaced from the current timecard and payroll system. This information will be brought over as pay components to the transaction load facility. The appropriate leave lines will be created by the time codes associated with the pay components.

A policy will be developed for FMLA using the 365 day 'look back' functionality. New time codes will be required in Pay+ and Timecard in order to capture this information. A 'combination' code will be required for FMLA time taken since the County will allow the employee to take FMLA time using their Sick and Vacation bank. FMLA-SICK, FMLA-VAC, FMLA unpaid were examples discussed.

4.6 Workflow

During phase I, High Line will develop examples of the following types of workflows: mail merge letter, online navigation and email notification. Any additional workflows that are required will be set-up by COUNTY. There are a limited number of tables that contain workflow triggers for which workflow actions can be generated. There are a limited number of tables which are identified in the Module Requirements. As the implementation team learns the software, they will determine where they can best utilize the work flow functionality and these will be set up by COUNTY as needed.

Work Flow
When an employee is hired for a limited term (ex. 1 year less a day), a future dated WorkFlow will be created to notify the employee's supervisor that employee is coming up to the end of their assignment. The email notification will created at the time that the work assignment is created with the future effective date. It will remain as a pending notification. With the current version of ePersonality, if the employee's situation changes so the notification is no longer valid, the WorkFlow will not be deleted. Worst case scenario is that an invalid email is sent out. An enhancement in this area of the software is scheduled for the spring 2008 release. The 'proactive' WorkFlow project will re-determine if the WorkFlow conditions are still valid, if the conditions are no longer valid, then the notification will not be sent.

WorkFlow **cannot** update User Defined Fields through the WorkFlow utility. An Enhancement would be required to allow WorkFlow to read and update User Defined Fields at the Work Assignment.

High Line is contacting other clients in order to have some type of cost share for this enhancement.

5. Test Plan

5.1 Rules Testing

Using the Pilot system, High Line will conduct testing of the rules defined. COUNTY will be responsible for conducting more thorough tests using their test plans and scenarios.

5.2 Pilot Testing

- Pilot employees should be a representative sample of the units and policies
- Sample test plan template will be provided by High Line
- COUNTY should start compiling a list of test scenarios immediately

5.3 Conversion Testing

- COUNTY is responsible to build the conversion file(s) from legacy and or other sources (as required)
- COUNTY is responsible for cleaning the data to ensure correct/accurate conversion data
- High Line is responsible for loading the conversion data into ePersonality and to establish a repeatable conversion process to facilitate parallel testing
- Validation of the converted information is COUNTY responsibility

5.4 Production Testing

- Using converted data; the COUNTY will take the system through a full cycle
- Confirms timing of business processes
- Addresses volume issues

5.5 Parallel Testing

- COUNTY will use prior pay periods for parallel testing. COUNTY will determine the final number of parallel tests to be performed. There are seven weeks of time and support allocated to the parallel testing.

- A minimum of four parallel tests will be conducted using the following pay periods:
  Parallel Test #1 – Pay Period: Sep 2nd-15th, 2007
  Parallel Test #2 – Pay Period: Sep 16th-Sep 29th, 2007
  Parallel Test #3 – Pay Period: Sep 30th-Oct 13th, 2007
  Parallel Test #4 – Pay Period: Oct 14th-Oct 27th, 2007

6. Training Plan

6.1 End User Training

COUNTY is responsible for end user training.

6.3 Personality Technical Training

High Line will provide technical training when the software is loaded.

6.5 Discoverer Report Writing Training

The Discoverer end-user report writer is included in Oracle licenses purchased through High Line. The COUNTY will be using the web version of Discoverer and have a processor based license that allows unlimited reporting. Refer to the timeline for training dates.

COUNTY will require and High Line will provide training for calling the standard routines for Lexicons and User Defined Fields

The following reports will be developed by COUNTY using the Discoverer Report Writing Tools:
Staffing report

7. Documentation

7.1 System Manuals

High Line will place manuals on the FTP server. COUNTY will print copies for team members prior to each of the detailed analysis sessions and have them available for all of the remote web-ex training sessions.

7.2 End User Documentation/Manuals

COUNTY is responsible for end-user documentation/manuals.

8. Key Dates & Milestones

Refer to the project timeline attached hereto as Attachment A, for a list of key dates and milestones.

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2. Contact Information

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Mike Struven	Auditor Special Projects Mgr		
Julie Hagen	Chief Deputy Auditor Controller		
Susan Slattery	Financial Systems Analyst		
Nancy Dougherty	Payroll Supervisor		
Rob Leaver	ITS Technical Support Mgr		
Jason Stillwell	Assistant CEO/Budget Director		
Sally Nagy	Contract CIO		

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ATTACHMENT A

HIGH LINE CORPORATION & SANTA BARBARA COUNTY
ePERSONALITY IMPLEMENTATION GUIDELINE

		NOVEMBER 2007				DECEMBER 2007					JANUARY 2008			
		Week of				Week of					Week of			
ACTIVITY		5	12	19	26	3	10	17	24	31	7	14	21	28
IT	Complete data gathering and project set up	----->	----->	----->										
IT	Hardware installed				*									
HL/IT	Software Installation - at HL (confirm connectivity)			--XX-										
HL/IS	Software Installation - at SBC					XXXXX								
HL/IT	FD, SA, PC Detailed Analysis (Judy onsite/Kevin Remote)				XXXXX									
HL	Set Up and Testing (remote					----->	----->	----->						
HL/IT	Training Sessions (8:30 - 12:30pm Pacific)					---x-	---x-	---x-						
IT	Testing and Validating					'->	----->	----->						
	Limited activity due to holidays and year-end													
HL/IT	PR Basic and PR Interface - Detailed Analysis										XXXXX			
HL	Set Up and Testing											----->	----->	----->
HL/IT	Training Sessions (8:30 - 12:30pm Pacific)											---x-	---x-	---x-
IT	Testing and Validating											'->	----->	----->
HL/IT	Ongoing FD, SA, PC Configuration, Testing and Issue Resolution (remote)											----->		
HL/IS	Conversion Training and Consulting											XXXXX		
HL/IS	Intro to ERD's, Change Logs, PR Interface consulting (R. Forbes - remote) 1 day per module for a total of 5 days. 5 days banked time to be used as required but must be pre-scheduled						x						x	
IT	Conversion Mapping				----->	----->	----->	----->	----->	----->	----->	----->	----->	----->
IT	User Documentation				----->	----->	----->	----->	----->	----->	----->	----->	----->	----->

Total Days

L E G E N D

IS - Information Services (Customer)
TM - Implementation Team (Customer)
HL - High Line Corporation
TECH - Member of High Line's Technical Team (TBD)

FD Foundation
SA Salary Administration
PS Position Control
PR Payroll
BE Benefits
AT Attendance

TD Training & Development
RE Recruiting
WF Workflow
LR Labor Relations
SH Safety & Health
FC Forecasting & Costing

TS Time Scheduling
EMSS Employee/Manager Self Service
TMSS Time Management Self Service
RSS Recruiting Self Service
H Holiday

HL Personnel On Site | Remote Assist | Live | Milestone | Remote Training

HIGH LINE CORPORATION & SANTA BARBARA COUNTY
"PERSONALITY" IMPLEMENTATION GUIDELINE

		FEBRUARY 2008				MARCH 2008					APRIL 2008			
		Week of				Week of					Week of			
ACTIVITY		4	11	18	25	3	10	17	24	31	7	14	21	28
	`													
HL/IT	BE and AT - Detailed Analysis Judy onsite / Kevin remote	XXXXX												
HL	Set Up and Testing		----->	----->	----->	----->								
HL/IT	Training Sessions (8:30 - 12:30pm Pacific)		---x-	---x-	---x-	---x-								
IT	Testing and Validating		----->	----->	----->	----->								
Hl/IT	Conversion training and consulting				XXXXX									
IT	Discoverer Report Requirements to HL	*												
HL/IT	Report Writer Training (Discoverer)			-XXXX										
HL/IT	TD, Job Profiles and WF - Detailed Analysis						XXXXX							
HL	Set Up and Testing							----->	----->	----->				
HL/IT	Training Sessions (8:30 - 12:30pm Pacific)							---x-	---x-	---x-				
IT	Testing and Validating							----->	----->	----->				
HL/IT	Advanced SA and Advanced System Administration (to tailor ISRV, etc) - Detailed Analysis										XXXXX			
HL	Set Up and Testing											----->	----->	----->
HL/IT	Training Sessions (8:30 - 12:30pm Pacific)											---x-	---x-	---x-
IT	Testing and Validating											----->	----->	----->
HL/IT	Create Production Size Test Environment													XXXXX
HL/IT	Intro to ERD's, Change Logs, PR Interface consulting (R. Forbes - remote)		X					X				X		
IT	Conversion Mapping	----->	----->	----->	----->	----->	----->	----->	----->	----->	----->	----->	----->	----->
IT	User Documentation	----->	----->	----->	----->	----->	----->	----->	----->	----->	----->	----->	----->	----->

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HIGH LINE CORPORATION & SANTA BARBARA COUNTY
"PERSONALITY" IMPLEMENTATION GUIDELINE

ACTIVITY		MAY 2008 Week of				JUNE 2008 Week of					JULY 2008 Week of			
		5	12	19	26	2	9	16	23	30	7	14	21	28
HL/IT	Pilot Completion Judy onsite / Kevin remote	XXXXX												
HL/IT	Parallel Testing		----->	----->	----->	----->	----->	----->	----->					
HL/IT	Parallel Testing Assistance - remote		XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX					
HL/IT	Parallel Testing Remote - onsite (Judy)			XXXXX		XXXXX		XXXXX						
IT	Cut over to live production - core users									*				
	Final pay history update in SBC's Payroll - 6/19													
	Pay Period End Date (Timecard Period) - 6/2 to 6/15													
HL	Go Live support									XXXXX				
IT	User Documentation	----->	----->	----->	----->	----->	----->	----->						
	Phase 1 live support (60 hours)										----->	----->	----->	----->
	Knowledge Transfer - TBC (est 4 weeks)													

ATTACHMENT B

Implementation Planning Session

Module Requirements - Personality

Feature or Function	Phase I	Phase II	Decision Pending	Custom	Not Req'd	Notes	Action Item
Define geographic information Locations, taxing jurisdictions, school districts, cities, counties, etc.	☒	❐	❐	❐	❐	They will expand on the definitions in this area to address the 911 requirements, so the HRIS system becomes the system or record for key employee related data.	
Define organization structure Entities, departments, organization levels, general ledger structure	☒	❐	❐	❐	❐	This will be done to the department fund in Phase 1	Need to decide how to define what is tracked to meet the needs of HR for budgetting/forecasting/reporting purposes
Define human resource policy organization Units, groups	☒	❐	❐	❐	❐		
Define Jobs and Positions Job Codes, Position Codes, FTE	☒	❐	❐	❐	❐		
Enter Core Personnel Information Names, Addresses, Basic Demographics, Employment information (dates)	☒	❐	❐	❐	❐		Need to add additional date fields to standard screens.
Enter Employee Assignment Data Positions, wages, premiums, hours of work, GL distribution	☒	❐	❐	❐	❐		
Enter Additional Employee Information	☐	☐	☐	☐	☐		
- Aliases	☒	❐	❐	❐	❐		
- Military Information	❐	☒	☒	❐	❐	Currently fire and sheriffs tracks this information. Therefore consider for Phase 2, having these depts update this information themselves via Self Service	
- Property (tools, equipment, uniforms, protective equipment, computers, cards, etc.)	❐	☒	❐	❐	❐	Each dept maintains this information independently on separate systems. They do want to track this, but need to establish a plan to do so, monitor, update and policies.	
- Contacts - emergency, benefits, family, etc.	☒	❐	❐	❐	❐	They track now.	

- Business Contacts	☒	☐	☐	☐	☐		
Employment Equity Reporting	☐	☐	☐	☐	☐		
- EEO-4 (Equal Employment Opportunity Commission reporting for public sector organizations	☒	☐	☐	☐	☐		
Veteran's Employment Report	☐	☐	☐	☐	☒		
Work Rules, Calendars and Holidays	☒	☒	☐	☐	☐		Need to clearly define what is required, what should be done in eP in Phase 1, and if too complicated, Phase 2.
New Hire Interface	☐	☐	☐	☐	☒	This is handled by SBC's Payroll system	
Create Interface of eP Employee Information to SBC's Payroll	☒	☐	☐	☒	☐		
Create an Interface from SBC's Payroll to eP with any required employee information.	☒	☐	☐	☒	☐		
	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐		
Define Payroll Structure Bank Accounts, Calendars, Categories, Frequencies	☒	☐	☐	☐	☒	SBC has an inhouse developed payroll system (SBC-PR). PR module will be used to support the interface/Self-Service features Bi-weekly Payroll.	**Note - we will only set up what is required to address the Notes statement.**
Define Pay Components Pay Components, Usages, Elements	☒	☐	☐	☐	☐		Need decision on whether to track all Work Codes/Deduction detail in eP, or just summary info.
Define Taxation Requirements - USA Taxation (Vertex)	☐	☐	☐	☐	☒		
Define Employee Tax Rules					☐		
- W4 (US Pay Rules)	☒	☐	☐	☐	☐		**Investigate handling of addtnl tax deduction limits - how to handle if managed in eP.**
Transaction and Timesheet Handling		☐	☐	☐	☐		
- Automatic Timesheet Generation	☐	☐	☐	☐	☒		
- Load Transactions from an external system	☒	☐	☐	☐	☐		
- Miscellaneous and Recurring Transactions	☒	☒	☒	☐	☐		**Need to investigate what information should be entered into eP, e.g. credit union, etc. Need list of current deductions/recurring transactions.**

- Garnishments	☐	☐	☐	☐	☒	We can store the results, but will not automate the calculation.	
- Declining Balances (Loans, Allowances, etc.)	☐	☐	☐	☐	☒		
- Arrears Handling	☐	☒	☒	☐	☐	May be a Phase II item if a workable solution can be found	
- Premiums	☒	☐	☐	☐	☐		
User-tailorable Transaction Entry Screen	☐	☐	☐	☐	☒		
Payroll Cycle							
- Trial calculations	☐	☐	☐	☐	☒		
- Pay Reversal	☐	☐	☐	☐	☒		
- Retroactive Pay	☐	☐	☐	☐	☒		
- Vacation Pay / Future Pays	☐	☐	☐	☐	☒		
- Store and report payroll totals (current and historical)	☒	☐	☐	☐	☐		
- Manual Pays	☐	☐	☐	☐	☒		
Pay Disbursement	☐	☐	☐	☐	☐		
- Off-cycle Checks	☐	☐	☐	☐	☒		
- Prenotification (US Banks)	☐	☐	☐	☐	☒		
- Check Form	☐	☐	☐	☐	☒		
- Define Employee Direct Deposit Information	☒	☐	☒	☐	☐		Need to decide whether to enter this in eP/SS.
- Deposit Advice Notice	☐	☐	☐	☐	☒		
- Check Reconciliation (includes loading check list from the bank)	☐	☐	☐	☐	☒		
- User Defined messages on Check and Deposit Notice forms	☐	☐	☐	☐	☒		
- Positive Pay (US Banks only)	☐	☐	☐	☐	☒		
General Ledger Processing							
- Fringe Allocation	☐	☐	☐	☐	☒		
- Labor Burden processing	☐	☐	☐	☐	☒		
- Distribution code validation	☒	☐	☐	☐	☐		
- Accruals	☐	☐	☐	☐	☒		
- Inter-company processing	☐	☐	☐	☐	☒		
Accounts Payable Processing	☐	☐	☐	☐	☐		
- Accounts Payable Interface	☐	☐	☐	☐	☒		
- Vendor checks	☐	☐	☐	☐	☒		
- Vendor EFT	☐	☐	☐	☐	☒		
Government Inter-relationships							
- W2 Printing (US)	☐	☐	☐	☐	☒		

- Quarterly Reporting (ICESA, MMREF and selected individual state formats)	☐	☐	☐	☐	☒		
- Fair Labor Standards Act (FLSA-US)	☐	☐	☐	☐	☒		
- Taxation (Complete Jurisdictions checklist)	☐	☐	☐	☐	☒		
- Tax Filing	☐	☐	☐	☐	☒		
- Worker's Compensation (WCB)	☐	☐	☐	☐	☒		
User Calculations	☒	☒	☐	☐	☐		
	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐		
Benefit Plan Definition Plans, Coverages, Rates, by effective date	☒	☐	☐	☐	☐	Deductions will be calculated by Payroll, but rate tables will be maintained in eP.	
Benefit Contacts	☐	☐	☐	☐	☐		
- Business Contacts (Administrators, Carriers, etc.)	☒	☐	☐	☐	☐		
- Employee Contacts (Dependants and Beneficiaries)	☒	☐	☐	☐	☐		**SBC currently tracks dep/beneficiary info in Payroll - need to decide where this is appropriate for future.**
Benefit Types							
- Health Plans	☒	☐	☒	☐	☐		**They may be implementing additional benefits, e.g. retiree medical plans. Also - they have 401H, 415M and 417 Plans, etc. need to be administered - investigate.**
- Vision	☒	☐	☐	☐	☐		
- Dental Plans	☒	☐	☐	☐	☐		
- Life Insurance Plans	☒	☐	☐	☐	☐		
- Accidental Death & Dismemberment (AD&D)	☒	☐	☐	☐	☐		
- LTD	☒	☐	☐	☐	☐		
- STD	☒	☐	☐	☐	☐		
- Pension Plans	☒	☐	☐	☐	☐	This will be calculated in Payroll as tied to actual earnings.	
- Optional Life Insurance	☒	☐	☐	☐	☐		
- Deferred Comp (USA)	☒	☐	☐	☐	☐		
- Savings Bonds	☐	☐	☐	☐	☒		
- Taxable Benefits	☒	☐	☐	☐	☐		
- Flexible Spending Accounts (health & dependent - US)	☒	☐	☐	☐	☐		
Benefit Schedules What plans employees are entitled to	☒	☐	☐	☐	☐		

Benefit Election Employee selection of benefit plans	☒	❒	❒	❒	❒		
Benefit Enrollment Employee enrollment into selected plans - automatically or manually	☒	❒	❒	❒	❒		
Cafeteria Style Benefits	❒	❒	❒	❒	☒		
See detailed analysis spreadsheets for all plans/coverages available	☒	❒	❒	❒	❒		
Exception Rules for Employees based upon employment status (Leave)	☒	☒	❒	❒	❒		
COBRA - Identify Qualifying Events	☒	❒	❒	❒	❒		**Need to confirm rules in this area and file formats.**
Benefit Reports	☐	☐	☐	☐	☐		
- Employee Benefit Elections	☒	❒	❒	❒	❒		
- Employee Enrollments	☒	❒	❒	❒	❒		
- Employee Benefit Statements	☒	❒	❒	❒	❒		
- Government Retirement Systems (US)	❒	❒	❒	❒	☒		
Integration with Payroll	☐	☐	☐	☐	☐		
- To Payroll: the results of employee, employer and taxable benefit calculations	❒	❒	❒	❒	☒		
- From Payroll: what actually was deducted (if insufficient earnings)	☒	❒	❒	❒	❒		
Benefit Remittance Reports	☒	❒	❒	❒	❒		
Retiree Benefits	❒	❒	☒	❒	❒		
COBRA	☒	❒	☒	❒	❒	Qualifying events only.	Need to determine whether to continue to manage within Payroll, or take this into eP for notification of qualifying events.
	❒	❒	❒	❒	❒		
	❒	❒	❒	❒	❒		
Attendance Policy Definition Plan types, service calculations, entitlement rules, carryover, maximums	☒	❒	❒	❒	❒	SBC will calculate entitlement in their Payroll System, and send the results to eP. eP will pass to SBC's Payroll what leave policy the employee is enrolled in. Leave details will be imported directly from SBC's Time Entry system.	
- see Attendance spreadsheets/document for details of rules	☐	☐	☐	☐	☐		

- Sick Banks	☒	❐	❐	❐	❐	
- Vacation Banks	☒	❐	❐	❐	❐	
- Banked Overtime/Comp Time	☒	❐	❐	❐	❐	
- Floating Holiday Bank	☒	❐	❐	❐	❐	
- Personal	☒	❐	❐	❐	❐	
- Military Leave Bank	☒	❐	❐	❐	❐	
Other Leaves:	❐	❐	❐	❐	❐	
- Bereavement	☒	❐	❐	❐	❐	
- Jury	☒	❐	❐	❐	❐	
- Military	☒	❐	❐	❐	❐	
- Injury Leave (STD/LTD)	☒	❐	❐	❐	❐	
- LWOP	☒	❐	❐	❐	❐	
- Associated and cascading banks	❐	❐	❐	❐	☒	
- Leaves of Absence with or without Pay	☒	❐	❐	❐	❐	
Family Medical Leave Act (FMLA)	☒	❐	❐	❐	❐	12 mth rolling calendar, looking back.
Attendance Policy Enrollment and Policy Schedules	☒	❐	❐	❐	❐	
Planned Leaves	❐	☒	❐	❐	❐	In Phase 2, we will roll out the ability for employees/managers to enter planned leaves through SS.
Payroll Integration	☐	☐	☐	☐	☐	
- To Payroll: Entitlement calculation, planned leaves	❐	☒	❐	❐	☒	No entitlement - determine how to handle planned leaves in Phase 2
- From Payroll: Actual leave time taken	☒	❐	❐	❐	❐	Note - from Time Entry system for detailed leave, with adjustments coming from Payroll.
Leave Accruals	☒	❐	❐	❐	❐	We will load accruals from Payroll.
Absenteeism Tracking	☒	❐	❐	❐	❐	Load from Time entry
Payout on Termination	☒	❐	❐	❐	❐	Load from Payroll.
Define Wages and Salaries						
Salary Ranges - fixed values	☒	❐	❐	❐	❐	
Salary Ranges - calculated						
Automatically derive salary based upon base salary and points allocated	❐	❐	❐	❐	☒	
Wage Scales and Steps	☒	❐	❐	❐	❐	
Wage Progression - anniversary based	☒	❐	❐	❐	❐	
Define Premiums						
Premiums based upon time, wage rate, FTE, constant values	☒	❐	❐	❐	❐	

Salary Surveys	☐	☐	☐	☐	☒		
Personnel Actions (PA) On-line approvals required for updating critical information.	☒	☐	☐	☐	☐		
Performance Reviews Next Review Date, ratings, factors, update employee file through PA process	☒	☐	☐	☐	☐		
Pay for Performance	☒	☐	☐	☐	☐		
Job/Position Evaluation	☐	☒	☒	☐	☐	Not used currently, but want training on what can be done.	
Mass Updates							
- Mass Wage Update	☒	☐	☐	☐	☐		
- Mass Rate Scale Changes	☒	☐	☐	☐	☐		
Teacher Contract Processing ***Separate Module***	☐	☐	☐	☐	☒		
- Teachers	☐	☐	☐	☐	☒		
- Stipends	☐	☐	☐	☐	☒		
- Renewals	☐	☐	☐	☐	☒		
	☐	☐	☐	☐	☐		
Commissioner Stipends	☒	☐	☐	☐	☐		
Performance Bonus'	☒	☐	☐	☐	☐	Pass as premium, with the amount specified by eP.	**Need to decide how to set up - with effdt/expdt or with frequency on the premium. Investigate the maximum rules that need to be applied, by bargaining unit.**
Define Operations Organization Work Divisions, Work Areas, Work Stations	☐	☐	☐	☐	☒		
Define Shifts and Shift Patterns	☒	☐	☒	☐	☐		**Decision necessary.**
Define Work Rules and Policies Time Codes, Premiums, Calendars, Approval Levels	☒	☐	☒	☐	☐		**Decision necessary.**
Define Work Schedules	☒	☐	☒	☐	☐		**Decision necessary.**
- Team Posts	☐	☐	☐	☐	☒		
- Fill Empty vacancies	☐	☐	☐	☐	☒		**Need to decide whether to consider this.**
- Produce weekly schedules Authorized jobs, work restrictions, replacement jobs, vacant jobs, qualified people	☐	☐	☐	☐	☒		
Capture Daily Time	☐	☐	☐	☐	☒		
- Time Batches	☐	☐	☐	☐	☒		
- Clocks and clock	☐	☐	☐	☐	☒		

devices						
Payroll Integration	❐	❐	❐	❐	☒	
- To Payroll: Time and Attendance	❐	❐	❐	❐	☒	
Enter Time Exceptions	❐	❐	❐	❐	☒	
Time/Pay Rules	❐	❐	❐	❐	☒	
- Daily and Weekly Overtime	❐	❐	❐	❐	☒	
- Consecutive Days	❐	❐	❐	❐	☒	
- Stat Holiday	❐	❐	❐	❐	☒	
	❐	❐	❐	❐	❐	
Define Budgets Multiple budget levels (areas), multiple scenarios (plans) that may be consolidated independently	❐	☒	❐	❐	❐	
Define Budgeted Positions (Seats) Includes wages, benefits, headcounts, GL distribution	❐	☒	❐	❐	❐	
"What If" and Forecasted assumptions to be handled	❐	☒	❐	❐	❐	
Budget Amounts created from existing set up and extrapolated	❐	☒	❐	❐	❐	
Load Budget Amounts from an external system	❐	☒	❐	❐	❐	
Budget Reports Graphical and Text reports	❐	☒	❐	❐	❐	
Create file usable by Microsoft Excel for further analysis	❐	☒	❐	❐	❐	
	❐	❐	❐	❐	❐	
	❐	❐	❐	❐	❐	
Define Job Profiles Compensation, Work Environment, Requirements, etc.	☒	☒	❐	❐	❐	**Phase will be determined based on when we do Training/Succession Planning, etc.**
Create Requisitions for Positions and Postings Automatically or manually	❐	❐	❐	❐	✠	
Track Recruiters and recruitment methods	❐	❐	❐	❐	✠	
Define Candidate Profiles Demographics, Qualifications, Experience, References, Education, etc.	❐	☒	✠	❐	❐	**Decision required on how to import from NEOGOV**

Search Candidates based on user-definable criteria	❒	❒	❒	❒	✠
Prepare Assessments Surveys, Interviews, Internal or External, Anonymous or Logged	❒	❒	❒	❒	✠
Assessment Events May be graded and recorded	❒	❒	❒	❒	✠
Review and Rank Applicants	❒	❒	❒	❒	✠
HR Integration	❒	❒	✠	❒	❒
- Hire Applicants	❒	❒	✠	❒	❒
Mailmerge for standard letters	❒	❒	❒	❒	✠
	❒	❒	❒	❒	❒
Complaint tracking	❒	☒	❒	❒	❒
Define grievance process - steps and time frames	❒	☒	❒	❒	❒
Grievance tracking - track employee's through process - warning reports, details on responses, costs	❒	☒	❒	❒	❒
Notes providing details at each step; links to correspondence.	❒	☒	❒	❒	❒
Analysis for problem identification	❒	☒	❒	❒	❒
Define disciplinary action process	❒	☒	❒	❒	❒
Track employees through process, including detailed notes; links to correspondence.	❒	☒	❒	❒	❒
Experience tracking - actual time from PR spent in a position, job, department, etc.	❒	☒	❒	❒	❒
Automatic rate stepping based on actual time spent in a job or position or elapsed time on preset schedule	❒	❒	❒	❒	☒
Seniority reporting - actual time based and elapsed time based	❒	☒	❒	❒	❒
	☐	☐	☐	☐	☐
Define Competence Categories	☒	☒	❒	❒	❒
Prepare Assessments (Tests, Surveys, etc.)	❒	☒	❒	❒	❒
Take Assessments On-line Identify the participant, or take the assessment anonymously	❒	☒	❒	❒	❒

Grade and Rate Assessments	☐	☒	☐	☐	☐		
Establish Development Plans	☒	☒	☐	☐	☐		
- Steps of Development	☒	☒	☐	☐	☐		
- Prerequisites	☒	☒	☐	☐	☐		
- Employee Activities	☒	☒	☐	☐	☐		
Track Employee Development Programs	☒	☒	☐	☐	☐		
- Courses and Assessments	☒	☒	☐	☐	☐		
- Costs	☒	☒	☐	☐	☐		
- Competence Programs	☒	☒	☐	☐	☐		
Track Training Courses Internal and External	☒	☒	☐	☐	☐		
- Costs	☐	☒	☐	☐	☐		
- Requirements and Results	☒	☒	☐	☐	☐		
- Employee Enrollment	☒	☒	☐	☐	☐		
- Class Schedules	☒	☒	☐	☐	☐		
Define Requirements for Jobs, Positions, Postings, etc. Competencies, Training Needs	☒	☒	☐	☐	☐		
	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐		
	☐	☐	☐	☐	☐		
Track medicals and medical history	☐	☐	☒	☐	☐		**Don will investigate whether WC/Risk wants to utilize this system, and/or whether it's worthwhile maintaining all information, including medical info, in one database.**
Track Accident Data - location, costs, employee involved	☐	☐	☒	☐	☐		
Track Injury Data - individual employee(s)	☐	☐	☒	☐	☐		
WC tracking – claim info	☐	☐	☒	☐	☐		
Pre/post employment medicals	☐	☐	☒	☐	☐		
OSHA Reports/Log (300)	☐	☐	☒	☐	☐		
	☐	☐	☐	☐	☐		
Employee:						Consider possibly rolling out limited access - view only, in Phase 1.	
- View My Current Benefits	☐	☒	☐	☐	☐		

- Manage My Other Benefit Options (elections)	❒	☒	❒	❒	❒	
- My Dependents	❒	☒	❒	❒	❒	
- View My Banking Information	❒	☒	❒	❒	❒	
- View My Pay History	❒	☒	❒	❒	❒	
- View online pay stub information	❒	☒	❒	❒	❒	
- View My Assignments	❒	☒	❒	❒	❒	
- Manage My Contacts	❒	☒	❒	❒	❒	
- Manage My Personal Profile	❒	☒	❒	❒	❒	
- SAMPLE Web Search Link	❒	☒	❒	❒	❒	
- View Company Directory	❒	☒	❒	❒	❒	
- View Employee Self Service Manual	❒	☒	❒	❒	❒	
- View Self Service Guide	❒	☒	❒	❒	❒	
- Manage My Self Service PIN	❒	☒	❒	❒	❒	
- View My Change Requests	❒	☒	❒	❒	❒	
- View My Training History	❒	☒	❒	❒	❒	
- SAMPLE Areas of Study	❒	☒	❒	❒	❒	
- Training/Course List (Apply)	❒	☒	❒	❒	❒	
- Enroll for Courses (pending approval)	❒	☒	❒	❒	❒	
Manager:	☐	☐	☐	☐	☐	
- Perform Promotions	❒	☒	❒	❒	❒	
- Perform Terminations	❒	☒	❒	❒	❒	
- Company Directory	❒	☒	❒	❒	❒	
- View Manager Self Service Manual	❒	☒	❒	❒	❒	
- SAMPLE Web Search Link	❒	☒	❒	❒	❒	
- View Self Service Navigation	❒	☒	❒	❒	❒	
- View My Employees	❒	☒	❒	❒	❒	
- View Org Chart	❒	☒	❒	❒	❒	Requires Org Chart program
- Process Change Requests	❒	☒	❒	❒	❒	
- Process Training Requests	❒	☒	❒	❒	❒	
Web Site Administrator	☐	☐	☐	☐	☐	
- View Company Directory	❒	☒	❒	❒	❒	
- View Self Service Navigation Guide	❒	☒	❒	❒	❒	
- Approval Levels	❒	☒	❒	❒	❒	
Web Site Master	☐	☐	☐	☐	☐	
- Manage Site Security: Create, assign, maintain Roles, Security Rights, Field Security, Object Security, Preferences	❒	☒	❒	❒	❒	

for Users,

- Manage Site Configuration: Edit Forms, Functions, Menus, Lexicons, System Messages, Note Types, User Fields	☐	☒	☐	☐	☐
	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐
Candidate (internal):	☐	☐	☐	☐	☒
- Manage My Address	☐	☐	☐	☐	☒
- Manage My Applications	☐	☐	☐	☐	☒
- Manage My Education History	☐	☐	☐	☐	☒
- Manage My Log-in Information	☐	☐	☐	☐	☒
-Manage My Personal Information	☐	☐	☐	☐	☒
- Manage My Profile	☐	☐	☐	☐	☒
- Manage My Qualifications	☐	☐	☐	☐	☒
- My References	☐	☐	☐	☐	☒
- Manage My Work History	☐	☐	☐	☐	☒
- View My Competence History	☐	☐	☐	☐	☒
- Review Assessments	☐	☐	☐	☐	☒
- Search Open Postings	☐	☐	☐	☐	☒
- Apply for Open Postings	☐	☐	☐	☐	☒
- View Available Competencies	☐	☐	☐	☐	☒
Candidate (external):	☐	☐	☐	☐	☒
- Manage My Address	☐	☐	☐	☐	☒
- Manage My Applications	☐	☐	☐	☐	☒
- Manage My Education History	☐	☐	☐	☐	☒
- Manage My Log-in Information	☐	☐	☐	☐	☒
- Manage My Personal Information	☐	☐	☐	☐	☒
- View My Profile	☐	☐	☐	☐	☒
- Manage My Qualifications	☐	☐	☐	☐	☒
- Manage My References	☐	☐	☐	☐	☒
-Manage My Work History	☐	☐	☐	☐	☒
- View My Competence History	☐	☐	☐	☐	☒
- Review Assessments	☐	☐	☐	☐	☒
- Take Scheduled Assessments	☐	☐	☐	☐	☒
- Search Open Postings	☐	☐	☐	☐	☒

- Apply for Open Postings	☐	☐	☐	☐	☒
- View Available Competencies	☐	☐	☐	☐	☒
Recruiter:	☐	☐	☐	☐	☒
- Maintain Candidate Resumes	☐	☐	☐	☐	☒
- View Applications by Candidate	☐	☐	☐	☐	☒
- View Candidate Assessments	☐	☐	☐	☐	☒
- View Candidate Profile	☐	☐	☐	☐	☒
- Maintain Postings	☐	☐	☐	☐	☒
- View Applications by Posting	☐	☐	☐	☐	☒
- View Applicant Competencies by Posting	☐	☐	☐	☐	☒
- Maintain Competencies	☐	☐	☐	☐	☒
- Maintain Job Profiles	☐	☐	☐	☐	☒
- Maintain Recruiters	☐	☐	☐	☐	☒

Employee:	☐	☐	☐	☐	☒
- Manage My Leave Planning	☐	☐	☒	☐	☐
- View My Leave History	☐	☐	☒	☐	☐
- View My Leave Balances	☐	☐	☒	☐	☐
- View My Timesheet History	☐	☐	☐	☐	☒
- View/Key time	☐	☐	☐	☐	☒
-Approve transactions/timesheet	☐	☐	☐	☐	☒
Manager:	☐	☐	☐	☐	☒
- View/Key employee time	☐	☐	☐	☐	☒
- Approve transactions/timesheets	☐	☐	☐	☐	☒
- Approve Batches	☐	☐	☐	☐	☒
- Enter employee leaves	☐	☐	☐	☐	☒
	☐	☐	☐	☐	☒

GUI - Client Server - For Conversion	☒	☐	☐	☐	☐
GUI - Web Browser	☒	☒	☐	☐	☐
Role-based security defined once in the application	☒	☒	☐	☐	☐
- Controls access to the application	☒	☒	☐	☐	☐
- Restricts capabilities within the application	☒	☒	☐	☐	☐
- Restricts access to data from outside the	☒	☒	☐	☐	☐

application					
Field Security may be applied within the application	☒	☒	❒	❒	❒
User Definable programming extensions (User Calcs) Integrated into the data base as native PL/SQL procedures	☒	☒	❒	❒	❒
Conversion utilities included					
Employee master file data (FD) Identities, Employments, Assignments, Contacts.	☒	❒	❒	❒	❒
Common Definitions (FD)	☒	❒	❒	❒	❒
Payroll information (PR) Pay History, Year/Quarter-to-date, Sundry transactions.	❒	❒	☒	❒	❒
Benefit enrollments (BE)	☒	❒	❒	❒	❒
Attendance Information (AT)	☒	❒	❒	❒	❒
Recrulting Information (RE)	❒	❒	❒	❒	☒
	❒	❒	❒	❒	❒
	❒	❒	❒	❒	❒
	❒	❒	❒	❒	❒
	❒	❒	❒	❒	❒
HR - New Hire Interface	❒	❒	☒	❒	❒
PR - Direct Deposit Interface	❒	❒	❒	❒	☒
PR - Accounts Payable Interface File	❒	❒	❒	❒	☒
PR - General Ledger Interface File	❒	❒	❒	❒	☒
PR - Tax Filing - federal	❒	❒	❒	❒	☒
PR - Check Reconciliation	❒	❒	❒	❒	☒
PR - Positive Pay	❒	❒	❒	❒	☒
BE - Bonds	❒	❒	❒	❒	☒
To SBC's Payroll	☒	❒	❒	❒	❒
From SBC's Payroll	☒	❒	❒	❒	❒
From SBC's Time Entry	☒	❒	❒	❒	❒
Online warning/edits	☒	❒	❒	❒	❒
Online form navigation	☒	❒	❒	❒	❒
Updating of values based on other data within the same table.	☒	❒	❒	❒	❒

Stop online update of transactions	☒	❒	❒	❒	❒
Communications (e-mail) to recipients (real-time and batch)	☒	❒	❒	❒	❒
Reminders of uncompleted actions	☒	❒	❒	❒	❒
Tables that trigger WorkFlow					
- Approval Logs (ALL)	☒	❒	❒	❒	❒
- Identities (FD)	☒	❒	❒	❒	❒
- Personals (FD)	☒	❒	❒	❒	❒
- Employments (FD)	☒	❒	❒	❒	❒
- Assignment (FD)	☒	❒	❒	❒	❒
- Assignment Details (FD)	☒	❒	❒	❒	❒
- Payrules - US and Cdn (PR)	❒	❒	☒	❒	❒
- Payment Methods	❒	❒	☒	❒	❒
- Assessment Events (RE/TD)	☒	❒	❒	❒	❒
- Candidates (RE/TD)	❒	❒	☒	❒	❒
- Recruitment Postings (RE)	❒	❒	☒	❒	❒
- Assessment Questions & Responses (RE)	❒	❒	❒	❒	☒
- Applications (RE)	❒	❒	❒	❒	☒
- Personnel Actions (SA)	☒	❒	❒	❒	❒
- Class Registrations (TD)	☒	☒	❒	❒	❒
- Incidents (SH)	❒	❒	☒	❒	❒
- Leave Lines (AT)	☒	❒	❒	❒	❒
- Work Restrictions (TS)	❒	❒	☒	❒	❒
- Time Exceptions (TMSS/TS)	❒	❒	❒	❒	☒
- Time Sheets (TMSS)	❒	❒	❒	❒	☒
- Approval Records (SS)	☒	☒	❒	❒	❒
- Requests (SS)	☒	☒	❒	❒	❒
- Benefit Elections (BE)	☒	❒	❒	❒	❒
- Disciplinary Activities (LR)	❒	☒	❒	❒	❒
- Disciplinary Issues (LR)	❒	☒	❒	❒	❒
- Clock Entries (TCE)	❒	❒	❒	❒	☒
- Qualifications (ICPQ)	☒	☒	❒	❒	❒

Agreement No. 3771

SOFTWARE ESCROW AGREEMENT

Multi User Plan

Between:

Lincoln-Parry Associates Inc.
1262 Don Mills Road, Suite 17
Don Mills, Ontario. M3B 2W7
(called the Trustee)

- and -

High Line Corporation
8920 Woodbine Avenue, Suite 402
Markham, Ontario L3R 9W9
(called the Licensor)

WHEREAS the Licensor carries on the business of licensing computer software and is desirous of making available severally to certain of its customers, each herein called the Licensee the benefits contemplated by this agreement, and;

WHEREAS the Licensor has granted or shall grant to the Licensee the right to use certain computer programs in object form and has agreed or shall agree to support the programs but wishes to maintain their confidentiality as trade secrets, and;

WHEREAS the Licensee is desirous of being assured that the source code, documentation and related materials for such programs will be made available to it for the purposes of self support if certain events named herein occur;

THEREFORE the parties agree as follows:

1. ESCROW MATERIALS

The computer programs to which this agreement applies are those named in the List of Escrow Programs. A program shall consist of the source code magnetically or optically stored, and such supporting documentation and related materials that are necessary to allow a reasonably competent programmer to maintain and modify such programs. The programs shall be collectively referred to herein as the Software.

2. BENEFICIARIES

All Licensees of the Software shall separately become a beneficiary hereunder upon the filing by the Licensor with the Trustee of a notification in the form described in Schedule C and shall have full standing under this agreement as though signed by each of the Licensees.

3. DELIVERY AND CERTIFICATION

The following procedure shall be adopted for the presentation and certification of the Software into escrow.

(a) Within 10 days after the signing of this agreement by both parties, the Trustee shall supply to the Licensor a container having internal dimensions of 12" X 12" X 12" which is capable of being sealed and in which the Software shall be stored.

(b) The Licensor shall thereupon deposit the Software into the said container, identifying it by name and release number, and shall certify as to the authenticity of the contents in the sealed container on the form supplied by the Trustee.

(c) The Licensor shall seal the container and shall deliver it to the Trustee to hold in accordance with the terms of this agreement.

(d) The Licensor will likewise deposit new releases into escrow, and the Trustee shall retain the latest such deposits and shall return earlier deposits to the Licensor.

(e) The Trustee shall hold the container in its sealed state and shall not open, cause or permit it to be opened under any circumstances whatsoever except as may be permitted under this agreement.

4. EVENTS CAUSING RELEASE

The Software shall be held in escrow by the Trustee until the earliest of the following events:

(a) A cessation of the use of the Software by the Licensee and the termination or expiry of its program license agreement with the Licensor, ~~or the termination or expiry caused or permitted by the Licensee of the Software maintenance and support services portion of the said program license agreement.~~

~~(b) A termination of this agreement by consent of the Licensor and Licensee, or the Licensee alone.~~

(c) The occurrence of any of the following events, and provided that the Licensor has not made suitable alternate arrangements for the maintenance of the Software:

(1) A petition or assignment in bankruptcy, or an assignment for the benefit of creditors of the Licensor;

(2) A cessation of normal business operations by the Licensor during the term of this agreement;

(3) A failure or refusal by the Licensor to provide the Software maintenance and support services required of it under its program license agreement with the Licensee, which failure has been preceded by a notice in writing to the Licensor that its continued default would cause the Licensee to invoke its rights under this agreement fifteen (15) days after the date of the said notice;

(4) A determination under paragraph 8 that the contents of any container held in escrow are not as certified by the Licensor.

5. RETURN TO LICENSOR

The Trustee shall deliver the Software back to the Licensor if any of the events named in paragraph 4(a) or 4(b) occurs before any of the events named in paragraph 4(c), provided that a Termination Notice in the form set out in Schedule A and signed by the Licensor and the Licensee has been delivered to the Trustee along with the balance of any fees and charges that are due, and further provided that no other Licensee is a beneficiary under this agreement at the time.

6. RETURN TO LICENSEE

The Trustee shall deliver a copy of the Software to the Licensee if any of the events named in paragraph 4(c) occur before any of the events named in paragraphs 4(a) or 4(b), provided that the procedure set out below has been followed and the conditions met.

(a) The Licensee has delivered to the Trustee a written request for the release of the Software, accompanied by a sworn affidavit in a form satisfactory to the Trustee from a senior officer of the Licensee stating the particulars of the reasons for its request.

(b) A copy of the request and affidavit have been delivered to the Licensor, and the Licensor has received at least the notice period named in paragraph 4(c)(3).

(c) No dispute in writing has been received from the Licensor by the Trustee within ten (10) days of the Licensor's receipt of the Licensee's request and affidavit.

(d) The Licensee has signed a non disclosure covenant in the form set out in Schedule B and delivered it to the Trustee.

(e) All outstanding charges under this agreement have been paid to the Trustee, and the Licensee has paid copying and delivering costs incurred by the Trustee.

7. DISPUTES AND ARBITRATION

If the Licensor enters a dispute as contemplated by paragraph 6(c) then the procedure set out below shall be followed before the Software is delivered to the Licensee.

(a) The Licensor and Licensee shall within five (5) days after the entering of a dispute name an arbitrator to decide whether the Licensee is entitled to receive the Software. If they are unable to agree upon the selection of an arbitrator then the Trustee shall make the said selection.

(b) The arbitration shall otherwise be conducted in accordance with the Arbitration Rules of the International Chamber of Commerce and the Trustee shall immediately upon the expiry of any appeal period carry out the decision of the arbitration.

8. VERIFICATION PROCEDURE

In order to verify the authenticity of the contents of any container deposited by the Licensor and being held in escrow the Licensee may at any time call for its inspection in the manner and subject to the conditions below.

(a) The Licensee shall notify the Licensor and the Trustee in writing of its demand to inspect the contents of a container, and such notification shall be made at least 30 days in advance of the date appointed for such inspection.

(b) The Trustee shall appoint the location for such inspection.

(c) The Trustee shall attend at the appointed time and place and shall thereat produce the sealed container in question.

(d) The contents of the container shall be removed and inspected by the Licensee and a determination made as to whether they are as purported by the Licensor on its certificate.

(e) If the contents are determined to be as purported, they will be resealed and returned to the Trustee to continue to hold in escrow. The Licensee shall pay all costs associated with the inspection, including machine time, operating personnel, travel, food, lodging and a reasonable per diem fee for the attendance of all the parties attending at the inspection.

(f) If the contents of the container are determined not to be as purported, then a copy of the contents shall be made and delivered to the Licensee provided that the Licensee has first signed a non disclosure form as set out in Schedule C. The Licensor shall pay all of the costs named in sub paragraph (e) and shall also forthwith deliver to the Licensee a copy of the authentic software as purported on the Licensor's certification, and shall also deliver a copy of the same to the Trustee who shall offer all beneficiaries under this agreement a copy of the authentic Software in accordance with the procedure described in paragraph 6.

9. DUTIES OF TRUSTEE

(a) The Trustee shall store the sealed containers in a safe and secure location of its own choosing.

(b) The Licensor may direct the Trustee to store the sealed containers in a location selected by the Licensor, in which event the Trustee shall comply with such direction provided that access to the location is under the Trustee's control and that any additional costs incurred by the Trustee in using the site are paid by the Licensor.

(c) The Licensor represents that Software does not require any storage conditions other than office environment conditions.

(d) The Trustee shall exercise reasonable judgment in the handling of the Software in the event of a dispute and shall not be liable to either party except for grossly or deliberately negligent conduct.

10. FEES, CHARGES AND TERM

The Licensor shall pay to the Trustee the following fees and charges:

(a) An annual fee of $675.00 payable upon execution by the Licensor of this Agreement and on each anniversary date thereafter for the next four years, being an initial term of five years, all of which annual fee payments shall become due and payable immediately if this agreement is terminated before the end of the initial term.

(b) This agreement shall continue after the initial term on a yearly basis unless terminated by either party.

(c) A fee of $75.00 per container per year or part year for each container in excess of one being held by the Trustee at any given time payable on the anniversary date of this agreement.

(d) A charge respecting all expenses incurred by the Trustee for media, copying, shipping, delivery, and special storage requested by the Licensor payable on receipt of account.

~~(e) The annual fee in subparagraph (a) may be increased by no more than nine per cent per year commencing in the third year of the term of this agreement.~~

(f) The term of this agreement shall continue so long as any beneficiary has rights under it.

11. DEFAULT IN PAYMENT

If the Licensor fails to pay any fee or charge on its due date, then the Trustee may, after giving the Licensor ninety (90) days prior written notice to make such payment, terminate this agreement and offer copies of the Software to all beneficiaries provided that the prescribed form of non disclosure agreements have been signed. In addition, the Trustee may after having obtained a judgment which remains unsatisfied for a period of ninety (90) days offer the Software for sale at public auction. The remedies above do not exclude any other remedies that are otherwise available to the Trustee.

12. INSPECTION

For the purpose of insuring that any sealed container delivered to and held by the Trustee under this agreement remains in a sealed state, either the Licensor or the Licensee may at any time demand to inspect such container at the offices of the Trustee, and the Trustee shall produce such container on a timely basis for inspection.

13. NOTICES

Any notice required to be given in writing under this agreement shall be given by prepaid first class post to the respective addresses above first mentioned or to such other addresses as the parties may from time to time direct.

14. TITLE

Title to the Software shall remain in the Licensor either in its own right or as agent for the owner. The Trustee shall have title to the physical storage medium but not to the Software residing on it.

15. GOVERNING LAW

The laws of the Province of Ontario shall govern this agreement.

16. ENUREMENT

This agreement replaces the agreement bearing No. 3771 dated December 10, 1986 between the Licensor and the Licensee and shall be binding upon and enure to the benefit of parties and the beneficiaries named by the Licensor and the assignees of each of them.

IN WITNESS WHEREOF the parties have by their representatives so authorized executed this agreement to go into force on December 10, 1993.

Lincoln-Parry Associates Inc.

By [signature]

Title VP General Counsel

Date Dec 10/93

High Line Corporation

By [signature]

Title HIGH LINE CORPORATION

Date December 10, 1993

LIST OF ESCROW PROGRAMS

Program Name	Description	Release No.
Record Keeping		
Payroll		
Benefit Administration		
Salary Administration		
Manpower Planning		
Position Control		
Labour Relations		
OSHA		
Attendance		
Career Planning		
Recruiting		

* and such other programs as the Licensor may add from time to time.

* The Licensor shall deposit updates if any to the Software above listed not less frequently than annually, and such updates shall be considered as included in the Software.

SCHEDULE A - TERMINATION NOTICE

TO: Lincoln-Parry Associates Inc.
Software Trustees
1262 Don Mills Road
Suite 17
Don Mills, Ontario.
M3B 2W7

Date:

TAKE NOTICE THAT the Licensor and the Licensee being parties to a Software Escrow Agreement bearing No. and date do hereby terminate the said agreement as of the date of this notice and direct you to deliver the Software thereunder held by you to the Licensor forthwith.

Licensor

Licensee

SCHEDULE B - NON DISCLOSURE COVENANT

TO: Date:

(Licensor)

WHEREAS the Licensor and the Licensee are parties to a Software Escrow Agreement bearing No. and date pursuant to which the Software therein shall be released to the Licensee by the Trustee, and;

WHEREAS a prior condition of such release is set out in paragraph 6(d) of the said agreement, namely that the Licensee must first execute this form of non disclosure covenant and deliver it to the Trustee;

THEREFORE the Licensee covenants as follows for the benefit of the Licensor:

1. To hold the Software in the strictest of confidence, recognizing that it is a valuable trade secret of the Licensor and that its improper disclosure will cause substantial and irreparable injury to the Licensor.

2. To restrict the use of the Software solely and exclusively for the purpose of supporting the Licensee's own installation or the installations of sublicensees if the the Licensee is an authorized VAR or OEM of the Software, and for no other purpose whatsoever.

3. To restrict disclosure of the Software or any part thereof to only those of the Licensee's employees or agents who have a bona fide need to know, and who have received written notice of the confidential nature of the Software and have agreed to abide by these restrictions.

4. Other than for back up, not to make any copy, derivation, translation or imitation of the Software, or to use any of its algorithms, designs or architecture in producing another program.

5. To fully observe and perform all other obligations which may bind the Licensee under any other agreement which exist between it and the Licensor.

____
Licensee

SCHEDULE C - NOTIFICATION

Date:

TO: Lincoln-Parry Associates Inc.
1262 Don Mills Road, Suite 17
Don Mills, Ontario.
M3B 2W7

BE INFORMED THAT

Name ____ (Licensee)

Address ____

____

has become a licensed user of the Software described or otherwise included in Software Escrow Agreement No. and bearing date between you and (Licensor) and as such becomes entitled to the rights of a beneficiary thereunder with the filing of this Notification, as its interests may appear under valid license agreements in force at such time as those rights are exercised.

____
Licensor

LINCOLN-PARRY

SoftEscrow

November 7, 2002

Ms. Jackie Johnstone
High Line Corporation
145 Renfrew Drive
Suite 210
Markham, Ontario
L3R 9R6

Dear Jackie:

Re: Escrow Agreement No. 3771
Multi User Plan
Address Amendment

This is to confirm that we have received from High Line Corporation as required under Section 13 notifying us that current mailing address is as follows:

145 Renfrew Drive
Suite ~~402~~ 210
Markham, Ontario
L3R 9R6

which we have duly noted in our records.

We look forward to continuing to serve. You are invited to contact us if we can assist further.

Yours very truly,

Jacqui McGuire

Jacqui McGuire
Receiving Officer

400 Inverness Drive, Suite 200 Englewood, CO 80112
300 Earl Grey Drive, Suite 473, Kanata, ON K2T 1C1 Canada
5925 Airport Road, Suite 200, Toronto, ON L4V 1W1 Canada

Denver 303 595 0065 Toronto 905 405 6305 Ottawa 613 839 1212

www.softescrow.com mailto:desk@softescrow.com

recd 7/27/06

LINCOLN-PARRY

SoftEscrow

July 11, 2006

High Line Corporation
145 Renfew Drive
Suite 402
Markham, Ontario
L3R 9R6

Attention: CONTACT ADMINISTRATOR – ACCOUNTING DEPARTMENT

Re: Software Escrow Agreement No. 3771
Dated December 10, 1993
Multi User Plan

SCHEDULE D

CHANGE OF ADDRESS NOTIFICATION

Pursuant to Section 13 Notices under the above cited software escrow agreement we provide as required this written notification of changes to our mailing and payment remit to address.

ESCROW AGENT:
LINCOLN-PARRY ASSOCIATES, INC

Mailing and Delivery:
Lincoln-Parry Associates, Inc.
The Windmill Center
114-105 Schneider Road
Ottawa (Kanata), Ontario K2K 1Y3

Payment remit to:
Lincoln-Parry Associates, Inc.
Accounts Department
P.O.Box 122
Owen Sound, Ontario N4K 5P1

Contact Numbers and Web Address:
Toll North America: 1.888.771.2042
Outside North America Tel +1 (613)842.8912 Fax +1 (613)839.1362
Email: desk@softescrow.com www.softescrow.com

We look forward to continuing to serve.
Thank you,
Lincoln-Parry Client Services Department

3771 MUP

LINCOLN-PARRY Since 1974

SoftEscrow

NOTICE CONFIRMING RECEIPT OF ESCROW MATERIALS

TO:	Highline Corporation	ATTN:	Jackie Johnstone
DATE:	December 21, 2006	FAX:	905-940-8770
PAGES: 1 (including this page)		COPY:	

Re: Software Escrow Agreement No. 3771
Multi User Plan
Dated December 10, 1986
Notice of Confirmation of Receipt of Escrow Materials

This is to confirm that we have received delivery of Container No. 3771.14 in connection with the above captioned escrow agreement. The contents of the said container is certified in writing by a representative of High Line Corporation attesting to the contents sealed in Container No. 3771.14 are those referred to in Software Escrow Agreement No. 3771 and described below

Product Description	Version
ePERSONALITY (eP)	4.02.10 (Official v4.02) 4.02.15, 4.02.21 (all requires P2K2000 v3.05.03A)

The said container is now lodged with us under escrow for the benefit of the parties all in accordance with the terms of the above cited agreement.

Yours very truly,
Lincoln-Parry SoftEscrow

K. Narraway
Kerry Narraway
Client Services

North America 1.888.771.2042
www.softescrow.com
desk@softescrow.com
400-9800 Mount Pyramid Court, Meridian Center Englewood, CO 80112
114-105 Schneider Road, The Windmill Business Center Ottawa (Kanata), Ontario K2K 1Y3
Tel: +1 (613) 842.8912 Fax: +1(613).839.1362

db

High Line Corporation
145 Renfrew Drive
Suite 210
Markham, Ontario
L3R 9R6

ePERSONALITY -- Container 3771.14

LIST OF PRODUCTS/PROGRAMS

HIGH LINE CORPORATION

LIST OF PRODUCT PROGRAMS

Source code dated December 14, 2006

LIST IN CUSTODY OF ESCROW AGENT

Software Application Program Modules:- Source Code

Product Application: ePERSONALITY (eP)
RELEASE # 4.02.10 (Official v4.02), 4.02.15, 4.02.21 Dated December 14, 2006
Requires PERSONALITY2000 v3.05.03A

FOUNDATION
PAYROLL
BENEFIT ADMINISTRATION
SALARY ADMINISTRATION
ATTENDANCE
FORECASTING & COSTING
LABOR RELATIONS
SAFETY & HEALTH
TRAINING & DEVELOPMENT
RECRUITING
TIME SCHEDULING
CONTRACT PROCESSING
WORKFLOW
EE/MGR. SELF-SERVICE
RECRUITING SELF-SERVICE
TIME MANAGEMENT SELF-SERVICE

LINCOLN-PARRY Since 1974
SoftEscrow

NOTICE CONFIRMING RECEIPT OF ESCROW MATERIALS

TO:	Highline Corporation	ATTN:	Jackie Johnstone
DATE:	December 21, 2006	FAX:	905-940-8770
PAGES: 1 (including this page)		COPY:	

Re: Software Escrow Agreement No. 3771
Multi User Plan
Dated December 10, 1986
Notice of Confirmation of Receipt of Escrow Materials

This is to confirm that we have received delivery of Container No. 3771.13 in connection with the above captioned escrow agreement. The contents of the said container is certified in writing by a representative of High Line Corporation attesting to the contents sealed in Container No. 3771.13 are those referred to in Software Escrow Agreement No. 3771 and described below

Product Description	Version
PERSONALITY2000 (P2K)	**3.05.03 & 3.05.03A**

The said container is now lodged with us under escrow for the benefit of the parties all in accordance with the terms of the above cited agreement.

Yours very truly,
Lincoln-Parry SoftEscrow

K. Narraway
Kerry Narraway
Client Services

North America 1.888.771.2042
www.softescrow.com
desk@softescrow.com
400-9800 Mount Pyramid Court, Meridian Center Englewood, CO 80112
114-105 Schneider Road, The Windmill Business Center Ottawa (Kanata), Ontario K2K 1Y3
Tel: +1 (613) 842.8912 Fax: +1(613).839.1362

db

High Line Corporation
145 Renfrew Drive
Suite 210
Markham, Ontario
L3R 9R6

PERSONALITY2000 -- Container 3771.13

LIST OF PRODUCTS/PROGRAMS

HIGH LINE CORPORATION

LIST OF PRODUCT PROGRAMS

Source Code dated December 14, 2006

LIST IN CUSTODY OF ESCROW AGENT

Software Application Program Modules:- Source Code

Product Application: PERSONALITY 2000 (P2K)
RELEASE # 3.05.03 & 3.05.03A Dated December 14, 2006

FOUNDATION
PAYROLL
BENEFIT ADMINISTRATION
SALARY ADMINISTRATION
ATTENDANCE
FORECASTING & COSTING
LABOR RELATIONS
SAFETY & HEALTH
TRAINING & DEVELOPMENT
RECRUITING
TIME SCHEDULING
CONTRACT PROCESSING
WORKFLOW
RETIREMENT

EXHIBIT L

Response to Request for Proposal

for a

Human Resource Management System

for

General Services Dept.
Purchasing Div.
105 E. Anapamu St. Rm 304
Santa Barbara, CA 93101

Submitted: March 2, 2007

Contact: Shannon Miller, V.P. Sales
High Line Corporation
823 Alvarado Road
Berkeley, CA 94705
(510) 649-1947 office
smiller@highlinecorp.com

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TABLE OF CONTENTS

1. Executive Summary

High Line Corporation is pleased to respond to Santa Barbara County's (SBC) need for a Human Resource Management System, with a solution based on our integrated Human Resources, Payroll and Time & Attendance System – Personality.

We believe we can make a significant contribution to SBC by providing you with the product and services you need to meet your current and future information requirements.

Strengths of Our Solution

High Line's value proposition to SBC is as follows:

- High Line's software was designed as an 'integrated' Human Resources, Payroll and Time & Attendance solution eliminating the duplication of effort, data redundancy and need for synchronization that is inherent in interfaced/bolt on systems. SBC will have the benefit of real-time validation against up to date information, ensuring that rules are applied accurately and managers have the most current information upon which to base decisions. If SBC wishes to interface with a legacy payroll system, High Line provides you with features to create an interface, mapped to this system's requirements with the standard system. It is also possible to implement with an interfaced solution initially, migrating to an integrated system in a future phase.
- High Line's philosophy is that clients should not have to create custom systems to address their needs. Working with our clients, over 50% of which are in the Public Sector (including a number of CA-based municipalities) we have enhanced the standard system to include the features you require. This will reduce the overall implementation time frame, and at the same time ensure that future releases are easy to install, as no custom programming is required.
- High Line's Employee and Manager Self-Service features provide clients with the ability to allow employees and managers access to the information they require. The system allows clients to distribute responsibility for entering and approving changes to employee information, allowing SBC to move towards paperless systems. The result will be a substantial improvement in the efficiency and effectiveness or your processes.
- Our event-based workflow features allow clients to improve their business practices, automating correspondence between internal and external parties, e.g. employees, managers, HR and Payroll users, as well as third party vendors.
- High Line prides itself on our reputation for providing 'personalized' service. Our clients will attest to the fact that we meet and exceed their expectations from a service standpoint, and that the 'personalized' nature of the support is a key benefit of working with a smaller company.
- Our considerable experience implementing in the similar environments ensures that we bring to the table a 'Best Practices' approach for SBC's implementation. This is your opportunity to improve the efficiency and effectiveness of the manner in which current processes are handled, and it is very helpful to have our guidance based on successful implementations in similar environments.

Our Philosophy

At the heart of the system design is the belief that *"the system should do most of the work according to each client's rules without custom programming"*. A high degree of intelligence has been incorporated in the system, to allow complex processes to be performed simply and according to the client's specifications. Our solution was built with the following design objectives in mind - ease of use, informative, functional, flexible, effective, auditable, reliable, secure, modular and integrated.

Based on our experience providing solutions to clients in similar environments, we feel comfortable in stating that the majority of your needs will be addressed with the standard system. If additional requirements are identified, we will work with you to develop an enhancement to our product, that is fully supported in future releases.

The Products We Offer

High Line's Personality product is a highly modular, integrated Human Resource, Payroll and Time and Attendance System that is ideally suited to handle the complex requirements of organizations in all business sectors across North America. By focusing on Human Resources and Payroll business functions, we are able to specialize in the functionality and features unique to this area, and provide you with a stronger, more comprehensive solution.

We were approached by Gartner to participate in their HRMS Vendor Evaluation Study, and are very proud of the results as they determined that High Line's product is the most functional HRMS solution in North America. We have included an Executive Summary from this report in Appendix I.

The Personality product line was first introduced to the market in 1986. This product had evolved from two prior generations of payroll/personnel solutions. Personality itself has been totally reengineered twice since to keep up with technological changes and we continued to invest in the product line. Through our extensive experience providing Human Resource and Payroll software and from client input, we have enhanced our product so that clients receive a very comprehensive solution with functionality that meets or exceeds that of our competition, within the standard package.

Personality is sophisticated, powerful and flexible, yet easy to use and understand. Users can maintain vast amounts of data in a highly secured manner. You decide how long you wish to retain your information. Our innovative *effective date processing capability* lets you handle date sensitive information whenever you wish with no special procedures to separate past, current and future.

The flexibility provided through Personality's extensive tables, high level definitions and powerful user calculation language enables you to tailor the system to your needs in a manner that retains the package integrity and stability. Since Personality is so modular, you may purchase just the components you need and yet still operate in a totally integrated manner.

Employee and Manager Self-Service features provide our clients with the ability to distribute the responsibility for entering employee related information, while retaining control of the information. The Self-Service features are fully integrated with the Personality electronic Personnel Action Forms and multi-level approval facilities. Workflow features provide clients with the ability to maximize effectiveness and efficiencies in their organization, automating the flow of work through pre-defined procedures. Emails and other messages can be triggered automatically when certain events occur.

Our Open Standards provide you with the ability to interface/integrate easily with other systems used within your organization. We allow you to track all information related to your people in one system and talk to other systems where appropriate, with one point of entry and no duplication of effort.

Our Willingness To Be Your Partner

Our experience has shown that this type of system is implemented most effectively when the client and the software vendor work together as a team. We will assist you with all phases of the project from implementation planning, pilot system setup, production testing, training, live cutover and ongoing system administration and business processing. Our highly trained service personnel are available at our offices, on-site, by phone or email to provide project management, implementation assistance, consulting, training, conversion assistance and full ongoing services and support.

We pride ourselves in providing an extra level of service to our clients with personal attention to their needs. Servicing clients and providing cost effective, leading edge Human Resource, Payroll and Time & Attendance solutions is where we make a difference. Our references will attest to this fact. We are proud of our track record as measured by the success of the clients we serve.

In this response to your Request for Proposal we have tried to provide you with the information you want to consider in your decision process. Please contact us if there are any items that require further clarification or if any essential item has not been addressed.

In summary, we have the experience, people and products to make us a capable partner to provide you with the Human Resource Management System you require. We want you to be part of our future.

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2. HIGH LINE BACKGROUND

High Line Corporation is a privately owned company. Our business objective is to provide comprehensive Human Resource and Payroll application software and support services to public and private business sectors across North America.

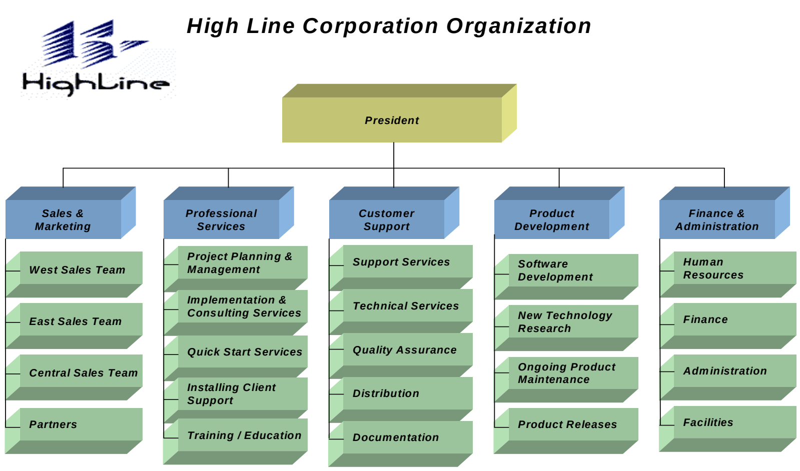
Incorporated in 1974, we introduced our first packaged software solutions in 1978. The first version of Personality was released in the mid 1980's.

High Line has approximately 125 clients in the government, education and business sectors ranging in size from 200 to over 50,000 employees. Working with our clients, we have enhanced the Standard System to include features that address your unique requirements.

Underlying every High Line application software system is our commitment to provide our clients with the opportunity to expand and to take advantage of changing technologies. We feel that if we can provide clients with the functionality to address their requirements 'out of the box', leading edge technology, and exceptional support, we will ensure life-time partnerships.

High Line Corporation has approximately 50 employees, structured into five major business units for management and reporting purposes, under the direction of our President, Karl Niemuller. There is a considerable amount of collaboration between the business units for most business functions and ALL business units have responsibility for "client satisfaction".

Each business unit assumes Financial, Customer, Process and People responsibilities. All activities of the business units are guided by a clearly stated set of strategic business objectives established during the annual company planning sessions and monitored in monthly and quarterly management meetings.



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3. Response to Specific Requirements

General and System Administration Requirements

Requirements		Yes	Yes w/mod	No	Comments/Notes
3.1. System tools					
3.1.1.	Create user-defined data elements including tables and views, as well as adding fields to existing tables (table alters)	☒	☐	☐	
3.1.2.	Create on-line menus and screens to support user-defined data elements	☒	☐	☐	
3.1.3.	Add user-defined fields to existing screens and remove fields that are not of use	☒	☐	☐	Fields are set to 'no view' with field security.
3.1.4.	Modify field types and field names where appropriate and where not impacting post input processing or standard reports	☒	☐	☐	
3.1.5.	Generate reports that can access user-defined data	☒	☐	☐	Users can access user defined fields with the ad hoc reporting tools provided with our system.
3.1.6.	Track and report on data elements that have been customized as an aid in patches, upgrades, and new releases	☒	☐	☐	Clients do not need to 'customize' our solution – unique requirements are addressed with configurations.
3.1.7.	Easily modify standard reports delivered with system	☒	☐	☐	The standard reports provide clients with the ability to specify the selection and sort criteria, point in time and/or range in time selected. Where appropriate we also provide the ability to specify the amount of detail a user wishes displayed, or summary only. The ad hoc reporting tool should be utilized to generate any additional reports required, and it allows users to easily modify the information on a report.
3.1.8.	Generate custom reports through a report writer	☒	☐	☐	
3.1.9.	Distribute reports from the report writer via email without having to download to another program or reformat	☒	☐	☐	
3.1.10.	Schedule and run reports, as well as data feeds to third party vendors, in off hours and provide confirmation to system administrator	☒	☐	☐	

Requirements	Yes	Yes w/mod	No	Comments/Notes
3.1.11. Save report/query data to Microsoft Excel, Word, or Access with data type and formatting intact (i.e. Date fields are date format, not text)	☒	☐	☐	The ad hoc reporting tool allows clients to save into industry standard formats including .xls, .doc, .txt, .csv, etc.
3.1.12. Support an on-line query facility based on standard SQL scripts	☒	☐	☐	There are on-line query features provided with the standard system. Clients can also use Discoverer to generate queries, if required.
3.1.13. Access system on-line while performing batch reporting function	☒	☐	☐	
3.1.14. Define data element edits and error messages	☒	☐	☐	There are standard validations/edits for pre-defined fields. Clients can also define the edits for user defined fields. Additional error messages can be generated with a workflow configuration.
3.1.15. Link fields and screens	☒	☐	☐	
3.1.16. Access application securely from remote sites	☒	☐	☐	
3.1.17. Mass update capability	☒	☐	☐	
3.1.18. Produce audit reports that are time/date stamped and provide user id	☒	☐	☐	
3.1.19. Provide reports that identify unauthorized user attempts and concurrent user sign on attempts	☐	☒	☐	There may be reports that can be generated by the database to address this.
3.1.20. Modify existing screens or add new screens	☒	☐	☐	
3.1.21. System is table-driven	☒	☐	☐	
3.1.22. Define workflow and customize workflow for individual operators	☒	☐	☐	

3.1.23. What mechanism will be used to import/export data?

Response:

High Line's Personality applications were designed as a fully integrated, web-based Human Resources, Payroll and Time & Attendance solution. In selecting a Best of Breed strategy with our product, High Line recognized the need to ensure that clients can easily integrate/interface with external products, and to this end we have provided tools to assist with this process, including XML interfaces, configurable features to import and export data to/from external systems, triggers to allow clients to link directly to tables in external applications, standard programs that create files in the formats required to address legislated and other industry standard requirements (e.g. ACH, US Savings Bonds, Benefit Carriers, etc.). We have established standards for all future integration/interface functionality that is included in the system, utilizing web-services and XML standards, where appropriate.

3.1.24. How many user-defined custom fields does your system provide? Is there field-level security and would it apply to user-defined fields? Are you able to restrict access to user-defined fields to specific departments?

Response:
There is no limit to the number of user defined fields that can be configured, and field security can be applied to these fields by user, role, etc., addressing your requirement to restrict access by department. User defined field configurations are part of the standard system, and therefore fully respected when new releases are installed, as well as being available for reporting purposes.

Requirements	Yes	Yes w/mod	No	Comments/Notes
3.2. Security				
3.2.1. Utilize defined internet/intranet firewall standards with data encryption	☒	☐	☐	
3.2.2. Allow security definition by function, screen and field value and organization level, both on-line and in batch	☒	☐	☐	
3.2.3. Differentiate between inquiry and update capability	☒	☐	☐	
3.2.4. Provide menu-level and field-level security	☒	☐	☐	
3.2.5. Provide ability to lockout records	☒	☐	☐	
3.2.6. Run security reports for inactive users	☒	☐	☐	This could be addressed with the ad hoc reporting tool.
3.2.7. Ability to track log-in history	☒	☐	☐	
3.2.8. Ability to track unauthorized log-in attempts	☐	☒	☐	
3.2.9. Run security reports of user capabilities by function	☒	☐	☐	
3.2.10. Provide supervisory access for transaction corrections	☒	☐	☐	
3.2.11. Provide "key verify" fields (verify and release for duel control)	☐	☐	☐	Mercer advised that this question is not applicable to this RFP.
3.2.12. Ability to support "two factor" authentication mechanisms?	☐	☐	☐	
3.2.13. Can automatically generate new password based on personal questions if user forgets	☒	☐	☐	If a user forgets their password they can indicated this and the system will prompt them for key information, e.g. first name, last name and email address. If this matches the information on file they will be emailed a new temporary password

Requirements	Yes	Yes w/mod	No	Comments/Notes
				(automatically generated by the system), and instructed to reset their password the next time they sign on.

3.2.14. If data is hosted locally (hosted by the County), please describe your data security features including encryption methods.

Response:
Please refer to Section 5.7 where we have provided details on the security features provided with the system. Access to information is controlled by rules configured associated with the user accessing the system (or roles they are assigned to). This allows controls on the group of people they have access to, the screens they can go to and down to a field level, whether they can see the value in a field and if they can change it. If they change it, controls can be configured whether approvals are necessary before the information actually updates the masterfile.

Password encryption is based on the Java Cryptography Architecture and the Java Cryptography Extension (JCE) which comes standard with Java 5. The SHA-1 hashing algorithm is used. The following are the key features of the approach utilized:

- Highly secure encryption techniques are used, with no ability to de-encrypt
- System will automatically shut down a session after a configurable number of unsuccessful login attempts
- An IP Address is locked out for a configurable time frame after a configurable number of unsuccessful login attempts
- Option to lock out users who have had more than “x” failed login attempts since their last successful login; an administrator must reset their password to reactivate them
- Supports more complicated passwords
  - ability to force codes to be a minimum length
  - ability to force the use of at least one numeric digit
  - ability to force at least one punctuation character
  - case sensitive
- Ability to force password changes after a specified number of days
- Option to force a new password to be different from the previous ‘n’ passwords
- Option to lock out users who do not sign in and change their password within a specified number of days; an administrator must reset their password to reactivate them
- Ability to force users to change their password on their next login
- Users will be notified by email whenever their password is changed, if they have an email address (NOT using work flow)
- Option to specify an access start and end date for logins
- Tracks the date and time of the last successful login
- Tracks the number of failed login attempts since a user’s last successful login

- Tracks the number of successful logins to date for each user
- Option to keep prior password history
- All users can request a new password to be assigned if they have forgotten theirs

3.2.15. If you host the application, please describe your data security features including encryption methods.

Response:
Please refer to Appendix A where we have provided a description of the types of security features available if you elect to host with our hosting partner. We will provide additional information upon request.

3.2.16. If you host the application, please describe your data and facility security features including, but not restricted to encryption methods and data center physical security safeguards. Please note that third-party hosting might require on-site security certification.

Response:
Please refer to Appendix A where we have provided a description of the information requested. We will provide additional information upon request.

3.2.17. Are user-defined parameters tied into the security schema?

Response:
Yes.

Requirements	Yes	Yes w/mod	No	Comments/Notes
3.3. Interfaces				
3.3.1. Support uploading and downloading of data to personal computer systems such as spreadsheets, statistical programs and graphics packages for further analysis	☒	☐	☐	The ad hoc reporting tool allows users to easily export information extracted from the system into excel – by simply clicking on the excel icon on the tool bar:  The ad hoc reporting tool also includes the ability to represent data graphically, including but not limited to pie charts, bar charts,

Requirements	Yes	Yes w/mod	No	Comments/Notes
				scatagrams, etc.
3.3.2. Support interfaces to/from other internal and external systems	☒	☐	☐	
3.3.2.1. New hires from applicant systems	☒	☐	☐	Personality was designed as an 'integrated' Human Resources, Payroll and Time & Attendance solution, therefore when an applicant is hired, they are automatically part of the employee database.
3.3.2.2. Address verification processes	☒	☒	☐	We are responding Yes as well as Yes with Modifications, as we do not have all of the details of your requirements in this area.
3.3.2.3. Internal homegrown SQL-based payroll system	☒	☒	☐	We provide a Generic Payroll Interface module with the standard system, which we are proposing to use to address your requirement. This module allows clients to configure the information they wish to export to an external payroll system. We are responding Yes as well as Yes with Modifications, as we do not have all of the details of your requirements in this area.
3.3.2.4. Telephone directories for both employees and departments	☒	☒	☐	Telephone directories can be provided within our application, so no interface is required. We are responding Yes as well as Yes with Modifications, as we do not have all of the details of your requirements in this area.
3.3.2.5. Reimbursement account interfaces	☒	☒	☐	Reimbursements can be handled directly in Personality, so no interface is required. We are responding Yes as well as Yes with Modifications, as we do not have all of the details of your requirements in this area.
3.3.2.6. Vacation balance from payroll	☒	☒	☐	We provide the ability to import transactions into Personality with the standard system. This approach could be utilized to import vacation amounts from an

Requirements	Yes	Yes w/mod	No	Comments/Notes
				external payroll system. We are responding Yes as well as Yes with Modifications, as we do not have all of the details of your requirements in this area.
3.3.2.7. Workers compensation	☒	☒	☐	We are responding Yes as well as Yes with Modifications, as we do not have all of the details of your requirements in this area.
3.3.2.8. Third-Party Performance Management Systems	☐	☒	☐	
3.3.3. Provide interface for web, IVR and third-party connectivity	☒	☒	☐	Personality is a fully web-based solution, so interfacing is not required to access the system via the web. Interfacing with IVR and 3rd parties may require additional features, so we are responding Yes as well as Yes with Modifications, as we do not have all of the details of your requirements in this area.
3.3.4. Provide electronic interface with vendors	☒	☒	☐	We are responding Yes as well as Yes with Modifications, as we do not have all of the details of your requirements in this area.

3.3.5. Describe the types of interfaces that can be considered for the interface with the County's SQL-based in-house developed Payroll system (i.e., HTML, batch)

Response:
High Line provides a Generic Payroll Interface Module to allow clients to define configurations regarding the information required to be passed from our system to an external payroll system. The file can contain employee masterfile data/changes only, or various payroll related calculations, e.g. electronic timesheet data, calculations to generate gross pay, some or all deductions, company costs and taxable benefits, etc. This is user-definable, based on your needs.

Requirements	Yes	Yes w/ mod	No	
3.4. Access				☒
3.4.1. Enable employee and manager self-service:	☒	☐	☐	
3.4.1.1. Interactive voice response system	☐	☒	☐	We have had clients utilize IVR

Requirements	Yes	Yes w/ mod	No	
				systems and load the results into Personality, .e.g. for 401K investment options. We will work with you to determine your requirements, but anticipate that they can be handled with the system, with modifications.
3.4.1.2. Kiosk	☒	☐	☐	
3.4.1.3. Web/Internet, intranet	☒	☐	☐	
3.4.1.4. HR portal	☒	☐	☐	
3.4.2. Provide self service via standard browser with no application component installed on the PC	☒	☐	☐	
3.4.3. Provide easy to use report writer	☒	☐	☐	
3.4.4. Provide on-line real-time update of all data	☒	☐	☐	
3.4.5. Provide batch access to data	☒	☐	☐	
3.4.6. Provide multi-user/multi-function capability	☒	☐	☐	
3.4.7. Provide inquiry access only to designated users	☒	☐	☐	
3.4.8. Search by the following fields:	☒			
3.4.8.1. Employee name	☒	☐	☐	
3.4.8.2. ID Number	☒	☐	☐	
3.4.8.3. Class	☒	☐	☐	
3.4.8.4. Bargaining Unit	☒	☐	☐	
3.4.9. Do phonetic name searches	☒	☐	☐	
3.4.10. Sort search results by date, salary, employment status, etc.	☒	☐	☐	This can be addressed with the ad hoc query and reporting tool.
3.4.11. Provide time out feature on pc for client level access to data	☒	☐	☐	This can be configured with the application server or the operating system.
3.4.12. Customize error messages and on-line help	☒	☐	☐	
3.4.13. Provide on-line help down to field level	☒	☐	☐	
3.4.14. Search by multiple IDs	☒	☐	☐	
3.4.15. Automatically route transactions requiring approvals to supervisor or manager	☒	☐	☐	
3.4.16. Manage workflow process with insight into status of any and all transactions	☒	☐	☐	
3.5. History				

Requirements	Yes	Yes w/ mod	No	
3.5.1. Store inactive employee data without incurring additional charges	☒	☐	☐	
3.5.2. Provide effective dating of all transactions	☒	☐	☐	
3.5.3. Store history data based on date driven parameters:	☒	☐	☐	
3.5.3.1. Hire/rehire	☒	☐	☐	
3.5.3.2. Reclassifications	☒	☐	☐	
3.5.3.3. Department/organization	☒	☐	☐	
3.5.3.4. Termination Date	☒	☐	☐	
3.5.4. Collect and maintain effective dates of employment transactions	☒	☐	☐	
3.5.5. Archive and restore capabilities	☒	☐	☐	There is no limit to the amount of history that can be maintained on-line. We also provide you with the ability to purge history, based on rules defined on tables, e.g. maintain address changes for 2 years, maintain detailed payroll transactions for 24 pay periods (but summary data for 7 years), maintain salary history forever, etc. The majority of our clients do not archive history, but we have recommended a simple method, that ensures ease of retrieval - copy the current environment to a small computer for storage purposes, and purge the current information, retaining only the history required. Then the historical information maintained in your production environment can be purged.
3.5.6. Convert and load history data during initial conversion	☒	☐	☐	We provide tools to assist clients to map the information required in Personality to their legacy system(s). We also provide tools to load information from formatted files into interim tables in our database. The conversion utilities apply this information to the database with the appropriate defaults, edits and constraints.

Requirements	Yes	Yes w/ mod	No	
3.6. Leading web-enabled technologies				
3.6.1. Send/receive internet/intranet options	☒	☐	☐	
3.6.2. Transactional employee self-service options	☒	☐	☐	
3.6.3. Manager self-service options	☒	☐	☐	
3.6.4. HR portal	☒	☐	☐	
3.6.5. Core HRIS transactional processing	☒	☐	☐	
3.7. Other requirements				
3.7.1. Scanning				
3.7.1.1. Scan individual documents and attach to records	☒	☐	☐	Personality provides you with the ability to attach scanned documents to any area in the system, by effective date. We do not provide scanning hardware.
3.7.1.2. Batch-scan	☐	☐	☒	See note above.
3.7.2. Pend data with future effective dates for online and batch processing	☒	☐	☐	
3.7.3. Purge employees by payroll termination date (keep basic employee indicative data)–once per year if there are no earnings in the previous year	☒	☐	☐	
3.7.4. Availability of ongoing training and support	☒	☐	☐	
3.7.5. Availability of system optimization tools	☒	☐	☐	
3.7.6. Availability of "hot"/short-cut keys	☒	☐	☐	
3.7.7. Availability of interface development tools	☒	☐	☐	
3.7.8. Availability of database conversion tools	☒	☐	☐	
3.7.9. Availability of integrated web applications	☒	☐	☐	
3.7.10. Integration with inherent e-mail systems	☒	☐	☐	Personality will interface with any MAPI or SMTP compliant email system.
3.7.11. Integration with document imaging systems	☒	☒	☐	We are responding Yes as well as Yes with Modifications, as we do not have all of the details of your requirements in this area.
3.7.12. Inherent workflow functionality	☒	☐	☐	

3.7.13. Please describe your file transfer capabilities. How does the system support file encryption?

Response:

We provide clients with the ability to create files that can be utilized to transfer information to other applications. There are a variety of options available to accomplish this, including but not limited to our interface configuration features and workflow's ability to generate files containing information from the database.

3.7.14. Please describe any system import/upload utilities provided with your application.

Response:
In addition to the conversion utilities (features described above), we provide you with the ability to import transactions into Personality, following the same approach – the load program will import the information into an interim table, and then another program will apply this information to the database with the appropriate defaults, edits/validations and constraints.

3.7.15. What are the recommended hardware and software requirements for running your application? Please provide a diagram of system architecture.

Response:
We have included an operating environment overview in Appendix B, including the diagrams requested. These are examples only. We will work with you to confirm the optimum operating configuration for your needs, based on our experience in similar environments.

3.7.16. How does your system handle the scanning of paper documents and attaching to the employees' records?

Response:
Personality provides you with the ability to attach scanned documents to any area in the system, by effective date. We do not provide scanning hardware.

3.7.17. Is Citrix required with your application? If yes, please explain fully and identify who is responsible for its support (County or your staff)?

Response:
No, Citrix is not required.

3.7.18. What browsers do you support?

Response:
Any browsers supported by Oracle. Our clients currently use IE 6.+.

3.7.19. Please discuss your system's batch vs. real-time processing capabilities. Is the system unavailable to users during these types of processing?

Response:

Update processes can be run off-line, if required, and/or scheduled to run at a convenient time. Our best practices recommendation as far as access to the system (when update processes are running) is that clients utilize our on-line Personnel Action approach. With this approach users enter changes into the system and they are stored in 'pending' mode until they can be applied to the database (this may be after the appropriate approvals are entered). Following this approach clients do not have to have blackout periods (system unavailability), as you can control when other changes are being updated to the masterfile.

3.7.20. Does your architecture support separation of functions (i.e. web server vs. transaction server)?

Response:

Yes.

3.7.21. Does your system support integration with active directories?

Response:

In our design of the system we have done nothing to prevent utilizing active directories (MS AD/LDAP), but our clients have not requested integration at this point (SOX compliance issues have influenced this).

3.7.22. Do you offer an HR Portal? Please include details about the portal – its requirements and features.

Response:

Our Self Service functionality provides an HR Portal for employees and managers. Please refer to Section 4.12 where we have provided an overview of the functionality available.

3.8. Application Hosting

3.8.1. Should the County wish to consider this option – please provide a description of your application hosting environment. Include detailed information on connectivity, redundancy and disaster recovery. Describe the migration of system configuration from the Development environment, into the Test/QA environment and ultimately the promotion into Production. Please also provide a detailed description of how enhancements and/or regulatory changes are applied to the production environment on an on-going basis.

Response:

High Line has partnered with Ingentra HR Solutions to allow us to offer our clients the ability to host our application. Ingentra has been providing hosting and business process outsourcing services to their clients for over 15 years. Approximately 2.5 years ago they began utilizing Personality to address their clients complex Human Resources and Payroll requirements. We have included an overview of their hosting and business process outsourcing options in Appendix A, including information on connectivity, redundancy and disaster recovery. We will work with you to establish service level agreements in these areas that address your needs, should you choose to host our application. As far as product updates, how these are handled in a hosted or premise-based implementation is an option for you to choose. You can assume responsibility (once we have trained you on proper installation processes), or request that High Line or Ingentra take this over. We will determine procedures for updating testing environments and procedures for promotion to the production environment that meet your needs, based on our experience in similar environments.

3.8.2. Please describe on-going County staff tasks, roles and responsibilities in a *hosted* environment. Clearly identify technical support requirements and estimate the amount of technical support required by discipline and/or function.

Response:
As noted above, we will jointly determine the tasks the County wishes to retain and those they wish to delegate, and establish service level agreements that meet with your approval based on this. The roles and responsibilities will be clearly defined as part of this process.

3.8.3. Please describe on-going County staff tasks, roles and responsibilities in a *non-hosted* environment. Clearly identify technical support requirements and estimate the amount of technical support required by discipline and/or function.

Response:
The amount of time involved in ongoing administration in a non-hosted environment depends on a number of factors, e.g. how often your requirements change, whether users maintain the functional aspects of the system, whether users are empowered to generate their own reports, etc. From a purely technical standpoint, our clients estimate that they spend approximately 5% of a technical resources time annually, supporting the system. If this person is also responsible for rule configuration, report writing, etc., it can become a full-time job.

3.8.4. Please describe your plans for addressing compatibility with OS upgrades. (e.g. Windows Vista)

Response:
High Line's tendency is to avoid being bleeding edge as far as technology upgrades are concerned. We test new technologies internally and with selected customers. Once we have certified on a version, we advise clients of this fact.

Employee Data Maintenance Requirements

Requirements	Yes	Yes w/mod	No	
4.1. Employee Recordkeeping				
4.1.1. Collect and maintain new hire data critical for record setup, benefits administration and payroll, interface(s)	☒	☐	☐	
4.1.2. Collect and maintain employee demographic data	☒	☐	☐	
4.1.3. Maintain multiple addresses for each employee	☒	☐	☐	
4.1.4. Maintain multiple e-mail addresses for each employee	☒	☐	☐	
4.1.5. Maintain multiple phone numbers for each employee	☒	☐	☐	
4.1.6. Track and maintain primary supervisor, as well as secondary supervisor	☒	☐	☐	
4.1.7. Track and maintain programs employees are billing time to, and relevant supervisor for each job	☒	☐	☐	
4.1.8. Collect and maintain office identifier or mail stop, if applicable	☒	☐	☐	
4.1.9. Collect and maintain office and personal telephone numbers	☒	☐	☐	
4.1.10. Maintain additional name data	☒	☐	☐	
4.1.11. Collect and maintain prior name	☒	☐	☐	
4.1.12. Collect and maintain emergency contact data	☒	☐	☐	
4.1.13. Collect and maintain 4-levels of organizational data:				
4.1.13.1. Department	☒	☐	☐	
4.1.13.2. Program	☒	☐	☐	
4.1.13.3. Fund	☒	☐	☐	
4.1.13.4. Work Location	☒	☐	☐	
4.1.14. Provide workflow notification to supporting departments for new hire processing	☒	☐	☐	
4.1.15. Collect and maintain company property by employee:				
4.1.15.1. Car	☒	☐	☐	
4.1.15.2. Access card	☒	☐	☐	
4.1.15.3. Corporate credit card(s)	☒	☐	☐	
4.1.15.4. Keys	☒	☐	☐	
4.1.15.5. Computer equipment	☒	☐	☐	
4.1.15.6. Telephone equipment	☒	☐	☐	
4.1.15.7. Parking	☒	☐	☐	

Requirements	Yes	Yes w/mod	No	
4.1.15.8. Other county property (i.e. Firearms, etc)	☒	☐	☐	
4.1.15.9. User-defined, other	☒	☐	☐	
4.1.16. Track new hire probationary period	☒	☐	☐	
4.1.17. Workflow to trigger events/approvals associated with new hires based on position (i.e., security access, laptop, cell phone) – or changes to an employee's benefit and or work status.	☒	☐	☐	
4.1.18. Allow for unlimited number of date fields for eligibility dates, effective dates, leave dates, rehire, adjusted service, etc.	☒	☐	☐	
4.1.19. Collect and maintain employee status data:				
4.1.19.1. Active	☒	☐	☐	
4.1.19.2. Inactive	☒	☐	☐	
4.1.19.3. Terminated	☒	☐	☐	
4.1.19.4. Retired	☒	☐	☐	
4.1.19.5. Deceased	☒	☐	☐	
4.1.19.6. Leave of absence	☒	☐	☐	
4.1.19.7. Transferred	☒	☐	☐	
4.1.19.8. Severance	☒	☐	☐	
4.1.19.9. User-defined	☒	☐	☐	
4.1.20. Collect and maintain employee classification data:				
4.1.20.1. Full-time	☒	☐	☐	
4.1.20.2. Part-time	☒	☐	☐	
4.1.20.3. Temporary (extra help)	☒	☐	☐	
4.1.20.4. Hourly non-exempt	☒	☐	☐	
4.1.20.5. Rehire of retired employee	☒	☐	☐	
4.1.20.6. Intern	☒	☐	☐	
4.1.20.7. Contract employee	☒	☐	☐	
4.1.20.8. Job family	☒	☐	☐	
4.1.20.9. User-defined	☒	☐	☐	
4.1.21. Collect and maintain effective dates of employment, and maintain service interruption history for determination of adjusted service, etc.	☒	☐	☐	
4.1.22. Collect and maintain benefit services date for plan eligibility	☒	☐	☐	

Requirements	Yes	Yes w/mod	No	
4.1.23. Track employee transfers between locations and departments	☒	☐	☐	
4.1.24. Identify employee promotions	☒	☐	☐	
4.1.25. Collect and maintain employee compensation data:				
4.1.25.1. Base rate and change history	☒	☐	☐	
4.1.25.2. Base rate change detail	☒	☐	☐	
4.1.25.3. Bonus	☒	☐	☐	
4.1.26. Maintain salary grades and steps for each employee	☒	☐	☐	
4.1.27. Ability to maintain multiple pay systems	☒	☐	☐	
4.1.28. Collect and maintain employee leave status and reasons	☒	☐	☐	
4.1.29. Track terminations/turnover data	☒	☐	☐	
4.1.30. Track multiple terminations for an employee	☒	☐	☐	
4.1.31. Provide workflow notification to supporting departments for termination processing:				
4.1.31.1. Facilities for parking/property revocation	☒	☐	☐	
4.1.31.2. Help desk for computer access termination	☒	☐	☐	
4.1.31.3. Telecommunications for phone disconnection	☒	☐	☐	
4.1.31.4. Security for badge revocation	☒	☐	☐	
4.1.31.5. HR for exit interview	☒	☐	☐	
4.1.31.6. User-defined workflow based on department	☒	☐	☐	
4.1.32. Provide automatic capability to calculate an adjusted hire date for employees who are rehired after termination, based on break-in-service rules	☒	☐	☐	
4.1.33. Store history data based on date-driven parameters:				
4.1.33.1. Reclassifications	☒	☐	☐	
4.1.33.2. Department/other organization level	☒	☐	☐	
4.1.34. Provide ability to flag employees for various user-defined reasons, i.e. At-will employees	☒	☐	☐	
4.1.35. Collect and maintain education history	☒	☐	☐	
4.1.36. Record and maintain professional certifications	☒	☐	☐	
4.1.37. Record criminal background checks	☒	☐	☐	

Requirements	Yes	Yes w/mod	No	
4.1.38. Record and maintain drug and substance abuse testing, reasonable cause re-certification for certain positions	☒	☐	☐	
4.1.39. Track pre-employment and mandatory physicals and defined workflow around this process	☒	☐	☐	
4.1.40. Allow for employee to maintain data through web	☒	☐	☐	
4.1.41. Standard HR processes enabled with workflow functionality	☒	☐	☐	
4.1.42. Electronically transfer applicant data to new hire record	☒	☐	☐	
4.1.43. Enter and track disciplinary notices and follow up by date	☒	☐	☐	
4.1.44. Provide ability to capture and report on exit questionnaire data	☒	☐	☐	
4.1.45. Save prior year's vacation, sick and banked sick time	☒	☐	☐	
4.1.46. Calculate vacation and sick time based on years of service and hours worked	☒	☐	☐	
4.1.47. Search for employee records by last name, former name, social security number and system ID (if different from Soc Sec #)	☒	☐	☐	
4.1.48. Provide service date information on benefit screens, review screens, and cumulative controlled hours screens	☒	☐	☐	
4.1.49. Keep history on whom an employee reports to (i.e. Supervisor history)	☒	☐	☐	
4.1.50. Keep history on address changes	☒	☐	☐	
4.1.51. Automatically populate appropriate fields when an employee changes from hourly to salary or vice versa	☒	☐	☐	
4.1.52. Provide data entry audits daily with date & time stamp and who made the entry	☒	☐	☐	
4.1.53. Track multiple location types (e.g. work, reporting, etc.)	☒	☐	☐	
4.1.54. Provide department descriptions on allocation screens	☒	☐	☐	
4.1.55. Track disaster prep responsibilities by employee	☒	☐	☐	
4.1.56. Customize workflow between HR and payroll	☒	☐	☐	
4.2. Recruiting & Applicant Tracking				
4.2.1. Maintain data for EEO reporting:	☒	☐	☐	
4.2.1.1. Race	☒	☐	☐	
4.2.1.2. Gender	☒	☐	☐	
4.2.1.3. Age	☒	☐	☐	

Requirements	Yes	Yes w/mod	No	
4.2.1.4. Vietnam Veteran Status	☒	☐	☐	
4.2.2. Utilize self-service for generating a requisition that will contain edits and then be forwarded to HR via workflow	☒	☐	☐	
4.2.3. Assign a recruitment to a specific recruiter or analyst	☒	☐	☐	
4.2.4. Maintain job posting and job description information	☒	☐	☐	
4.2.5. Identify sourcing destinations based on conversation with department	☒	☐	☐	
4.2.6. Support and track recruiting for "provisional hires" (short-term emergency hire; manager identifies candidate)	☒	☐	☐	
4.2.7. Automatically update job postings on company web site	☒	☐	☐	
4.2.8. Ability to store prior job searches so that "lists" can be reused for similar searches in the future	☒	☐	☐	This can be accomplished with the ad hoc query tool provided with the system.
4.2.9. Track job requisitions and report on job status (open, hold, filled, etc.)	☒	☐	☐	
4.2.10. View requisition history as of certain date	☒	☐	☐	
4.2.11. Automated recruiting checklist for managers, including workflow prompts	☒	☐	☐	
4.2.12. Track employee referral plan and payments	☒	☐	☐	
4.2.13. Track and manage internal applicants	☒	☐	☐	
4.2.14. Enable internal applicants to apply for open positions online	☒	☐	☐	
4.2.15. Collect and manage resumes	☒	☐	☐	
4.2.16. Utilize online screening questions that will be used to initially qualify an applicant	☒	☐	☐	
4.2.17. Score and rank an applicant	☒	☐	☐	
4.2.18. Generate an "eligible list" of all applicants eligible for the position	☒	☐	☐	Lists can be generated with the ad hoc reporting tool, and/or eligible applicants can be viewed on-line in Self Service or the Professional Edition, based on applicant status.
4.2.19. Generate a "certified list" containing the top nine applicants plus the number of vacancies	☒	☐	☐	Lists can be generated with the ad hoc reporting tool, and/or eligible applicants can be viewed on-line in Self Service or the Professional Edition, based on applicant status.
4.2.20. Capture and maintain the dates of any contact and interview(s) with applicant	☒	☐	☐	

Requirements	Yes	Yes w/mod	No	
4.2.21. Collect and maintain applicant tracking data	☒	☐	☐	
4.2.22. Capture information on applicant's qualifications :				
4.2.22.1. Education	☒	☐	☐	
4.2.22.2. Work experience	☒	☐	☐	
4.2.22.3. Skills inventory	☒	☐	☐	
4.2.22.4. Test results, including outside testing criteria and data	☒	☐	☐	
4.2.22.5. Accept test scores from scantron forms	☐	☒	☐	If the scantron forms can be translated to an delimited file, as anticipate that this can be imported, but have indicated that modifications may be required.
4.2.23. Schedule applicant events	☒	☐	☐	
4.2.24. Generate notices, letters, forms	☒	☐	☐	
4.2.25. Generate record of notices, letters, form sent	☒	☐	☐	
4.2.26. Maintain applicant interview data	☒	☐	☐	
4.2.27. Maintain offer acceptance data and employment results:				
4.2.27.1. Hires	☒	☐	☐	
4.2.27.2. Open requisitions	☒	☐	☐	
4.2.27.3. Referral fees	☒	☐	☐	
4.2.27.4. Ending date for temporary employees	☒	☐	☐	
4.2.27.5. Recruitment sources and costs	☒	☐	☐	
4.2.28. Maintain manager approvals where required for internal applications	☒	☐	☐	
4.2.29. Maintain number of applicants applying, by job	☒	☐	☐	
4.2.30. Electronically transfer applicant data to new hire record	☒	☐	☐	
4.2.31. Verify new applicant names against existing names at point of data entry	☒	☐	☐	
4.2.32. Maintain applicant and employee records separately so name searches do not pull in applicants and employees together	☒	☐	☐	
4.2.33. Track recruiting costs per job requisition and per applicant	☒	☐	☐	
4.2.34. Match applicants to available positions based on given criteria such as education, skills, etc.	☒	☐	☐	There is an on-line form that provides this capability or the ad hoc reporting tool can be utilized.
4.2.35. Generate survey to all eligible applicants not chosen to be hired	☒	☐	☐	This could be handled with an attachment to an email, or your

Requirements	Yes	Yes w/mod	No	
				organization could provide a link to allow them to complete a survey on-line. The later is our recommended approach.
4.2.36. Generate key analytics pushed to hiring managers (open requisitions, time to fill, etc.)	☒	☐	☐	

4.2.37. Please describe the search and reporting capabilities included with the recruiting module.

Response:
There are standard reports provided with each module. We have included a list of standard reports in Appendix C. This is an area of the system that is constantly expanding with each new release. The ad hoc reporting tool can also be used to generate any additional reports required.

The system includes features to allow users to generate on-line queries. The ad hoc reporting tool can also be utilized to generate queries, if required.

4.2.38. Please describe the process of an applicant becoming an employee. What must the user do to enact the transaction and what information if any, is transferred?

Response:
The user selects the 'Hire' button, causing the applicant to be moved to the employee database with the appropriate information. All information tracked on the applicant is automatically linked, e.g. work history, skills inventory, etc.

4.2.39. Describe any other services the system provides that will aid in the recruiting process (i.e., recruiter tools, candidate access to information)

Response:
The recruitment process can be completely automated with our solution, allowing your organization to work towards paperless systems. Managers can submit requisitions on-line, via Self Service. Once they are approved, they can automatically become postings published to your web-site, if required. Clients can preset the stages in the recruitment process, including the tests/interviews, etc. at each stage and the minimum criteria. These results can be weighted, if required. Civil service type rules can be automated with the system as well. All correspondence can be automated, and notification can be sent to appropriate applicants and employees/managers. Applicants can check on the status of their application at any time via the Candidate Self Service features, and they can apply for multiple positions, without having to resubmit their profile/resume information each time. All costs can be tracked and will be automatically summarized by Posting. Recruiters can review the overall results and details for each applicant, ranking them and upon approval can select the 'Hire' button to move them to the employee database.

These features will allow SBC to significantly improve the efficiencies and effectiveness of your recruitment efforts, resulting in considerable reduction in the time and effort required to administer your requirements.

4.2.40. Describe your self-service applicant module, including all functionality.

Response:
Applicants can be prompted to provide all information required, including but not limited to basic demographics, work history, qualifications/skills, resume, responding to questionnaires/assessments that ask job specific details, etc.. The minimum criteria can be defined by Posting, allowing the system to prescreen applicants automatically. Applicants can be automatically notified when events occur, and can check on the status of an application at any time, on-line.

Requirements	Yes	Yes w/Mod	No	
4.3. Position Control/Budgeting				
4.3.1. Track job classifications:				
4.3.1.1. History	☒	☐	☐	
4.3.1.2. Job Class #	☒	☐	☐	
4.3.1.3. Title	☒	☐	☐	
4.3.1.4. Salary Range	☒	☐	☐	
4.3.1.5. Bargaining Unit	☒	☐	☐	
4.3.1.6. Exempt Status	☒	☐	☐	
4.3.1.7. EEO Codes	☒	☐	☐	
4.3.1.8. Job Group	☒	☐	☐	
4.3.1.9. Safety Class	☒	☐	☐	
4.3.1.10. Vacation Plan	☒	☐	☐	Vacation policies are linked to a Job/Position via the associated unit/group code.
4.3.1.11. Searchable text field for tracking notes, including effective date, resolution #, change % and bargaining units	☒	☒	☐	This information can be tracked in pre-define and/or user defined fields, therefore searching text fields is not required. We have indicated that modifications may be required if our best practices recommendation is not able to be implemented.
4.3.2. Manage positions:				
4.3.2.1. Create, allocate, and maintain budgeted positions	☒	☐	☐	
4.3.2.2. Generate organization charts by position	☒	☐	☐	

Requirements	Yes	Yes w/Mod	No	
4.3.2.3. Perform mass changes (add/delete/modify)	☒	☒	☐	There are some mass change features provided. Any additional requirements would involve modifications.
4.3.3. Track assignments				
4.3.3.1. Track up to 3 assignments per employee	☒	☐	☐	There is no limit.
4.3.3.1.1. Extra help	☒	☐	☐	
4.3.3.1.2. Contractors	☒	☐	☐	
4.3.3.2. Position	☒	☐	☐	
4.3.3.3. Job Code	☒	☐	☐	
4.3.3.4. Level	☒	☐	☐	
4.3.3.5. Employees:				
4.3.3.5.1. Home Address	☒	☐	☐	
4.3.3.5.2. Mailing Address	☒	☐	☐	
4.3.3.5.3. SSN	☒	☐	☐	
4.3.3.5.4. Gender	☒	☐	☐	
4.3.3.5.5. Ethnicity	☒	☐	☐	
4.3.3.5.6. Tracking dates (1st reg. date)	☒	☐	☐	
4.3.3.5.7. Hire date	☒	☐	☐	
4.3.3.5.8. Leave accrual date	☒	☐	☐	
4.3.3.5.9. Special allowances (i.e. bilingual)	☒	☐	☐	
4.3.3.6. Identify rules attached to assignments	☒	☐	☐	
4.3.3.7. Track rules applied to positions	☒	☐	☐	
4.3.3.8. Track temporary position fills for LOA	☒	☐	☐	
4.3.3.9. Notification workflow regarding expiration of assignments/contracts	☒	☐	☐	
4.3.4. Report vacant position listings:				These reporting requirements can be handled with either the standard reports or with user defined ad hoc reports. All information required to create the reports can be tracked in the standard system.
4.3.4.1. Report vacancy by job class	☒	☐	☐	

Requirements	Yes	Yes w/Mod	No	
4.3.4.2. Report vacancy by bargaining unit	☒	☐	☐	
4.3.4.3. Report vacancy by department	☒	☐	☐	
4.3.4.4. Report vacancy by funding source	☒	☐	☐	
4.3.4.5. Track funding source:				
4.3.4.5.1. General	☒	☐	☐	
4.3.4.5.2. Special Revenue Fund	☒	☐	☐	
4.3.4.5.3. Grant	☒	☐	☐	
4.3.4.5.4. User Defined	☒	☐	☐	
4.3.4.6. Report vacancy by status (funded vs. unfunded)	☒	☐	☐	
4.3.4.7. Report vacancy by work location	☒	☐	☐	
4.3.4.8. Report vacancy by user-defined work locations	☒	☐	☐	
4.3.5. Track positions	☒	☐	☐	
4.3.5.1. History of position and authorization effective date	☒	☐	☐	
4.3.5.2. Capture expiration dates for positions (auto-notification)	☒	☐	☐	
4.3.5.3. Allow text field to capture notes and authorization effective date	☒	☐	☐	
4.3.5.4. Track flexible positions that can be filled by multiple levels	☒	☐	☐	
4.3.5.5. Track regular vs. contract, extra help status	☒	☐	☐	
4.3.5.6. Ability to flag positions as funded or unfunded	☒	☐	☐	
4.3.5.6.1. Workflow based on funding source	☒	☐	☐	
4.3.5.6.2. Workflow to approve if position is unfunded	☒	☐	☐	
4.3.6. Track separations:				
4.3.6.1. Date of separation	☒	☐	☐	
4.3.6.2. Separation reason	☒	☐	☐	
4.3.6.3. Prompt exit interview survey for voluntary	☒	☐	☐	

Requirements		Yes	Yes w/Mod	No	
	separations				
4.3.6.4.	Workflow notifying Benefits, Unemployment, IT, etc for notifications regarding separation details	☒	☐	☐	
4.3.7. Report the following:					These reporting requirements can be handled with either the standard reports or with user defined ad hoc reports. All information required to create the reports can be tracked in the standard system.
4.3.7.1.	Biweekly staffing by program / division / subdivision	☒	☐	☐	
4.3.7.2.	Biweekly staffing by department	☒	☐	☐	
4.3.7.3.	Contractors job assignment expiring	☒	☐	☐	
4.3.7.4.	Full-time equivalents by % allocated	☒	☐	☐	
4.3.7.5.	Full-time equivalent averages by fiscal year	☒	☐	☐	
4.3.7.6.	Turnover by base class	☒	☐	☐	
4.3.7.7.	Turnover summary countywide	☒	☐	☐	
4.3.7.8.	Turnover summary by supervisor	☒	☐	☐	
4.3.7.9.	Turnover summary by location	☒	☐	☐	
4.3.7.10.	Part-time employees	☒	☐	☐	
4.3.7.11.	Staffing vacancies	☒	☐	☐	
4.3.7.12.	Staffing vacancies by job class	☒	☐	☐	
4.3.7.13.	Bargaining unit group changes	☒	☐	☐	
4.3.7.14.	Bargaining unit overtime eligibility	☒	☐	☐	
4.3.7.15.	Average salary analysis	☒	☐	☐	
4.3.7.16.	Employee count per job class	☒	☐	☐	
4.3.7.17.	Employee count by bargaining unit	☒	☐	☐	
4.3.7.18.	Employee count per job class by division/subdivision/program	☒	☐	☐	
4.3.7.19.	Employee residence locations	☒	☐	☐	

Requirements		Yes	Yes w/Mod	No	
4.3.7.20.	Position allocation	☒	☐	☐	
4.3.7.21.	Position to Assignment reconciliation	☒	☐	☐	
4.3.7.22.	Positions by Base Job Class	☒	☐	☐	

4.3.8. How would your system allow departments to model position changes for an upcoming fiscal year and develop accurate expenditure estimates?

Response:
The system allows users to enter 'proposed' positions at any time, establishing them with a different approval/budget status. This allows you to model position changes for the range in time required. Refer to Section 4.7 where we have provided an overview of the Forecasting & Costing Module. This module was developed with our public sector clients, allowing them to automatically generate budgets based on the position information and associated incumbents or templates for benefits/payroll schedules. The system will automatically calculate the impact of the base budget for the period specified, as well as any what if scenarios, e.g. assume that employees receive a 3% increase on their anniversary date and then recalculate all associated costs from that point on, e.g. increases in benefit costs and employer portion of taxes. This allows clients to accurately project the real cost of increases, schedule changes, etc. automatically. Clients can generate unlimited what if scenarios, and create files to export this information to your financial system. We can also calculate budget to actual variance analysis and costs to complete utilizing our payroll module.

4.3.9. Assume that Jenny occupies a position at the County and takes a maternity leave. During that time, Joe is able to apply for her assignment on a temporary basis and fills her position. Meanwhile, Liza applies for and fills Joe's position, again on a temporary basis. After 6 months, Jenny returns to her position at the County, which then requires Joe and Liza to return to their original positions. Please describe how your system would automate tracking of this "domino effect" when someone goes out and returns from leave.

Response:
All position changes can be tracked by effective date. We typically recommend that clients handle this with additional assignments, until the placements are permanent. For example, when Joe fills Jenny's position temporarily, users would change the status on his regular position to indicate he is taking on Jenny's position, adjusting the FTE accordingly. Jenny's record could be updated to reflect her expected return date and who is replacing her. The same approach would be taken for Liza. When Jenny returns we will simply expire the additional assignment and re-activate their original assignment.

4.3.10. The County currently administers position control manually and it is a very complex process. Please describe the flexibility of your system to accommodate this process.

Response:

We have included details about position control features in Section 4.1. This is one of the key strengths of our solution, allowing you to automate all of your requirements. Approximately 50% of High Line's clients are in the public sector, and over the years we have worked with them to enhance the standard system to address their needs. The County will be the beneficiary of this, as your requirements will be addressed with the standard system.

Requirements	Yes	Yes w/mod	No	
4.4. Performance Management				
4.4.1. Maintain promotion/demotion data:				
4.4.1.1. Effective date	☒	☐	☐	
4.4.1.2. Amount of pay change ($ and %)	☒	☐	☐	
4.4.1.3. Reason for promotion/demotion	☒	☐	☐	
4.4.2. Determine next salary review date automatically	☒	☐	☐	
4.4.3. Maintain master list of competencies	☒	☐	☐	
4.4.4. Maintain goals and development plans	☒	☐	☐	
4.4.4.1. Tracks progress on goals and development plans	☒	☐	☐	
4.4.5. Link training requirements to performance appraisals	☒	☐	☐	
4.4.6. Performance management analysis to help supervisors create "ideal" job profiles	☒	☐	☐	
4.4.6.1. Gap analysis based on "ideal" job profiles	☒	☐	☐	
4.4.7. Populate pre-defined performance criteria as a basis for performance planning	☒	☐	☐	
4.4.8. Maintain information pertaining to an employee's performance:				
4.4.8.1. Review type	☒	☐	☐	
4.4.8.2. Appraisal date	☒	☐	☐	
4.4.8.3. Employee approval date	☒	☐	☐	
4.4.8.4. Name of manager(s) completing appraisal	☒	☐	☐	
4.4.8.5. Performance level/score/rating	☒	☐	☐	
4.4.8.6. Training programs required	☒	☐	☐	
4.4.9. Display both supervisor and employee ratings for a given competency, goal, or objective	☒	☐	☐	This can be tracked by review type.
4.4.10. Ability to handle goal cascading based on corporate goals	☒	☐	☐	Based on our understanding of your requirements in this area we believe that it can be addressed

Requirements	Yes	Yes w/mod	No	
				with the standard system.
4.4.11. Maintain and track disciplinary action/probation periods	☒	☐	☐	
4.4.12. Maintain unlimited performance appraisal history	☒	☐	☐	
4.4.13. Provide the ability for multiple reviewers, including 360 degree reviews	☒	☐	☐	
4.4.14. Provide a note field for Manager/Supervisor to keep notes on an employee's performance throughout the year.	☒	☐	☐	
4.4.15. Provide ability for employee to perform self-evaluation via employee self-service functions	☒	☐	☐	
4.4.16. Provide the ability for multiple reviewers	☒	☐	☐	
4.4.17. Maintain position and job evaluation data	☒	☐	☐	
4.4.18. Link review information with actual review document in word	☒	☐	☐	Word documents can be attached to the performance review by effective date, if required.
4.4.19. Provide multiple review date fields for varying review types	☒	☐	☐	
4.4.20. Track EPR status by manager	☒	☐	☐	
4.5. Compensation planning				
4.5.1. Support linking positions to user-defined pay bands	☒	☐	☐	
4.5.2. Provide compensation data by job to support job evaluations	☒	☐	☐	
4.5.3. Identify compensation-related issues from exit interviews	☒	☐	☐	
4.5.4. Generate a “total compensation statement” by employee				
4.5.4.1. Online, real-time	☒	☐	☐	
4.5.4.2. Utilizing data from other internal systems	☒	☒	☐	We have indicated that modifications may be required, as we do not have sufficient detail on your needs in this area.
4.5.4.3. Utilizing data in both internal and external data sources	☒	☒	☐	We have indicated that modifications may be required, as we do not have sufficient detail on your needs in this area.
4.5.5. Import external job survey data	☒	☒	☐	
4.5.6. Store individual compensation				

Requirements	Yes	Yes w/mod	No	
information:				
4.5.6.1. Calculate equivalent pay rates in multiple forms:	☒	☐	☐	
4.5.6.1.1. Hourly	☒	☐	☐	
4.5.6.1.2. Annual	☒	☐	☐	
4.5.6.1.3. Pay period	☒	☐	☐	
4.5.6.1.4. Monthly	☒	☐	☐	
4.5.7. Manage salary changes				
4.5.7.1. Add/update salaries in batch mode and individual mode	☒	☐	☐	
4.5.7.2. Provide ability to select groups by multiple criteria	☒	☐	☐	
4.5.7.3. Maintain and process multiple increase types	☒	☐	☐	
4.5.7.4. Process increases by bargaining units	☒	☐	☐	
4.5.7.5. Record specific or multiple reasons for rate changes	☒	☐	☐	
4.5.7.6. Effective date increases by type	☒	☐	☐	
4.5.7.7. Provide future dated salary changes	☒	☐	☐	
4.5.7.8. Track increases to budget by department	☒	☐	☐	
4.5.7.9. Provide authorization mechanism for rate changes	☒	☐	☐	
4.5.7.10. Manage anniversary increases				
4.5.7.10.1. Exclude those on LOA from increases	☒	☐	☐	
4.5.7.10.2. Exclude certain performance ratings from increases	☒	☐	☐	
4.5.8. Calculate and record position and salary range	☒	☐	☐	
4.5.9. Maintain job evaluation information for each employee:				
4.5.9.1. Job class/level/grade	☒	☐	☐	
4.5.9.2. Quartiles for job groups	☒	☐	☐	

Requirements	Yes	Yes w/mod	No	
4.5.10. Maintain pay and bonus deferrals:				
4.5.10.1. When earned	☒	☐	☐	
4.5.10.2. When paid	☒	☐	☐	
4.5.10.3. Dollar amount	☒	☐	☐	
4.5.11. Track increases to market by employee, by job	☒	☐	☐	
4.5.12. Support multiple salary survey data	☒	☐	☐	
4.5.13. Project and analyze salary information with report writing tools	☒	☐	☐	
4.5.14. Calculate salary changes based on employee's performance appraisal and comp-ratio (recommended guideline increase)	☒	☐	☐	

4.5.15. How does your system allow for compensation planning? Please describe your modeling tools and what variables, if any, can be input to make modeling decisions for salary planning (i.e. flat-dollar vs. percentage raises, etc).

Response:
Refer to Section 4.2 where we have provided an overview of the Salary Administration Module features. The system allows clients to define salary ranges as well as scales and steps. Users can link the performance review rules to a group of employees, and automatically generate an upcoming review by review type. Review types allow clients to define the factors to be evaluated. Our pay for performance features allow clients to preset a matrix that links the overall performance rating to the recommended increase (percentage and/or flat rate), based on an employee's position within their range. We provide the ability to model any salary increase information prior to updating. Salary increases are only updated when the appropriate review/approvals have been entered. There are no limits to the number of review/approvals that can be required. The on-line modeling features provide information on overall dollar budgets and well as percentages, and increases can be pre-approved if they remain within the budget guidelines, if required.

4.5.16. The County wants to reduce commute time during peak travel periods. How could your system identify and track employee work schedules over a historical time period? How could you maintain these changes?

Response:

Tracking work schedules is a standard feature in our system. The system allows you to track the hours and or start/stop times schedule by day, Monday/Friday as well as building unique patterns. All changes are tracked by effective date. The Forecasting & Costing tools could be utilized in this scenario, allowing clients to perform what if analysis based on changes in schedules, and the potential impact on overall costs. Historical information can be used in forecasts, if required.

4.5.17. The County wishes to evaluate hires to see how often they were promoted. Objective is to determine if they are recruiting the right candidates. They would like to examine promotions and turnover by supervisor. They would also like to look at span of control (i.e. the # of people reporting to individual managers). Please describe how your system could handle these types of analyses.

Response:
We provide standard reports with the system to report on Promotions as well as Turnover (new hires and terminations over a specified timeframe). These reports allow users to specify the Organization Level and/or Department required, as well as sorting options. The reporting relationships can be viewed with the Org Charting tool, and/or with ad hoc reports. These reports will likely address your requirements, and/or the ad hoc reporting tool can report on the information requested, as it is all maintained in the standard system.

4.5.18. Does your system have the ability to point out pay inequities? If so, please describe.

Response:
The information required to determine if there are pay inequities can be tracked in the standard system. The ad hoc reporting tool could be utilized to identify inequities based on your criteria, e.g. compare all males in a comparable job to female dominated jobs that were evaluated at the same worth to the County.

Requirements	Yes	Yes w/mod	No	
4.6. EEO / Compliance Reporting				
4.6.1. Maintain employee information relating to EEO, Vets-100, OSHA reporting	☒	☐	☐	
4.6.2. Produce all reports required by federal government agencies (EEO-1, INS, DOL)	☒	☐	☐	
4.6.3. Import and analyze census data:				We provide the ability to track census data on all employees/applicants/contractors, etc. Clients could set up user defined tables to track external data, and import values into these tables/fields to address this requirement. We are indicating the modifications may be required, as we do not

Requirements	Yes	Yes w/mod	No	
				have the details of your needs.
4.6.3.1. By race	☒	☒	☐	
4.6.3.2. By age	☒	☒	☐	
4.6.3.3. By sex	☒	☒	☐	
4.6.4. Complete and submit an EEO form on-line	☒	☐	☐	High Line provides you with the ability to generate EEO4 reports/files with the standard system, in the format required.
4.6.5. Determine a correlation between training and complaint load	☒	☒	☐	The information required to conduct this analysis can be tracked in the standard system. We have indicated that modifications may be necessary, as we do not have the details of your specific requirements.
4.6.5.1. Add specific training requirements on demand	☒	☐	☐	
4.6.6. Track compliance training requirements and determine who has not completed training	☒	☐	☐	
4.6.7. Notification of promotion (workflow) to all employees requiring compliance training	☒	☐	☐	
4.6.8. Analyze and model census data for EEO4 and 8 Factor reporting	☒	☒	☐	We have indicated that modifications may be necessary, as we do not have the details of your specific requirements.
4.6.9. Track EEO claims:				
4.6.9.1. Type	☒	☐	☐	
4.6.9.2. Resolution	☒	☐	☐	
4.6.9.3. Job Class	☒	☐	☐	
4.6.9.4. Issue	☒	☐	☐	
4.6.9.5. Date filed	☒	☐	☐	
4.6.9.6. Status	☒	☐	☐	
4.6.9.7. Supervisor	☒	☐	☐	
4.6.9.8. Department	☒	☐	☐	
4.6.10. Compare compensation for men and women in the same job class and job family	☒	☒	☐	
4.6.11. Generate turnover reports by race, age and sex	☒	☐	☐	
4.6.12. Track promotions by race, age and sex	☒	☐	☐	

Requirements	Yes	Yes w/mod	No	
4.6.13. Track employees, supervisors and managers who have received EEO training or other compliance training	☒	☐	☐	
4.6.14. Provide population distribution capability	☒	☒	☐	
4.6.15. Provide workforce analysis capability	☒	☐	☐	
4.6.16. Maintain the organization's current year's diversity goals	☒	☒	☐	

4.6.17. Suppose the County enacted a new certifications requirement that a class of employees (i.e. Medical Assistants) were required to complete by a certain deadline. How would your system track and handle this request?

Response:
We will work with you to determine the approach that suits you best, but a possible way of handling this is as follows:

- Set up course/classes in system to obtain certification prior to deadline and link to Job/Position for Medical Assistants
- Run a standard report provided with the system to identify all employees in the Medical Assistants Job/Positions that are missing competencies and email to their managers.
- Employees or their managers could request courses/classes on-line, via Self Service, to gain the certification required.

4.6.18. Have you established special rules regarding access to Police or Sheriff's Deputy files (e.g. based on the Peace Officers Bill of Rights)?

Response:
The system allows you to completely control access to employee information, to a field level, allowing clients to configure the system to address this requirement, with no special rules required.

4.6.19. How do you handle regulatory reporting changes (e.g. splitting Asian/Pacific Islander to Asian and Native Hawaiian/Pacific Islander)? What is the process? Is this included in your annual maintenance fee?

Response:
High Line commits contractually to providing our clients with the ability to handle Human Resources and Payroll related legislated requirements. When legislated changes like this occur, we enhance our software to support them and advise clients of the change. This is then included in a business patch and/or in the next annual release of the software. The cost is included in the maintenance fees.

Requirements	Yes	Yes w/mod	No	
4.7. Skills/Succession Planning				
4.7.1. Maintain skills inventory lists and competencies	☒	☐	☐	
4.7.2. Add competencies to standard listing	☒	☐	☐	
4.7.3. Report on employee population based on specific skill levels and proficiencies	☒	☐	☐	

Requirements	Yes	Yes w/mod	No	
4.7.4. Link skills/competencies and positions	☒	☐	☐	
4.7.5. Establish employee development plan	☒	☐	☐	
4.7.6. Search for incumbents based on skills, proficiencies, position and organizational data	☒	☐	☐	
4.7.7. Project and analyze succession information with report writing tools	☒	☐	☐	
4.7.8. Maintain indicators of verified supporting documentation	☒	☐	☐	
4.8. Employee relations				
4.8.1. Track grievances				
4.8.1.1. Type	☒	☐	☐	
4.8.1.2. Resolution	☒	☐	☐	
4.8.1.3. Job class	☒	☐	☐	
4.8.1.4. Issue	☒	☐	☐	
4.8.1.5. Date filed	☒	☐	☐	
4.8.1.6. Status	☒	☐	☐	
4.8.1.7. Supervisor	☒	☐	☐	
4.8.1.8. Department	☒	☐	☐	
4.8.2. Track service awards and anniversaries	☒	☐	☐	
4.8.3. Track investigations specific to an employee relations event	☒	☐	☐	
4.8.4. Support and record exit interviews via employee self-service	☒	☐	☐	
4.8.5. Automatically route completed exit interview to HR	☒	☐	☐	
4.8.6. Complete surveys online	☒	☐	☐	
4.8.6.1. Provide security/confidentiality features for survey completion	☒	☐	☐	
4.8.6.2. Store employee survey results	☒	☐	☐	
4.8.7. Maintain indicator for follow-up surveys	☒	☐	☐	
4.8.8. Perform survey data analysis; create extract for integration	☒	☒	☐	We have indicated that modifications may be necessary, as we do not have the details of your specific requirements.
4.8.9. Track disciplinary actions by employee and employee's responses to actions	☒	☐	☐	
4.8.10. Attach scanned documents to employee record	☒	☐	☐	

Requirements	Yes	Yes w/mod	No	
4.9. HR Reporting				
4.9.1. Generate standard HR reports:				
4.9.1.1. Labels	☒	☐	☐	These can be created by users with the end user reporting tool.
4.9.1.2. Before/After audit information (database audit)	☒	☐	☐	
4.9.1.3. Master list by department/location	☒	☐	☐	
4.9.1.4. Organizational entity name, address, phone, fax	☒	☐	☐	
4.9.1.5. Business telephone directory	☒	☐	☐	This can be created by users with the end user reporting tool.
4.9.1.6. Categorize work schedule using user-defined categories	☒	☐	☐	
4.9.1.7. New hires	☒	☐	☐	
4.9.1.8. Turnover analysis by user-defined criteria (department, supervisor, location)	☒	☒	☐	We provide a standard reports to detail new hires and terminations over a range in time, and/or users can create additional reports with the ad hoc reporting tool. We have also indicated that modifications may be required, as we do not have details of the 'user-defined criteria'.
4.9.1.9. Terminations, promotions, transfers	☒	☐	☐	
4.9.1.10. EEO-1, VETS-100	☒	☐	☐	An EEO4 is also provided with the standard system, which is the report you require we believe.
4.9.1.11. Headcount/census data positions	☒	☐	☐	
4.9.1.12. Salary increase planning worksheets	☒	☐	☐	
4.9.1.13. Other government compliance reports	☒	☐	☐	High Line commits to providing Human Resources and Payroll-related legislative reports, to a State level, as part of the standard system.
4.9.1.14. Distribution of increase by user-defined metrics	☒	☒	☐	We have indicated that modifications may be required, as

Requirements	Yes	Yes w/mod	No	
				we do not have details of the 'user-defined' metrics.
4.9.1.15. Employment verifications	☒	☐	☐	This could be handled in a variety of manners, e.g. configure a workflow to generate a standard letter containing information from the database.
4.9.1.16. Personnel actions	☒	☒	☐	We have the ability to report on Personnel Actions in the database with the standard reports and the ad hoc reporting tool. We have indicated modifications may be required, as we do not have the details of your requirements in this area, and some of our clients have requested custom forms to address this.
4.9.1.17. Employee profiles/turnaround document	☒	☒	☐	We provide a standard report to create employee profiles. We do not have sufficient details on your 'turnaround document' requirements, and are therefore indicating that modifications may be required.
4.9.1.18. Competency assessment scores	☒	☐	☐	
4.9.1.19. Succession planning report	☒	☒	☐	We have some reporting in this area. We are indicating modifications may be required, as we do not have sufficient details of your requirements.
4.9.1.20. Training enrollments report	☒	☐	☐	
4.9.1.21. Employee leave-of-absence report	☒	☐	☐	
4.9.1.22. Layoffs, layoffs with recall date	☒	☐	☐	This could be created by users with the ad hoc reporting tool.
4.9.1.23. Performance appraisals due	☒	☐	☐	
4.9.1.24. Vacation eligibility	☒	☐	☐	
4.9.1.25. Interface with organization chart software	☒	☐	☐	High Line has provided the ability to interface with Aquire's web-based organization chart software -

Requirements	Yes	Yes w/mod	No	
				OrgPublisher software, integrated in our standard system.
4.9.1.26. Position in salary range (by quartiles)	☒	☐	☐	This information can be viewed on-line, and reported on with a report created with the ad hoc reporting tool, if required.
4.9.1.27. YTD salary increases by type (merit, promotion, etc.)	☒	☐	☐	This information can be viewed on-line, and reported on with a report created with the ad hoc reporting tool, if required.
4.9.1.28. Applicant summary	☒	☐	☐	
4.9.2. Automatic/scheduled report generation	☒	☐	☐	
4.9.3. Download data to other applications for reporting	☒	☐	☐	
4.9.4. Query database	☒	☐	☐	
4.9.5. Model data such as job, employee, salary, etc.	☒	☐	☐	There are modeling tools provided with either the Salary Administration Module and/or the Forecasting & Costing module
4.9.6. Easy-to-use report writing tool and user interface w/ on-line help features	☒	☐	☐	

4.9.7. The County has a strong desire to analyze their population from a workforce planning perspective, including:

4.9.7.1. Describe your system's ability to isolate information by bargaining unit, job classification, in all the various attributes like premium pay, bilinguals (how many people, amount of $, years of service)?

Response:
The information specified – bargaining unit, job class, etc. are all key structural areas/fields in Personality, and the standard reports provide users with the ability to select and sort on this information, as appropriate. The ad hoc reporting tool can also be utilized by end users to easily create reports on any information in the database. Our clients advise that their end users are quite pleased with the ad hoc reporting tools, as it allows them to eliminate dependencies on the IT department for creation of reports.

4.9.7.2. Analyze reasons for retirement based on turnover data (and linking it to union negotiation dates and settlements)

Response:

All of the information required to conduct this analysis can be tracked in the standard system and reported on with either the standard reports and/or the end user reporting tool. We also provide the ability to create and have employees complete exit interviews. Special sets of questions could be created for retirees. The responses are maintained in the database and can be reported on, as required, in the same manner as any other field.

4.9.7.3. Compare classifications for positions (education, years of experience, unique skills, certifications, level of responsibility)

Response:

There is a standard report that provides details on Job/Position requirements such as those indicated. Any special logic to conduct 'comparisons' would have to be addressed with either the ad hoc reporting tool, or some other tool.

4.9.8. The current system does not allow for broad-based system metrics, which can be helpful, for example, when recruiting new hires. For example, which entry level jobs in the County require a B.A.? How would your system calculate this?

Response:

This information can be viewed on-line, and/or reported on with either the standard reports and/or the ad hoc reporting tool. The end user report writer is an excellent tool for conducting broad-based system metrics analysis/queries.

4.9.9. How can your system help with the analysis of negotiating labor proposals?

Response:

The Forecasting & Costing Module provides users with the ability to automatically generate all proposed costs for a budget or union contract year(s). This projection can include all rules defined. For example, the system will take all budgeted positions and utilize either the incumbents and their associated rules, or a template defined, to project the costs as if it calculated a payroll for each pay period in the period defined. The types of calculations can include determining anniversary dates, and automatically moving the employee to the next step in their scale on that date and recalculating the salary and any other cost increases due to salary change, e.g. benefit costs, employer portions of taxes, etc. This then becomes the baseline – if you do nothing else but apply your currently configured rules, this will be the cost for the period elected. Clients can then copy this baseline, and begin to conduct what if analysis, e.g. what if the rates (step increase) was different, what if the benefit rates changes, what if the premium calculation changed, what if their schedule changed, etc. There are no limits to the number of what if scenarios that can be conducted, or layers of a scenario (apply multiple what ifs in one scenario). Clients can utilize this tool during union negotiations to determine the impact of proposed changes 'accurately', in order to make the right decisions.

This forecasting tool can also be utilized for budgeting purposes, creating a file that can be exported to your financial system. It is also possible to conduct budget to actual variance analysis throughout the year, as well as costs to complete analysis based on actual trends.

4.9.10. If the County gave a raise to union A, how would you ensure that union B also got the increase in benefits/pay if there is an existing clause in union B that ties their benefits to those of union A?

Response:
This could be handled in several manners. One might be to link the same benefit plans/coverages to both Union A and Union B. We will work with you to determine the most effective approach and provide best practices recommendations during the implementation planning and system build phases of the implementation, to ensure the County utilizes the system in the most efficient manner.

4.9.11. How would your system tag benefits required for specific groups?

Response:
The system provides clients with the ability to configure a 'benefits schedule' of who gets what, tied to key structural areas such as entity, unit, group and status. These structures might be defined as follows – all employees in the entity of SBC, in the unit of Juvenile Detention (bargaining unit), in the group Full-time (this is a further definition of the bargaining unit), will get benefits A, B and C (user defined) on the appropriate effective date (again, this is a configuration). SBC can either automatically enroll the employee in benefits, or require that an election of coverage be entered and approvals, if required.

4.9.12. How does your system help with the administration or application of MOU provisions?

Response:
The system allows you to configure and automate all MOU provisions. The most common one is the ability to mass update salary scales by a percentage and/or a flat rate amount, by effective date. There is a program provided to do this. These rates can then be automatically updated to the appropriate Jobs, Positions and employee masterfiles, by effective date, with special rules applied, e.g. don't update overridden/red flagged jobs, only update active employees, etc. (these are user definable). Users can also update changes in union dues calculations, premium calculations, rates associated with either by effective date, changes to leave accruals, etc.

Requirements	Yes	Yes w/mod	No				
4.10. Employee development							
4.10.1. Maintain history of certifications,	☒	☐	☐				

Requirements	Yes	Yes w/mod	No	
licenses, degrees				
4.10.1.1. Include date of expiry for licenses	☒	☐	☐	
4.10.2. Maintain employee career planning data	☒	☐	☐	
4.10.3. Maintain unlimited employee training history	☒	☐	☐	
4.10.4. Maintain in-house training course data, schedules, curriculum	☒	☐	☐	
4.10.5. Future date training changes/transactions	☒	☐	☐	
4.10.6. Amount of tuition can be pre-defined for each course according to company rules/policies	☒	☐	☐	
4.10.7. Amount of tuition can be overridden	☒	☐	☐	
4.10.8. Retain unlimited tuition history	☒	☐	☐	
4.10.9. Provide on-line summary view of training and the ability to print training history/transcript.	☒	☐	☐	
4.10.10. Integrate with skills/succession planning data	☒	☐	☐	
4.10.11. Link specific training courses with annual performance (employee development) goals	☒	☐	☐	This can be configured as part of an individual development plan and/or part of a career ladder development plan.
4.10.12. Link training with specific projects or initiatives	☒	☐	☐	
4.10.13. Training and development by employee linked to current/future job and/or position	☒	☐	☐	
4.10.14. Training and certifications are linked to jobs/pay grades and track by employee	☒	☐	☐	The system provides the ability to define the training and certification required by Job (which is associated to a pay grade). It also provides the ability to maintain employee skills inventories, including training and certifications by effective (and expiration date, where appropriate). Employees are also associated) to a Job (typically through their Position), so the requirements and actual employee skills are linked, and any gaps can be identified.
4.10.15. Integrate curriculums with positions	☒	☐	☐	
4.10.16. Post class schedules and status (i.e. Open) on web site	☒	☐	☐	These are posted in Self Service for employees and managers (or anyone else the County wishes to

Requirements	Yes	Yes w/mod	No	
				allow access to, e.g. instructors)
4.10.17. Ability to print a catalog description from the web	☒	☐	☐	
4.10.18. Solicit and identify trainers if they have taught courses before	☒	☐	☐	
4.10.19. Track trainer competencies	☒	☐	☐	
4.10.20. Control release date for classes on web site	☒	☐	☐	
4.10.21. Administer the county's lending library of books and tapes (similar to public library model)	☒	☒	☐	The system provides the ability to track property issued to an employee, by effective and expiration date. Users define the types or property they wish to track. We may be able to utilize these features to address this requirement. We have indicated that modifications may also be required, as we do not know all of your requirements in this area.
4.10.22. Set date parameters for tuition history reporting	☒	☐	☐	This could be handled with predefined and/or user defined fields, configured as the dates required.
4.10.23. Flag individuals with common training requirements for training together (by job code and location)	☒	☐	☐	This could be identified with the ad hoc reporting/query tool.
4.10.24. Mass register training groups and ability to identify those members of the group who do apply for the class	☒	☒	☐	Mass registration would require a modification. We do provide the ability to report on all employees (or employees within a specific group) that have not taken a required training course, so we have answered Yes to a portion of this requirement. We also provide the ability to mass update groups of employees (by their entity, department, location, job, position) what training is required, if it is mandatory and the repeat interval.
4.10.25. Flag training groups for mass correspondence	☒	☐	☐	Mass correspondence could be addressed with a mailmerge to a letter/email.
4.10.26. Produce training "gap analysis" reporting	☒	☐	☐	
4.10.27. Create training programs to identify, recommend, and project training needs	☒	☐	☐	

Requirements	Yes	Yes w/mod	No	
4.10.28. Schedule classes and accept enrollment beyond current semester	☒	☐	☐	
4.10.29. Identify certain classes that are conducted by the local college and print enrollment application for college credit once participants have completed the class	☒	☒	☐	The system provides you with the ability to track classes conducted by external organizations. We do not know what is involved in the printing of enrollment applications, so we have indicated that modifications may be required.
4.10.30. Send outlook appointments to employees and trainers	☒	☐	☐	This is a features that has been committed to another client, and it will be available in the next major release.
4.10.31. Send email reminders to each registered employee	☒	☐	☐	This could be configured with a workflow.
4.10.32. Send out a questionnaire to each employee registered in a class to pre-identify expectations which will then be routed to the trainer(s)	☒	☐	☐	This could be handled by creating an assessment (questionnaire) that employees complete on-line. When they complete their assessment the trainer could be notified based on a workflow configuration.
4.10.33. Generate and maintain a “wait list” for each class as needed, visible to employees	☒	☒	☐	The County could automatically set the status to wait list, and then update only those employees approved. This information can be viewed on-line, as required.
4.10.34. Identify classes as “department classes” that will be developed and administered by each department	☒	☐	☐	
4.10.35. On-line enrollment supported by self-service with workflow routing for approvals	☒	☐	☐	
4.10.35.1. Provide drop down box and edits for billing information (department / fund / program)	☒	☒	☐	This is not currently available on training screens, but can be handled through entry on a timesheet, to process reimbursements/payments, if required. We have indicated that modifications may be required, as we do not have the details of your needs here.
4.10.36. Generate confirmation letters/email to enrollees	☒	☐	☐	This can be configured with a workflow.
4.10.37. Generate sign-in sheet	☒	☐	☐	This could be handled with the ad hoc reporting tool.

Requirements	Yes	Yes w/mod	No	
4.10.38. Ability to compare roster to actual attendees	☒	☐	☐	This could be done on-line or with an ad hoc report.
4.10.39. Generate name tags, roster, and other documents	☒	☒	☐	There are standard reports to generate rosters. We do not know the details of what is involved to print your name tags or 'other documents', so we are indicating that modifications may be required.
4.10.40. Generate certificates for attendees who complete the class	☒	☐	☐	This can be configured with a workflow.
4.10.41. Generate certificate based on a set of classes (e.g. Certificate program based on a set of 4-6 classes)	☒	☒	☐	This may be possible with a workflow if the classes were configured as a development program. We do not know the details of what is involved here, so we are indicating that modifications may be required.
4.10.42. Generate post-class survey and send via email for those who do not complete after class	☒	☒	☐	The system provides the ability to define an assessment that can be completed on-line by employees. Workflow could be configured to notify employees that they are required to complete an assessment, and these will only be generated if the employee has not completed it during class.
4.10.43. Survey supervisors of class attendees	☒	☐	☐	The same approach as defined above can be used to survey supervisors.
4.10.44. For trainer to enter grades for each attendee	☒	☐	☐	
4.10.45. Workflow surrounding requests for cancellations				Workflows can be triggered bas on events occurring.
4.10.45.1. Cancellations	☒	☐	☐	
4.10.45.2. Next student on wait list	☐	☒	☐	
4.10.45.3. Administrator override abilities	☒	☐	☐	
4.10.46. Ability to import training data currently maintained in Microsoft access	☒	☒	☐	We provide conversion utilities to import training data. We have indicated that modifications may be required, as we do not have all of the details regarding your needs.
4.10.47. Ability to track 3rd party providers	☒	☐	☐	
4.10.48. Generate journal entry to general	☒	☐	☐	

Requirements	Yes	Yes w/mod	No	
ledger to bill department for training costs				
4.10.49. Facilitate creation of invoices to outside agencies and/or 3rd parties	☐	☒	☐	
4.10.50. Track all training costs:				
4.10.50.1. By class	☒	☐	☐	
4.10.50.2. By department	☒	☐	☐	
4.10.50.3. By employee	☒	☐	☐	

4.10.51. The County has a very successful program which encourages employees to earn college credit while taking County-sponsored training sessions. In order for employees to earn college credit they must complete a college enrollment form, which must be faxed to the college. Please describe how your system would allow County employees to fill out a college enrollment form on-line and then allow the administrator to print the form so that it can be faxed to the college.

Response:
There are likely many options to accomplish this with features provided with the system. We will work with you to apply best practices to determine the most efficient approach during the implementation planning and system build. A couple of options might be to provide a link to the college's web-site area where the application form can be completed on-line, from Self Service, and directly submitted to the college (if they provide this option). Another possibility – attach an electronic version of the form to the appropriate function in Self Service, and have the employee complete the form on-line. The administrator could be notified via workflow that forms have been completed, and then print them and fax them to the college.

4.10.52. The County would like to analyze how training has impacted promotions and performance. Please describe how this could be accomplished with your system.

Response:
The information required to conduct this analysis can be tracked in the system. Using the ad hoc reporting tool, users could identify employees within a group, including who had received training and who had not. For this same group of employees they could identify who had received promotions and the performance ratings. This information could be utilized to compare those receiving training to those that had not within the group, to determine if there was an improvement on the number of promotions and overall performance ratings.

Requirements	Yes	Yes w/mod	No	
4.11. Professional designations/associations				
4.11.1. Maintain employee designations achieved	☒	☐	☐	
4.11.2. Maintain employee association memberships	☒	☐	☐	

Requirements	Yes	Yes w/mod	No	
4.11.3. Track all employee licenses	☒	☐	☐	

4.12. Time & Attendance

4.12.1. Do you offer your own Time & Attendance module? If not, do you have the ability to partner with other vendors for time & attendance functionality? Please describe the partnership/ functionality of the system.

Response:
One of the key strengths of High Line's solution is the fact that it was designed as an 'integrated' Human Resources, Payroll and Time & Attendance solution, eliminating the duplication of effort, data redundancy and need for synchronization required by solutions that were not designed to work together. We provide very robust Time & Attendance features in the standard system, utilizing portions of a number of modules, including the Foundation, Attendance, Time Scheduling, Time Management Self Service and Workflow Modules. Other modules may also impact Time & Attendance, e.g. Training & Development, for employee training classes that need to impact their scheduled work time. We have provided an overview of these modules in Section 4.

The solution allows clients to preset work rules for employees to automatically generate their time (in either hours or with start/stop times), including standard and/or unique work patterns, shifts and rotations. The Time Scheduling Module also allows users to define their work areas, work teams, and required posts to be filled (other Counties utilize this in areas such as Juvenile Detention, Jails, Nursing Homes – areas where minimum staffing, complex schedules, etc., are required). Posts can be automatically filled based on user defined rules, e.g. seniority, bidding, day off preferences, etc. Schedulers can manually fill posts selecting from lists of qualified employees (this could include whether they have the required licenses/certifications). The system can identify vacancies in mandatory posts and track calls made and whether the employee accepted, declined or did not respond in each instance. If the employee accepts, the post will be automatically filled with their details. The system can also be used to manage trades, if required.

Whether or not the Time Scheduling Module is utilized/required (some clients use it only for certain groups of employees), the system provides you with the ability to generate electronic timesheets for employees and/or timekeepers. Clients can control whether employees have the ability to make changes to their timesheets, or simply submit requests for changes. When changes are made, rules will be applied at the point of entry, e.g. if an employee works more than 8 hours in a day, the additional time will be automatically moved to over-time, following the rules configured. Clients can configure rules related to over-time on a daily, weekly and continuous days basis. There can be multiple bands, e.g. > 8 hrs at 1.5 times regular rate and >12 hrs at 2.0 times regular rate. Using start/stop times, clients can also establish rules regarding shift premiums, lunch breaks, etc. We have provided a tailorable clock in/out form to allow employees to clock in and out via their PC or a kiosk. The clock punches can generate timesheets, and/or be compared against the employees schedule. Rules can be configured regarding tolerances and rounding, e.g. if they clock in a 8 minutes past their normal shift start time, they will be docked 15 minutes.

High Line also provides an interface to Control Module Inc.'s (CMI) clocking devices, to allow employees to clock in and out with external devices, e.g. punch clocks, badge swipes, wanding devices (bar codes), biometrics, etc. We will provide you with more information on these options at your request.

Employees and/or timekeepers can make adjustments to their electronic timesheets (this is controlled by security), and then submit their timesheet for approval. As noted above, all rules are applied at the point of entry so the employee/timekeeper can view the results, including leave requests. The appropriate person can be notified that they need to approve the timesheet(s) via workflow. Approvals can be made through Self Service (or the person can not approve and send a notification to the employee), and once approved, the timesheets can be converted to payroll transactions for processing purposes. These will be processed with the Payroll Module provided, or we can create a file containing this information to be sent to an external payroll provider, e.g. the County's legacy payroll system.

From an 'Attendance' standpoint, employees can request leaves ahead of time. At the time the leave is requested, rules be applied to not allow them to request more than what is in their bank. Another option is to allow excess requests to be submitted for special approval. Configurations can also be defined to control what happens with excess leave requests, e.g. roll to another bank (from Sick to Vacation to LWOP, for instance), or automatically move to LWOP. Once a leave is approved, it will be automatically reflected on the timesheet for the appropriate pay period. Employee/timekeepers can also enter leaves directly on the timesheet and apply the same type of excess leave request logic/controls. The system fully manages FMLA leaves according to legislated requirements as well, including rolling calendars.

Utilizing our Payroll Module, FLSA calculations can also be automatically applied based on the timesheet information, including FLSA periods that do not match a pay period or weekly calendar.

There are audit controls throughout this process, and all changes made are tracked by the user making the change, the date and time the change was made and a before and after picture of the data. Users can report on this information as required.

We would be pleased to provide you with additional information on our Time & Attendance features and functionality, upon request.

Benefits Administration Requirements

Requirements	Yes	Yes w/mod	No	
5.1. Enrollment				
5.1.1. Allow web and IVR-enabled employee self-service for enrollment	☒	☒	☐	The system provides features to allow clients to offer benefit enrollment via Self Service. We do not have the details regarding your IVR enrollment requirements and therefore have indicated that modifications are required to address this.
5.1.2. Allow Summary Plan Descriptions and Legal Plan Documents to be posted online	☒	☐	☐	
5.1.3. Produce enrollment forms to vendors	☒	☒	☐	We do not have the details regarding your requirements regarding the enrollment forms and therefore have indicated that modifications are required to address this.
5.1.4. Workflow for verification of benefits enrollment by benefits department	☒	☐	☐	
5.1.5. Produce enrollment confirmation statements including copay and deduction amount	☒	☒	☐	There are standard reports provided with the system that include the enrollment information and confirmation statements are provided as well. We have indicated that modifications are required to add additional columns such as copay. This may also be able to be handled with a mailmerge, with workflow.
5.1.6. Tailored communication to specific populations (employee group, location, department) via the use of pop-up windows or some other effective method	☒	☒	☐	Workflow can be configured to generate pop up alerts based on events occurring. We do not have the details regarding your requirements here and therefore have indicated that modifications are required to address this.
5.1.7. Establish payroll deductions based on plan enrollment	☒	☐	☐	
5.1.8. Restrict enrollment or changes in enrollment due to:				
5.1.8.1. Enrollment period	☒	☐	☐	
5.1.8.2. Date of last enrollment change	☒	☐	☐	This could be configured with a

Requirements	Yes	Yes w/mod	No	
				user calculation.
5.1.8.3. Length of service	☒	☐	☐	
5.1.8.4. Dependent age	☐	☒	☐	
5.1.9. Ability to provide online consumer decision support tools	☒	☐	☐	
5.1.10. Ability to offer custom benefit options based on:				
5.1.10.1. Bargaining Unit	☒	☐	☐	
5.1.10.2. Department	☒	☐	☐	
5.1.10.3. Job	☒	☐	☐	
5.1.10.4. Occupational category	☒	☐	☐	
5.1.11. Ability to provide e-mail notifications and alerts to employees based on employee benefit election changes	☒	☐	☐	
5.1.12. Support default enrollment for multiple benefit programs	☒	☐	☐	
5.1.12.1. New employees who have never enrolled in benefits receive default coverage	☒	☐	☐	
5.1.12.2. Previous enrollees default to current coverage for the following year unless they make an active election to discontinue coverage	☒	☐	☐	
5.2. Benefits tracking				
5.2.1. Track benefit eligibility based on age, date of hire, and bargaining unit representation	☒	☐	☐	
5.2.1.1. Health plan coverage begins on the first day of the month following the first full pay-period worked	☒	☐	☐	We currently provide the ability to specify the specific date within the month that the employee must be hired by in order for the month to qualify in the eligibility calculation. Eligibility rules can also be defined to indicate the number of days, weeks, pay periods, months and years after the hire date, as well as to the nth day in the following month, quarter, year, etc. We believe this will address your requirements, but if not, either a user calculation configuration or modifications will be required.
5.2.1.2. Optional term life and accident insurance begins on the first day of the bi-weekly pay period on or after the first date of employment	☒	☐	☐	

Requirements	Yes	Yes w/mod	No	
5.2.1.3. Dependents eligible if less than 19 years of age or less than 23 with 50% support of parents	☒	☒	☐	Typically employees or users enroll employees in the appropriate ‘coverage’, e.g. single, dependent + 1, etc. If you wish the system to enroll the employee in the appropriate coverage based on dependent age, this would require modifications.
5.2.1.4. Different coverage level for different bargaining units	☒	☐	☐	
5.2.2. Ability to identify enrollment options based on life events	☒	☐	☐	
5.2.3. Permit disabled dependents beyond the age of 23	☒	☐	☐	
5.2.4. Permit court-ordered coverage for dependents	☒	☐	☐	
5.2.5. Ability to make mass changes	☒	☐	☐	
5.2.6. Notification workflow for non-disabled dependents when they reach the age of 23	☐	☒	☐	
5.2.7. Produce automatic notification for cancellation of coverage due to age attainment	☒	☒	☐	Age of employee notification can be addressed with a workflow. A new trigger will be required to automate workflows based on age of dependents.
5.2.8. Ability to record waived coverage	☒	☐	☐	
5.2.9. Ability to enter employee future dated enrollment data	☒	☐	☐	
5.2.10. Ability to make retroactive changes to employee benefit records, and have billing system reflect those changes	☒	☒	☐	Retroactive changes can be addressed with the standard system. We have indicated modifications may be required as we do not have sufficient details regarding billing system.
5.3. Employee data maintenance				
5.3.1. Produce benefit statements (individual or group)	☒	☐	☐	This can be handled with either the standard reports or a mailmerge approach.
5.3.2. Maintain plan election changes	☒	☐	☐	
5.3.3. Maintain history of all plan elections	☒	☐	☐	
5.3.4. Maintain information regarding waiver of coverage including date waived	☒	☐	☐	
5.3.5. Maintain employee data impacting:				
5.3.5.1. Marital status	☒	☐	☐	
5.3.5.2. Dependent changes	☒	☐	☐	
5.3.5.3. Salary changes	☒	☐	☐	

Requirements	Yes	Yes w/mod	No	
5.3.5.4. Position within the organization	☒	☐	☐	
5.3.5.5. Seniority/creditable service	☒	☐	☐	
5.3.6. Provide for change in dependent status	☒	☐	☐	
5.3.7. Identify newly eligible employees - track by hours worked (e.g. for FMLA tracking)	☒	☐	☐	
5.3.8. Identify newly eligible employees by length of service and age	☒	☐	☐	
5.3.9. Maintain dependent beneficiary information, including name, SSN, relationship, age, address (including ability to maintain multiple beneficiaries)	☒	☐	☐	
5.3.10. Maintain beneficiary data by plan	☒	☐	☐	
5.4. Plan maintenance				
5.4.1. Set up unlimited number of plan types, plans, and coverage codes	☒	☐	☐	
5.4.2. Maintain benefit plan for closed groups	☒	☐	☐	
5.4.3. Maintain multiple company level plan data:				
5.4.3.1. Options	☒	☐	☐	
5.4.3.2. Coverage	☒	☐	☐	
5.4.3.3. Eligibility	☒	☐	☐	
5.4.3.4. Costs	☒	☐	☐	
5.4.4. Define user specific plan eligibility tests	☒	☐	☐	
5.4.5. Define costs of various benefits	☒	☐	☐	
5.4.6. Perform “what-if” modeling for company vs. Employee costs	☒	☐	☐	
5.4.7. Calculate plan maximums and minimums	☒	☐	☐	
5.5. Benefits processing				
5.5.1. Calculate employee/employer contributions each pay cycle – pre- and post-tax	☒	☐	☐	
5.5.2. Record pre-tax and after-tax elections	☒	☐	☐	
5.5.3. Report by plan and/or division the employer costs, employee costs, premium costs, total costs and accruals	☒	☐	☐	
5.5.4. Provide updated employee eligibility data to outside vendors	☒	☐	☐	
5.5.4.1. Provide biweekly interface for health and welfare:	☒	☒	☐	We have tools to allow users to configure files in the format required for benefit carriers. We have indicated that modifications may be necessary, as we do not have the details of your requirements in this area.
5.5.4.1.1. Blue Shield	☒	☒	☐	See note above
5.5.4.1.2. Wellpoint	☒	☒	☐	See note above.

Requirements	Yes	Yes w/mod	No	
5.5.5. Update insurance coverage on salary change and bargaining unit change	☒	☐	☐	
5.5.6. Terminate coverage based on plan rules	☒	☐	☐	
5.5.7. Maintain and report on benefits history	☒	☐	☐	
5.5.8. Maintain benefits deductions in arrears	☒	☐	☐	Arrears calculations can be automated through the integration of our benefits and payroll modules.
5.5.9. Accumulate residual in arrears	☒	☐	☐	
5.5.10. Ability to generate benefits billing statements	☒	☒	☐	We have indicated that modifications may be necessary, as we do not have the details of your requirements in this area.
5.5.11. Automatically create letters for biweekly billing (varying letters based on time-related criteria (i.e., 3 payments in arrears))	☒	☒	☐	This may be able to be handled with a mailmerge. We have indicated that modifications may be necessary, as we do not have the details of your requirements in this area.
5.5.12. Process partial deductions	☒	☐	☐	This can be automated through the integration of our benefits and payroll modules
5.5.13. Ability to suspend deductions without coverage termination	☒	☐	☐	
5.6. COBRA				
5.6.1. Provide notification process to outside vendor using separation key or other qualifying event	☒	☒	☐	This may be able to be handled with a workflow configuration. We have indicated that modifications may be necessary, as we do not have the details of your requirements in this area.
5.7. Insurance coverage				
5.7.1. Define costs of various benefits, broken down by segment, including:				
5.7.1.1. Medical	☒	☐	☐	
5.7.1.2. Dental	☒	☐	☐	
5.7.1.3. Group life insurance	☒	☐	☐	
5.7.1.4. Vision	☒	☐	☐	
5.7.1.5. Accident	☒	☐	☐	
5.7.1.6. Voluntary group life	☒	☐	☐	
5.7.1.7. STD / SDI	☒	☐	☐	
5.7.1.8. LTD	☒	☐	☐	
5.7.1.9. Flexible spending accounts	☒	☐	☐	
5.7.2. Ability to add/modify benefits on an ongoing basis	☒	☐	☐	

Requirements	Yes	Yes w/mod	No	
5.7.3. Define maximum limits for plans and policies				
5.7.3.1. Pre-tax deductions	☒	☐	☐	
5.7.3.2. After-tax deductions	☒	☐	☐	
5.7.4. Interface with payroll for automatic payroll deductions	☒	☐	☐	
5.7.5. Define maximum benefit entitlement	☒	☐	☐	
5.7.5.1. Group life insurance:				
5.7.5.1.1. Variable coverage depending on bargaining unit	☒	☐	☐	
5.7.5.2. Voluntary group life:				
5.7.5.2.1. Available in multiples of $10,000 up to 5x annual base pay with a maximum of $500,000	☒	☐	☐	
5.7.5.2.2. Spouse is limited to a maximum of 50% of employee coverage	☒	☐	☐	
5.7.5.2.3. New employees are guaranteed up to $100k, spouse is limited to $10k	☒	☐	☐	
5.7.5.3. STD / SDI:				
5.7.5.3.1. Collected at California state rates	☒	☐	☐	
5.7.6. Provide life insurance by age, non-smoker/smoker, with appropriate deduction	☒	☐	☐	
5.7.6.1. Flat amount	☒	☐	☐	
5.7.7. Provide on-line access to benefits history	☒	☐	☐	
5.7.8. Establish employee and/or employer contribution as a flat amount or percentage of earnings	☒	☐	☐	
5.7.9. Define and maintain eligibility criteria by:				
5.7.9.1. Age	☒	☐	☐	
5.7.9.2. Gender	☒	☐	☐	
5.7.9.3. Bargaining unit	☒	☐	☐	
5.7.9.4. Years of service	☒	☐	☐	
5.7.9.5. Years of plan participation	☒	☐	☐	
5.7.9.6. Full-time or part-time	☒	☐	☐	
5.7.9.7. Dependent/beneficiary information	☒	☐	☐	
5.7.9.8. Plan options	☒	☐	☐	
5.7.10. Deduct premiums based on:				
5.7.10.1. Age	☒	☐	☐	
5.7.10.2. Flat amount per unit of coverage	☒	☐	☐	
5.7.10.3. Coverage type	☒	☐	☐	
5.7.10.4. Earnings	☒	☐	☐	

Requirements	Yes	Yes w/mod	No	
5.7.10.5. Employee and employer costs	☒	☐	☐	
5.7.11. Handle eligibility rules and reject attempt to enroll unqualified employees:				The system provides you with the ability to configure rules regarding what plans/coverages employees are eligible for. Employees will not be presented with plans they are not allowed. Once they are eligible, each pay period additional criteria can be verified in the benefit calculation, e.g. minimum hours required for coverage.
5.7.11.1. Length of service	☒	☐	☐	
5.7.11.2. Age and rates	☒	☐	☐	
5.7.11.3. Benefit group	☒	☐	☐	
5.7.11.4. Disability indicators	☒	☐	☐	
5.7.11.5. Hours worked	☒	☐	☐	
5.7.12. Add or change participant information	☒	☐	☐	
5.7.13. Log single or multiple beneficiary information by plan	☒	☐	☐	
5.7.14. Maintain beneficiary data by plan:				Beneficiary data is maintained in one place, and then linked to the various benefit plans, as required.
5.7.14.1. Name	☒	☐	☐	
5.7.14.2. Birth date	☒	☐	☐	
5.7.14.3. SSN	☒	☐	☐	
5.7.14.4. Addresses	☒	☐	☐	
5.7.14.5. Relationship	☒	☐	☐	
5.7.14.6. Spousal consent form indicator	☒	☐	☐	
5.7.15. Display participant monies online				
5.7.15.1. Medical reimbursement	☒	☐	☐	This information can be entered into the benefits module directly, or keyed/loaded through our payroll module.
5.7.15.2. Dependent reimbursement	☒	☐	☐	
5.7.16. Calculate benefit eligible wages differently for each plan	☒	☐	☐	
5.7.17. Track employee status; active, medical leave, layoff, disabled, transfer, termination, other	☒	☐	☐	
5.7.18. Provide employee data to outside vendors where appropriate	☒	☒	☐	We have indicated that modifications may be necessary,

Requirements	Yes	Yes w/mod	No	
				as we do not have the details of your requirements in this area.
5.8. Benefits billing & reconciliation				
5.8.1. Provide self-generated bills by plan with census and premium payments for employees at work and on leave	☒	☒	☐	We have indicated that modifications may be necessary, as we do not have the details of your requirements in this area.
5.8.2. Provide ability to make retroactive changes to billed amounts	☒	☐	☐	
5.8.3. Manage eligibility and enrollment with variable benefit rate structures	☒	☐	☐	
5.8.4. Provide secure transmission of eligibility data to carrier	☒	☒	☐	We have indicated that modifications may be necessary, as we do not have the details of your requirements in this area.
5.8.5. Provide ability to track and reconcile benefits to carrier data including eligibility, rates, coverage levels, and status changes at different points in time	☒	☐	☐	
5.8.5.1. Provide reconciliation statistics	☒	☒	☐	We have indicated that modifications may be necessary, as we do not have the details of your requirements in this area.
5.8.5.2. Provide ability to export reconciliation statistics to Excel	☒	☒	☐	See note above. Any information tracked in the system and/or calculated with the ad hoc reporting tools can be easily exported to excel.
5.9. Benefits Reporting				
5.9.1. Generate benefits reports, for example:				
5.9.1.1. Historical benefit enrollment	☒	☐	☐	
5.9.1.2. Plan eligibility listings	☒	☐	☐	
5.9.1.3. Employee and employer insurance premium reports	☒	☐	☐	
5.9.1.4. Plan enrollment	☒	☐	☐	
5.9.1.5. Employee plan suspension/resumption	☒	☐	☐	
5.9.1.6. Annual statements	☒	☐	☐	
5.9.1.7. Before/after audit information	☒	☐	☐	
5.9.1.8. Exception reports	☒	☐	☐	
5.9.1.9. Future eligibles	☒	☐	☐	
5.9.1.10. Form 5500 reporting	☐	☒	☐	We do not currently include this form in the system. High Line commits to providing clients with the ability to handle legislated reporting related to Human

Requirements	Yes	Yes w/mod	No	
				Resources and Payroll. If this report falls under this criteria it will be included in the standard system at no additional cost.
5.9.1.11. Employee confirmation statements	☒	☐	☐	
5.9.1.12. Census reporting by plan to support self-billing process	☒	☒	☐	We have indicated that modifications may be necessary, as we do not have the details of your requirements in this area.
5.9.1.13. Create census data for various dates	☒	☐	☐	
5.9.1.14. Perform "what-if" analysis	☒	☐	☐	
5.9.1.15. Eligibility and cost data for renewal negotiations	☒	☐	☐	
5.9.1.16. Excel import/export	☒	☐	☐	
5.9.1.17. Flexible reporting tool	☒	☐	☐	
5.9.1.18. Automatic report generation	☒	☐	☐	
5.9.1.19. Ability to download all data	☒	☐	☐	
5.9.1.20. Ability to create labels	☒	☐	☐	This can be handled with the ad hoc reporting tool.
5.9.2. Trigger report for eligibility changes	☒	☐	☐	This can be handled with either the standard report or the ad hoc reporting tools.
5.10. Leave administration				
5.10.1. Collect and maintain employee leave data:				
5.10.1.1. Actual start and end dates	☒	☐	☐	
5.10.1.2. Leave type (paid, unpaid, partially paid)	☒	☐	☐	
5.10.1.3. Reason(s) for leave	☒	☐	☐	
5.10.2. Track and support FMLA	☒	☐	☐	
5.10.3. Track unlimited leave history	☒	☐	☐	
5.10.4. Support unlimited number of plans/programs	☒	☐	☐	
5.10.5. Support online calculations of leave accrual rules	☒	☐	☐	
5.10.6. Perform automatic calculation/update of employee's accruals according to defined policies	☒	☐	☐	
5.10.6.1. Track probation date	☒	☐	☐	
5.10.6.2. Track anniversary month (for merit purposes)	☒	☐	☐	
5.10.7. Generate the appropriate forms automatically to advise carrier, managers, etc. Of leave end	☒	☒	☐	We have indicated that modifications may be necessary,

Requirements	Yes	Yes w/mod	No	
dates/events				as we do not have the details of your requirements in this area.
5.10.8. Provide a year-end rollover calculation and process for leave plans	☒	☐	☐	
5.10.9. Record leave balances by employee	☒	☐	☐	
5.10.10. System advises user when employees are due to progress to the next type of leave	☒	☐	☐	
5.10.11. System advises user when employees are due to return from leave	☒	☐	☐	This can be handled with a workflow configuration.
5.10.12. Generate analytics for leaves by department, job, supervisor, etc.	☒	☐	☐	There are standard reports provided to product reports on leave information. These can be sorted by key structural areas, such as those mentioned. The ad hoc reporting tool can be utilized to generate report where you have additional requirements.
5.10.13. Track payments for those on leave	☒	☐	☐	
5.10.14. Ability to automatically flag events:				
5.10.14.1. Flag when benefits not paid	☒	☐	☐	This can be automated with our payroll module.
5.10.14.2. Flag at 6 months and 12 months	☒	☐	☐	A notice could be generated in payroll or report form and/or with a workflow configuration.
5.10.14.3. Flag at return date	☒	☐	☐	Workflow can be configured to generate this notification.
5.10.14.4. Flag if no return to work date	☒	☐	☐	Workflow
5.10.14.5. Flag at moving review date	☒	☐	☐	Workflow
5.10.14.6. Flag when FMLA hours are used	☒	☐	☐	Workflow
5.10.14.7. Flag if medical cert not entered	☒	☐	☐	Workflow
5.10.15. Track eligibility for FMLA based on hours worked	☒	☐	☐	This can be automated with our payroll module.
5.10.16. Automatic update of review dates	☒	☐	☐	
5.10.17. Automatic generation of forms and LOA report	☒	☐	☐	We have indicated that modifications may be necessary, as we do not have the details of your requirements in this area.
5.10.18. Fields to store custom information	☒	☐	☐	

5.11. Other:

5.11.1. How does the system help clients administer FMLA/CFRA leave requests?

Response:
The system allows clients to fully automate their FMLA/CFRA rules. There are 4 formula options – 12 month rolling calendar looking forward or backwards, calendar year-based or anniversary-based. When an employee/timekeeper enters FMLA qualified time on an employee's timesheet the system will automatically check if they are eligible for FMLA, and if so, is there an active FMLA bank; if not, an FMLA bank will be created (following the option elected – based on 4 choices). The time entered can also be validated against other banks, e.g. if it's FMLA qualified Sick Time, the time entered will also validate against the Sick Bank, and if there is insufficient time it will roll to any cascading banks defined, e.g. Vacation Bank, and/or LWOP. The rules for CFRA will be automatically applied at the same, time, but the annual amounts of entitlement are typically different. The next time an employee takes FMLA qualified leave, the system will automatically check this against the FMLA Bank (and associated banks, as indicated above), and validate whether they have taken more than the annual limit, e.g. 12 weeks for FMLA, issuing a warning if this is the case. Alerts can also be generated to the appropriate staff.

5.11.2. The County manually bills employees that are on leave for their benefits each biweekly pay period. Most employees owe for multiple pay periods. How would your system generate current bills for all amounts due each pay period? How would your system record partial payments and adjust the premium amount due? How would it advise HR staff of employees that did not pay their last invoice?

Response:
This system can automatically generate the employee portions (and rules can vary when employees are on leaves) due each period. Generation of a bill/invoice may be able to be handled with a mailmerge approach (or we could explore creating a file that is sent to your A/R system . The employee can be processed through a benefit calculation – either with the active employee calculations or separately. If the employee has no earnings, the amount owed can be automatically placed into arrears. Employee payments can entered/loaded into the system, offsetting the arrears amounts. Either the standard reports and/or the ad hoc reporting tool can be utilized to track partial payments as well as outstanding balances due. Amounts owing and payments are tracked by effective date, allowing clients to create reports with details on the aging of past due balances.

5.11.3. How would you handle a dependent who has exceeded the age of coverage?

Response:
The system allows you to track all dependent information. This could be reported on, as required, with the ad hoc reporting tool to generate notices of dependents exceeding the age limits. Another option would be to enhance the standard system to allow the automatic generation of workflow alerts when this occurs.

5.11.4. Please describe the procedure for enrolling a new employee in Benefits. What is required of the County and what is required of the employee?

Response:

There are many options available to address this requirement. We will work with you during the implementation planning session and the system build to determine the most efficient manner for the County to address this requirement, and there may be multiple approaches, depending on the department, type of employee, etc. The system provides the ability to automatically enroll employees in any mandatory benefits, by effective date (according to your effective date rules). The system also allows you to configure 'who gets what' rules, based on the unit, group, Position, Job, location, etc. Employees can elects coverages allowed via Self Service – they simply sign onto the system, and review the benefit options, electing the ones they require. Clients can configure the system to require review/approval of the benefits elected, prior to them updating the database, if required.

Business Case Scenarios: Compensation

Scenario 1 – Payroll Integration

6.1 Objective: To implement an HRMS that integrates as closely as possible with our in-house SQL payroll system.

Process: Currently all of the County's employee data is stored within the payroll system, but the payroll system does not track all of the data we want and reporting is somewhat limited.

6.1.1. Describe how your system would integrate with our existing SQL based payroll system. Include how dynamic the interface would be and how it would handle feeding information to payroll for functions such as new hires, salary changes, benefit changes, etc.

Required:

High Line provides clients with a Generic Payroll Interface feature that allows you to configure files containing employee masterfile information to be sent to an external payroll processing system. Based on our experience in this area, we also offer a Limited Payroll Module to allow some payroll rules to be applied, and the creation of an additional file that is passed to the external payroll system, including payroll-related information, e.g. arrears calculations, retro-active pay calculations, etc. We have clients that have used this functionality to interface with service bureau solutions such as ADP or Ceridian, but it can be used to interface with any external payroll system. The interface could be as dynamic as the County requires, as our programs can be scheduled to run as often as required, e.g. every minutes, hour, week, after every payroll cycle, etc.

6.1.2. Describe how your system would allow us to combine information from our payroll system such as lost time, overtime, and attendance and then merge that data with information from your HRMS to provide reports that show overtime usage by supervisor, lost time by work location, or similar combinations.

Required:
We provide clients with the ability to load payroll transactions from external systems into Personality. This functionality could be utilized to load the information such as the examples provided from your legacy payroll system into Personality. This information could then be reported on, as required, with either the standard reports or the ad hoc reporting tool.

6.1.3.How would your integration solution ensure the integrity of data in the two systems?

Required:
We will work with you to ensure we identify all of the touch points and integration/interface issues during the implementation planning session. Based on our experience, we typically recommend that in situations such as this, Personality becomes the system of record for all employee masterfile information, and the legacy payroll system becomes the system of record for all payroll history. We indicated above that we provide tools to generate files to send the information required to the legacy system, as well as import payroll transactions. We could provide links to the legacy system from Personality, if required, to allow it to be accessible from the Personality menus. It is also possible to create reports comparing the two systems, for integrity purposes, if required.

Scenario 2 – Manager Self-Service

6.2 Objective: To easily provide meaningful workforce data to line managers on both a regular and as needed basis

Process: Currently requests for workforce data are funneled through a small group of people who then do their best to generate and distribute this information.

Required:
We will work with you during the implementation planning session and the system build to apply best practices to ensure that we implement the most efficient solution to this requirement. Based on our experience we typically recommend that managers are provided with Self Service access to the information required. This information can be published automatically, as often as required, and/or we could provide managers with the ability to generate their own reports/analytics. The easiest way to roll this type of functionality out is to provide managers with a dashboard feature that allows them to enter their selection and sorting criteria, as well as other appropriate criteria, and generate their own reports. Minimal training is required to allow them to utilize these features.

6.2.1. Describe your Manager Self-Service capabilities and functionality.

Required:
Please refer to Section 4.12 where we have provided an overview of our Self Service features. Basically, clients can choose what information they wish managers to have access to. The system is completely configurable, and access is controllable through security features. Clients can control what information employees/managers are allowed to see, what changes they can make, and if they make changes, whether approvals are required before the change applies to the masterfile. There are no limits to the number of approvals that can be required.

6.2.2. Describe the report writing tools that are available to managers and describe how those tools will allow managers with limited technical skills to easily create standard and ad-hoc reports on a wide variety of workforce data. Describe how managers would be able to create reports that include data from both HRMS and the payroll system. For example, how easy would it be for a manager to generate a report that identified which of his/her workgroups(HRMS data) was using the most overtime(Payroll data).

Required:
There are standard reports provided with the system. These reports can be initiated by managers, as required, allowing them to specify their selection criteria, sorting options, etc. We also provide a very end user friendly, easy to use, graphical ad hoc reporting/query tool. Clients can use the reporting tool of their choice, and if you choose to utilize a tool that we to not support, e.g. Crystal, we will teach you how to filter through the security rules defined, so that this does not

have to be reconfigured. Our best practices recommendation is that we provide managers with access to Self Service, and through this user friendly portal, present functions that allow them to generate the reports they require, as of the date necessary, e.g. daily. We could even include the ability to prompt them for preset criteria, with drop down lists of options, etc. As noted above, if the County wishes to continue utilizing their legacy payroll solution, we would recommend importing key payroll transactions into Personality, to allow reporting from a single database. This would be the most cost effective, almost training free solution to this requirement.

6.2.3. Describe the level of configurability of the Manager Self-Service screens. For example, are the screens standard for the whole County or can they be different on a department by department basis, or even set to individual preferences?

Required:
The Self Service screens are completely configurable. Screens can be configured for different groups of employees, totally different than others. Users will be presented with the screens they require based on the user they sign on as (and the preconfigured rules associated with this userid).

Scenario 3 – Workforce Initiative Analysis

6.3 Objective: The County is facing increasing pressure to develop HR business practices that will help the County attract, develop, and retain a qualified workforce.

Process: Currently the County does its best to look at workforce data to help make decisions about new workforce initiatives and then to gauge the effectiveness of those initiatives. However, our access to data is limited by our current systems and collecting this data is time consuming.

Required:
As noted above, all information required to conduct comprehensive HR business practice and workforce analysis can be tracked in the standard system, and reported on as required with either the standard reports and/or the ad hoc reporting tool. The Forecasting & Costing Module features (as described above as well as in Section 4.7) will provide the County with the ability to model the costs of different initiatives.

In our experience, one of the best ways to attract, develop and retain key staff is to ensure we understand their goals and level of satisfaction with the organization and their role. This can be accomplished through a combination of interactive performance evaluations, the ability for employees to enter requests for development activities and employee morale surveys. All of these can be automated with the standard system, tracking the information required.

6.3.1. Describe how your system can help in the identification and analysis of existing or upcoming workforce issues. Include a description of the tools and data your system provides to facilitate this type of analysis.

Required:
Personality provides clients with the ability to maintain a 360^{o} view of their employees, allowing you to identify potential issues before they arise, e.g. does there seem to be excessive absenteeism in a particular area, do these people also have a lot of complaints and grievances, what have their performance appraisals looked like in the past year, do they have a lot of accidents/injuries, have they attended the required training classes, etc. The reporting tools can be configured to identify thresholds, and if these are exceeded, notify managers through either the Self Service dashboard, emailed reports, etc.

The forecasting tools provide clients with the ability to project scenarios, e.g. project work schedules and determine if the County has sufficient qualified staff to fill the posts, conduct cost to complete analysis based on the established budget an the actual costs to date, and determine if you will be able to stay within budget guidelines at the current run rate, etc.

6.3.2. Describe the tools and data your system provides to gauge the effectiveness of a particular workforce initiative, such as a change in benefits or a change in compensation plan.

Required:
The system allows you to track all information related to an employee in one database, including all history by effective date. With this information clients can conduct comparisons to prior periods for the same group of employees to which the initiative was applied/conducted to determine if there are any variances. We could also identify similar groups in the current timeframe, where the initiative was not applied/conducted, to determine any variances.

Scenario 4 – Insurance Billing for Employees on a Leave of Absence

6.4 Objective: To be able to bill employees on a leave of absence for their insurance premiums and post correct deduction/refund amounts in the payroll system.

Process: Currently HR-Employee Benefits Division uses a module in the payroll system to identify employees on a leave of absence who have not paid their insurance premiums or are due refunds (payroll system developed in house – SQL database). HR-Employee Benefits then manually posts the bill, prepares a manual invoice and sends to the employee. Balances due accrue in the system each pay period until paid. When paid, payments are posted and the balances are reduced.

Required:

Based on our understanding of your requirements, we are recommending that benefit calculations be handled in Personality, including the tracking of whether the employee had sufficient earnings to take the deduction, and resultant arrears calculations when they do not. Personality will automatically generate the employee portions (and rules can vary when employees are on leaves) due each period. Generation of a bill/invoice may be able to be handled with a mailmerge approach (or we could explore creating a file that is sent to your A/R system . The employee can be processed through a benefit calculation – either with the active employee calculations or separately. If the employee has no earnings, the amount owed can be automatically placed into arrears. Employee payments can entered/loaded into the system, offsetting the arrears amounts. Either the standard reports and/or the ad hoc reporting tool can be utilized to track partial payments as well as outstanding balances due. Amounts owing and payments are tracked by effective date, allowing clients to create reports with details on the aging of past due balances.

We will work with you during the implementation planning session and system build to design the most effective manner to handle this and any other requirements. Our goal is to determine a solution that does not involve any duplication of effort or manual tasks, with accurate calculations and seamless interfaces, where required.

6.4.1. Describe how you would identify insurance premiums (or refunds) due for employees on a leave of absence for whom insufficient pay is processed.

Required:

Please see description above for item 6.4. These calculations could all be automated in Personality, with the results passed to the legacy payroll system.

6.4.2. Describe how the premiums for each plan and each period could be billed to the employee and a bill created and sent to the employee.

Required:

Please see description above for item 6.4.

6.4.3. Describe how payments would be input, applied to the correct pay period due and correct balances shown or how refunds to employees would be made.

Required:

Please see description above for item 6.4. Payments could be input or loaded as transactions associated with a pay period or benefit period, into Personality, automatically offsetting any amounts owing. Refunds could be handled in the same manner, with the amount then being passed to the legacy payroll system for payment or the check/direct deposit could be generated using Personality.

Scenario 5 – Converting to Electronic Records

6.5 Objective: Convert the County's paper records to electronic data

Process: Currently the County's personnel records are completely paper based.

6.5.1. Describe your system's ability to scan paper documents and attach them to employee records.

Required:
Personality provides you with the ability to attach scanned documents to any area in the system, by effective date and document type. These attachments can be marked as private for security purposes, so no other users can view them. We do not provide scanning hardware.

6.5.2. Describe the process by which this is accomplished in your system.

Required:
Users click on an icon to attach documents/notes to any form in the system. The feature allows them to specify the type of document by selecting from a user defined list. They then identify where the document resides on the network and link it to this form/document type. They can also specify an effective/expiration date, if appropriate, as well as marking the information as private so no other users can view this.

6.5.3. Describe how the paper records are presented in the system and how they can be searched and/or sorted.

Required:
The system stores electronic versions of paper documents (scanned images), allowing users to attach them to any record by document type and effective/expiration date. These document type records become fields in the database that are searchable, and can be sorted with the ad hoc reporting tools. The feature does not allow searching of the details of the attached documents themselves.

Scenario 6 – Manager Dashboard

6.6 Objective: To provide meaningful HR data to managers in an easy to use format that can be viewed daily.

Process: Currently any requests for HR related data are presented to HR who does their best to generate and distribute information.

6.6.1. Describe your manager dashboard capabilities including what data is included and the source of the data

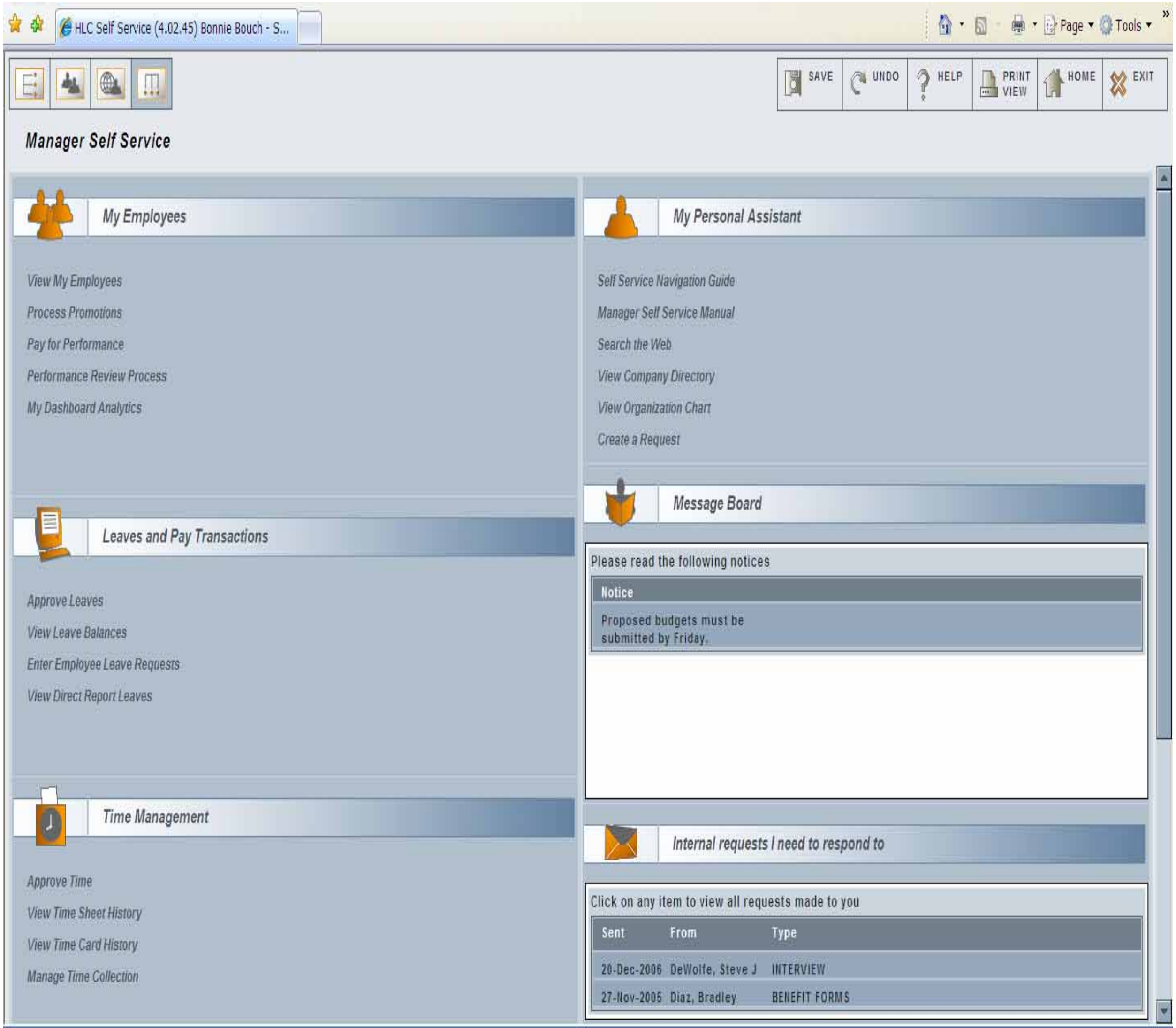
Required:

Personality provides clients with the ability to present almost any information that is stored in the database that is required by managers, via our Self Service 'dashboard' functionality. Typically clients present some common information to all managers, e.g. list of the employees that report to them and their key information, To Do Lists -of items requiring their approval such as leave requests and training requests, etc. On-line performance reviews and salary increase approvals (with modeling features), etc. These 'dashboards' can also be configured to display key metrics that the manager has identified as being required, e.g. unscheduled over-time, budget to actual variance analysis, and these can be published automatically, as often as required. We can also provide managers with the ability to initiate their own reports, with either prompts to select based on predefined criteria, or by using a wizard to step them through completely new reports/queries. There is a basic training course required to allow managers to create their own reports, but once completed, the end user reporting and query tools is quite simple to use.

6.6.2. Overview of the ease of use of the dashboard

Required:

The following is an image of a typical Manager Self Service Dashboard. Our clients reports that their users find it extremely simple to use, and it requires almost not training. The user interface is almost completely configurable by you, including the ability to add your own background and color schemes (skins), icons, logos and links. The menus and topics contained under each are also user configurable. Clients can create their own menu items (functions), to allow managers to view key analytics, as well as create their own reports. Links can also be established to other applications within your organization, or to external vendors.



6.6.3.Describe if and how the dashboard can be customized for the specific needs of the County

Required:
Please see response to item 6.6.2 above. The dashboard can be configured to include the information the County requires.

Scenario 7 – Integrating External Benchmark Data

6.7 Objective: To be able to integrate external benchmark or salary survey data from multiple third party data sources

Process: Currently salary survey data is collected and reviewed manually – a very labor intensive process.

6.7.1. Please indicate whether your system can accept external survey data. Describe how this is accomplished.

Required:
Personality provides users with the ability to map their Job/Position codes to the comparison codes on salary surveys. There are no limits to the number of surveys that can be tracked. Once the Job/Position codes are mapped, clients can load/enter salary survey data into predefined tables in Personality, by effective date (allowing new values to be entered for the same survey, every year, if required).

The survey data will then be compared to the County's pay policy, and/or the incumbents in the associated Jobs/Positions, to determine any variance to the survey information. The ad hoc reporting tool can be utilized to conduct additional analysis.

6.7.2. Please list all the existing survey vendors your system integrates with and any it does not.

Required:
We have not specifically integrated with any survey tools, rather, we provide you with the ability to track unlimited surveys on predefined tables in our database. If additional fields are required to maintain information not provided on the standard forms, this can be accommodated with user defined fields. There are no limits to the number of user defined fields that can be attached to any form. Clients can configure the validation for user defined fields, as required, e.g. date, character, number, number with formatting, validating against a user defined table of valid codes, etc.

Other Information

Implementation Assistance

7.1.1. What type of implementation assistance is offered? Please provide all relevant information including customization, testing, acceptance testing and roll-out. Please also provide an implementation work plan outlining team member responsibilities (e.g. data conversion, project management, configuration management etc.).

Required:

Please refer to Section 6 where we have provided an overview of our implementation options and proposed methodology. The proposed plan was developed based on our experience in similar environments, in order to provide cost estimates for this proposal. We will work with you to develop a custom implementation plan, following our proven methodologies, that meets your needs, taking into consideration the complexity of your requirements, priorities, resources that the County can assign to the project and their time commitment, etc. High Line has a successful track record of on-time, in budget implementations, following our structured methodologies.

7.1.2. Describe your project management methodology. How long have you been using this methodology?

Required:
Please refer to Section 6.4 where we have provided an overview of our implementation methodologies. We typically provide project account management assistance, working with our client's Project Manager. We have been implementing Personality with our clients for almost 20 years, and have a successful track record of on-time, in budget implementations.

7.1.3. Please include a resume, a description of the project role and organizational chart for the implementation team you are proposing

Required:
We have provided details of the proposed methodology, based on our experience in similar environments. We will create a custom implementation plan for the County, following our proven methodologies, once we have more details regarding your resource availability, priorities for implementation, detailed requirements, etc. We have included a proposed organization chart in Section 6.2. We will determine the High Line resources that will be assigned to your team during the Implementation Planning Session. We have included professional profiles of possible resources that may be assigned in Appendix D. We commit that the resources assigned will be the ones identified, or have equivalent experience. We will review resources with the County to ensure they are satisfied, prior to finalizing our implementation plan.

7.1.4. Please include a sample project plan and proposed implementation calendar.

Required:
We have included a sample project plan in Section 6.3.

7.1.5. How do you accomplish knowledge transfer from the implementation team to the customer team?

Required:
The amount and type of knowledge transfer required depends on the implementation methodology selected. In a Train the Trainer implementation, the Implementation Team is fully empowered through the system build and testing stages to maintain the system on an ongoing

basis, with no dependency on High Line. With a Quick Start methodology, the Implementation Team is trained on how to 'use' the system during the system build and testing stages. Once you are live, we determine the amount of knowledge transfer required to empower the team with the knowledge to maintain the rules on an ongoing basis. This training is then scheduled appropriately.

7.1.6. Is change management built into your project plan? If yes, describe your methods for addressing change management issues.

Required:

Change management is not included in the implementation services proposed. High Line can provide change management services, if required.

High Line takes a holistic approach to business process redesign in order to address the fact that all of the critical aspects for implementing change in your organization are addressed proactively, and do not become roadblocks downstream. High Line's recommended methodology can incorporate process re-engineering, change management, systems implementation and program management activities.

Our Goal of Change Management:

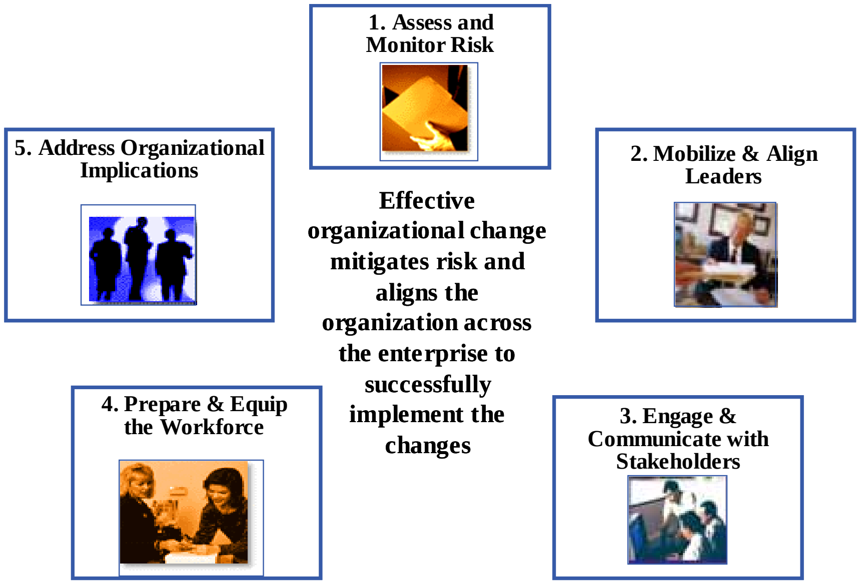
Throughout the implementation, High Line can work with the County's Implementation Team to take responsibility for realizing the 'To Be' vision and develop their own potential. Further, we can anticipate, identify and plan for behavioral outcomes that are expected during significant change. We can work with the County's Implementation Team to plan and implement strategies and approaches that are tailored to their unique culture and operating style.

Change Management Objectives

The following are the objectives of our change management approach:

- To achieve a higher probability of program success
- To ensure leadership is accountable, aligned and out-front leading
- To ensure that the County has the right people, right skills, ready to perform at implementation
- To ensure staff are understanding and accepting of the need for change
- To continually identify and work on the key barriers to change
- To ensure that employees are confident for the future
- To create not just a unified platform, but rather a unified organization

Our Approach to Change Management



Our approach to change management is based on five key change management principles.

- You must monitor and address risk throughout the project
- You need to mobilize and align leaders to support the project and provide a guiding coalition
- You need to actively engage and communicate with stakeholders using two way mechanisms
- You need to prepare and equip your workforce to operate differently
- You need to address broader organizational implications to address the fact that all systems and processes support the required change.

Activities related to each of these principles would be embedded in the overall project approach.

During the ***Business Requirements Definition and Mapping*** steps, the following activities for Change Management and Communication can take place:

- Develop a Communication Plan (internal and external stakeholder)
- Conduct a Change Readiness Survey for the County of all of the stakeholders that are ultimately impacted (see example below)***.*** Our approach to the Readiness Survey is to complete an assessment of the ability of the County to undergo the organizational change required to complete the HR, Payroll and Time & Attendance implementation successfully. This assessment profiles previous and current change efforts to identify:
  - Strengths or weaknesses of previous change efforts that need to be addressed in the design of the 'To Be' solution
  - Areas within the organization that have experienced or are undergoing significant change
  - Areas within the organization that have little or no experience with change
  - How the Human Resources, Payroll and Time & Attendance solution is similar to (or different from) previous changes in terms of its nature, scope and urgency

- Analyze and summarize Readiness Assessment Findings
- Identify change related initial implementation issues from the issues identified in ***Prepare*** segment
- Identify key change risks based on assessment findings as inputs into the Program Risk Mitigation Strategy
- Hold project chartering and kick off sessions for project streams which include establishment of project norms and ground rules
- Establish the Super User communication relay process (see example below).

During the ***Module Design and Build*** step, the following activities for Change Management and Communication can take place

- Identify based on the 'To Be" process documentation the differences between current state and future for each role
- Conduct a stakeholder analysis to identify the stakeholder groups impacted by the change (see example below) The analysis would include
  - A summary of the change
  - Functional areas and roles impacted
  - Total number of employees impacted (per role/function)
  - What is the impact to the employee (organizational, technical, procedural, financial etc.,)
  - Effective date for change

  Note: Becomes an input to training requirements

  Note: Becomes an input to Leadership Action Plan
- Identify all required roles for the To Be process documentation and describe responsibilities per role by core process
- Develop a change plan based on readiness assessment findings and stakeholder analysis and validate with the County's Implementation Team and Steering Committee
- Develop and validate Leadership Action Plan with the County's Implementation Team and Steering Committee
- Establish and validate the Training Strategy and Plan with the County's Implementation Team and Steering Committee
- Develop End user tool kit contents including system user manual (see example below)
- Implement communication activities

During the ***Production Size and Parallel Testing*** steps, the following activities for Change Management and Communication can take place.

- Execute end user training (see Section 7 for delivery model)
- Provide regular evaluation reports for management on Training sessions that include:
  - Update on training measures
  - Attendance ratios (scheduled vs attendees)
  - Tone of session
  - Highlights of feedback/questions on technology and process
  - Technical issues
- Continue the Super User communication relay process and track feedback (see examples below)
- Implement communication activities

The following are the key factors we consider essential for successful change.

- Successful transformation requires an organization to proactively manage risks, not avoid them. Effective risk management lies at the foundation of our change approach.
- Visible and active leadership is essential to a successful transformation initiative. Leaders must drive change through the enterprise.
- Building new organizational competencies and ensuring a fair and well-managed workforce transition is critical to successful change. The change requirements must be communicated to employees at a level of detail that enables them to stop certain activities and behaviours, start new activities and behaviours and know what the consequences of not doing either can be.
- Performance management processes are critical to driving desired behavior changes.
- An action-oriented, cross-functional team must be mobilized to manage the change management plan. This team must have clear accountability for outcomes.
- Change is situational. Organizational units have unique characteristics that need to be considered and managed.
- Change in any part of the organization needs to be cognizant and reflective to the broader organizational environment. Change management strategies must pay careful attention to the sequencing and pace of initiatives, resource availability and constraints, and interdependencies with other change initiatives.

Organizations must develop internal capabilities related to organizational transformation and change management. Our approach focuses on knowledge sharing and helping the organization build those capabilities.

With any change initiative, effective communication strategies are the cornerstone for building understanding and commitment. Our communication approach is built on the following philosophies:

- Mechanisms for two-way communication are essential
- Face to face communication is always the preferred approach
- Specific messages can be developed for each stakeholder group and delivered through forums and mechanisms that are among the most appropriate for that group
- Stakeholder communication activities can remain a high priority throughout the project, not just at the beginning
- Mechanisms can be developed to address the fact cross-project consistency in communication in order that the Human Resources, Payroll and Time & Attendance solution roll-out is seen by stakeholders as a single, seamless initiative.

We have found that the traditional communication methods of newsletters, articles and emails are not effective communication mechanisms on their own. Our approach is based on two-way feedback mechanisms that are both top down and bottom up.

To ensure effective communication, the change lead can develop a formal communication plan that can cover two types of communication:

- Internal stakeholder project communications directed at the project teams and all advisory bodies
- External stakeholder project communications directed at all the stakeholders impacted by the changes being introduced.

Internal Stakeholder Project Communications and Involvement

The following outlines the types of communication and involvement activities that can be included in the internal stakeholder communication plan. As stated earlier, there can be an emphasis on two-way communication ensuring that all parties are actively engaged through out the project.

Project Working Committee Meetings

Regular meetings to review work in progress can be established for all streams of the program. The preferred frequency for conducting individual meetings is weekly, however this can be jointly agreed upon between the County's team and High Line. This schedule fosters an environment where the team leaders and project manager remain closely involved with project work effort.

The meeting should:

- Be short and concise (less than one hour);
- Provide a project update that outlines, work completed, in progress and assigned for the next two weeks;
- Identify new issues or action plan the current issues in the issues log

Program Steering Committee

High Line can conduct monthly steering committee meetings with members of the senior management team in order keep them up to date with project progress or to deliver on the project milestones. Specifically:

- They can provide direction and validation for the vision of the Human Resources, Payroll and Time & Attendance solution
- Be provided project status updates on each project streams
- Resolve consolidated and escalated issues from all project streams
- Engage in Program activities that require leadership communication or change management.

Training, Education and Communication Committee

Regular meetings (frequency to be determined by schedule availabilities and specific stream project milestones) can be held to:

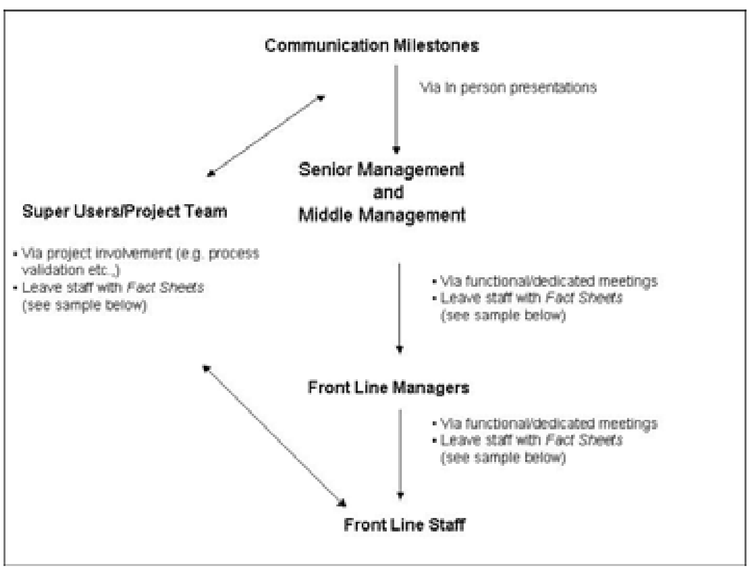
- Validate the Change Readiness Assessment Findings
- Validate the proposed Program Management Communications plan (External and Internal) and key messages
- Participate in the development and validate the Change Management Plan
- Participate in the development and validate the Leadership Action Plan (before Leadership Action Plan is approved by Steering Committee)
- Validate the proposed training plan (see Section 7) and address commitment from management to implement training
- Provide the appropriate resources for ensuring training co-ordination and scheduling
- Provide input and feedback on change management and trining materials developed during the course of the project

External Stakeholder Communications

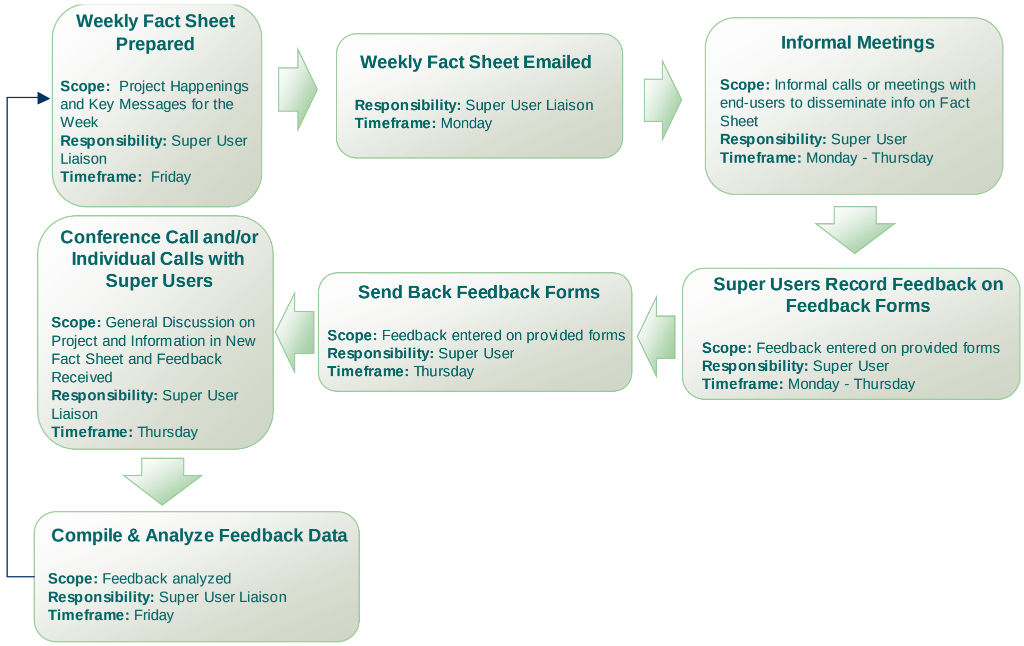
As mentioned earlier, our external communication strategy is a combination of a top down and bottom up approach. It is based on the following key fundamentals:

- Face to face communication is the leading mechanism
- Key communicators can be identified and equipped to deliver messages in face to face forums on an on-going basis. Key communicators include:
  - Senior and middle management
  - Front line supervisors
  - Super users
- End users can hear messages from either their front line supervisor or an involved super user. Both of whom have credibility with staff.
- Face to face forums are not only formal presentations, but also staff meetings, social gatherings, hallway discussions, etc.
- Communications should be based on relevant facts that are provided in regularly distributed fact sheets. The fact sheets can focus on providing status updates and information to help end users prepare.
- Feedback from end users can be gathered and fed back to the project team through the super users. The objective is to capture the tone and content of the rumour mill in order to harness it and inform it with facts. This feedback can direct the content of all communication producted during the project.

The following diagram outlines how the process can work.



The success of this approach is based on the quality of feedback from end users provided to the project team through the super users. The following is an overview of how the feedback process would work on a weekly basis. This super user communication relay forum is critical in the active preparation and post go-live phases of the project.



The change management and training lead for the project can act as the Supervisor Liaison to keep super users informed and to collect feedback. The following are the roll descriptions of both parties.

Super User Liaison

- Single point of contact (SPOC) for all Super Users
- Ensure Super Users are aware of impacts of HR. CS &TS
- Assist with the coaching/training of Super Users
- Ensures training tools fit with Super Users assigned group
- Review of training materials
- Ensure established communication processes and flows are maintained
- To informally engage BCFC employees in conversation for the purpose of collecting feedback on:
    - The general tone of the employees
    - Any suggestions, gaps, rumors etc. among the employees

Super Users

- Representative of the impacted department and SPOC for the end users
- Participate in the communication network
- Facilitate face-to-face presentations to affected employees
- Validate training
- Business area contact for the project team and readiness activities
- Assist in coordinating logistics
- Work with end user group to provide one-on-one assistance on technical and process questions
- Conduct training on a limited basis
- To informally engage BCFC employees in conversation for the purpose of collecting feedback on:
    - The general tone of the employees
    - Any suggestions, gaps, rumors etc. among the employees

End User

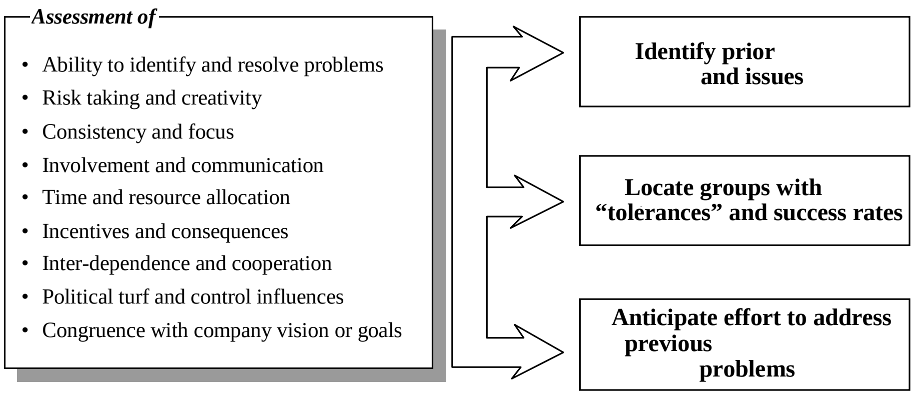
A detailed communication plan can be developed outlining the key messages to be communicated, the key communication forums and mechanisms and a detailed schedule outlining who can receive what, when. This plan can incorporate the principles and processes outlined above.

The following examples of tools are provided to assist you in understanding how some of the activities and concepts referenced above can work in practice.

Change Management Tools: Change Readiness Survey Approach and Scorecard

The following tools can be used to initially assess the stakeholders' readiness for change and then to monitor their attitudes and views formally at key milestones though out the project. This can augment the regular feedback provided by super users on an on-going basis.

Change Readiness Assessment



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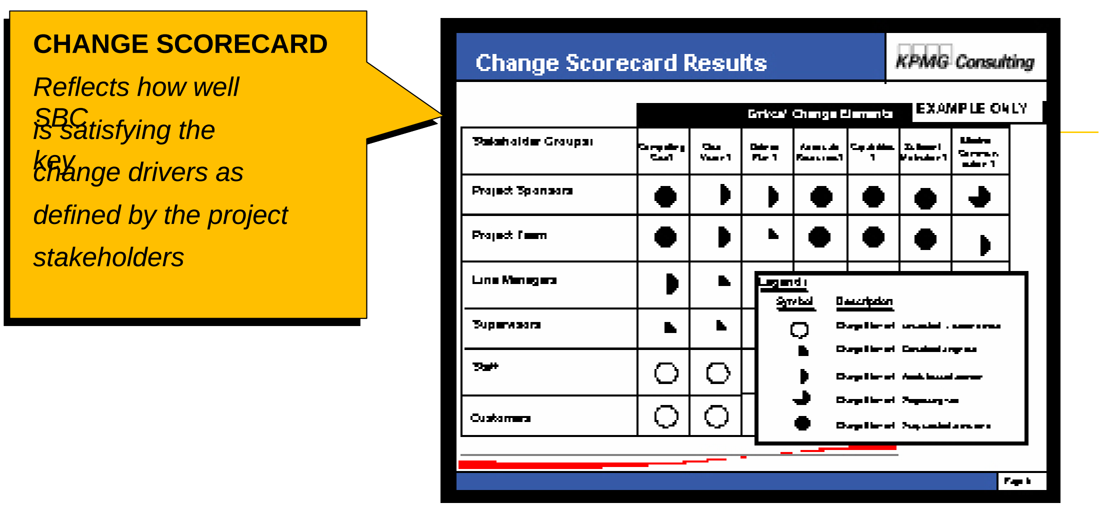
Change Scorecard



Change Management Tools: Job Impact Analysis

This template can be used to capture specific job impacts based on the outcomes of the Business Requirements Definition and Mapping steps.

A		Who is Impacted? (B)			C	D	E
Title (max 4 words)	Summary of Change(s) (the [illegible] current and the future state)	Areas Impacted (Directly and Indirectly)	# of employees impacted	Positions of impacted employees	Other processes impacted	Effective date for change	What is the impact? (What does this change mean to employees?)
Travel Services - B.C.	**Current** ➢ Traveler/Travel Arranger inputs travel request via an online travel form, by fax or by phone. ➢ Request submitted to Travel Agent BC. ➢ Travel Agent BC inputs information into CRM travel system, billing requirements through AMEX, Ghost Card or P-card. Agent receives confirmation of reservation and electronic or paper ticket & e-mails to them to traveler/travel arranger. **Future** ➢ As opposed to processing all travel requests, Travel Agents in BC will only "exceptions manage" by assisting with complex travel arrangements, quality control and international travel booking. Otherwise, the Traveler/Travel arranger will enter the reservation using an e-booking tool. ➢ Reservation confirmed at Agency. ➢ Travel booked, e-ticket or travel ticket sent to traveler/travel arranger.	Travel Services - Richmond B.C.	[illegible] FTE, 4 FT	Travel Agents - BC	N/A	Aug. [illegible]	**Organizational Impacts:** New role and responsibilities for Travel Agents - B.C. **Technical Impacts:** Travel Agents – B.C. must become familiar with the new e-booking tool. **Procedural Impacts:** Travel Agents – B.C. will no longer be involved with the process and transactions related to domestic travel. Their role will change to perform "exceptions" travel activities such as arranging [illegible], complex travel support, and working with meeting planners for coordinating air travel. Communication and instruction is required for the BC Travel Agents regarding the new e-booking tool and the new travel processes. **Financial Impacts:** It is anticipated that there will be a headcount reduction through attrition in the longer term.

Change Management Tools: Sample Action Plan

Change Management action plans can be developed for key leaders and all impacted stakeholder groups to address the fact of they are actively engaged and participating in the project.

- **Action Planning Components**:
  - Overall Project Role
  - Individual Tasks
  - Supporting Tools
  - Personal "tone"




Leadership Action Plan – Case Example:

Stakeholder	Current Level of Commitment 1= Low 3= High	Desired Level of Commitment 1= Low 3= High	Key Organizational & Project Issues	Recommended Actions	Timing & Frequency	Responsible
Bob K. President & CEO	3	3	Manage an organization undergoing significant change – merging divisions, creating a new operating model, implementing technology, and relocating headquarters.	1. Meet one-on-one with CEO to discuss transformation process and issues. 2. Status updates with Reshaping Management Office.	1. First and third Monday of each month 2. Weekly - Wednesday	1. Mike L. 2. Steve S. John L.
			Improved financial performance dependent on successful technology implementation and reorganization.	1. Project Steering Committee meetings to review progress and resolve conflicts.	1. First Monday of every month	1. Steering Committee
			Many employees do not possess the skills required to be successful in the new operating environment. There will be significant redeployment and recruit.	1. Meet with CEO to review redeployment and recruiting plans, organizational impact, funding requirements.	1. Monthly	1. SVP HR
Larry H. SVP Human Resources	2	3	Speed of organizational transformation may have negative impact on employees.	1. Meet one-on-one to review journey map and discuss pace and impact of project. 2. Add SVP HR to Steering Committee to provide input on employee impacts. 3. Align senior HR consultant to SVP HR office to assist in planning.	1. As necessary 2. Monthly 3. 3 days per week	1. Steve S. 2. Bob K. 3. Bob K. Tom O.
			Magnitude of change relative to redeployment and recruiting may overwhelm HR capabilities.	1. Develop strategic HR plan to address redeployment policies and procedures. 2. Develop and conduct skill assessment for targeted employee groups. 3. Develop and executive training and development plan. 4. Develop and executive recruiting plan for targeted departments. 5. Develop HR resource requirements plan.	1. May '01 through August '02	1. Tom O. Susan K. Craig H.

Change Management Tools: Sample Super User Feedback Process and Analysis

- Feedback forms provide an easy template for Super Users to record comments and suggestions from the end users.
- These forms are sent back to the Super User Liaison for analysis each week
- Information is collected by the Super Users and Super User Liaison according to the following:
    - Common themes of the suggestion, idea, or comment (Policy, Process, System – Access or Ease of Use, Support, Other)
    - Tone of suggestion or idea (Very Positive, Positive, Neutral, Negative, Very Negative)
    - Suggestions or Ideas for Improvement
    - General Comments
- If the Super User does not send in the forms, the Super User Liaison will fill one out for them during the conference call or individual discussions, based on their comments.

Your Complete Human Resources Solution.

End User Feedback Capture Sheet

Common Theme of Suggestion, Idea or Comment (Circle)

a) Policy
b) Process
c) System
  i. Access
  ii. Ease of Use
d) Support
e) Other: ________________

Tone of Suggestion, Idea or Comment (Circle)

a) Very Positive
b) Positive
c) Neutral
d) Negative
e) Very Negative

Suggestion or Ideas for Improvements (Take as much space as necessary

General Comments (Take as much space as necessary)

The Super User Liaison compiles constructive and measurable feedback as it is related to the HR, CS and TC impacts, risks, and general tone including
  Interpretation of the Top 3 "Hot Spots" of the week
  Interpretation of the "positive" responses of the week
The tools to complete the analysis guides the Super User Liaison in the analysis
The information can also be communicated to the Project Team Leaders
If further action is required with the feedback the Super User Leader can put together an action plan

Change Management Tools: SAMPLE COMMUNCIATION FACT SHEET

This is a sample of a fact sheet that was provided to front line supervisors just prior to go-live date for a electronic time capture tool implementation. It is intended to help the supervisor talk, in their own words, about what employees are required to do.

Ee-Centre Time & Labour
Key Messages to Communicate to Employees

- As part of the on-going development of the Ee-Centre, an online timesheet system was rolled out on May 1. This system is known as Time and Labour.
- All exception time must be entered into Time and Labour when it occurs. Staff with charge outs or additional pay items must submit timesheets at least monthly.
- Exception Time includes hours that generate additional pay, hours away from work, and chargeable hours. Please see the document entitled "Key Things You Need to Know about Time and Labour" for a list of time reporting codes.
- Employees will start entering their exception time for the month of May. Any time recorded after May 1 will be submitted using Ee-Centre Time and Labour.
- Time recorded for April will be submitted using the current paper based system. **All exception time that occurred from January to April must be submitted now.**
- Time must be entered in accordance with the timesheet deadlines set out in the corporate calendar. Please see the document entitled "Key Things You Need to Know about Time and Labour" for the Corporate Calendar Dates.
- You should have received a tool kit with all the information you need to use Ee-Centre Time and Labour. Please read the "Key Things You Need to Know about Time and Labour".
- If you need one on one assistance using the system, please contact your Super User.
- Please feel free to use the Ee-Centre Hotline and email address for assistance as well. The contact information is on the first page of your tool kit.

Incorporation of process re-engineering and change management can more than doubled the amount of time and resources allocated to the 'To Be' Vision design, to ensure that we address the importance of identifying the change management issues that may be associated with the vision defined, and assist the County to establish a strategy to address these. With this additional time and resources we can incorporate the following:

- Identify process owners for each core process and outline their responsibilities
- Confirm the "To Be" core processes, validating them with the following approaches:
  - Manual walk throughs of 2-3 key business scenarios are conducted to cover the spectrum of likely events and exceptions
  - Super Users and identified functional managers review the documentation and sign off on the "To Be" Process documentation
  - A Conference room pilot exercise is conducted involving hands on scenario testing of the core processes
- Ensure a Pilot Test is conducted once the Build configurations have been completed, based on a jointly determined Test Plan . This helps to be able to evaluate the design to establish the:
  - Compliance to functional requirements
  - Preliminary view of degree of automation in the To Be vs the As Is (used as a training input to the Training Strategy)
  - Scenario walkthroughs
  - "To Be" processes are reviewed against the Build configuration and revised accordingly

Many companies have integrated their core processes but have stopped short of changing the way they manage the organization. Process redesign has led to flexible organizations with horizontal information flow, yet many companies have not moved from **process redesign** to **process management**. The following are recommendations from experts in this field that we consider in developing our strategy:

Key Success Factors	Detail & Comments
Formal Process Owner Role	▪ Process owner role must be factored into organizational planning ▪ Appoint senior managers with end-to-end responsibility for an individual process and assign them authority over the following: ▪ Process design

	▪ Performance measurement ▪ Budgetary control
Improved Resource Management	▪ Functional leaders need to manage resources but should not control how the work is done ▪ Functions must train and coach resources in execution, but not definition, of the process
Adoption of New Management Style	▪ Lines of authority need to be less clear-cut ▪ Traditional 'command and control' environment needs to be replaced by one which fosters a 'negotiate and collaborate' approach
Organizational Commitment	▪ Existing change processes must be stopped or merged to create a single change effort ▪ Managers unwilling or unable to undergo transition to new style (often 25-50% of the senior executive team) must exit the organization during the transition ▪ Early wins should be realized as process can take several years to complete
Attention to the Five Key Infrastructure Areas	▪ **Measurement:** o Conduct a thorough analysis to determine those aspects of process performance that are most directly linked to achieving overall organizational objectives ▪ **Compensation:** o Tie staff and management compensation to process performance measurement and have process owner set specific goals for each team that is involved in executing the process ▪ **Facilities:** o Ensure co-location of process teams in order to facilitate idea exchange and process improvement while down-playing traditional functional 'silos' ▪ **Training & Development:** o Facilitate team member understanding of the entire process and the role of each member within the process o Provide training in the broadened role descriptions and collaborative working skills ▪ **Career Paths:** o Provide non-traditional career models to support reduced organizational layers e.g. allow for advancement through process specialization as well as moving through multiple processes

Data source: Michael Hammer, "How Process Enterprises Really Work", *Harvard Business Review*

7.1.7. Describe in detail your expectations with regards to the time/resources provided by the customer?

Required:

We will work with you to develop a custom implementation plan, based on your requirements. This will include the actual resources and time commitment required by the County. For the purposes of responding to this proposal, we have created a sample Implementation Project Plan, based on our understanding of your requirements and experience in similar environments. We have included the assumptions with regards to the County's resources and time commitments that were included in the development of this sample plan, in Section 6.2.

7.1.8. How will you determine the project scope? How do you manage "scope-creep"?

Required:
The complete project scope will be determined during the Implementation Project Planning Stage. We will jointly agree on this plan, and will maintain the visibility of the plan through the implementation. We will work with you to manage the project to the scope we have jointly agreed upon. Through very thorough up front planning and analysis, we are typically able to minimize the changes required to our initial plan, but this does occasionally occur, and we recommend managing this with a change control process. The following is an example of an approach we could utilize:

7.1.9. Migration of data is important to the County. How will data migration and/or conversion be handled? Provide a description of both the County's responsibilities and your responsibilities during the migration/conversion process.

Required:
Please refer to Section 6.1 where we have provide additional details regarding our recommended conversion strategy. High Line provides clients with training and consulting to assist them to determine how best to utilize the Personality features. Once clients have determined how to utilize Personality, and the information required to be maintained, we provide them with tools to map the information required in Personality to where this information resides in their legacy system(s). Clients typically assume responsibility for extracting the data required, based on the business requirements identified in the mapping tool. This information can then be imported into the Personality database, with a tools provided, into interim tables. High Line provides conversion utilities to update the information in the interim tables into the database, applying the appropriate defaults, edits and constraints. We have proposed providing training on the conversion utilities, as well as additional consulting and/or programming assistance to the technical resources assigned to the County's Implementation Team. We will also assist you in determining the appropriate conversion strategy, based on our experience. The County would assume responsibility for the conversion effort overall in this scenario. High Line will provide additional assistance, and assume more responsibility, upon request.

7.1.10. What migration and integration issues have you encountered with other projects you have managed, particularly those with home-grown systems like the County has?

Required:
Each client is unique, and as noted above, we typically assist clients with the project management as well as their conversion process. The following is a list of some of the issues we have encountered in environments similar to the County's, from a migration/conversion and integration standpoint:

- data in legacy system is corrupted/not consistent
- when the legacy data resides in more than one system, determining which will be the system of record
- historical data in legacy system is not stored in a manner that allows a repeatable conversion process at any point in time
- legacy payroll system has limitations that do not allow the full calculation of information required in the HRIS system
- loss of real-time data due to need to interface with legacy payroll system
- customizations required to the standard system due to interface issues with legacy system, that could be avoided if the integrated payroll module was utilized

7.1.11. What are the recommended hardware requirements for a group the County's size given the modules we wish to implement.

Required:
We will work with the County to confirm the modules required, priority for implementation purposes, estimated timeline for deployment and whether we will install a premise-based solution or in a hosted environment. Based on this we will work with you to identify the optimum operating environment. We have included minimum operating environment information in Appendix B.

User Support Groups

7.2.1. Are there any local user groups for the system? If yes, where are these user groups located? How many times per year do these groups meet?

Required:
High Line hosts an annual High Line User Group Conference (HUG). The next conference is May 29 – June 1, 2007 in New Orleans. At this conference we will be introducing the High Line Customer Association (HLCA), that was formed since the last user group meeting, made up of a

number of client volunteers. Working with the HLCA we have implemented a High Line Bulletin Board for all of our clients to share ideas and questions/solutions. We encourage local user groups, but there are no active groups in this area currently. There are a number of public sector agencies in California, and we would be pleased to introduce you to them if you decide to become a client.

7.2.2. Do you hold user conventions? If yes, do these include workshops and product updates? How many times per year are these conventions held?

Required:
Yes, see response above. Our HUG agenda includes presentations on new features and enhancements, as well as workshops to assist clients to utilize best practices with the core modules and technical platform. Our clients also provide presentations on creative ways in which they have utilized the system to obtain a return on investment for their organizations.

Training

7.3.1. In addition to knowledge transfer during the implementation, what training is provided?

Required:
We will work with you to develop a custom implementation plan following our proven methodologies, including the training required. Refer to Section 6.1 where we have provided details on the training included in the implementation project plan developed for this response. Training can be provided on all aspects of the system.

7.3.2. What are the available methods for delivering this training (i.e. CBT, Classroom Training, On-Site Training, etc.)?

Required:
The majority of our clients prefer on-site training with a Train the Trainer methodology. We typically conduct remote training sessions in a Quick Start approach. High Line offers both on-site and web-based training options.

7.3.3. What training is available for new users after the implementation?

Required:

High Line provides training documentation on all modules purchased. This documentation can be downloaded from our ftp site, as required.

High Line offers web-based training sessions on key topics (clients provide input into what training sessions are offered), that clients can have new users attend. We will also design a custom training plan for new users, if required.

During the initial implementation one of the tasks is creation of end user and system administration documentation. The High Line training manuals can be utilized as a basis for the documentation created specifically regarding how the County has elected to utilize the system. This documentation can be maintained on-line, linked to the appropriate screens/tables/functions in the system.

The Workflow Module also allows clients to preset the steps involved in a task, and prompt the user through the steps, with on-line instructions, e.g. a Termination Workflow Procedure could prompt the user to enter the required fields (termination date, reason and whether they would rehire the person), indicating which are mandatory. It could then navigate the user to the Property Information to ensure they collect back anything that was issued to the employee. The workflow could also issue a notification to Payroll that a final check needs to be created, and to the Security Administrator to remove the person from the system the day following their last day. In addition, the workflow could generate an email to the benefits carriers that a qualifying event has occurred, etc.

This type of Workflow can substantially reduce the amount of training required for new employees, as they don't have to remember the steps in a process – the system does it for them. It should also reduce the number of errors, as critical tasks can be automated, and the system will remind a user of things they need to do until they are completed.

7.3.4. Do you offer "train the trainer" courses? If yes, where are these courses offered?

Required:
Yes, we offer train the trainer courses. Courses can be conducted at the County's site, at High Line's offices in Markham, Ontario, or via the web.

Consulting Resources

7.4.1. What is the availability of consulting resources, both internal and external? Do you utilize a third party vendor for consulting resources during an implementation? Who is your preferred vendor?

Required:
High Line typically provides all of the resources a client needs to supplement their team, with our employees. We will partner with third party consulting firms/individuals at your request. During the

Implementation Planning Session we will confirm the High Line resources required, and schedule this appropriately. These resources are then committed to the County for the dates specified, so there are no concerns about resource availability, when required.

7.4.2. Please describe the roles and responsibilities of each member of your implementation team, including third party and/or customer resources. Provide an organization chart to support your descriptions.

Required:
Please refer to Section 6.2 where we have provided a description of the possible roles and responsibilities of each team member. We will develop a custom implementation plan for the County, taking into consideration all of your needs. Based on this we will confirm the roles and responsibilities of all resources.

Product Status

7.5.1. How many years has the company been providing the system?

Required:
The Personality product was first introduced in the late 1980's. The City of Sunnyvale was our first California-based public sector client to utilize the system, at that time. We are currently marketing the 4th generation of the Personality product. The major changes were due primarily to technology changes, starting from the first version that ran on a proprietary database with green screens, to our current fully web-based solution running on a relational database.

High Line's philosophy is that our clients should not have to create custom programs in order to address their requirements. Based on this we have worked with our clients when they have a unique requirement to develop a configurable solution to address this within the standard system. This functionality is then available for all clients to utilize. Following this approach the Personality product has become extremely functional and flexible over the years. This was validated by Gartner in their HRMS Vendor Evaluation Study, the results of which determined that Personality is the most functional HRMS in North America. We have included an Executive Summary Report from this study in Appendix F.

The County will be the beneficiary of this approach, as the majority of your needs will be address with our standard solution, reducing the overall cost and timeframe of your implementation, as well as ongoing costs to administer the system.

7.5.2. Please outline the last revision/upgrades made and when?

Required:

High Line has one release annually. Between releases we provide clients with business updates that include enhancements and bug fixes. The business updates are optional, and the annual release is cumulative of all business updates. The annual release is typically in the fall of each year.

7.5.3. When upgrades are required, describe the support that you provide?

Required:

Our clients are typically able to install new releases without requiring any support from High Line. Releases are provided via our ftp site, and they are very simple to install (zipped and scripted) – it typically takes 2 – 3 hours for clients to install the annual release. Clients then test the new functionality in a Test Environment, and once they are satisfied, move this to production. Since our clients do not have to have 'customizations' to address their needs, the installation of new releases is relatively painless.

Customer Support Services

7.6.1. Please provide the Service Level Agreement for all service models you offer (i.e., hosted by County, hosted by vendor)

Required:

We have provided a sample of our Annual Service Agreement in Appendix E. We will work with you to develop an SLA for hosting that meets your needs, if this is the preferred direction.

7.6.2. Please comment on whether during special events such as Open Enrollment, you would be flexible to change any existing schedules (such as back-ups or other interruptions) to accommodate the County's data entry requirements.

Required:

If planned in advance there are typically no issues with adjusting existing schedules to accommodate the County's requirements. This can also be built into your SLA, if required.

7.6.3. Please list and briefly describe what you consider to be the key differentiators between your application and that of your competition.

Required:

High Line considers the key differentiators for our solution to the County to be as follows:

- High Line's software was designed as an 'integrated' Human Resources, Payroll and Time & Attendance solution eliminating the duplication of effort, data redundancy and need for synchronization that is inherent in interfaced/bolt on systems. SBC will have the benefit of real-time validation against up to date information, ensuring that rules are applied accurately and managers have the most current information upon which to base decisions. If SBC wishes to interface with a legacy payroll system, High Line provides you with features to create an interface, mapped to this system's requirements with the standard system. It is also possible to implement with an interfaced solution initially, migrating to an integrated system in a future phase.
- High Line's philosophy is that clients should not have to create custom systems to address their needs. Working with our clients, over 50% of which are in the Public Sector (including a number of CA-based municipalities) we have enhanced the standard system to include the features you require. This will reduce the overall implementation time frame, and at the same time ensure that future releases are easy to install, as no custom programming is required.
- High Line's Employee and Manager Self-Service features provide clients with the ability to allow employees and managers access to the information they require. The system allows clients to distribute responsibility for entering and approving changes to employee information, allowing SBC to move towards paperless systems. The result will be a substantial improvement in the efficiency and effectiveness or your processes.
- Our event-based workflow features allow clients to improve their business practices, automating correspondence between internal and external parties, e.g. employees, managers, HR and Payroll users, as well as third party vendors.
- High Line prides itself on our reputation for providing 'personalized' service. Our clients will attest to the fact that we meet and exceed their expectations from a service standpoint, and that the 'personalized' nature of the support is a key benefit of working with a smaller company.
- Our considerable experience implementing in the similar environments ensures that we bring to the table a 'Best Practices' approach for SBC's implementation. This is your opportunity to improve the efficiency and effectiveness of the manner in which current processes are handled, and it is very helpful to have our guidance based on successful implementations in similar environments.

Our value proposition to SBC is quite simple: we are committed to meeting and exceeding your expectations by providing high quality business solutions on time and within budget.

7.6.4. Please provide the names of the Account Representatives in our area that will be supporting your product during the County's implementation and post go-live.

Required:

The resources assigned to your account will be confirmed during the implementation planning session. We have already stated resources we anticipate utilizing in Section 6.2 and provided sample professional profiles in Appendix D.

7.6.5. What are the job requirements (years of work experience, education, etc.) for your Account Representatives? What is the turnover rate among your Account Representatives?

Required:

We do not have a role called 'Account Representative'. We have several other roles, as described in Section 6.2. The average length of service of our Professional Services staff is 7+ years.

7.6.6. Please describe how the customer would initiate a change in Account Representation.

Required:

We do not have a formal procedure for this, and it has almost never occurred that a client requests changes to the staff assigned to their account. If the County were to have an issue with resources assigned to their account they would typically report this to the Project Account Manager assigned to them. Their Project Account Manager would work with the V.P. Professional Services to determine other options and present these to the County, including any other ramifications of making a change in resources.

7.6.7. Describe the customer support process with your product. Do you provide 24/7/365 customer service? Are there levels of escalation depending upon the severity of a particular issue? Where is your service center located? What are the disaster recovery procedures for your service center? What is your average frequency of unanticipated system outages? What is your target response time to resolve system outages? What is your actual average time to resolve system outages?

Required:

High Line's standard support hours are 8:00am to 8:00pm Eastern, Monday to Friday. Additional support will be provided upon request. Support is typically provided from our corporate offices in Markham, Ontario.

Our hosting partner provides 24/7/365 support. Their data center is located in Hauppauge, New York (Long Island, 45 miles East of New York City). We have included information on their disaster recovery procedures in Appendix A. We did not have statistics regarding outages at the time this response was prepared, but we would be pleased to provide them as a follow up, if this option is being seriously considered.

Escalation procedures are established based on the severity of an issue. We will develop escalation procedures as part of the Service Level Agreement, that meet your needs.

7.6.8. Please describe your timing and approach to applying regulatory updates to your software.

Required:

High Line commits to providing clients with the ability to handle legislated calculations related to Human Resources and Payroll, with the standard system. We also commit to providing reporting features to a State level. If there is a change in regulatory requirements that require a change to our software, we will provide this to our clients via a business update. We provide the updates to our clients in time for them to install and test this prior to deadlines.

Product Costs

Description of Anticipated Vendor Relationship

The County of Santa Barbara wishes to acquire software that, to the greatest extent possible, meets its requirements. For required functionality, that is not included in the software, the County may negotiate with the vendor to make the required enhancements. The County may evaluate on-going maintenance and support for the hosted software.

8.1 Pricing Questions

8.1.1. Please list license fees by module

Required:
We have included this information in Section 8.2.

8.1.2. Please list implementation fees by module

Required:
We have included this information in Section 8.3.

8.1.3. Please list any exclusions or out of scope items to your fee quote

Required:
We have included the details of the software and services proposed in Section 8. The only items we need to take exception to from the County's RFP response are the following:

a) Performance Bond – High Line will work with you to establish a mutually agreeable payment schedule that ties payments to deliverables.

b) Worker's Compensation Insurance – High Line is a Canadian Company, and the majority of the resources we anticipate assigning to the project are based in Canada. We do not have California Workers' Compensation Insurance currently. We are investigating the ability to provide the insurance coverage required, and will work with the County to determine a mutually agreeable solution in this area.

8.1.4. If data conversion fees are priced separately please provide those as well, if they are included in the above fees by module please indicate this to avoid confusion

Required:
We have included training on the conversion utilities as well as consulting assistance for your technical staff in our proposal, listed as a separate line item in Section 8.3. These services are proposed based on our experience in similar environments, where our clients assumed responsibility for the balance of the conversion efforts. We will provide additional services upon request.

8.1.5. Please provide monthly hosting fees for the County to consider

Required:
We have included estimated costs in Section 7. We will confirm the actual hosting costs once we have details of the hosting services and SLA's required.

8.1.6. The County may potentially be interested in purchasing a hosted model for the first year, and then potentially bringing the software in-house. Please describe if your organization would support such a model, and the relevant pricing implications of such an arrangement.

Required:
We will support this type of model. We would plan for this in the implementation planning session, determining the tasks, services and associate costs. If not planned for up front, we would schedule a session to determine the strategy after the fact. More information on the actual solution that will be implemented and the migration strategy would be required in order to provide estimated costs.

8.1.7. Please provide your annual maintenance fees

Required:
We have included this in Section 8.2.

8.1.8. Are the fees quoted guaranteed not to exceed?

Required:
High Line would be willing to consider guaranteeing maintenance fee costs as part of our negotiation process.

8.1.9. Please indicate any customization assumptions by module included in your pricing

Required:
We have not assumed any customizations would be required. We will confirm this during the implementation planning session.

8.1.10. Please outline the fee assumptions for history conversion

Required:
We have proposed providing training on the conversion utilities and additional consulting to assist your technical staff. We are assuming that the County will take responsibility for the balance of the conversion efforts in this proposal. We will provide additional assistance upon request. There is no limit to the amount of history that can be converted with the utilities provided.

8.1.11. Please outline the fee assumptions to build interfaces and reports for the County

Required:
We have included the cost of our Generic Payroll Interface features and our Limited Payroll Module to address the need to interface with the County's legacy payroll system. The cost of our standard reports are included in the Module License Fees. The cost of the ad hoc reporting tool, Discoverer, is included in the Oracle licensing. We have included training on the Generic Payroll Interface, the Limited Payroll Module and Discoverer, as part of our proposal. We have also included troubleshooting assistance to address issues that arise during the system build. This can be utilized to assist with interface and reporting issues, if required. We do not have sufficient knowledge of the approach that will be taken or the requirements of the legacy system to make any assumptions regarding whether additional costs will be involved.

8.1.12. Please indicate the number of hours assumed by role for each implementation person on your team and the average hourly rate.

Required:
We have provided the estimated hours by team member in Section 6.3. The standard rates for our resources are included in Section 8.9. We will confirm the High Line resources required to supplement your team during the implementation planning session.

8.1.13. Please describe any flexible payment options you may offer (i.e., financing, etc.).

Required:
We would be willing to have this discussion during contract negotiations. High Line will work with the County to find a solution that best meets our mutual goals.

8.1.14. Describe any price breaks associated with a multi-year contract.

Required:
We would be willing to have this discussion during contract negotiations. High Line will work with the County to find a solution that best meets our mutual goals.

8.1.15. Describe any price breaks associated with bundling products and services.

Required:
We do not typically offer discounts for bundling products and services.

8.1.16. Please include a statement of work.

Required:
We will jointly develop the statement of work based on the results of the implementation planning session. We have included an overview of the implementation services proposed in Section 6.1.

8.1.17. Please provide hourly fees that would apply to any non-fixed fee services requested.

Required:
Our standard rates are:

Resource	Daily Rate
Sales Account Manager	$1,200
Project Design Manager	$1,200
Project Account Manager	$1,200
Senior Application Consultant	$1,000
Implementation Specialist	$700
Senior Technical Consultant	$1,000
Programmer Analyst	$900

8.2 Training Costs

8.2.1. Please recommend an appropriate implementation training plan and include a schedule of costs based on this plan.

Required:
We have included an overview of the implementation plan proposed in Section 6.1. We have included the costs associated with this plan in Section 8.3.

8.2.2. Please recommend an appropriate post go-live/on-going training plan and include a schedule of costs based on this plan.

Required:
We have included estimated costs for knowledge transfer. We will confirm the services required and associated costs during our project debriefing, once we have gone live. It is impossible to estimate the costs at this time.

8.3 Warranty

8.3.1 Provide a summary of the warranty provisions that will cover your product. Include in your summary a description of what the warranty covers, the duration of the warranty, and point at which the warranty period begins.

Required:
High Line warrants that our software will always conform to our current documentation standards. We have included a sample License Agreement in Appendix E that includes additional commitments.

Vendor Information

9.1 Information/Background

9.1.1. Name of Company

Required:
High Line Corporation

9.1.2. Street Address, City, state zip code

Required:
The corporate office is:

High Line Corporation
145 Renfrew Drive
Suite 210
Markham, Ontario L3R 9R6

9.1.3. Contact name, telephone, fax, e-mail

Required:
Your contact with regards to this RFP response is:

Shannon Miller
V.P. Sales
High Line Corporation
823 Alvarado Road
Berkeley, CA 94705
(510) 649-1947 office
(510) 649-1942 fax
smiller@highlinecorp.com

9.1.4. Do any of these apply:
Small business
Minority owned
Women owned

Required:
High Line is a woman-owned small business.

9.1.5. Type of business
Corporation
Partnership

Required:
Corporation

9.1.6. What is the state and date of incorporation?

Required:
August 1991, in the province of Ontario.

9.1.7. Who are the Principal officers:

President

Executive vice president

Marketing manager

Required:

The President of High Line is Karl Niemuller. There are three vice presidents – Brian Diamond, V.P. Professional Services, James Aiken, V.P. Product Development and Shannon Miller, V.P. Sales. Karl Niemuller and Shannon Miller share marketing responsibilities, along with their assistant Aileen Wong.

9.1.8. Number of employees?

Required:

High Line has approximately 50 employees.

9.1.9. Parent company (full legal name)?

Required:

There is no parent company.

9.1.10. Subsidiaries/affiliates (attach a list if necessary)?

Required:

There are no subsidiaries/affiliates.

9.1.11. Briefly describe your firms business:

Background

History

Ownership structure

Required:

Please refer to Section 2 where we have provided this information.

9.1.12. How long has your firm been in business?

Required:
Please refer to Section 2 where we have provided information on our history.

9.1.13. Does your firm have any consolidation or integration plans?

Required:
No.

9.1.14. State what percentage of income is devoted to:

Research and development – 50%
Ongoing service maintenance – 40%
Sales and marketing support – 10%

Required:
The approximate percentages are listed above.

9.1.15. What is the approximate number of employees that support the service in each of these areas?

Research and development
Ongoing service maintenance
Sales and marketing support

Required:
We currently have 2 sales staff, 4 administrative staff and the balance of the staff (approximately 44) are pretty evenly divided between Professional Services, Customer Support and Product Development.

9.1.16. Please describe your disaster recovery and business continuity plans.

Required:

We have provided the details of our hosting partner's disaster recovery plans in Appendix A. High Line has offsite storage of all backups.

9.2 Customer References

We require a list of five (5) customer references. This list should include live customers, your largest installation and any others that you feel may be similar to the County. Please include at least 2 where you integrated with a home-grown or other third-party Payroll system.
The County is particularly interested in public agencies or other counties whom you may support. For each customer please provide the following:

Company name and address
Contact names, phone numbers and e-mails
Brief description of their configuration and use of the system
Number of participants
Length of time customer is live on the system.

High Line prides itself on providing exceptional personalized service. Our clients will attest to the fact that we go above and beyond the call of duty to ensure they are satisfied. In a survey conducted by KPMG, our Clients had the following comments about High Line's staff, services, and quality:

"There is a real sense of family when dealing with the people at High Line"

"I have talked to people who use the big guys (SAP/Peoplesoft). I tell them what I can do with High Line's product and their faces drop"

"They are excellent at following through when they are implementing their product"

"They are very personable and responsive to my needs as opposed to a bigger shop where you would just be a number"

KPMG summed it up as follows...

"Customers like the product, the pricing and the people. Many favorable comments."

The following are High Line clients that you can contact with regards to our products and services. I have included a variety of clients with relevance to your situation, using various aspects of the system. The majority of our clients do not utilize an external payroll system, but we have provided one public sector reference in California with this configuration.

Name of Firm:	County of Maui
Contact Person:	David Underwood
Title:	Project Manager and HR Manager
Telephone Number:	808-270-7532
Email:	David.Underwood@co.maui.hi.us
Approximate Client Population:	2,500
Overview:	The County of Maui implemented the

	Core Personality modules as well as Employee and Manager Self Service, Workflow and Training & Development in 2005/2006. They are currently implementing Recruiting, Recruiting Self Service and Time Management Self Service. High Line was selected as we were the only solution that could address their complex requirements, with an integrated application ensuring validation at the point of entry and real-time updates. The County implemented with a combination approach of Quick Start and Train the Trainer, where High Line worked with them to set up all the rules, and stayed with them throughout the testing and production migration.

Name of Firm:	Rock County
Contact Person:	Kathy Kope
Title:	Project Manager
Telephone Number:	608-757-5041
Email:	KATHYK@co.rock.wi.us
Approximate Client Population:	1,500
Overview:	Rock County implemented the Core Personality modules as well as our Time Scheduling functionality in the late 1990's to address their complex unionized requirements. They have integrated with clocks in the Jail, Juvenile Detention and Nursing Homes.

Name of Firm:	Maryland National Capital Parks and Planning Commission
Contact Person:	Bruce Brizendine
Title:	Project Manager
Telephone Number:	301-454-1743
Email:	Bruce.Brizendine@mncppc.org
Approximate Client Population:	6,000
Overview:	This organization originally implemented our solution in the mid 1990's, and upgraded to our relational web-based solution a couple of years ago. They have complex requirements in a unionized, highly seasonal environment. They worked with us to enhance the system to provide on-line Personnel Action Forms, for their distributed processing.

Name of Firm	Sacramento County, Special Districts
Contact Person:	Peggy Marti
Title:	Department of Finance
Telephone Number:	(916) 874-6329
Approximate Client Population:	4,000
Implementation Overview	The County utilizes Personality to handle the complex requirements for their Special Districts. They have full hosting services through our partner Ingentra HR Solutions, outsourcing responsibility for all payroll processing, garnishment remittances, W2 printing and distribution, tax filing and ad hoc reporting. They selected the Personality software due to it's flexibility and functionality, being able to handle their complex requirements out of the box.

Name of Firm	Port of Oakland
Contact Person:	Al Quan
Title:	Project Manager
Telephone Number:	510-627-1150
Email:	aquan@portoakland.com
Approximate Client Population:	1,000
Implementation Overview	The Port has been using Personality to address their complex union and time & attendance requirements since the mid 1990's. They utilize Ceridian to produce payments to their employees, with a bi-directional interface with Personality.

Name of Firm	Reedy Creek Improvement District
Contact Person:	Mary Lou Basham
Title:	Project Manager
Telephone Number:	407-939-3246
Approximate Client Population:	500
Implementation Overview	This organization provides the government services for Disney World. They implemented Personality in 2001 to address their complex requirements. They worked closely with High Line to enhance the system to include the Pay for Performance features that we have proposed to SBC.

We will provide you with additional references upon request.

4. PERSONALITY MODULE OVERVIEW

PERSONALITY is a fully integrated Human Resource Management and Payroll System developed, marketed and supported by High Line Corporation. The system is designed for large and small organizations in all industries across North America. Today, our PERSONALITY product line has a large user base in the United States and Canada in the public, private and non-profit business sectors.

PERSONALITY has application components that cover all aspects of human resource/payroll management:

Foundation / Position Control	Forecasting and Costing
Salary Administration	Labor Relations
Contract Processing	Safety & Health
Benefit Administration	Training & Development
Attendance Control	Recruiting
Payroll	Employee/Manager Web Self Service
Time Scheduling	Recruiting Self Service
Workflow	Time Management Self Service

PERSONALITY's Foundation module is a prerequisite; all of the other modules can be added as desired. The Foundation includes the technology and administration layer, structure/definition facilities and basic personnel record keeping. Each of the additional modules adds specialized business functionality in a fully integrated manner. The Self Service module spans all of the business areas and provides employees and managers with the ability to make their own changes through the web.

The system consists of a series of interactive, batch and web processes that perform all of the human resource and payroll business functions. A comprehensive data base design holds all of the information required by the system. Extensive security prevents unauthorized access to restricted processes, functions, records and data items and control processing within the application. Audit facilities log all changes with "before" and "after" snapshots.

PERSONALITY comes with the Oracle Reports robust reporting tool and an extensive set of standard reports for each of the application modules. End user reporting is provided through either Oracle Discoverer or other popular tools such as Business Objects, Crystal Reports, MS Access, etc. PERSONALITY comes with the Discoverer Administration layer and one Discoverer End User Desktop license.

The PERSONALITY product includes a comprehensive set of manuals that describe all of its capabilities and use. An integrated MS help facility fully explains each system component and gives users on-line access to all parts of the documentation. Integration is provided to the commonly used desktop tools such as word, excel, email, etc.

PERSONALITY runs in either Client/Server mode or Web Browser mode on the following server platforms:

Windows NT/2000
HP9000 under HP-UX
RS6000 under AIX
Sun Solaris

The product utilizes an Oracle 9i/10g Database Server on all platforms. The Oracle Internet Application Server 10g is used for web processing.

4.1 Foundation

Common Definitions

- ✓ Defines geographic information including countries, states/provinces, counties, school districts, tax jurisdictions, business locations
- ✓ Establishes legal business entities categorized by industry
- ✓ Maintains Government registrations by entity at federal, state/province and local levels
- ✓ Establishes the organization structure consisting of entities, organization levels, departments and authorization areas
- ✓ Describes the G/L distribution structure, segments, valid accounts and cost centers
- ✓ Maintains personnel policies at a unit, group and work rule level
- ✓ Establishes jobs and positions categorized by standard occupation codes
- ✓ Defines multi-level approval rights by user and business function
- ✓ Maintains business calendars, holiday calendars and work calendars
- ✓ Defines employment status codes, change reasons, termination reasons, time codes, statistical components
- ✓ Defines standard interface formats for data transfer to other systems

Personnel Records

- ✓ Manages new hires, rehires, terminations and personnel changes
- ✓ Maintains extensive personnel records including demographic data, aliases, property data, military records, employment statistics and contacts
- ✓ Maintains complete employment and assignment history for all employees
- ✓ Supports full effective date processing
- ✓ Provides access to people by generic name, alias, person code, SIN/SSN and soundex key
- ✓ Supports people list processing with dynamic list creation and refresh ability
- ✓ Produces comprehensive personnel profiles and numerous information reports
- ✓ Reports new hires, terminations, transfers, promotions and employee headcounts
- ✓ Provides an outgoing interface for new hires
- ✓ Includes full support for EEO-1 and EEO-4 reporting and US Veteran reporting

Position Control

- ✓ Identifies all positions used within an organization with position description, status, location, job function, budgeted and authorized head count (FTE)
- ✓ Allows multiple employees in a position
- ✓ Allows multiple positions for an employee
- ✓ Maintains complete position/employee history
- ✓ Maintains control over FTE's to prevent positions from being overfilled
- ✓ Allows users to identify overfilled, underfilled and vacant positions
- ✓ Produces complete position profiles
- ✓ Produces organization charts

4.2 Salary Administration

Job Evaluations / Salary Surveys

- ✓ Maintains detailed job information for job analysis, job evaluation and wage administration
- ✓ Supports several job evaluation methods including the HAY system
- ✓ Provides a job title directory

Experience Tracking

- ✓ Tracks and reports employee experience in positions and jobs

Salary, Wages, Premiums

- ✓ Produces employee salary and compensation reports
- ✓ Handles general salary increases on several methods, as well as "what if" analysis
- ✓ Analyzes proposed salary changes
- ✓ Maintains or calculates salary ranges and wage scales
- ✓ Re-establishes employee salary ranges, compa-ratios and quartiles when jobs are re-evaluated
- ✓ Maintains and reports salary survey data
- ✓ Produces wage analysis reports, wage projections and an analysis of wage increases
- ✓ Provides the ability to automatically increase employee scales and pay rates based on actual time spent in a Job, Position, Department, etc.
- ✓ Updates employee experience through manual input or payroll update processes

Performance Reviews

- ✓ Produces employee performance profiles showing past reviews, and salary/job history
- ✓ Records employee performance reviews; automatically applies job and salary changes
- ✓ Reminds users of up-coming reviews
- ✓ Supports Pay For Performance matrices and logic with manager input and approvals

Personnel Actions

- ✓ Includes an On-Line Personnel Action Form, facilitating distributed processing.
- ✓ Provides an on-line Personnel Action Form feature to allow users to enter "proposed/pending" changes to employee's master files; these are updated when the proper approvals have been given.

Contract Processing

- ✓ Provides the ability to define and manage employee contracts
- ✓ Allows users to define contracts associated with positions and employees, like Teacher's Contracts, managing payments over different calendars than the actual contract.
- ✓ Automatically calculates contract days and contract daily rates
- ✓ Includes mass update capability for automatic contract renewal

4.3 Benefits Administration

Plan Definitions

- ✓ Allows users to define plan, coverage and rate data for a wide variety of benefit plans offered to employees
- ✓ Benefit schedules determine which benefits apply to an employee

Benefit Elections / Enrollment

- ✓ Maintains records of employee participation in all plans
- ✓ Maintains a list of the dependents and beneficiaries each employee has covered or named in the benefit plans
- ✓ Provides a means of automatically enrolling employees on certain benefit plans or recalculating benefits for all employees

Contributions / Remittances

- ✓ Handles complex calculations of effective date, eligibility date, eligible earnings, coverage values, premiums, employee/employer contributions, taxable benefits, etc.
- ✓ Provides data to Payroll that is required for payroll processing and obtains data from Payroll required for remittance purposes
- ✓ Provides reports by plan and by employee of enrollment, contribution and historical participation in all plans
- ✓ Automatically produces the remittance reports required by the carriers
- ✓ Retains plan and employee statistics for analysis purposes
- ✓ Produces plan and employee benefit profiles
- ✓ Produces employee benefit statements
- ✓ Supports cafeteria style benefit plans, flexible spending accounts and flexible funds
- ✓ Provides the ability to manage COBRA requirements.

4.4 Attendance Control

Leave Policies

- ✓ Supports an unlimited number of leave bank policies including Vacation, Sick, Compensatory Leaves, FMLA etc.
- ✓ All rules are user definable
- ✓ Policy rules may vary for different groups of employees
- ✓ Leave policy schedules determine which policies apply to an employee

Leave Accruals

- ✓ Calculates all accruals - time and earnings
- ✓ Supports complicated service schedules
- ✓ Applies caps appropriately
- ✓ Automates leave bank payouts on termination
- ✓ Produces employee leave bank statements

Attendance Records

- ✓ Tracks, reports and analyzes leaves of absence
- ✓ Records planned and actual absentee time and costs
- ✓ Interfaces with payroll to automatically reflect planned absences on timesheets
- ✓ Maintains detailed and summary attendance history by type code, policy code and period
- ✓ Obtains absentee data from manual input, payroll and special update processes
- ✓ Provides analysis of absentee time by employee, area and reason
- ✓ Enables users to manage all forms of time banks with appropriate entitlements, pay-outs and rollovers
- ✓ Prepares employee vacation schedules

4.5 Payroll

Batches and Transactions

- ✓ Handles hourly, salary and commissioned employees paid on any frequency on various pay arrangements
- ✓ Supports one time and recurring sundry transactions for employees with ceilings and balances
- ✓ Provides full support for multiple garnishees by employee
- ✓ Supports entry of pay lines directly into payroll for corrections and last minute exceptions
- ✓ Performs retroactive pay calculations
- ✓ Automatically generates upcoming vacation pays
- ✓ Handles may different types of pays - regular pays, bonus pays, vacation pays, handwritten/manual checks, quick pays, pay adjustments and pay reversals

Time Generation / Loading

- ✓ Time worked, planned leave time and salary may be automatically generated
- ✓ Generated timesheets are based on user defined schedules - both full time or part time are supported
- ✓ Handles multiple holiday calendars
- ✓ Respects periods of employment, rate changes that occur in period and multiple assignments
- ✓ Time entries may be generated by day, by week or by period
- ✓ Time is generated by FLSA period and accounting cutoff to facilitate subsequent processing
- ✓ Time entries may also be loaded from external systems or clocks entries

Exception Entry

- ✓ Timesheets may be keyed in total or exceptions only according to the appropriate work rules
- ✓ Work rules may be attached to employees, positions, jobs, departments or groups
- ✓ Allows entry of temporary assignments with the correct rate derivation
- ✓ Allows late entries or corrections from previous pay periods
- ✓ Supports positive and negative adjustments of time and $
- ✓ Provides leave edit warnings when leave banks are exceeded - supports cascading banks
- ✓ Supports distribution to multiple GL accounts and tracking by project or cost center
- ✓ Time can be entered by category or in raw hours with the system determining regular, overtime, rest time, etc.

Review / Balancing / Approval

- ✓ Batch totals and employee totals are provided by time code for balancing
- ✓ Reports all time worked in summary and/or detail
- ✓ Timesheets may be reviewed, balanced and approved online prior to payroll processing
- ✓ Balanced, approved batches are interfaced to payroll and then frozen

Payroll Structure

- ✓ Organizes employees into payrolls based on entity, pay frequency, pay calendar and bank account
- ✓ Provides user definable pay categories to handle all types of pays - regular, future, advance, bonus, retro, adjustment and reversal
- ✓ Supports user definable processing frequencies to handle one time or recurring amounts in a specified time frame, on given pays, during specified months, “x” times a year, etc.
- ✓ Pay calculation steps are also configurable - users can define their own processing to take place at specified pay points

- ✓ Supports an unlimited number of pay components for time, earnings, deductions, benefits, accruals, statistics etc., with rule variations possible by entity, unit or group
- ✓ Frequently used combinations of pay components can be set up as named pay elements for easy reference

Payroll Cycle

- ✓ Supports user defined pay points and user calculations
- ✓ Supports all tax calculation requirements of the USA and Canada
- ✓ Fully integrated with Benefits and Attendance
- ✓ Addresses union contract requirements
- ✓ Performs all required payroll calculations using various taxation methods and highlights exceptional situations

Pay Disbursement / Banking

- ✓ Produces on demand, computer generated quick pay checks
- ✓ Handles checks and deposits
- ✓ Supports multiple deposit accounts
- ✓ Includes a complete check reconciliation facility

Pay Distribution

- ✓ Journalizes pay and benefits and posts the entries automatically to the G/L System
- ✓ Provides interfaces for Accounts Payable

Payroll History

- ✓ Retains period, month-to-date, quarter-to-date, year-to-date, contract-to-date and fiscal-to-date totals for inquiry and reporting purposes
- ✓ Provides powerful inquiry ability into detailed pay history and pay summaries

Legislative Reporting

- ✓ Meets reporting and filing requirements of the USA and Canada
- ✓ Produces internal and external reports for management, unions, insurance carriers, etc.

4.6 Time Scheduling

Shift Schedules

- ✓ Maintains shift definitions including starting/ending times, breaks, lunch periods
- ✓ Establishes repeating and non-repeating shift patterns that schedules can be based on

Operations Structure

- ✓ Organizes workers within divisions, work areas, work stations and station posts
- ✓ Provides ability to restrict distributions within a work area
- ✓ Provides ability to restrict selection to specific departments within a work area

Team Posts

- ✓ Work is planned by work team; each assignments is referred to as a "team post"
- ✓ Work team members are posted to a specific station post on a designated shift pattern
- ✓ A schedule of replacement jobs is maintained to help filling vacant posts with qualifies employees
- ✓ Employees can be authorized for certain jobs
- ✓ Work restrictions can be stated to avoid scheduling employees in posts that they are not willing to work

Scheduling Time

- ✓ Maintains standard and customized schedules by work areas and employee
- ✓ Generates daily, weekly and future schedules automatically and allows for manual overrides
- ✓ Weekly time schedules can be printed and posted for employees

Filling Vacant Posts

- ✓ Vacant posts can be easily identified
- ✓ View qualified people categorized by ….
- ✓ All calls in are recorded with accept or decline status
- ✓ Empty time slots can be filled manually or automatically
- ✓ Ranks employees for replacement in positions that become open (maintains lines of progression)
- ✓ Finds replacements from available personnel or reserve pool

Actual Time Entry

- ✓ Generates daily or weekly time information from work schedules
- ✓ Controls unauthorized time by restricting work hours outside of what is officially scheduled
- ✓ Clock time integration

Batch Control Approvals

- ✓ Actual time entries are batches by …
- ✓ Approvals can be done…

Creation of Time Entries

- ✓ Time Entries are automatically created from schedules

Work Rules and Policies

4.7 Forecasting & Costing

The PERSONALITY Forecasting and Costing application provides organizations with the tools needed to prepare detailed financial plans for their personnel costs and monitor actual figures against these plans. These same tools support "what-if" calculations that are valuable during labor negotiations.

Budget Environment

- ✓ Automatically creates "base" budgets from information held within the personnel data structures
- ✓ Creates budget structures according to user specified scope, level, time frame and budget calendar
- ✓ Scope - budgets may for selected parts of the organization up to the whole organization
- ✓ Level - budgets may be by entity, unit, group, department, auth area, org level or location
- ✓ Calendar - budgets may be by year, quarter, month or week
- ✓ Organizes the budget into budget areas based on the budget level selected
- ✓ Generates "budget seat" FTE's and wages from current assignments, position vacancies and planned positions, taking all date sensitive changes into account
- ✓ Associates appropriate statistics, premiums and distribution splits with newly created budget seats

Budgeting Process

- ✓ Provides a powerful tool for entering assumptions of change for specified budget seats and periods of time
- ✓ Creates budget scenarios for budget areas by copying the base and applying the assumptions
- ✓ Logs the affect of all assumptions that have been applied
- ✓ Defines budget plans that pulled together the proper budget area scenarios for the final budget
- ✓ Calculates detailed budget figures by using existing payroll calculation rules
- ✓ Provides automatic interfaces for budgets to and from external sources
- ✓ Produces summary and detailed budget profiles on request

Financial Analysis

- ✓ Automatically pulls actual figures from the journalized results of pays
- ✓ Provides extensive views, charts and reports showing the historical picture and comparisons
- ✓ Supports drill downs from summary data to detail, by date, budget seat, cost account, etc.
- ✓ Users can define and save their own viewpoints for analysis
- ✓ Users can define their own cost accounts for analysis purposes which may be based on pay components or portions of the G/L distribution codes

4.8 Labor Relations

The PERSONALITY Labor Relations application assists employers in managing their labor agreements and maintaining positive, cost effective working relationships with their employees and their unions.

Union Contracts

- ✓ Assists employers in managing their labor agreements
- ✓ Maintain union rosters and records union dues and fees paid
- ✓ Produces seniority reports required for layoff/recall purposes and long service recognition.
- ✓ Provide negotiation support

Complaints and Grievances

- ✓ Tracks, reports and analyzes complaints and grievances reported
- ✓ Handles grievances with or without named individuals
- ✓ Allows the grievance processes to be pre-configured with response time windows for each step
- ✓ Supports an unlimited number of user defined grievance types
- ✓ Records all settlement costs
- ✓ Provide grievance notifications to warn of upcoming events so that deadlines are not missed
- ✓ Analyze complaints and grievances

Disciplinary Actions

- ✓ Enables organizations to enforce work rules through progressive discipline
- ✓ Tracks, reports and analyzes disciplinary issues and activities
- ✓ Supports an unlimited number of user defined disciplinary action types
- ✓ Provide disciplinary notifications to warn of upcoming events so that deadlines are not missed
- ✓ Analyze disciplinary trends

Workforce Surveys

- ✓ Prepare surveys
- ✓ Conduct surveys to measure employee satisfaction
- ✓ Survey participants may be named or anonymous

4.9 Safety & Health

The PERSONALITY Safety and Health application helps employers ensure that their work environment is safe and free of hazards (mental, physical and emotional) and contributes to organizational productivity.

Safety Programs

- ✓ Maintains safety policies for an organization by entity and by location
- ✓ Records safety equipment and inspection schedules by location
- ✓ Identifies all safety and health activities by location
- ✓ Identifies safety committee members by location
- ✓ Records all reviews of policies, equiPM1ent, activities and hazards
- ✓ Records safety and health suggestions submitted by internal and external individuals
- ✓ Maintains records of work location hazards and job hazards
- ✓ Integrated with Labor Relations to record disciplinary actions taken against individuals who violate the safety and health rules
- ✓ Integrated with Training and Development to administer safety training programs

Incidents, Injuries and Illness

- ✓ Tracks, reports and analyzes safety and health related incidents and safety violations
- ✓ Records details of vehicles and passengers involved in incidents
- ✓ Tracks employee work-related health issues (injuries and illness) with/without incidents
- ✓ Tracks return to work and restricted duties details; tracks time lost to incidents
- ✓ Tracks all costs related to incidents, injuries, medical exams, tests
- ✓ Integrated with Payroll to track time lost and modified duties due to incidents
- ✓ Integrated with Accounts Payables to capture costs related to incidents
- ✓ Manages and controls Workers Compensation and Insurance Claims
- ✓ Produce First Report of Injury documents for all states and provinces
- ✓ Produces OSHA 200 report, 201 Supplementary reports and Year End Surveys

Personal Health

- ✓ Maintains personal health profiles with doctor information and emergency contacts
- ✓ Schedules medical exams for both employees and candidates
- ✓ Maintains a list of standard tests that must be performed by medical exam type
- ✓ Tracks medical exams taken – pre-employment, incident related, annual physicals, etc.
- ✓ Records medical exam results including tests taken, medications prescribed and inoculations received
- ✓ Reminds users of upcoming medical exams and tests
- ✓ Derives eligibility for safety awards based on hours worked without an incident

4.10 Training & Development

The PERSONALITY Training and Development application provides HR managers with the tools needed to ensure that the developmental needs of the organization and its human resources are fulfilled.

Core Competencies

- ✓ Maintains a multi-tiered dictionary of core competencies that are important to the organization
- ✓ Defines organizational needs via competencies attached to jobs, positions, postings and assignments through associated job profiles
- ✓ Training needs and qualification requirements are also noted in the job profiles
- ✓ Captures, tracks, assesses and develops the competencies of individuals in the organization.
- ✓ Maintains career ladders to assist individuals in choosing their career path

Development Programs

- ✓ Establishes development programs for management training, succession planning, employee career development, etc.
- ✓ Records individual career path objectives and establishes development activities that can help individuals achieve their goals
- ✓ Manages all development activities including training, courses and assessments
- ✓ Maintains individual development profiles including their formal education, training history, work experience, qualifications, competencies and training costs
- ✓ Provides a powerful talent search facility to help locate individuals with particular qualifications
- ✓ Produces a skills gap analysis to point out over qualified and under qualified personnel and identify their particular development needs
- ✓ Provides training maps to determine which training courses will develop specific competencies

Courses / Training

- ✓ Administers all aspects of internally prepared courses including course catalogs, class scheduling, class registration, resource planning, coordinating instructors, recording payments and testing.
- ✓ Maintains a list of authorized training suppliers for the organization
- ✓ Allows users to define internal or external courses and link them to development programs
- ✓ Defines training prerequisites, facilities required/scheduled, objectives, minimum and maximum class sizes and costs
- ✓ Automatically updates training history and competencies upon successful completion of a course
- ✓ Generates class rosters showing the status of each registrant
- ✓ Provides the necessary reporting to meet the ISO9000 training requirements
- ✓ Tracks on the job training details from timesheet information

Assessments

- ✓ Users can define their own tests to assess levels of competencies
- ✓ Supports approval processing for assessments
- ✓ Schedules and tracks assessment events for individuals
- ✓ Individuals can take the assessments online or assessment results can be keyed after the fact
- ✓ Questions can be ranked to provide automatic scoring ability or assessments can be reviewed and graded manually by supervisors

Succession Planning

- ✓ Key positions in the organization can be targeted through a succession planning facility
- ✓ Identifies specific individuals as candidates for particular succession plans
- ✓ Provides ability to view succession plan incumbents and their dire

4.11 Recruiting

The PERSONALITY Recruiting application provides organizations with the tools needed to manage the complete recruitment cycle from initial job requisitions to the point of hire.

Job Profiles, Requisitions, Postings

- ✓ Maintains job profiles with pre-specified requirements that act as templates for postings
- ✓ Automatically creates requisitions/postings for vacant positions
- ✓ Manually created postings may be entered for positions and jobs needed in the organization
- ✓ Supports approval processing for requisitions before an open posting is created
- ✓ Job profiles and open postings may be published internally or externally to attract candidates

Attracting Candidates

- ✓ Maintains a list of authorized recruiters for the organization
- ✓ Candidates are required to submit their resumes or personal profiles which include demographic information, education history, qualifications, work history, references and job preferences
- ✓ Candidate information can be submitted before or after postings are available
- ✓ Candidate profiles may be held on file for future reference as long as the candidate desires
- ✓ Current employees, prior employees and external candidates may all be considered for postings
- ✓ Tracks of the jobs a candidate has applied for or is interested in
- ✓ Candidate searches help locate suitable candidates for new postings
- ✓ Posting searches help candidates find postings that they are best suited for
- ✓ Provides automatic interfaces to and from search firms and job boards

Processing Applications

- ✓ Automatically creates applications when candidates apply for postings they are interested in
- ✓ Tracks applications through the selection process
- ✓ Users can create their own assessments that have built-in rankings to help them screen candidates
- ✓ Schedules and records the results of interviews
- ✓ Assists in verifying past employment and performing references checks
- ✓ Provides prioritized lists of qualified candidates through an automated screening process

Applicant Hire

- ✓ Supports approval processing for hiring decisions prior to job offers being created
- ✓ Employment checks be done before hiring can take place
- ✓ Provides an automatic hire process that turns successful applicants into a new employees carrying all of their information with them
- ✓ Tracks offers made, accepted and declined
- ✓ Manages communications between hiring managers, candidates, interviewers and agencies
- ✓ Monitors recruitment costs
- ✓ Provides statistics to measure the effectiveness of the recruiting activity.

4.12 Self Service

The PERSONALITY Self Service applications allow employees and managers to actively participate in all aspects of human resource management via the inter/intranet. *Self Service* is designed to allow organizations to streamline their processes through distribution of data entry and approval processes, while still retaining centralized control. The result: a move towards paperless systems, empowering employees with the information required to make effective decisions. *Recruiting Self Service* features allow organizations to turn their web site into an active portal that can facilitate the recruitment process, including on-line applications and questionnaires. *Time Management Self Service* features allow clients to create electronic timesheets, applying rules related to time at the point of entry, and automating the approval process. These applications are highly configurable, and can be tailored to address client specific requirements. The following are the key features:

Employee Self Service

- ✓ Provides general information about the organizations such as a personalized business calendar, business location directory, personnel directory, organization chart, etc.
- ✓ Allows employees to make their own changes to demographic data, address and phone information, aliases, emergency contacts, military records property details
- ✓ Sensitive information is changed via Personnel Actions which require approvals before the information is directly applied to the master files
- ✓ Allows employees to view their current and previous work assignments plus experience records
- ✓ Allows employees to view their wage history and performance records
- ✓ Produces wage verification statements
- ✓ Allows employees to make their own benefit elections
- ✓ Allows employees to enter and update beneficiary and dependents data
- ✓ Allows employees to enter tax filing information and deposit bank details
- ✓ Allows employees access their training and development records and apply for courses online
- ✓ Allows employees to view internal job profiles and open postings and submit applications

Manager Self Service

- ✓ Provides managers with a list of things they have to do - approvals of personnel changes, reviews, benefit elections, leave requests, timesheets, etc
- ✓ Provides managers with a list of their direct and indirect staff highlighting upcoming birthdays, hire anniversaries, etc.
- ✓ Allows managers to review and approve personnel actions submitted by their staff
- ✓ Allows managers to review and approve performance appraisals
- ✓ Allows managers to review and approve benefit elections
- ✓ Allows managers to review and approve leave requests
- ✓ Allows managers to review and approve timesheets

Time Management Self Service

- ✓ Allows employees to enter leave requests, validating against leave banks, based on policy rules
- ✓ Allows employees to view their attendance records and see their current leave balances
- ✓ Allows employees to enter and confirm their timesheet information, applying the appropriate rules at the point of entry
- ✓ Allows employees to view recent pay stub information
- ✓ Allows managers to review leave schedules for all of their direct reports
- ✓ Allows managers to review and approve leave requests
- ✓ Allows managers to review and approve timesheets

Recruiting Self Service

- ✓ Provides a set of web components that may be added to a client's web site for recruiting purposes
- ✓ Allows candidates to review internal job profiles
- ✓ Allows candidates to review and apply for open postings
- ✓ Allows candidates to submit their personnel profile consisting of demographic information, education history, qualifications, work history, references and job preferences and their resume
- ✓ Takes candidates through user defined questionnaires/assessments that rank and prescreen the candidates

4.13 Workflow

The *PERSONALITY* application provides clients with the ability to implement their Workflow requirements, automating their internal business procedures. The Workflow features can be utilized throughout the system. There are two key types of workflows – the first being a Business Procedure. This is an interactive process, where employees are automatically moved through a number of steps required to complete a business procedure, e.g. New Hire Procedure. The second is a Triggered Action, where an action that occurs in the system, e.g. a New Hire, causes a workflow to be triggered, e.g. an email to be issued automatically. Overall the Workflow features allow clients to improve the efficiency and effectiveness of their processes, through automation.

Business Procedure Workflows

- ✓ Allows users to define an unlimited number of business procedure workflows
- ✓ Provides the ability to define an unlimited number of steps in the business procedures, including Forms, Screens, Reports, Triggers, etc.
- ✓ Mandatory fields can be defined by business procedure, and these fields will be highlighted for users when entering information
- ✓ Security can be defined by business procedure, allowing users to display only the fields that are pertinent to the business procedure
- ✓ Users are automatically stepped through the business procedure workflows, ensuring steps are not missed and reducing the amount of training required

Triggered Action Workflows

- ✓ Allows users to define actions that should automatically occur, triggered by other actions, for example, when an employee is hired, an email can be automatically generated notifying the department manager, and another email can be sent to the security administrator requesting that they be set up with the system access security for the new user
- ✓ Allows users to automatically generate an individual email, as well as an email containing a summary of all similar actions for the day/week, etc.
- ✓ Allows users to tailor the text contained in the email, in a mailmerge approach
- ✓ Allows users to include attachments in emails generated
- ✓ Allows users to automatically generate on-line alerts, to the user, the manager and/or the employee, with user defined messages in the alert
- ✓ Reminds users of any actions that were not completed in previous workflows
- ✓ Combined with the Web Self Service Module, the Manager Self Service features provide the ability to have To Do Lists automatically created
- ✓ Allows users to automatically generate reports, based on triggered actions, and these can be scheduled to run when required, e.g. daily, weekly, first of month, etc.

Approval Levels

- ✓ Allows clients to define the approval levels required based on the user making the change to the system, and the type of change being made
- ✓ Users can define an unlimited number of approval levels, e.g. a salary change request may require approval from the Area Manager, Division Director and HR Manager, while a Timesheet requires Supervisor approval as well as Payroll approval

5. PERSONALITY GENERAL FEATURES OVERVIEW

PERSONALITY is a full-featured Human Resource and Payroll software system. At the heart of the design is the belief that *"the system should do most of the work according to each client's rules without custom programming"*. A high degree of intelligence has been incorporated in the system. PERSONALITY allows complex processes to be performed simply and according to the client's specifications. PERSONALITY was built with the following design objectives in mind - ease of use, informative, functional, flexible, effective, auditable, reliable, secure, modular, integrated.

5.1 Broad Scope

"Now, one system handles all your Human Resource needs - from recruitment to retirement"

All Types of People

Employees, contractors, pensioners, survivors, applicants

All Types of Organizations

150 to 50,000^{+} personnel
Public and Private business sectors in all industries
Multi-company capabilities

Wide Geographic Coverage

Regulatory support for all states and localities in the US, including Puerto Rico
Regulatory support for all provinces in Canada

Organization Related Business Requirements

Structure & Policies
Government Compliance
Compensations & Benefits
Training & DeveloPM1ent
Labor Relations
Planning & Forecasting
Financial Control

Employee Related Business Requirements

Recruiting
Hiring
Personnel Records
Salary Management
Benefit Enrollment
Attendance Control
Scheduling, Clocking, Time Entry
Payroll
Training & Development
Reviews, Pay for Performance
Personnel Actions
Seniority & Experience Tracking
Grievances

Disciplinary Actions
Safety & Health
Termination and Retirement
COBRA

5.2 Modular Design

"Purchase only what you need; add products later as required"

Product Structure

Application Foundation
System Administration
Common Definitions
Personnel Records
Position Control

Human Resource Related
Salary Administration
Contract Processing
Benefits Administration
Attendance Control
Labor Relations
Safety and Health
Training and Development
Recruiting

Payroll Related
Payroll
Time Scheduling
Forecasting and Costing

Web Self Service
Employee and Manager Self Service
Web Site Recruitment
Time Management Self Service

Tools & Utilities
Conversion Tools

Fully Integrated Solution

Plug & play with Seamless boundaries
No duplication of data entry between products

One Package - Many Solutions

Human Resource
Payroll
Integrated Human Resource/Payroll
Applicant Tracking
Time & Attendance

etc.

Incoming/Outgoing Interfaces to other Systems

May stand alone or work in conjunction with other systems
Extensive interface capabilities

5.3 Information Base

"The depth of the product will address your most complex requirements"

Comprehensive Relational Data Base

Entity Relationship Diagrams (ERD's)
Normalized to eliminate redundancy
Referential integrity enforced
All tables linked through internal unique ID's

High Level Definitions

Date sensitive rules and policies
Coding schemes established by users
Code sequence numbers may be assigned automatically - by organization
Codes can be changed easily without mass updates

Powerful Lexicons

Built in Lexicon (Dictionary) used for all reference fields
Users may work with abbreviations instead of codes
Lexicons may be fixed, partially fixed, user-defined or user-created
Lexicons may be country sensitive
Lexicons are language sensitive

User Defined Fields

Ability to add additional data fields to any table
Users may provide their own field prompts and validation rules

User Notes

Ability to add user notes throughout the system
Notes are attached to a table and a subject (e.g. REVIEW #3 for person # 555)
Multiple user-defined note types supported
Note may be dated
Users can establish the maximum note size per table (1 to 2000 characters)

Electronic Memos

System generated and user generated memos
Ability to reply to memos
Mailing Lists may be used
May be integrated with E-mail

History Retention and Archiving

External Message System

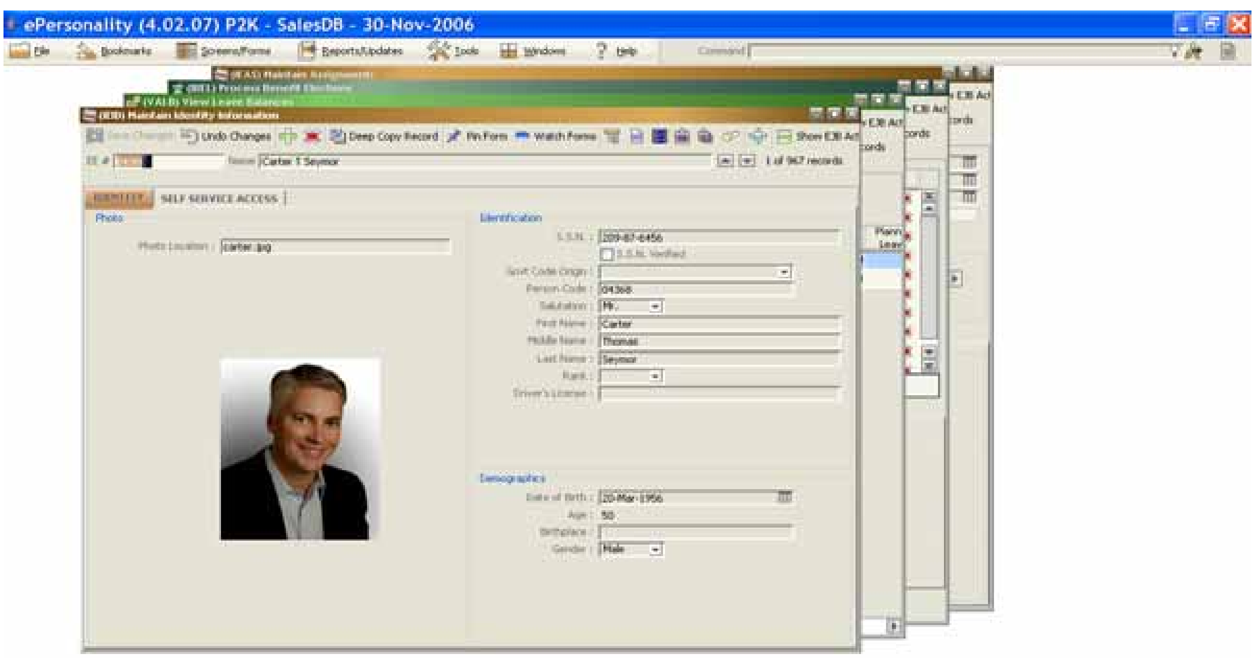
5.4 User Interface

“The system works the way YOU want to work”

Graphical User Interface

Full windows support with multiple “open” transactions in separate windows
All windows may be resized, maximized, minimized or closed
Window titles may contain extra information
Each window may contain one or more data blocks
Related data blocks (e.g. header/detail) are fully synchronized
Supports single and multi-row blocks - wrap, spreadtables, overflow right, overflow below
Vertical and horizontal scroll bars where applicable
Radio buttons, check boxes, push buttons
Reference codes (“lexicons”) handled through Pop Lists with abbreviations
Code fields have powerful List of Values to pick from
All date fields have a pop up Calendar for easy data entry
Pictures are supported in multiple graphics formats
Color schemes are used to communicate
Different shading on mandatory vs. optional fields
Different shading on secure fields
Different shading on fields in error
Different shading on queryable items
Current record highlighted in multi-row blocks
Full mouse and keyboard control over all functions

Sample Screens



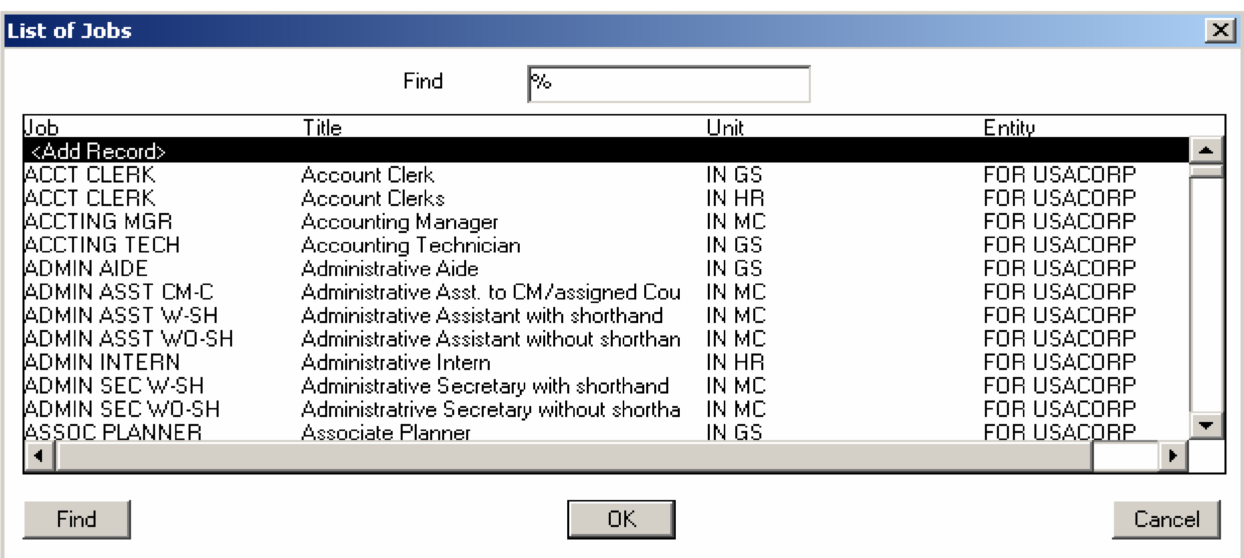
Navigation

Windows compliant menus and submenus
Context sensitive enabling/disabling of menu items
Keyboard access to all menu items through ALT keys (e.g. ALT+F for File menu)
Extensive availability of accelerator keys (e.g. CTRL+P to Print)
Dynamic user defined menu for custom functions
User defined procedures to control workflow
Multiple toolbars with icons to assist users
………..Horizontal toolbar for editing
………..Vertical toolbar for list processing, querying, date sensitive changes
Balloon help on toolbars for tips
Context sensitive enabling/disabling of toolbar icons
Wide use of push buttons on forms to invoke other functions
Right click on code fields provides a jump into facility to maintenance functions
Command processing supported
Most Recently Used function list (MRU's)
Bookmarks - listed in descending order of frequency of use

Find Block

Find Block helps locate record - definitions and people
Specific record can be chosen
Title is shown when a specific record is chosen
Chosen record is automatically displayed in form
Generic searches can be done
% provides a list of all records to pick from
Drill down to the correct record
Search anything across the row by specifying characters after the %
Add record opens form in add mode

Sample Find Block List of Values



Job	Title	Unit	Entity
<Add Record>			
ACCT CLERK	Account Clerk	IN GS	FOR USACORP
ACCT CLERK	Account Clerks	IN HR	FOR USACORP
ACCTING MGR	Accounting Manager	IN MC	FOR USACORP
ACCTING TECH	Accounting Technician	IN GS	FOR USACORP
ADMIN AIDE	Administrative Aide	IN GS	FOR USACORP
ADMIN ASST CM-C	Administrative Asst. to CM/assigned Cou	IN MC	FOR USACORP
ADMIN ASST W-SH	Administrative Assistant with shorthand	IN MC	FOR USACORP
ADMIN ASST WO-SH	Administrative Assistant without shorthan	IN MC	FOR USACORP
ADMIN INTERN	Administrative Intern	IN HR	FOR USACORP
ADMIN SEC W-SH	Administrative Secretary with shorthand	IN MC	FOR USACORP
ADMIN SEC WO-SH	Administratrive Secretary without shortha	IN MC	FOR USACORP
ASSOC PLANNER	Associate Planner	IN GS	FOR USACORP

List processing

List processing is available throughout the system
………..Create lists through queries
………..View list at any time
………..Go to first, previous, next, last record on a list
………..Return to form with a double click from the list
Navigate through time, through queried records, through people records, through functions
Use named, saved lists

Query By Example

Powerful query ability - users may enter, run, or cancel query
Queryable items are highlighted
Query on multiple fields – codes, dates, descriptions, amounts, etc.
Include “%” or “_” wild characters
May use operators for complex queries (<, <=, =, >=, >, <>)
May use special functions and SQL statements
Query statistics available
Ability to see a list of the rows that satisfy the query
Right click on lists to sort by any column
Double click takes you to the data record shown on the list

Powerful Field Editing Capabilities

Cut, Copy & Paste ability
Clear field, clear record, clear block, clear all
Duplicate field, duplicate record
Text editor may be used to edit fields
Full add, change, delete and view capabilities (with proper authorization)
Single or multi-row commits
Cascade deletes supported
Revert (undo) ability

Web Enabled

Interactive WEB based forms
Standard option to produce outputs in HTML format

MS Help

Context sensitive Help
Search for help on…
Table of Contents
Glossary
Show accelerator keys

5.5 Flexibility

"You can tailor the system without reprogramming"

People Locator

People searches may be done on multiple criteria
"%" and "_" may be used as wild characters
Full search is done if no criterion is supplied
Qualified people appear in a People List in a scrollable spread table format
People Lists can be used immediately or named and saved for future use
Right click on column to change the sort order
Current person is carried forward to subsequent people screens
Name of current People List is remembered

People ID Line

People ID Line acts as a header for all people screens
Displays Person Code, Last Name, First Name, Entity, Department, Employment Status
Ad hoc lookups allow users to quickly and easily "get a single person"
Users may use the last People List or Open a New List at any time

Effective Date Processing

Users determine the point in time they wish to work "as of"
- the "as of" date defaults to the system date at connect time
- the "as of" date is always displayed in the main window title line

Users can change the "as of" date via a function whenever the want
System maintains a chronological picture of all date sensitive information
- for rules, policies and people
- date sensitive records are contiguous - i.e. no gaps in time are allowed

Initial date sensitive record defaults from the beginning to the end of time
Date sensitive records are shown in descending order by effective date
- the effective date and change reason highly visible

System automatically navigates to the "current" date sensitive record
Users may easily navigate to earlier or later date sensitive records by 'clicking' on the earlier record
Users are allowed to make the following changes with proper authorization:
- information correction - to correct data in a given record
- date sensitive change - to add new dated information
- date correction - to correct an effective date
- delete a date sensitive record - to undo a date sensitive change

Modify Effective Record
- does not update effective/expiry dates, just replaces data content
- user may update the existing change reason

Add Effective Record
- updates effective/expiry dates, change reason and data content
- brings up a dialog with the new effective date and change reason defaulted
- user may override or supply the "as of" date
- user may override or supply the change reason
- on commit, record is split based on the new "as of" date

Change Effective Date
- allows user to correct the effective date, with no changes to the data content
- on commit, the dates on the existing and previous records are corrected

Remove Effective Record

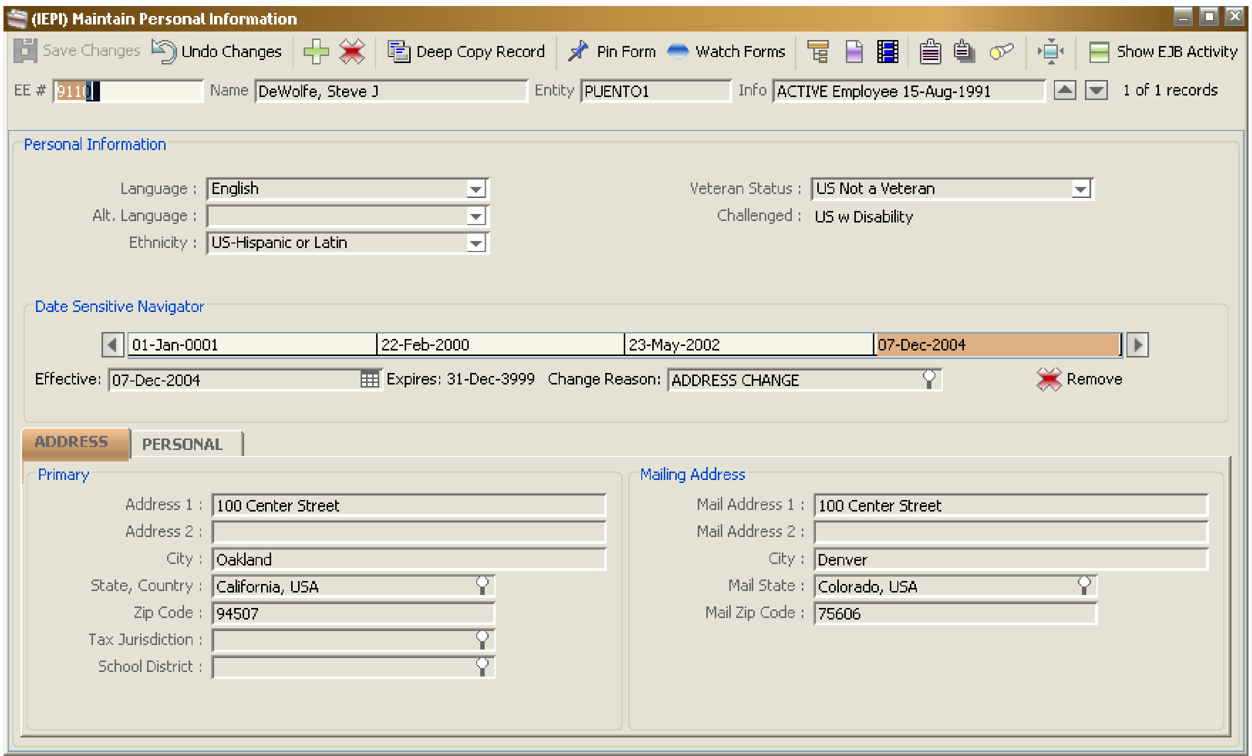
allows users to undo a date sensitive change

the last remaining date sensitive record may not be deleted

Related information is managed appropriately

- related information may be user fields, distribution codes, premiums, etc.
- no change during information only updates
- cloned during date sensitive changes
- no change during date corrections

Sample Date Sensitive Screen



Functions

Functions are processes a user can execute
Functions may be interactive or batch processes
Users can add their own custom functions

Workflow ("Procedures")

"Procedures" allow users to carry out consecutive business functions
Users may display steps of a procedure
Steps may be mandatory
Easy navigation from one step to another
Each step of a procedure is a transaction
Easy to step to next person at the end of a procedure and continue
May suspend a procedure and resume where you left off

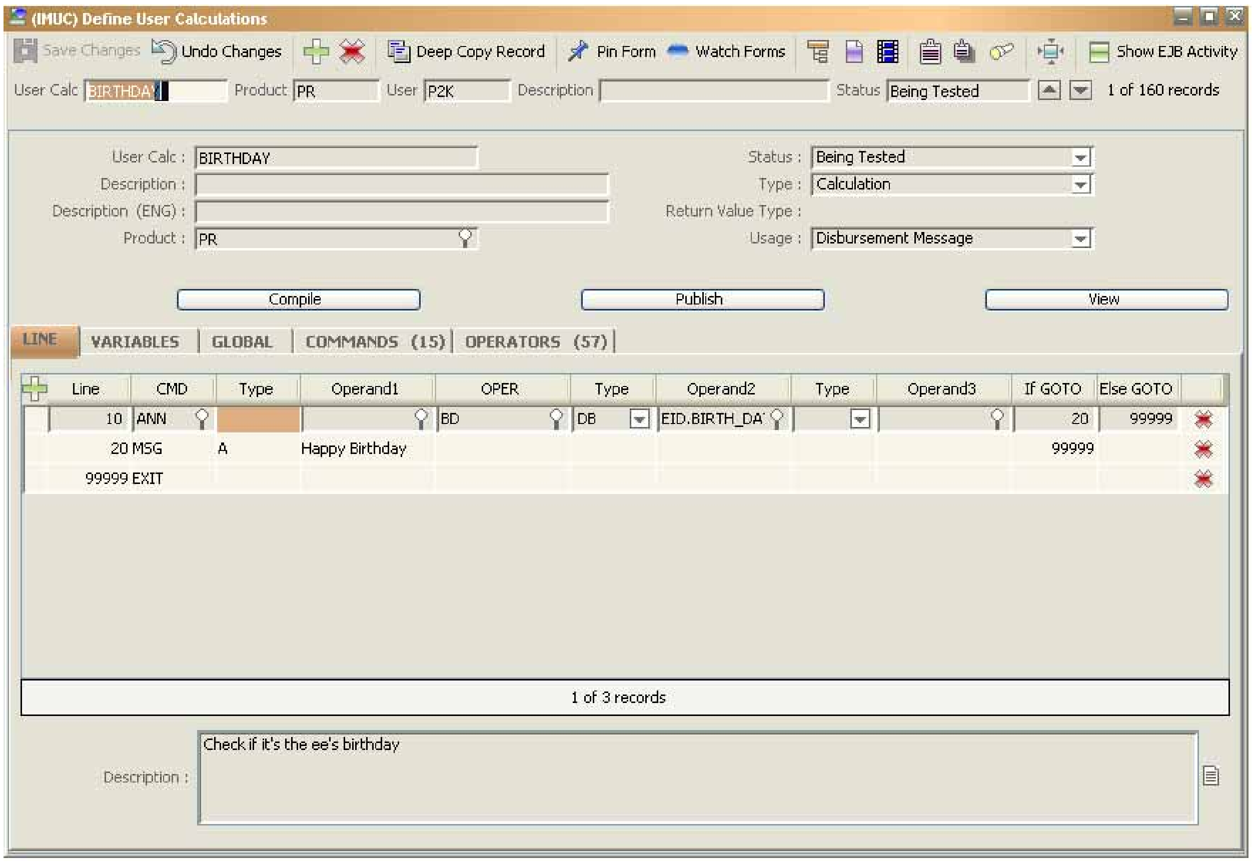
Preferences

Preferences may be established for many fields
To reduce data entry on adds and facilitate queries
Preferences may be set by function, user or site

User Calculations

A powerful user oriented language is included for implementing special rules and formulas
User Calculations support complex functions and operations
User Calculations can tap most of the database
User Calculations are compiled into pure PL/SQL code that is very efficient
Date sensitive user variables may be used throughout
Custom tables may be established to handle special requirements

Sample User Calculation



5.6 Auditability

"You can rely on the integrity of your information"

Referential Integrity

Primary key constraint - server
Unique key constraints - server
Foreign key constraints - client & server
Check constraints - client & server
Trigger Logic - server
Non-transferability constraint - server
Restricted or cascade deletes

Special Validations

SSN/SIN edits - formatting based on country
Postal code edits - formatting based on country
Phone # edits - formatting based on country
Data is stored formatted

Logging

Before and after values of all table/column changes are logged
Logging is done through insert, update and delete triggers on tables
Tables & columns are designated as "Logging Allowed"
Logging is "on" by default; users may turn off logging selectively
Users recreate the logging triggers as required

Audit Fields

All tables have the following audit columns maintained through triggers
………...CREATE_USER
………...CHANGE_USER
………...CREATE_DATE
………...CHANGE_DATE
Audit information may be viewed on any form block along with the form version information

Run Time Controls

Data Validation

Easy To Maintain

Exception and Trace Facilities

All exceptions are captured in an Execution Run Log in the database
Processing may also be traced at various levels
Exception and trace messages may be viewed online or reported

5.7 Security

"Confidential information remains under your control"

All Access Specifically Defined

Based on Oracle Users and Roles

Available within PERSONALITY and also in external reporting tools such as Discoverer
Security is defined within PERSONALITY and automatically recorded in the database.
A "reconciliation" process compares data base settings to PERSONALITY settings.

Execution Rights (Authorizations)

Users or roles may be granted execution rights for application functions.
Menus only show functions that are allowed for user

Security Rights (Record Security)

Additional security rights may be granted to users and roles:
Allowed actions - Create, Retrieve, Update, Delete
Allowed entities (may contain wild chars)
Allowed units (may contain wild chars)
Allowed departments (may contain wild chars)
Allowed authorization areas (may contain wild chars)
Allowed payrolls (may contain wild chars)
Responsibility level
Personnel Action approval level
Contact security level
Benefit plan security level
Resume security level and Custom table security level

Field/Column Security

Access to fields and columns may be restricted by user, role or function
Update, View/No Update, No View access
Limited implementation of Mandatory/Optional settings
"Pre-form" must change form item properties dynamically to respect security
Forms must trap security related errors and handle appropriately

Confidential User Password / Employee Pin #

Password complexity rules are user definable
Passwords may be set to expire after a specific period, with rules on how long old passwords are remembered
Controls may be set for actions to be taken after *'n'* unsuccessful attempts
Passwords are encrypted using SHA-1 secure algorithm
May specify allowed time period for users - start and end dates
Employees can only access their own records

Generic & Individual Users

Direct access via forms, ODBC, Discoverer and other tools

5.8 Reporting

"Access to information has never been easier"

Flexible Reporting

Report parameters are defined for all report functions
Parameter values are supplied at runtime through a generic input facility
Report parameter values may be "memorized" by user per function
Memorized parameter sets may be designated as private or public
- Multiple memorized parameter sets may be retained per user per function

Report style is established by the users
Reports may be directed to the server cache, screen, printer, file, e-mail, HTML document or previewed first
Reports may be tailored to meet specific needs
- Oracle Reports develoPM1ent seat is included with each license
- Clients are entitled to the source code for all reports
- Clients may copy and extend the standard package reports, or write their own

Views and database functions are available to simplify reporting and apply security

Controlled Update Processes

Update processes provide flexible run options
Trial (What If) run option is available
Users can choose to
- Process, report and update in one step
- Process and report first, then update if all is OK
- Process, report, correct, report again, then update if all is OK

All batch processes are recoverable in the event of a machine failure

Batch Job Submission

Schedule batch job executions
At a specified date and time
- Recurring submission

Decide where a batch process should run
- Multi-tier architecture
- Client vs. Server

Monitor Job status
Capture run statistics
Distribute outputs
- Handle multiple outputs from each execution
- Server printer, client printer, network printer, fax, e-mail, web

End User Reporting

Oracle's Discoverer product may be purchased for end user reporting
Discoverer Administration layer comes with the product
Discoverer End User Desktop single user license also comes with the product

Executive Information Analysis

Oracle's Express OLAP product may be purchased to provide advanced executive information retrieval

Full Desktop Integration

ODBC connections permit integration with other desktop tools for
Letter Writing
Spreadsheet processing
Email Integration

5.9 Technology

"PERSONALITY is based on today's leading technologies and is positioned to take advantage of emerging technologies"

Open System Solution

Compliant with industry standards
Developed with the Oracle Designer/Developer Case Tools
Internal logic written in Java and PL/SQL
Utilizes HTML and XML technologies

Relational Database Technology

Based on the Oracle 9i relational data base server

Web Application Server

Utilizes Oracle's Internet Application Server

Run Time Environments

Single or Multi-user processing
Client/Server based computing
Browser Based computing
Internet/Intranet capabilities
Distributed processing

Multi-Platform, Multi-Tier

Clients - Windows 95/98/NT/2000/XP
Server - Windows NT/2000/2003/XP, HPUX, AIX, Sun Solaris, Linux
800x600 (SVGA) screen resolution - minimum configuration

Machine to machine

Local Area and Wide Area networks
Internet/ Intranet
SQL*NET, NET 80 connections
ODBC connections

Technical Software Requirement

Oracle 9i/10g Database Server (Standard Edition)
Oracle Internet Application Server 10g (Enterprise Edition)
Internet Development Suite

5.10 Documentation

The PERSONALITY product includes a comprehensive set of manuals that describe all of its capabilities and use. An integrated MS help facility fully explains each system component and gives users on-line access to all parts of the documentation.

High Line provides complete system and program documentation, including the following:

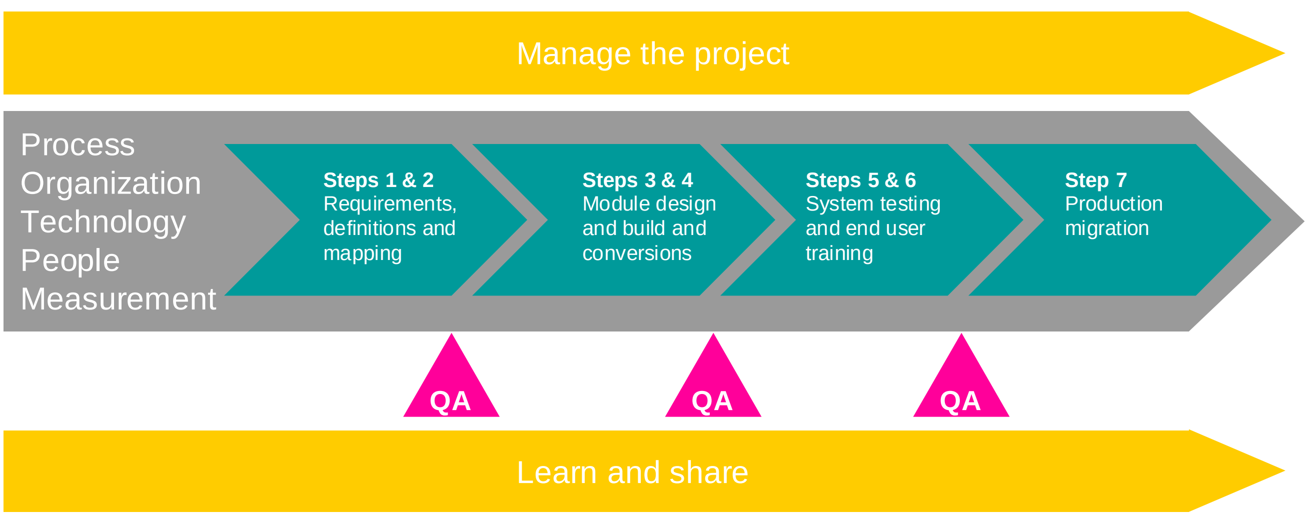
ERD's	Entity Relationship Diagrams
Glossary	A list of commonly used terms with their definitions
User Interface Manual	A guide to provide the user with the knowledge required to successfully navigate through the PERSONALITY system.
Module Manuals	Describe the features, functionality, setup and usage of each of the application modules.
Technical Training Manual	Describes database set up and structure, back up and maintenance routines, table descriptions, etc.
Installation Guides	Provide detailed instructions on the installation of the product.
Conversion Manual	Provides instructions for the use of High Line's conversion utilities and programs, and all field mappings
System Administration Manual	Technical training geared towards higher-level users on the implementation team – Navigation and Administration of PERSONALITY.
User Manual	User manual templates are provided as part of the Quick Start services.
Online Help	An online help system based on MS Help is included with the system.

6. IMPLEMENTATION OPTIONS

High Line has a successful track record of on-time, in budget implementations, following our structured implementation methodologies. We work with each client to jointly develop a Custom Implementation Plan, that addresses their needs, based on the complexity of their requirements, the types of resources and the time they can commit to the project, the dates they wish to be live, as well as the degree of change that will be required in order to deploy the solution in their environment. We will work with SBC to develop a plan that suits your needs, once you have determined your resource availability, modules required, etc. Based on our understanding of your requirements, and experience in similar environments we have proposed a Quick Start approach. We have designed the plan following a ‘big bang’ approach, with all modules implemented at once, as this is the most cost effective. It is quite common to phase implementations, and SBC will determine if this is preferred. The following provides the details of what would typically be involved at each stage of the implementation following this methodology.

We have provided the details of our Standard Methodologies in Section 6.4.

6.1 Details of Recommended Implementation Tasks and Deliverables



Step 1 and 2 – Business Requirements Definition and Mapping

Planning and Mobilization

High Line has designated a single point of contact, a Project Account Manager, for the Implementation Project. We will work with SBC to finalize an Implementation Plan, that includes a detailed Project Plan, identifying all tasks and assigning responsibility and resources, as well as identifying risks and contingencies. We have included a draft Implementation Project Work Plan in Section 6.3, and will finalize this with you during the Project Planning session. The critical path and critical resources will be confirmed in the Implementation Plan. The Plan will become the project baseline, and will maintain visibility throughout the project, ensuring that all work and progress is assessed according to the original plan.

The High Line Project Account Manager will work with SBC’s Project Manager to maintain the Implementation Plan and all other documents and plans relating to and developed as part of this project. SBC’s Project Manager will be responsible for managing the day to day activities of the project, ensuring that all tasks are identified, assigned and completed on a timely basis.

During this step, we will begin to establish and orient the project team. We will schedule and conduct the Project Pre-Planning Meeting, to ensure that everyone is fully prepared, with the required information for the Project Planning Meeting between High Line and SBC's project team. These meetings will serve to:

- Confirm the project team composition, roles and responsibilities
- Clarify project scope, schedule, and deliverables
- Develop Project Plan
- Develop an overall communication strategy

Toward the end of the project planning and mobilization, we will present the complete detailed project work plan. This plan will provide the blue prints for the remainder of the Implementation.

Project Planning

At the start of each project, High Line conducts a Project Pre-Planning Session web conference to introduce the team members, review the implementation approach and assign data gathering homework. Your staff will gather employee information, company rules, union contracts, benefit plans, attendance policies, etc. This information must be sent to High Line at least one week prior to the Implementation Planning Session so that High Line can review it in preparation for the planning session.

The initial Implementation Planning Session is a detailed planning and needs analysis session conducted on site to prepare a roadmap for the Personality implementation. For effective project planning, clients must have a clear understanding of the Personality concepts and capabilities, and High Line must have a complete picture of the client's requirements. The planning session gives your team members and ours an opportunity to meet one another, discuss the requirements, review all project activities, assign responsibilities and establish a project schedule. The output of this session, combined with the Business Requirements and Mapping session is an Implementation Plan Report that forms the basis of the Implementation Services agreement between you and High Line.

Define Requirements

During the Implementation Planning Session we will confirm that SBC's requirements are met by the proposed software solution. We will obtain a clear understanding of the 'As Is' situation, as well as confirming the desired business processes, functions and information required to meet the project's defined business objectives. We will document and define SBC's future Business Requirements.

To accomplish this, we will:

- Assign data gathering responsibilities to SBC's implementation team
- Conduct interviews with appropriate SBC staff
- Review all data gathering information, including any union/employee contracts, benefit rules and reports
- Identify potential third party vendors/interfaces
- Develop high level process flows
- Apply "Best Practices"

Install Software

During this step we will install the required Oracle software, as well as the Personality software, working with SBC's Technical Resources. We will complete the Installation Acceptance Procedures jointly established.

Training is provided on installation procedures. Our application software installation process is completely scripted, simplifying the procedures. We will work with SBC to create the initial environment, including installation of the Oracle iDS, database and application server. Once the technical environment is installed we will work with you to create the instances required, e.g. a Demo/Training instance, Pilot Test instance and Conversion instance.

During the Project Planning Meeting we will jointly define the System Acceptance Criteria to determine whether the system is successfully installed, and we will ensure all steps are completed and accepted by SBC's technical staff, ensuring that the system will work on the agreed upon platform including software and hardware and that it will meet SBC's technical standards.

To accomplish this, we will:

- Install Oracle Database
- Install Oracle Application Server
- Install Personality Software
- Create Training, Pilot Test and Conversion instances
- Complete Installation Acceptance Test Plan

Business Requirements Analysis and Mapping

During the Implementation Planning Session we will confirm that SBC's requirements are met by the proposed software solution. SBC's Implementation Team will gain a clear understanding of the capabilities of the software and any gaps in requirements. To ensure that an acceptable and feasible 'To Be' solution emerges, is proven, and becomes well documented, we will work with SBC to map their business requirements to the application's capabilities applying best practices based on our extensive experience in similar environments and knowledge of the industry. SBC's project manager will inform SBC's Steering Committee of each issue and opportunity on an ongoing basis.

To accomplish this, we will:
- Conduct interviews
- Work with the Implementation Team to confirm the features required to address their requirements
- Document the solution required for any unique requirements
- Identify any gaps and determine the required solution to address these
- Apply "Best Practices"

The deliverables from these Steps are:
- The Project Plan to include: Goals and Objectives, Scope, Organizational Structure Options, Resource Commitments, Risk and Mitigation Strategies and Confirmation of Budget and Costs
- Installed and functioning Training/Demo, Pilot Test and Conversion instances
- Implementation Planning Report including details of all decisions made, details of features required and priority, solution to address unique requirements, approach required to address any gaps, resource commitment and project milestones
- High level conversion strategy, assigning responsibility
- Interface requirements, assigning responsibility
- Implementation Time Line/Project Plan identifying all tasks and assigning responsibility

- System Acceptance Criteria
- Detailed Installation Procedures Documentation
- Comprehensive Entity Relationship Diagrams
- System Installation Acceptance Criteria Sign Off Documents

Step Three and Four: Module Design/Build and Conversions

Module Design/Build

During this step, the application is configured. The system design is the architecture used to build the system and complete the software set-ups, configuration and interfaces. During this step we will begin the iterative process of setting up the applications based on the detailed system design.

Following a Quick Start methodology, High Line will conduct detailed analysis of SBC's requirements by module (screen by screen, field by field), and set up the system for a representative group of employees. High Line will then provide training on how to use the system, assigning homework to SBC to verify that the system meets their needs.

Tasks include:

- Detailed analysis of Personality feature required
- Pilot set up for representative test group
- Training to the SBC Implementation Team on the features required
- Assignment of testing required to validate solution defined
- Assist in determining the Testing Strategy, including schedules and scenarios
- Develop High Line Supported Enhancements (if required)

Once we are satisfied with the results of the Pilot Test Environment, SBC will begin working to convert and validate the legacy data for operation in the new system.

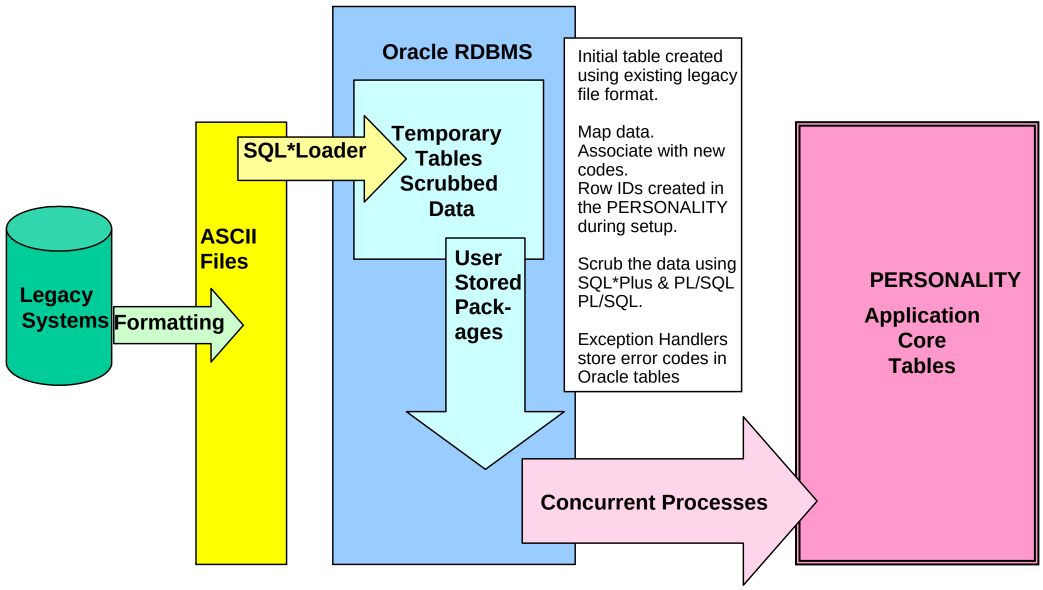
Conversion and Interfaces

Our Conversion Strategy goal will be to have a repeatable process allowing us to reconvert in order to test for pay periods that include the majority of challenges, e.g. last pay in a quarter, first pay in a new year. There is typically no need to convert and maintain two systems in sync. Each of the testing stages will include Solution Testing, Parallel Testing (in full or partial form) and Integration Testing.

The tasks involved are

- Assist SBC to perform data conversion mapping
- Provide training on the conversion utilities
- Assist SBC to finalize conversion strategy
- Provide consulting on the most efficient manner in which to convert legacy data
- Assist SBC to develop and test automated data conversion programs
- Assist SBC to execute test scenarios
- Assist SBC to develop a preliminary live roll out plan

There are several major categories of information that will need to be converted, i.e., employee data, training history, recruitment data, payroll history, etc. In all cases, there will be an automated conversion of any data that contains an employee number, so as to ensure data integrity during conversions. In general, we would also recommend an automated conversion of all tables, which exceed 1000 rows. It is our recommendation that we use the direct conversion using the strategy detailed below.



Personality provides you with conversion utilities to import information from formatted files/tables, into the Personality system, applying required edits, validations and integrity constraints. Conversion is normally done from extracted flat files containing your data but information may also be converted from spreadsheets or keyed from paper records, if that is the only means available.

We would recommend that the following process for conversion program specification, development and coding be utilized:

Item	Description	Type of Resource	Comment
1.	Prepare a functional specification, including all map and gap analysis as well as all transformation specifications	Business Analyst	A standard template will be used. The effort estimate is an average based on a combination of simple complex functional specifications An issue log for each specification will be maintained until all issues are resolved. The issue log will be part of the documentation
2.	Review and sign-off functional specifications	Business Owner	This is an approval by the business owner to confirm the business rules
3.	Prepare technical specifications for each functional specification	Programmer / Analyst	This task converts the business requirements as defined in the functional specification into specifications for a programmer

Item	Description	Type of Resource	Comment
4.	Review and sign-off technical specifications	Technical Resource	This is an approval by the technical team that they have understood the functional requirements. An issue log for each specification will be maintained until all issues are resolved. The issue log will be part of the documentation
4.	Code and unit test each technical spec.	Programmer / Analyst	The effort estimate is an average based on a combination of simple complex functional specifications
5.	Develop test cases and test data	Business Analyst	
6.	System Testing	Business Analyst	
7.	User Acceptance Testing	Business Analyst	

We have included technical resources to assist you with your conversion and interface requirements, within the hours proposed. SBC may choose to utilize the time proposed as required to assist with conversion and/or developing interfaces. Any hours in excess of the specified hours that are utilized will be billed on a time and materials basis.

The deliverables from these Steps are:

- Conversion data mapping document (High Line to assist)
- Training and documentation on the conversion utilities
- Assistance with conversion programming
- Assistance with interface programs

Steps Five and Six: System Testing and End User Training

System Testing

Testing begins early and runs all the way up to the "go live" date. This testing and learning process is critical to a successful project. Testing will include independent testing of individual components as well as testing for successful integration/interfacing with your financial applications and other system interfaces. To provide an integrated approach to testing all aspects of the new application system, we will:

- Work with SBC to assist in the development of a testing strategy – processes and integration
- Work with SBC to assist in the development of process focused testing scenarios
- Work with SBC to assist with the execution of front-to-back business process simulation

Our recommended testing strategy includes:

- Master Testing List – identifying all items that must be tested; jointly developed.
- Testing Plan – detailing what will be tested on each test, including the schedule and resources assigned; jointly developed.
- Test Scenarios/Scripts – detailed plan of how the test will be conducted, identifying the desired end result of the test, the system preparation required, the information that must be entered and the steps required to complete the test. The scenario will also identify any adjustments required until the desired end result is achieved; jointly developed. Portions of these scripts can then be utilized for testing purposes when new releases are received.

End User Training

High Line recommends that End User Training be conducted upon completion of Steps 3 and 4, when SBC has validated the 'To Be' solution with a representative group of employees. The focus of end user training is how each user will utilize the system, versus understanding what it can do. We typically schedule the training at the beginning of the Production Size/Parallel testing stage, to allow the appropriate end users to assist us in the final testing of the system. Our approach to End User Training is a "train-the-trainer" approach with a heavy reliance on the client project team members to conduct training or designate appropriate users to assume this task, with materials developed by the project team. This training is essential to a successful project. The goal is to ensure that adequately educated users are prepared to take on the tasks associated with using the new system.

The deliverables from this Step are:

- Assist in the development of a testing strategy document
- Assist in the development of test scenarios/scripts
- Assist with full testing, reconciliation and issue resolution throughout process
- Test Results
- System Tested Applications Signoff
- Assist in the development of Personality end user training documentation
- Assist in the development of an education and training Plan
- Assist with end user training

SBC's Implementation Team will work together with High Line to complete all testing. We have provided for the assistance of the Senior Consultant during the Parallel Testing stage. SBC's Project Manager can choose to utilize this time to assist with End User Training, if required, within the hours proposed.

Steps Seven and Eight: Production Migration and Post Implementation Support

Production Migration

To migrate the organization, systems, and people to the new applications environment, a series of testing steps or dress rehearsals are conducted. These rehearsals will enable us to work through the systems processes many times to achieve a smooth transition to a production environment. We will:

- Assist in the preparation of a transition strategy
- Assist in the verification of production environment readiness
- Assist in the development of a post conversion support strategy and support plan
- Determine degree of knowledge transfer required, and schedule
- Assist with the cut-over to new applications

Post Implementation Support

High Line is proposing to provide you with 1 month of post implementation support to assist you with any live implementation clean up issues and to address any new issues that arise in live production. Our goal will be to bring closure to each phase, finalizing and closing any implementation issue logs. We will also work with you to sign off on any remaining system acceptance criteria.

The key deliverables from this step are:

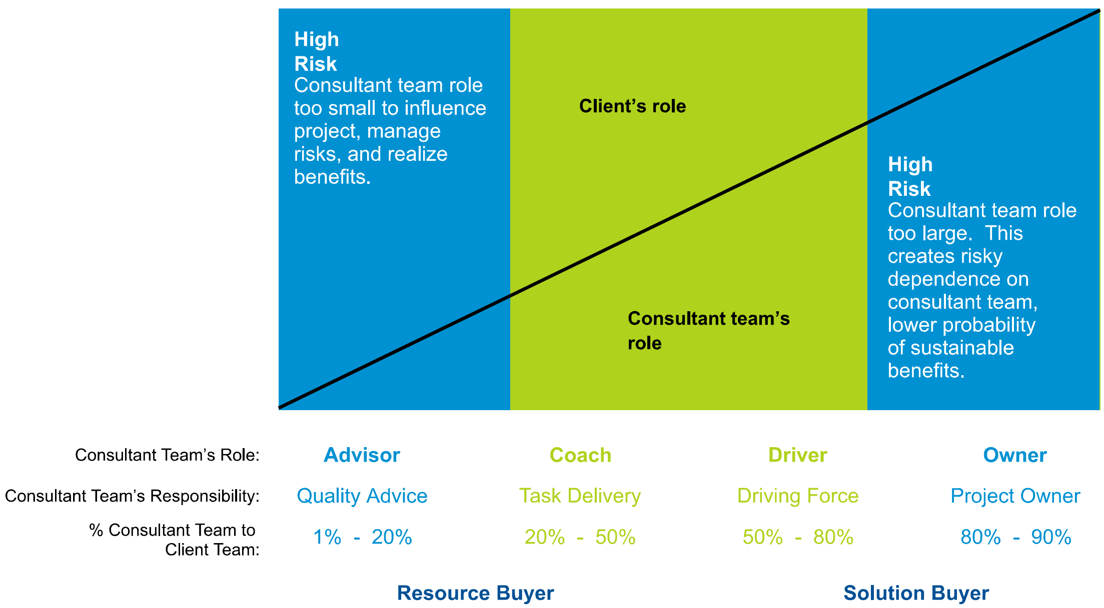
- Development of a transition strategy (High Line assist)
- Successful rollout of SBC's live production system – (High Line assist)
- Final system acceptance milestone sign off
- Closure of the implementation issues log (High Line assist)
- Planning meeting with bring closure to the project

6.2 Project Organization and Staffing

Overview of the Project Team Resources

Our methodology includes teaming with our clients to provide a highly efficient and productive organizational relationship. SBC has the complete authority to scale up or scale back the consultant's project team in conjunction with its own internal resources.

The intent of the illustration below is to show how the organization, as the client, could structure the engagement in the way that best suits you. We typically can provide the most value in a Coach or Driver mode, depending, again, upon your preferences. We recommend several key SBC employees be dedicated to the software implementation project.



Our recommendations are summarized in the organization chart and in the estimate of client hours required for the project.

High Line Project Team

<u>High Line Project Account Manager</u>

The role of the **Project Account Manager** is to provide advice and overall quality assurance to the implementation. This will be accomplished with the following responsibilities:

- Responsible for Initial Project Planning deliverables
- Consulting on the best practices approach to implementing the features provided
- Identifying the solution required to address all requirements in the Implementation Planning and documenting results
- Perform a quality assurance role to insure best practices are maintained
- Monitor risks and critical issues to the project

- Maintain communication with High Line's project team to ensure consistency and adherence to timeframes.
- Review and approve any scope change documents
- Assuming overall responsibility, along with SBC's Project Manager, for the successful completion of project
- Measuring project success against budget, original scope, and business objectives
- Provide scope and direction for project team
- Researching issues reported in Customer Care System
- Assistance in prioritizing 'Go Live' Issues
- Project Account Management Assistance to ensure on-time, in budget implementations

High Line Product Design Manager

The **Product Design Manager** is responsible for the overall design of the Personality application, and will participate in the initial Project Planning Sessions to ensure that any enhancements required to address unique requirements are identified at the beginning of the project and scheduled for completion within the implementation timeframe. Their prime responsibilities will include:

- Designing enhancements to the standard system to address unique requirements
- Consulting on the best practices approach to implementing the features provided
- Committing to deliverables required within the implementation timeline
- Overseeing the deliverables agreed upon and ensuring they meet requirements

High Line Sales Account Manager

The **Sales Account Manager** has extensive experience implementing Personality applications in similar environments, and will participate in the initial Project Planning Sessions to ensure that all commitments made during the sales cycle are properly planned for in the implementation. They will also be responsible for ongoing client well being, available upon request. Their prime responsibilities will include:

- Project Planning
- Consulting on the best practices approach to implementing the features provided
- Transitioning all commitments made during the sales process to the High Line Professional Services Team

High Line Senior Application Consultant

The **Senior Application Consultant** has extensive experience implementing Personality applications in similar environments, and will be responsible for providing training on the Personality modules, and working with SBC to set up examples of their 'To Be' solution in the Pilot Test Environment. They will also provide consulting on the best practice options for implementation, as well as troubleshooting assistance during the parallel test stage. Their prime responsibilities will include:

- Participate in the Implementation Planning Session
- Conduct detailed analysis of each module and feature determined to be required in the Implementation Planning Session, documenting the approach that will be configured and gaining client approval
- Complete the set up and testing of the system according to the approach mutually agreed upon, following best practices
- Provide training to SBC on how to use the features that were set up
- Assist the implementation team to determine Testing Strategies
- Assist the implementation team in Production Size/Parallel Testing

- Assist the implementation team in live production cutover
- Provide the required knowledge transfer once the live cut over is completed
- Provide ongoing support, as required (this will be defined in the post implementation support strategy)

High Line Senior Technical Consultant

The **Senior Technical Consultant** has extensive experience installing the Personality applications and providing Technical Training on the Applications. They will be responsible for installation, technical training, conversion training, conversion and interface consulting and programming assistance (within hours proposed), and will work with SBC to provide consulting on the best practices and ensure knowledge transfer. Their prime responsibilities will include:

- Training SBC's Technical Resource on the technical features of application
- Training SBC's Technical Resource on the conversion utilities provided
- Developing conversion and interface programs within the hours proposed

Role of SBC's Staff

In order to ensure the success of the project, High Line recommends and requests that SBC designate the appropriate staff members for the duration of the implementation.

The **Executive Steering Committee** works with the High Line Project Account Manager and is primarily responsible for mobilizing support of the entire organization, resolving issues and making decisions at critical stages of the project. Monthly meetings and quality assurance checkpoints during the project define the time commitment.

Every successful project requires an **Executive Sponsor - that** person at a high department level with a specific interest and stake in the outcome of the project. The executive sponsor has exceptionally good communication skills and represents the project to other SBC executives, management and employees at large. The sponsor does not have daily responsibilities but will be called upon to provide input and support at critical points in the project.

In addition to the Steering Committee and executive sponsor, SBC team members should include a full-time **Project Manager** for all phases. This person provides direction to the project team as well as reviewing work products and deliverables. The project manager is the change leader and has responsibility for major issues and decision resolution. They will work with the High Line Project Account Manager to ensure effective coordination of activities on from the standpoint of the High Line team member's task assignments and the High Line deliverables.

The manager must possess:

- Functional knowledge of current SBC processes
- Big-picture view of the organization and the ability to analyze individual process components
- Authority to make decisions on project issues
- Ability to explore alternative methods of conducting business
- Skills in communicating a new vision to other SBC staff members

Typical responsibilities include:

- Developing project plans in coordination with High Line's Project Account Manager
- Assigning tasks to other internal project personnel
- Managing risks and escalated issues

- Assuming overall responsibility for the successful conclusion of the project
- Steering committee attendance and monthly updates
- Keeping the project in scope

User department representatives, **Functional Experts**, will participate in all aspects of the project. We anticipate that SBC will provide one person representing Human Resources and another representing Payroll, committed at least 25% of their time. These team members will participate in day-to-day activities of the project and will be critical to implementing each of the phases.

These staff members must have:

- At least a general knowledge of the functional area to which they are assigned
- Developed analytical skill
- Ability to take direction and work independently

Typical responsibilities include:

- Planning activities for a specific process area or application product set
- Supporting daily activities for the assigned process team
- Participate in the implementation processes
- Make decisions regarding the business aspects of their respective modules
- Develop/revise business policies with respect to the operation of the system
- Participate in end user training

Technical Resource(s), will participate in all aspects of the project, focusing on conversion, interfaces and any custom reporting requirements. We anticipate that SBC will provide one person representing the Information Technology department, committed at least 50% of the time. This Technical Resource will participate in day-to-day activities of the project and will be critical to implementing the technical requirements of the project. We are also assuming that SBC will provide database administration services, as required. High Line offers additional assistance to clients in this area, if required.

These staff members must have:

- A strong technical understanding of the legacy systems
- Developed analytical and business logic skills
- Some experience with conversion, and programming required to scrub the data from legacy systems

Typical responsibilities include:

- Work with the High Line Technical Consultant to install the required Oracle and Personality software, ensuring proper configuration of the instances required
- Attend scheduled High Line training courses
- Complete assigned conversion responsibilities
- Complete assigned interface responsibilities
- Complete reporting requirements
- Assist in developing a testing strategy
- Assist in developing a conversion strategy
- Assist in developing a production migration strategy

Project Management

Quality Project Management is an essential part of any successful implementation. Our project account management approach integrates two fundamental concepts to build success: begin with proven, effective methods and take advantage of the synergistic benefits of teamwork. We understand that reinventing the wheel serves no purpose. Comprehensive methods have been developed and applied that guide projects and embrace the unique characteristics of each business. We also recognize that a strong Project Team, drawing upon the resources that each party brings to the project. The combination and interaction of business acumen and technical ability lend to the success of each project. We are committed to assisting SBC to meet your project objectives and helping you streamline and enhance your operations through the successful completion of this project.

The methods and techniques that will be used to effectively manage this project.

Quality Assurance

- Effectively manage project cost
- Manage key project risk areas
- Ensure strong communication between management, users, and the project team
- Strive for the highest level of quality and employ continuous improvement techniques
- Exceed SBC's expectations

Project Planning

- Execute a plan that is mutually agreeable to all parties.
- Define who is responsible for key deliverables and when they are due.
- Process change requests for scope changes and revised requirements.
- Create a project scope for each phase that outlines objectives, scope, management and control structures, team organization, roles and responsibilities, and other "ground rules" of the project.
- Plan each project in detail defining tasks, timing, milestones and staffing.
- Monitor actual progress versus planned progress and take actions to resolve any significant gaps.
- Create and maintain issue management and change control processes.

Establish Open Communication

- Prepare program reports for each Steering Committee meeting.
- Review all progress reports
- Establish formal communication networks which define who needs what information and when.
- Prepare weekly status reports which communicate progress, issues, change requests, etc.
- Establish a knowledge base that contains all project information and is accessible by authorized personnel.

Manage Risks

- Identify key risks, analyze their impact, define containment measures and establish contingency plans
- Every change in scope, approach, or design can pose a risk to the project.
- Manage issue resolution process so decisions are made quickly

Risk Management Overview

The adoption of radical change to fit best practices is always difficult. People and culture change more slowly than technology. Therefore, we believe that significant effort will be required for SBC to adopt best practices in the areas of Payroll, Human Resources and Time & Attendance. The actual implementation of the software, while complex, time consuming and difficult, has been done in hundreds of organizations across the United States and Canada.

We caution you to consider carefully the human and procedural changes that new Human Resources, Payroll and Time & Attendance systems will bring to SBC. Without excellent change management, broad spectrum communications and timely and thorough training and knowledge transfer, the software might be implemented perfectly and the project still not meet its goals.

The SBC and High Line Project Team:

Project Steering Committee
SBC - TBD
High Line- Shannon Miller, Brian Diamond, Karl Niemuller

Project Management
SBC – TBD .25 - .5 FTE
High Line – Brian Diamond/Robert Forbes

HR/PR Functional Implementation Team

SBC:
HR Expert – .25 - .50+ FTE
PR Expert – .25 - .50+ FTE

High Line:
Senior Application Consultant/Trainer and High Line Implementation Specialist – as scheduled

Technical Implementation Team

SBC:
Technical Expert – .5+ FTE

Programmer/Analyst – 1.0 FTE

DBA – as scheduled

High Line:
Senior Technical Consultant - as scheduled

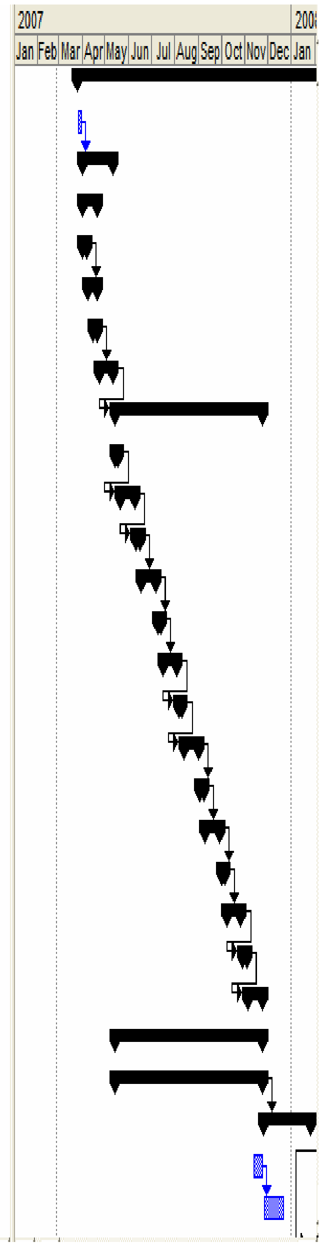
The High Line Team reflected above are committed according to the draft Implementation Plan included in Section 6.3. On-site weeks for other High Line staff will typically be 40-hour workweeks, over a 4.5 day period, for the majority of the implementation. Our expectations of SBC's Functional Project Team are to commit at least 25 - 50% of their time per week to this engagement, in order to meet the aggressive timeline requirements. Our expectation of SBC's Technical Project Team are to commit .25 – 1.5+ FTE for the duration of the project. This joint effort will ensure a successful project.

High Line is committed to providing the best resources for this project. The High Line Team of consultants are specialists in functional and technical areas. The High Line Team has been uniquely designed to meet SBC's implementation objectives.

6.3 Draft Project Work Plan

The following provides a graphical depiction of a draft Implementation Project Work Plan for SBC including implementation of all modules proposed. This plan assumes that SBC will implement in a 'big bang' approach versus a 'phased implementation' approach, following a Quick Start methodology. We will work with you to jointly develop a custom implementation plan that addresses your needs, and takes into consideration your resource availability, any deadlines that must be considered, or other compelling issues.

	Task Name	Duration	Start	Finish	Cost	edecesso
1	⊟ SBC Sample Quick Start Implementation Plan	280 days	Mon 3/26/07	Fri 4/18/08	$386,450.00	
2	Data Gathering	5 days	Mon 3/26/07	Fri 3/30/07	$0.00	
3	⊟ Business Requirements Definition	30 days	Mon 4/2/07	Fri 5/11/07	$60,000.00	2
4	⊟ Planning & Mobilization	15 days	Mon 4/2/07	Fri 4/20/07	$27,000.00	
5	⊞ Project Pre-Planning	5 days	Mon 4/2/07	Fri 4/6/07	$0.00	
10	⊞ Project Planning and 'As Is' Analysis	10 days	Mon 4/9/07	Fri 4/20/07	$22,000.00	5
24	⊞ Install Software	5 days	Mon 4/16/07	Fri 4/20/07	$5,000.00	
29	⊞ Bus Requ Mapping - 'To Be' Vision Definition	15 days	Mon 4/23/07	Fri 5/11/07	$33,000.00	24
36	⊟ Pilot Build	140 days	Mon 5/14/07	Fri 11/23/07	$221,250.00	29
37	⊞ On Site Review - Foundation, Position Control and Salary Administration	5 days	Mon 5/14/07	Fri 5/18/07	$8,500.00	
40	⊞ Setup Foundation, Position Control and Salary Administration	15 days	Mon 5/21/07	Fri 6/8/07	$15,450.00	37
44	⊞ On Site Review - Benefits and Attendance	5 days	Mon 6/11/07	Fri 6/15/07	$8,500.00	40
47	⊞ Setup Benefits and Attendance	15 days	Mon 6/18/07	Fri 7/6/07	$15,450.00	44
51	⊞ On Site Review - Generic Payroll Interface and Basic Payroll	5 days	Mon 7/9/07	Fri 7/13/07	$8,500.00	47
54	⊞ Setup Generic Payroll Interface and Basic Payroll	15 days	Mon 7/16/07	Fri 8/3/07	$15,450.00	51
58	⊞ On Site Review - Recruitment, Training & Development and Basic Self Se	5 days	Mon 8/6/07	Fri 8/10/07	$8,500.00	54
61	⊞ Setup Recruitment, Training & Development and Basic Self Service Admi	15 days	Mon 8/13/07	Fri 8/31/07	$15,450.00	58
65	⊞ On Site Review - Recruitment Self Service and Workflow	5 days	Mon 9/3/07	Fri 9/7/07	$8,500.00	61
68	⊞ Setup Recruitment Self Service and Workflow	15 days	Mon 9/10/07	Fri 9/28/07	$15,450.00	65
72	⊞ On Site Review - Employee & Manager Self Service, Labor Relations and !	5 days	Mon 10/1/07	Fri 10/5/07	$8,500.00	68
75	⊞ Setup Employee & Manager Self Service, Labor Relations and Safety & He	15 days	Mon 10/8/07	Fri 10/26/07	$15,450.00	72
79	⊞ On Site Review - Forecasting & Costing, Org Charts and Discoverer	5 days	Mon 10/29/07	Fri 11/2/07	$8,500.00	75
82	⊞ Setup Forecasting & Costing, Org Charts and Discoverer	15 days	Mon 11/5/07	Fri 11/23/07	$15,450.00	79
86	⊞ Interfaces and Reporting	140 days	Mon 5/14/07	Fri 11/23/07	$10,000.00	
90	⊞ Conversion	140 days	Mon 5/14/07	Fri 11/23/07	$10,000.00	
95	⊞ Parallel Test	45 days	Mon 11/26/07	Fri 1/25/08	$63,800.00	90
98	End User Documentation	10 days	Mon 11/12/07	Fri 11/23/07	$0.00	
99	End User Training	20 days	Mon 11/26/07	Fri 12/21/07	$0.00	98



County and High Line Estimated Project Hours:

Role	High Line Hours	County Hours
High Line Sales Account Manager	20	
High Line Project Account Manager/V.P. Professional Services	550	
High Line Senior Application Consultant	1,198	
High Line Implementation Specialist	1,140	
High Line Technical Consultant	200	
County Project Manager		1,484
County Human Resources Functional Expert		1,054
County Payroll Functional Expert		1,054
County Technical Resource		1,654
County Programmer/Analyst		1,210
County DBA		166
Totals	3,108	6,622

6.4 Standard High Line Implementation Services

During your implementation of the High Line products, our professional services personnel will work closely with you to ensure a successful project. After a thorough review of your requirements, we will assist your management and staff with the development of a detailed implementation plan. This planning document, which is signed off by both High Line and the Client, will serve as a roadmap for the project. Progress will be monitored through regular meetings and conference calls.

Our professional services group can provide you with all of the services you will need to implement the High Line products in a timely, efficient manner. The implementation services include project management, training, consulting, software installation, technical support, application building, documentation, conversion and testing assistance. The amount of services provided will depend on your own resource availability and the implementation option chosen. The services will be firmed up during the implementation planning session.

6.4.1 Implementation Options

High Line offers clients the following two options for implementation:

Option I – Train the Trainer Implementation Approach
Option II – Quick Start Implementation Approach

The option you choose depends on the resources you have available to participate in the project:

Option I - Train the Trainer

The Train the Trainer implementation approach puts a lot of responsibility on your Implementation Team. We train you on the system features and provide consulting on how to effectively utilize the products. We install and teach the conversion utilities and we support your team during the testing stage. Your team is responsible for the rules set up, pilot testing, conversion and parallel testing, plus the project management.

Train the Trainer implementations normally take 6-9 months for the Core Modules, or longer depending on the dedication of your key people. We recommend 75% dedication from at least three key people for this approach to be effective.

Option II - Quick Start

The Quick Start implementation approach involves more High Line resources. High Line is responsible for the set up of the system according to your needs. We train your staff on how to use the system and through this process verify that the system set up meets your requirements. We also assist you with the conversion and testing and we prepare the End User Documentation that describes how to use the system.

A Quick Start implementation costs more but it shortens the install time since our experienced consultants are doing a lot of the work for you. Quick Start reduces the demands on your key people to less than 25% and shortens the install time for the Core Modules to less than 6 months. Upon completion of a Quick Start install, clients can decide if they wish additional knowledge transfer to empower them to be able to fully maintain the system themselves, or they can decide to rely on High Line to assist them with future changes.

Project Staffing

Both implementation options assume that the client will provide at least one person from each of the functional areas involved – Payroll/Finance, Human Resources and Information Services. Additional "experts" in specific areas, e.g. Benefits, will be required to be involved for specific time frames - to understand system features, identify the approach required and then to confirm that the set up meets requirements. The staff assigned to the team must have a strong understanding of the rules that must be implemented in their area.

High Line will work with you to develop an appropriate implementation plan, charting critical tasks and a time line upon completion of an in-depth needs analysis. Ongoing support requirements vary from client to client. High Line will supplement your team as required if your company has insufficient resources.

During the implementation, our clients can choose the High Line services that are right for them. The following three models are commonly used:

a) Project requirements are fully met by client, and overall staff requirements can be satisfied by in-house expertise. High Line's role becomes that of a trainer, educator and consultant.

b) A mixture of client staff and dedicated High Line staff are used to effect the implementation.

c) Third party consultants, under High Line's direction, handle the day-to-day implementation and manage the overall project. The consultants are responsible to the client.

Implementation Stages

The implementation of PERSONALITY is done with a proven methodology that consists of eight stages:

Project Planning

At the start of each project, High Line conducts a Project Launch web conference to introduce the team members, review the implementation approach and assign data gathering homework. Your staff will gather employee information, company rules, union contracts, benefit plans, attendance policies, etc. This information must be sent to High Line at least one week prior to the Implementation Planning Session so that High Line can review it in preparation for the planning session.

The Implementation Planning Session is a one-week detailed planning and needs analysis session conducted on site to prepare a roadmap for the PERSONALITY implementation. For effective project planning, clients must have a clear understanding of the PERSONALITY concepts and capabilities, and High Line must have a complete picture of the client's requirements. The planning session gives your team members and ours an opportunity to meet one another, discuss the requirements, review all project activities, assign responsibilities and establish a project schedule. The output of this session is an Implementation Plan Report that forms the basis of the Implementation Services agreement between you and High Line.

Software Setup

In accordance with the Implementation Plan, High Line will deliver the software to your site or the hosting site, perform the technical setup, verify usability and provide technical training to your Information Services staff. The PERSONALITY demo system is left as a training tool along with a newly built Pilot System. High Line will retain a copy of your Pilot System for support purposes.

Pilot Testing

The Pilot System is used as a low volume test environment for your structures, rules and procedures. The setup of the Pilot System will be done by your implementation team under High Line's guidance with Train the Trainer, or by a High Line implementation specialist with Quick Start.

In a Quick Start install, as High Line configures each module, you will be trained on the functionality and learn the system by testing the set up provided by High Line. Once the setup for the module is complete and accepted by you, the same process will be repeated for other modules.

As your knowledge of PERSONALITY grows, High Line will assist you in preparing specifications for report modifications, conversion software, interfaces, custom forms and other needs. High Line will generate software revision quotations (SRQ's) for this work if you wish High Line to write the software.
During pilot testing, you should review and modify your internal methods and procedures to accommodate the new system. At the appropriate time, the Pilot System will be used to conduct internal training sessions for all users of the new system.

Conversion

One of the most important activities in an implementation project is the conversion of information from your existing systems into the PERSONALITY database. There are several areas of conversion – definitions, people information and history (e.g. payroll year-to-dates).

High Line provides you with tools to assist in converting this information. Conversion is normally done from extracted flat files containing your data but information may also be converted from spreadsheets or keyed from paper records, if that is the only means available. A file of historical Payroll information from your current database will be required for payroll history conversion.

Production Testing

When the Pilot System is functioning to your satisfaction and the conversion process is ready, a full production test is done to test the system with volume and to test the conversion, interfaces and custom software. The production test will confirm that all necessary functions have been implemented and will allow you to measure the run times of various cycles and processes so that the production procedures and schedules can be finalized. High line will assist you with the building and setup of the production system.

Parallel Testing

Parallel testing is done to ensure that the new system is totally reliable. At the start of the parallel runs, master files are converted and transactions are entered into both the new and the old systems. The new system is then put through one or more business cycles. If the results are within an acceptable tolerance, the new system can be put into production.

Live Cutover

When the results of the Parallel Testing are acceptable, you are ready to "go live" with the PERSONALITY system.

Post Implementation Review

After you have been live on PERSONALITY for a period of time, we will revisit the implementation plan to ensure that all requirements are being addressed and functioning properly. A plan will be put in place to address lingering issues. Planning for the next phase will begin.

6.4.2 Implementation Success Factors

It is important to construct an Implementation Team that is able to dedicate sufficient time to the project. Clients can also turn to High Line to provide additional resources if necessary for the project. The success of your implementation will depend on the following factors:

Availability of resources
Complexity of the requirements
Caliber of resources assigned to the project
Prior package installation experience
Ability to get decisions made
Commitment to the project

The following are some of the project controls we recommend for successful implementations:

Project Controls

The project team will utilize several project control tools to manage the scope and quality of the project. These tools include:

- Issue Log
- Change Request Form
- Project Change Request Log

Issue Log

Tracking Number	Date Opened	Status	Issue	Resolution	Responsible Person	Date Comp/ Resolved
YY-####	*MM/DD/YYYY*	*Open Closed*	*Description of the issue*	*Description of the resolution*	*Name of Person*	MM/DD/YYYY

Change/Issue Management

Change and Issue Management addresses the processes by which issues are recorded, evaluated, and either resolved or determined to be change request. This section provides definitions for Issues and Changes and describes the respective management processes, rules and tools that will be used for the Change and Issue Management process.

Definitions

Issue – Any open question or design item that cannot be directly resolved by the responsible party. May include system problems, open design questions, or technical challenges.

Change Request – Any request for changing a completed deliverable or the scope of the workforce management project as defined in this Study document and the Implementation project charter. The deliverable may be a design for a component or a completed system component. Change requests may come from developers, end users, business executives, or the issue management process. All of these requests must flow through a formal change process.

Issue Management Process

Any project team member may log an issue. Each issue is logged, to include desired resolution, benefit(s) of resolution and requested due date. At any time, anyone can escalate an issue. The person logging the issue will be the initial issue owner. The project manager assigns primary ownership and final due date for the resolution of each issue. After the issue responsibility is assigned, the issue enters the review status until it is either resolved or determined to be a valid change request. If the issue is a change request, the issue enters the Change Management Process.

Issues will be sorted by due date, priority and type. All issue owners must be present in the project issue review meeting or must send an informed delegate to represent him or her. Any issue overdue or within 7 days of due date will be discussed. The owner must present an answer or action plan in the meeting. Issues that lead to changes may be escalated to change requests.

Change Management Process

Change requests enter the Change Management Process on a Project Change Request form via the Issue Management Process, testing results, user suggestions, or the operations support process. Periodic meetings will be held to support the Change Management Process.

Solution Definition and Solution Development Rules

The project manager determines when a request is a change request. If a request affects the budget, affects the schedule, affects the benefits, and /or affects the underlying architecture, then the request is a change request. Team members are not to process any change request until it has been approved. The project manager can only approve changes that may affect interim deadlines, but do not affect overall deadlines. The Executive Committee must approve any other changes.

6.4.3 Documentation

High Line provides complete system and program documentation, including the following:

ERD's	Entity Relationship Diagrams
Glossary	A list of commonly used terms with their definitions
User Interface Manual	A guide to provide the user with the knowledge required to successfully navigate through the PERSONALITY system.
Glossary	A list of commonly used terms with their definitions
Module Manuals	Describe the features, functionality, setup and usage of each of the application modules.
Technical Training Manual	Describes database set up and structure, back up and maintenance routines, table descriptions, etc.
Installation Guides	Provide detailed instructions on the installation of the product.
Conversion Manual	Provides instructions for the use of High Line's conversion utilities and programs, and all field mappings
System Administration Manual	Technical training geared towards higher-level users on the implementation team – Navigation and Administration of PERSONALITY.
User Manual	User manual templates are provided as part of the Quick Start services.
Online Help	An online help system based on MS Help is included with the system.

7. SUPPORT SERVICES

Annual Service Agreements

High Line is committed to providing support services that will ensure our client's continued success and satisfaction with our products. Our service personnel have considerable experience and extensive industry, application and technical skills to assist clients with the High Line products.

Annual Service Agreements provide High Line clients with ongoing support services following the warranty period which include Support Line access, product releases, software patches, legislative changes, documentation changes and upgrade options.

Support Line

The High Line Support Line provides assistance to all of our North American clients, during and after implementation. Clients can use the Support Line to report problems, get emergency help, ask questions and request other services.

Clients can access the Support Line via High Line's toll free phone service, fax, the Internet or by email to **support@highlinecorp.com**. All of these are operational 24 hours a day. Support Line personnel are available from 8:00 am to 8:00 pm EST. High Line guarantees a response to problems within four hours of notification by clients to the support line, as part of our Annual Service Agreement.

Extended Support

For an additional fee, after hours, weekend and holiday support coverage can be arranged for short periods of time or for extended periods of time depending on the need. A beeper is used to alert a key High Line staff member of a problem. High Line will then contact the client to investigate the issue. This will be the approach offered to address the CDC's requirement to have their Project Manager or acceptable resource available 24 x 7 x 365, if required.

Call Escalation

Over 80% of all calls are resolved at the time the call is placed. High Line, with the participation of the client, assigns a priority status to all incoming calls that are not resolved immediately. The highest level is one where the problem is causing the client to not be able to run their payroll. All High Line resources required are assigned to these problems until they are resolved. High Line has never had a client miss a payroll.

Remote Support

High Line has the ability to support all of its clients remotely via the Internet. Clients will be asked to participate in the problem solving activities conducted over the web so they will be fully aware of the steps High Line is taking. Clients must control the security aspects at their site. High Line will provide any software required for this level of support.

Customer Care System

All issues reported through the Support Line are logged into our web based Customer Care System - by date and time the call was placed, issue, priority and resolution.

Through our Web Site and our Customer Care System we offer our clients the ability to report their own problems, review all calls they have reported, check the current status of issues, query based on similar problems reported, review Best Practices information for special topics, pick up product enhancements and documentation updates, etc.

Software Releases

Under an Annual Service Agreement, clients receive one annual release a year. Each release provides corrections to reported problems, legislative changes, product enhancements and documentation updates. Between releases, corrections to critical problems and enhancements are provided to clients through business updates.

Legislative Requirement Support

High Line commits contractually to providing clients with the ability to handle all payroll taxation related calculations. Reporting to a State level is also included, as well as the ability to handle Federally regulated Human Resource related reporting requirements.

Custom Development

Clients may require product modifications or custom programs to handle specific requirements. High Line will consider custom work provided that it does not affect the integrity or stability of the package software. All custom modifications must be specified in detail, quoted by High Line and approved by the client before any work is done.

High Line User Group

Participation in the High Line User Group (HUG) can also help you learn more about the High Line products. You will be able to share ideas with other users and influence the direction of the future development of High Line's products and services. As this is a High Line sponsored group versus a client-organized group, there are no specific user contacts.

Remote DBA Support

High Line offers several options with regards to remote database administration and monitoring services, based on your needs. These services will allow your staff to more effectively utilize their time and focus on mission critical items. This should substantially increase productivity while reducing overall costs. The key differentiator in the services offered by High Line versus other vendors, is that we address the Personality Application Database Administration issues, in addition to standard database administration.

Personality Upgrade Installation and Testing Support

High Line offers clients assistance to install Personality upgrades, create test strategies and complete the required testing. These services can be scheduled as required, and are available on a fixed fee/year basis, or based on time and materials. These services will allow you to quickly install and test new releases, resolve any issues and move the releases to production. This ensures that clients are able to stay current with the enhancements and fixes High Line provides, without undue impact on their regular staff.

Hosting, Business Process Outsourcing and Disaster Recovery Services

High Line offers Application and Infrastructure Hosting, as well as Business Process Outsourcing and Disaster Recovery services through one of our partners, Ingentra HR Services, Inc. Ingentra has been in the Business Process Outsourcing (BPO) industry for over 15 years providing solutions to the payroll, human resources and benefits community. They began their migration to utilizing Personality to provide these services approximately two years ago. We have provided an overview of their services in Appendix A.

8. PRICING INFORMATION

High Line is pleased to provide SBC with a proposal for the implementation of a solution to address your Payroll System and Services requirements. All costs are stated in US dollars and are applicable for 90 days from the proposal date.

The following are the key strengths of our solution:

- High Line's software was designed as an 'integrated' Human Resources, Payroll and Time & Attendance solution eliminating the duplication of effort, data redundancy and need for synchronization that is inherent in interfaced/bolt on systems. SBC will have the benefit of real-time validation against up to date information, ensuring that rules are applied accurately and managers have the most current information upon which to base decisions. If SBC wishes to interface with a legacy payroll system, High Line provides you with features to create an interface, mapped to this system's requirements with the standard system. It is also possible to implement with an interfaced solution initially, migrating to an integrated system in a future phase.
- High Line's philosophy is that clients should not have to create custom systems to address their needs. Working with our clients, over 50% of which are in the Public Sector (including a number of CA-based municipalities) we have enhanced the standard system to include the features you require. This will reduce the overall implementation time frame, and at the same time ensure that future releases are easy to install, as no custom programming is required.
- High Line's Employee and Manager Self-Service features provide clients with the ability to allow employees and managers access to the information they require. The system allows clients to distribute responsibility for entering and approving changes to employee information, allowing SBC to move towards paperless systems. The result will be a substantial improvement in the efficiency and effectiveness or your processes.
- Our event-based workflow features allow clients to improve their business practices, automating correspondence between internal and external parties, e.g. employees, managers, HR and Payroll users, as well as third party vendors.
- High Line prides itself on our reputation for providing 'personalized' service. Our clients will attest to the fact that we meet and exceed their expectations from a service standpoint, and that the 'personalized' nature of the support is a key benefit of working with a smaller company.
- Our considerable experience implementing in the similar environments ensures that we bring to the table a 'Best Practices' approach for SBC's implementation. This is your opportunity to improve the efficiency and effectiveness of the manner in which current processes are handled, and it is very helpful to have our guidance based on successful implementations in similar environments.

Our value proposition to SBC is quite simple: we are committed to meeting and exceeding your expectations by providing high quality business solutions on time and within budget. We look forward to working with you to provide the information you need for this important decision.

8.1 Cost Summary

The following is a summary of the costs involved to implement the modules we feel are required to address your stated requirements. While we have proposed a Quick Start implementation methodology, we are providing a range in estimated implementation service costs to demonstrate the difference between Train the Trainer and Quick Start. We are also assuming that SBC will implement a premise-based solution. In order to demonstrate our desire to find a cost effective solution and enter into a long term partnership with SBC, we have provided a discount of 50% on the first year's Personality maintenance fees for Personality. The cost details are included in Sections 8.2 – 8.8.

Item	One-time Cost – 1st Year	Ongoing Costs
Personality Software	$177,000	$0
Maintenance	$18,203	$34,365
Software Implementation Services (range in costs for estimated Train the Trainer approach or Quick Start)	$193,225 - $386,450	$0
Vertex Tax Tables	$12,600	$6,300
Oracle Technology Licensing	$36,000	$0
Oracle Technology Maintenance	$13,200	$13,200
Total	**$450,228 - $643,453**	**$53,865**

8.2. Personality Software

The fees for Personality software are based on the number of active employees/retirees, and modules purchased.

We have included the modules we feel will be necessary to address your stated requirements. During the Implementation Planning Session we will confirm the modules required. We have also listed additional modules available, optionally.

We are providing Tier 3 pricing below, suitable for up to 5,000 active employees/retirees.

Proposed Application Software	License Fees	Maintenance Fees
Foundation	$27,500	$5,010
Salary Administration	$11,000	$2,000
Benefit Administration	$11,000	$2,355
Attendance	$11,000	$2,355
Generic Payroll Interface	$11,000	$2,000
Payroll	$33,000	$7,070
Recruitment	$5,500	$1,000
Training & Development	$5,500	$1,000
Labor Relations	$5,500	$1,000

Safety & Health	$5,500	$1,000
Forecasting & Costing	$16,500	$3,535
Employee & Manager Self Service	$11,000	$2,000
Workflow	$11,000	$2,000
Organization Charts (for up to 10,000 employees)	$12,000	$2,040
Total	**$177,000**	**$34,365**
Other Modules Available		
Time Scheduling	$27,500	$5,895
Time Management Self Service	$11,000	$2,000

8.3 Implementation Services

We provide two implementation options - ***Train the Trainer*** and ***Quick Start***. The decision of which option to use depends on the resources you have available to participate in the project, the time you have to implement the system and the complexity of your requirements. A detailed project plan will be jointly developed during the Project Planning Session, at which time we will confirm the implementation methodology and services required. It is also possible to combine these methodologies, and/or have SBC and High Line share more of the responsibilities on the project.

Based on our understanding of your requirements, we are proposing a Quick Start implementation methodology. The estimated costs were established based on our experience with successful implementations in similar environments. A Train the Trainer implementation is typically at least 50% less than a Quick Start approach.

Task[1]	**Estimated Cost**
Project Planning and Business Requirements Definition	$22,000
'To Be' Vision Design	$33,000
Software Installation	$5,000
Foundation, Position Control and Salary Administration – Detailed Analysis, Set Up and Training	$23,950
Benefits and Attendance – Detailed Analysis, Set Up and Training	$23,950
Generic Payroll Interface and Basic Payroll – Detailed Analysis, Set Up and Training	$23,950
Recruitment, Training & Development and Self Service Administration – Detailed Analysis, Set Up and Training	$23,950
Recruitment Self Service and Workflow – Detailed Analysis, Set Up and Training	$23,950
Employee & Manager Self Service, Labor Relations and Safety &	$23,950

Health – Detailed Analysis, Set Up and Training	
Forecasting & Costing, Org Charts and Discoverer – Detailed Analysis, Set Up and Training	$23,950
Conversion Training, Consulting and Programming Assistance	$10,000
Interface and Reporting Consulting and Programming Assistance	$10,000
Parallel Testing Assistance	$70,000
Live Cut Over Assistance	$10,000
Project Account Management Assistance	$38,800
Estimated Knowledge Transfer Training	$20,000
Total	**$386,450**

[1]We have made some assumptions on module groupings for implementation purposes. We will determine the actual priority and groupings based on the results of our detailed analysis.

8.4 Out Of Pocket Expenses

All reasonable travel and out of pocket expenses incurred for installation and training will be passed through as incurred.

8.5 Payroll Tax Tables

For US tax support, PERSONALITY utilizes the Vertex Payroll Tax Tables in the payroll calculation process. The cost for up to 5,000 U.S. employees is $12,600, and the maintenance in subsequent years is $6,300. All Vertex fees are subject to change according to the published Vertex Price List. These prices are quoted in U.S. funds.

8.6 Oracle Technology

High Line's Personality software is available on an Oracle database across a wide variety of hardware platforms. High Line can provide all of the Oracle software needed for your installation and for the ongoing use of Personality through Oracle Application Specific Licenses. Application Specific Licenses give you the right to use the Oracle software with the Personality application specifically and to add to the application as necessary to suite your needs.

Oracle licenses can be purchased on a Named User or a Processor basis. Named User basis is most economical up to 50 users. Processor basis provides an unlimited license for a single processor. Oracle Database Server licenses can be purchased as either Standard Edition or Enterprise Edition. The Personality application only requires the Oracle Database Server - Standard Edition. Enterprise Edition licenses will be quoted upon request.

The Personality application is accessed via a browser. The Oracle Internet Application Server - Java Edition is required to provide web access.

The Oracle Business Intelligence Software is required to allow clients to utilize the standard reports provided with Personality as well as the ad hoc reporting tool, Discoverer.

For the purposes of this proposal we are assuming that SBC will purchase the required Oracle Licenses from High Line Corporation. We are proposing that SBC will require an Oracle Database Standard Edition dual processor-based license, two Oracle Application Server Java Edition processor-based licenses and one Oracle Business Intelligence license, processor-based. The cost of these licenses is detailed below:

Database Server	**Named User License Fee**	**Processor License Fee**
Oracle Database Server – Standard Edition		
Named Users (10 users@$180/user)	$1,800	$9,000
Annual Maintenance (10 users@$120/user**)**	$1,200	$3,300
Application Server	**Named User License Fee**	**Processor License Fee**
Oracle Internet Application Server - Java Edition		
Named Users (10 users@$60/user)	$600	$3,000
Annual Maintenance (10 users@$25/user)	$250	$1,100
Reports Server	**Named User License Fee**	**Processor License Fee**
Oracle Business Intelligence - Standard Edition Named Users (10 users @ 240.00/user)	$2,400	$12,000
Annual Maintenance @ $100/user	$1,000	$4,400

All Oracle fees are subject to change according to the published Oracle Price List. If clients have their own licenses already, they simply need to provide us with their CSI number for reporting purposes.

Discoverer - End User Report Writer

High Line recommends that DISCOVERER, Oracle's End User Reporting and Graphical Presentation Tool, be used for end user reporting. End user Desktop Edition licenses are $600 each. Annual maintenance is $250 for each end user supported. The browser version of the end user layer is included with the Business Intelligence software. Both High Line and Oracle provide training on this tool.

8.7 Hosting and Business Process Outsourcing Services

High Line offers Application and Infrastructure Hosting, as well as Business Process Outsourcing and Disaster Recovery services through one of our partners, Ingentra HR Services, Inc. Ingentra has been in the Business Process Outsourcing (BPO) industry for over 15 years providing solutions to the payroll, human resources and benefits community. They began their migration to utilizing Personality to provide these services approximately two years ago. We have included an overview of Ingentra's services in Appendix D.

We will work with you to confirm the services you require and the response times for the service level agreements, etc. Based on our understanding of your requirements at this time, we are estimating the services and associated costs as follows:

Set-up Fee **$10,000 - $15,000**

Fee will include:

- FTP set-up for file transmissions with PGP encryption.
- Set-up and configuration of servers and network.
- Set-up of test and production environments.
- Acquisition and installation of SSL Certificate and domain name (if client does not already have this in place).

Annual Fee **$30,000 - $40,000**

Assumptions: The above pricing was based on the following assumptions. Changes in these assumptions could result in an increase or decrease in the price estimate.

- Assumes a semi-monthly payroll
- Assumes approximately 5,000 employees
- Database and network administration
- Nightly backups with offsite storage
- Virus protection on all servers
- Redundant hardware with 24 x 7x 365 system monitoring
- Client personnel will perform transaction processing
- System connectivity via the Internet
- Technical Help Desk for matters such as connectivity and security
- Documented Disaster Recovery Plan and Annual Disaster Recovery Test
- Annual SAS 70 Type 2 Audit report of controls and procedures

8.8 Additional Cost Considerations

During the Implementation Planning Session, High Line and your implementation team will be responsible for reviewing your requirements in detail to determine how each of them will be addressed by our solution. If additional requirements arise that are not handled by the system and you wish to have us develop custom code for these, we will provide you with a cost quotation for the work, upon receipt and review of your specifications. We will assist you with all aspects of your implementation, as required.

8.9 Per Diem Rates For Services

We have implementation specialists available to assist you with all stages of the implementation of Personality and the Oracle tools. In an effort to demonstrate our desire to develop a partnership that is mutually beneficial, we have proposed a reduction in our standard rates, for the duration of the project, as indicated below:

Resource	Daily Rate
Sales Account Manager	$1,200

Project Design Manager	$1,200
Project Account Manager	$1,200
Senior Application Consultant	$1,000
Implementation Specialist	$700
Senior Technical Consultant	$1,000
Programmer Analyst	$900

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9. REFERENCES

High Line prides itself on providing exceptional personalized service. Our clients will attest to the fact that we go above and beyond the call of duty to ensure they are satisfied. In a survey conducted by KPMG, our Clients had the following comments about High Line's staff, services, and quality:

"There is a real sense of family when dealing with the people at High Line"

"I have talked to people who use the big guys (SAP/Peoplesoft). I tell them what I can do with High Line's product and their faces drop"

"They are excellent at following through when they are implementing their product"

"They are very personable and responsive to my needs as opposed to a bigger shop where you would just be a number"

KPMG summed it up as follows...

"Customers like the product, the pricing and the people. Many favorable comments."

The following are additional High Line clients that you can contact with regards to our products and services. I have included a variety of clients with relevance to your situation, using various aspects of the system, at your request.

Name of Firm:	Arctic Glacier
Contact Person:	Neil Winther
Title:	V.P. Human Resources
Telephone Number:	204-786-0236
Email:	nwinther@arcticglacierinc.com
Approximate Client Population:	1,500
Overview:	This client implemented Personality in 2005, utilizing a Quick Start methodology. Their organization is rapidly expanding, and they needed the ability to manage acquisitions on a timely basis, allowing new organizations to retain their current benefits, etc. They are now able to automate all of their requirements and quickly implement new companies, with minimal stress. They migrated from ADP (but ADP was considered in their evaluation process).

Name of Firm:	Maryland National Capital Parks and Planning Commission
Contact Person:	Bruce Brizendine
Title:	Project Manager
Telephone Number:	301-454-1743

Email:	Bruce.Brizendine@mncppc.org
Approximate Client Population:	6,000
Overview:	This organization originally implemented our solution in the mid 1990's, and upgraded to our relational web-based solution a couple of years ago. They have complex requirements in a unionized, highly seasonal environment. They worked with us to enhance the system to provide on-line Personnel Action Forms, for their distributed processing.

Name of Firm	Sacramento County, Special Districts
Contact Person:	Peggy Marti
Title:	Department of Finance
Telephone Number:	(916) 874-6329
Approximate Client Population:	4,000
Implementation Overview	The County utilized full hosting services through Ingentra HR Solutions, outsourcing responsibility for all payroll processing, garnishment remittances, W2 printing and distribution, tax filing and ad hoc reporting. They selected the Personality software due to it's flexibility and functionality, being able to handle their complex requirements out of the box.

We will provide you with additional references upon request.

APPENDIX A – BUSINESS PROCESS OUTSOURCING AND HOSTING SERVICES

High Line has partnered with Ingentra HR Services, Inc. to allow us to offer our clients Business Processing (BPO) and Hosting Services. Ingentra is a privately owned company that has been in the BPO industry for over 15 years providing solutions to the payroll, human resources and benefits community. Their services also include a range of employee and manager self service capabilities both through the web and interactive voice response (IVR). Ingentra's IVR offerings provide solutions in English, Spanish and French.

In addition to BPO services, Ingentra has been hosting applications, such as human resources, payroll and time & attendance solutions for clients and partners during this same time frame. They now utilize Personality to provide a solution to all new clients, and are gradually transitioning existing clients as well. Their trained staff has an average tenure of over ten years in the industry and in delivering high quality solutions and service to the payroll and human resources communities. Ingentra grew out of Citicorp in the early 90's and has continually provided an ever-increasing set of services since its inception. Their strength lies in their professional staff and their ability to deliver innovative solutions with service levels that exceed industry standards. This intellectual capital has been their competitive edge from their early days through the present. They currently have approximately 50 employees. The core of this talented staff has been with them since their origin.

Sample Business Processing Services

Ingentra provides clients with the ability to outsource all or part of their business processing requirements related to Human Resources and Payroll. This allows organizations to focus on mission critical applications. The following is a sample of the services that clients can choose from:

- Payroll Processing
- Human Resource Management
- Employee Self-Service
- Manager Self-Service
- Benefits Administration
- Time & Attendance
- Tax Filing
- Garnishment Processing
- Web-based W-2's
- Contact Center
- Distribution/ Fulfillment Services
- Help Desk Support
- Expatriate Services
- Onboard Processing
- Employment & Salary
- Verifications
- COBRA Processing

Disaster Recovery Services

The data center facility is protected with a UPS and a natural gas powered generator, which has more capacity than is required to keep all critical areas running should their electrical utility be unable to provide power for an extended period. These systems are tested regularly. The generator is tested weekly and a full load is test once a month. The full load test tests the UPS as well and ensures preparedness for emergencies. They have an emergency plan that has been updated taking into consideration the events of Sept. 11, 2001. As a normal course of business, back-ups of all key data and systems are taken nightly, as well as weekly and monthly. Back-ups are stored both of and off site. Their offsite facility is Iron Mountain.

Ingentra's plan, which is a full business recovery plan, is tested at least once a year and their clients are invited to participate in the test. Their test functions as if their organization is not available, as they retrieve back-ups for all systems and servers form their offsite storage facility and transport the to their DR site. All systems and servers are restored and brought and their call center staff participates to validate the success of the process. They have an agreement with SunGuard Disaster Recovery Service, Inc., to provide full off-premise backup capability for the Hauppauge data center. In addition to the computer hardware, this disaster plan includes the ability to back up all on-line systems for their customers, thus insuring minimal impact on their operations. The SunGuard Recovery Center for Hauppauge is located in Philadelphia. Additional centers in New Jersey, Chicago, and California are available for added redundancy. This contingency plan provides for both short and long-term recovery in this critical area. They have a disaster recovery manual, which describes all of their procedures and escalation steps. They execute a disaster recovery test once a year for their full site. Tests include all components:

·RS6000
·LAN/Networks/Servers
·IVR/Web
·PBX/Phone Systems
·Transaction Processing
·Payroll Testing
·Staff Mobilization
.CCP workstations

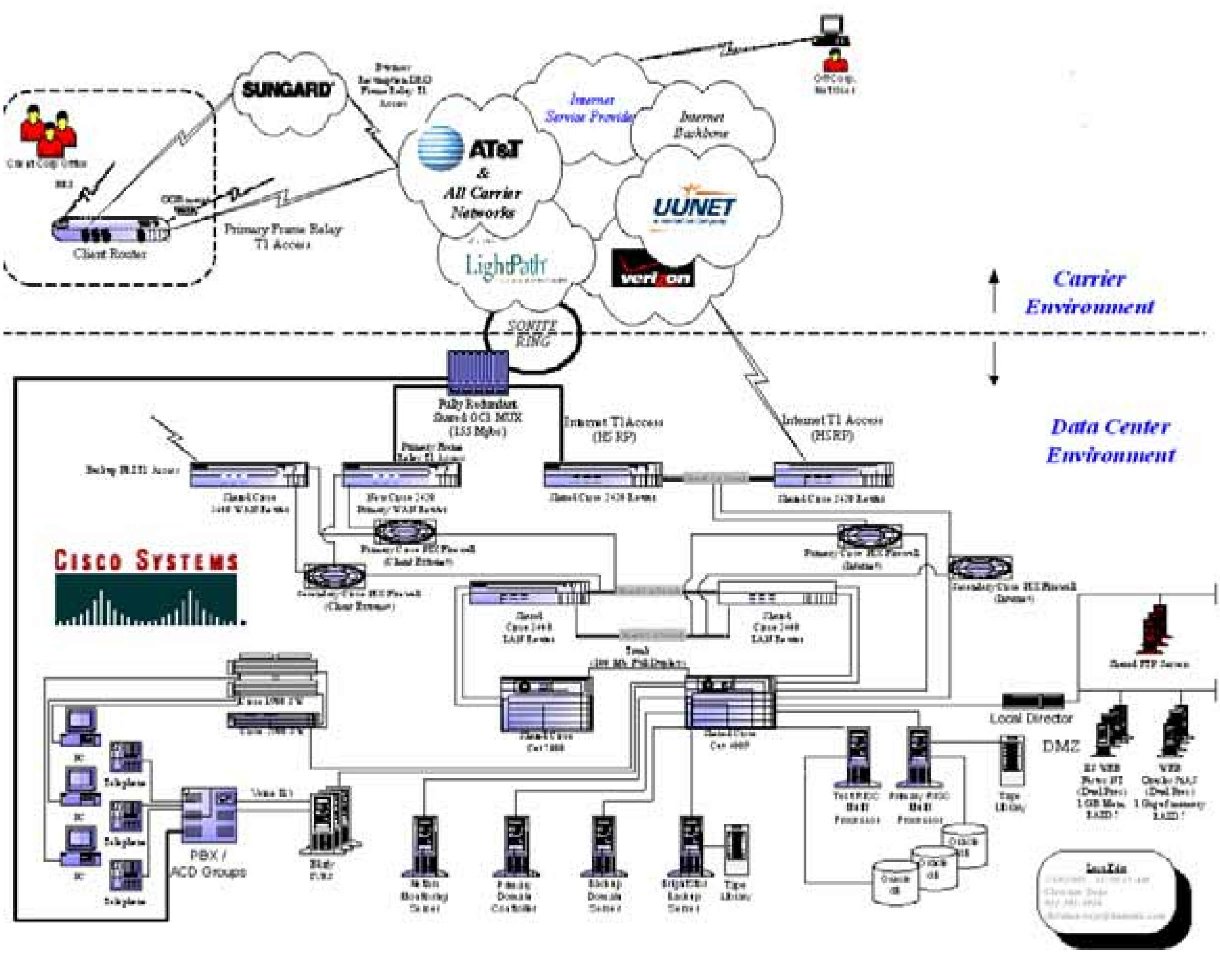
They installed a universal power supply system to support their entire Hauppauge facility, including the air conditioning system, hardware in the data center, security access systems and the switchboard. The system is instrumental in avoiding downtime at the center. An addition to the universal power supply system includes battery backup. Additionally, they have a natural gas generator that provides electrical power to the entire complex. The generator supplies power to all of the computer hardware, heating and air conditioning, lighting, telephone systems, etc. If a power failure occurs, the system automatically switches to the universal power supply system, which when needed engages the generator to provide continuous electrical power. Since the generator is powered by natural gas, the generator supplies power to the entire complex for an unlimited duration. They test the generator weekly and run a full load test once a month. In addition, they perform regular preventative maintenance on this critical equipment. This is to ensure that these key components are functioning properly in the event that they are required in a live situation.

Web Services

The most logical place to start when describing Ingentra's web capabilities is with the network structure. This key infrastructure has been a part of their SAS70 Type 2 reviews for the past years. The use of the network for the web is consistent with the use of these capabilities for their other services. Web servers are located outside of the DMZ and provide the first line of defense in the process of ensuring a secure, confidential process. Web servers simply serve up HTML pages, they do not contain any client data and can only request data based on the entire authentication and security process. Web servers are reached through their firewall, where the address of the request and the service being requested are validated. Once validated the request is passed to a Cisco content switch that serves both load balancing functions as well as a director function, sending the request to one of the two machines that support the service being requested. The comment about two servers is important as each service they provide to clients runs on two servers to provide them with the ability to maintain one, for instance with a required security fix and to ensure high availability and response time during times of high activity. All servers utilize Verisign digital certificates with 128-bit encryption. As is the case with all servers and workstations used in the facility, virus protection software runs on these servers.

Once a request and service is validated, application sign-on is required. This involves either that an authenticated user ID and password be passed to them from their client's network or the employee (requestor) enters an ID and password. They follow the highest industry standards regarding the use of passwords and require that passwords are changed generally on 30 day intervals and that the new password is not the same as up to six months of previously used passwords. They follow a "three times you're out" approach and provide the ability for the requestor to reset a password if he/she can answer a series of challenge responses correctly. If a requestor cannot answer these questions correctly, he/she is either passed to one of their Customer Care Professionals (CCP) for testing or required to contact a system administrator at his/her company. Which approach is followed depends on the service the client has requested. Once past the sign-on, the requestor can then navigate the application depending on their role or profile. For example managers can have the ability to access an employee or see statistics about usage that an employee cannot see.

The following is a diagram detailing the data center and client connectivity:



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APPENDIX B – OPERATING ENVIRONMENT

OPERATING ENVIRONMENT

TECHNOLOGY

Personality takes full advantage of Oracle's web-based technologies on a variety of platforms. The Oracle database server, application server and development tools provide High Line with a robust technological framework upon which to build applications.

Through the use of the Oracle tools and compliance with Oracle's application development standards, High Line has the ability to offer *Personality* in as a fully web-based solution. The Oracle application server also allows High Line to offer a full range of Web Self Service functions.

SUPPORTED HARDWARE PLATFORMS

Personality will run with the Oracle database on any Oracle Tier 1 platform:

- Windows NT/2000/2003/XP on Intel based PC's
- HP9000 under HP-UX,
- RS6000 under AIX
- Sun Solaris
- Linux (SUSE/Redhat)
- Or any other Tier 1 platform supported by Oracle.

In Web Browser mode, *Personality* will run with a middle tier of the following platforms:

- Windows NT/2000/XP/2003 on Intel based PC's

DEVELOPMENT TOOLS

With each installation, High Line provides a single seat license of the **Oracle Internet Developers Suite** which contains all of all of the tools that the product was developed with; namely,

- Designer
- Forms Developer
- Reports Developer
- JDeveloper
- Discoverer Administration Edition
- SQL Plus
- 1 user license for Discoverer Desktop Edition

ORACLE DATABASE

The **Oracle9i Database Server Standard Edition** is required for all installations. The latest release of *Personality* (3.05) is certified with the Oracle 9i Release 2 database server. The database comes with full archiving and backup facilities that eliminate unplanned downtime. The database server holds internal database structures, all of the client's data and all of the application's stored procedures. *Personality* forms and reports reside in the file system external to the database.

High Line recommends that all clients have two database instances - one for PILOT TESTING and the other for PRODUCTION. Below is an outline of the minimum requirements for these server computers.

Database server for **PILOT TESTING** purposes:

	Windows based	**Unix based**
CPU	1000 MHz	400 MHz
Memory	1 GB	1024 MB
Hard Disk	10 GB	10 GB
Network	10Base-T Minimum (100 preferred)	10Base-T Minimum (100 preferred)
Operating System	Windows NT/2000, Windows XP Professional+, Windows 2003 Server	HP-UX 11.00 +, AIX 4.3.2 or 4.3.3+, Sun Solaris 32-bit 2.6(5.6), 7 (5.7) or 8(5.8), Sun Solaris 64-bit 8(5.8), SuSE Linux Enterprise Server 7

Database server for **PRODUCTION** purposes:

	Windows based	**Unix based**
CPU	3 GHz	> 400 MHz
Memory	4 GB	2048 MB
Hard Disk	3 × 30GB in RAID 0/1 Array	3 × 30GB in RAID 0/1 Array
Network	10Base-T Minimum (100 preferred)	10Base-T Minimum (100 preferred)
Operating System	Windows NT/2000, Windows XP Professional, Windows 2003 Server	HP-UX 11.00 (64 bit), AIX 4.3.3 or 5.1, Sun Solaris 32-bit 2.6(5.6), 7 (5.7) or 8(5.8), Sun Solaris 64-bit 8(5.8), SuSE Linux Enterprise Server 7

NOTE 1: RAID 5 Arrays may cause as much as a 20% **decrease** in performance when writing.
NOTE 2: A large amount of memory on the production machine will give the best performance.

WEB BROWSER DEPLOYMENT

In Web Browser mode, users can run the full *Personality* application from a browser. The Client PC does not require any software to be pre-installed other than a browser. Internet Explorer 6.0 has a compatible Java Virtual machine that can be installed. When using Netscape or other Internet Explorer versions, a plug-in called JInitiator is downloaded the first time the client runs the application or when upgrades to the Forms/Reports versions are made.

Web Browser mode requires the **Oracle10g Application Server (AS) Enterprise Edition**. The latest release of *Personality* is certified with Oracle 10g application server Release 1. The application server should be on a separate server from the database.

Application Server Requirements (minimum configuration):

CPU	3.0 GHz
Memory	4GB +
Hard Disk	3.1 GB for Oracle10g AS alone (on one drive)
Network	10Base-T Minimum (100+ preferred)
Operating System	Windows NT4.0 SP6a / Windows 2000
Browsers	Not required

Client PC Requirements (minimum configuration):

CPU	800 MHz
Memory	512 MB preferred
Hard Disk	12 MB will be installed with the JInitiator
Network	256Kb ISDN minimum recommended
Operating System	Win 98 / NT 4.0 SP6a / 2000 / XP / 2003
Browsers	IE 6.0+ or Netscape 7.1+

WEB SELF SERVICE

The Client PC requirements are much lighter for Web Self Service than for full Web Browser mode.

The Web Self Service functions require the **Oracle10g Application Server (AS) J2EE Edition**. The J2EE Edition is a subset of the Enterprise Edition. The application server should be on a separate server from the database.

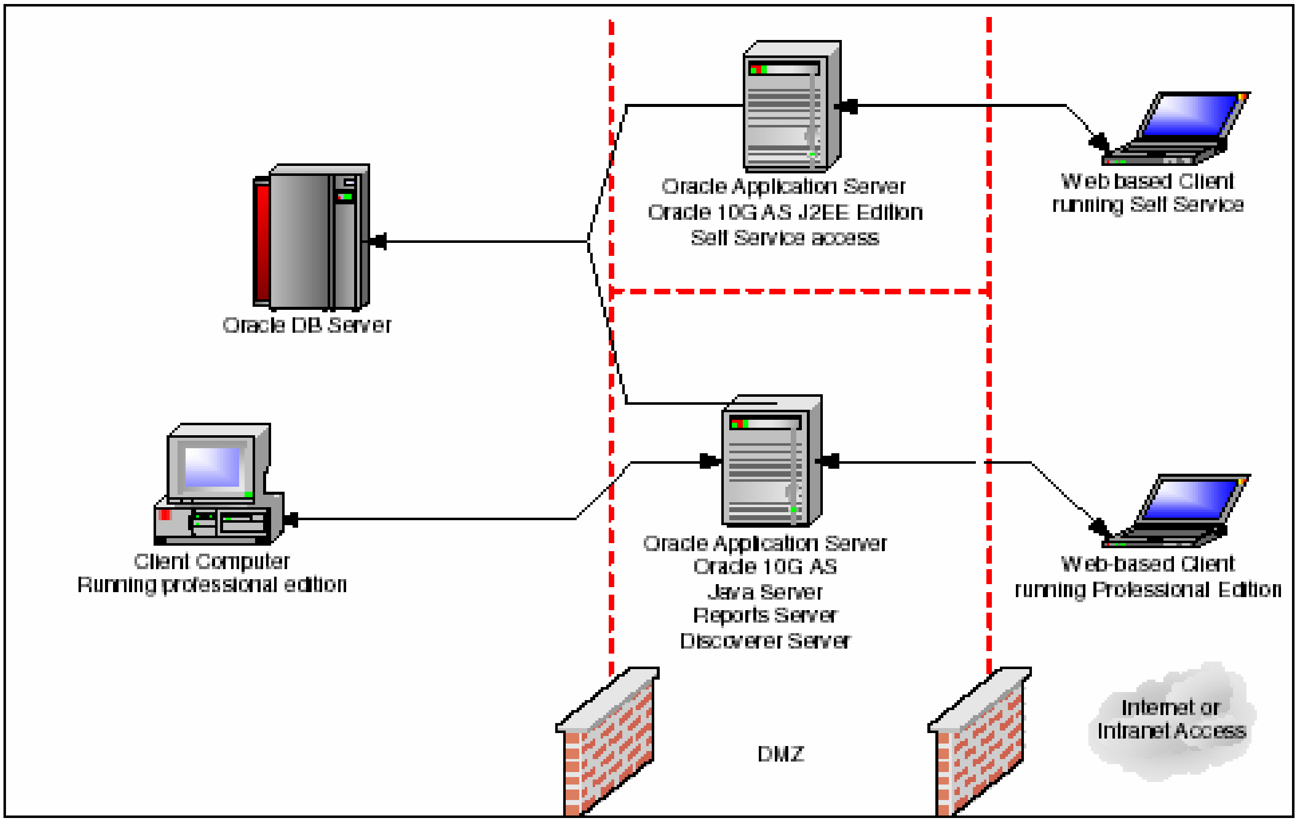
Application Server Requirements (minimum configuration):

CPU	3.0 GHz
Memory	2GB +
Hard Disk	3.1 GB for Oracle9i AS alone (on one drive)
Network	10Base-T Minimum (100+ preferred)
Operating System	Windows 2000 server /Windows 2003 server + SP's
Browsers	Not required

Client PC Requirements (minimum configuration):

CPU	800 MHz
Memory	256 MB
Hard Disk	Not important
Network	56.6Kb
Operating System	Win 98 / NT 4.0 SP6a / 2000 / XP / 2003
Browsers	IE 6.0+ or Netscape 7.1+

IMPLEMENTATION MODEL DIAGRAM – EXAMPLE ONLY



APPENDIX C – STANDARD REPORTS LIST

The following is a list of the Standard Reports provided with the system currently. These reports include a variety of selection and sort options. This is an area of the system that we enhance with each new release.

Foundation Module

Administration

RMCL	Report Change Logs
RMCLD	Report Employee Change Log Details
RMCV	List Custom Data
RMER	List Execution Rights
RMEX	List Exception Messages
RMFN	List Functions
RMLX	List Lexicons
RMMS	List System Messages
RMPM	List Parameters
RMRL	List Execution Run Logs
RMUC	List User Calculations
RMWF	Report Workflow Actions
UMDA_nnn	Date Adjustment for ‘nnn’ file (23 ‘nnn’ options)
UMEXTR	Create XML Interface File
UMHP	Purge History Records
UMRS	Reconcile Security
UMTL	Load XML Interface File
UMUC	Recompile and Publish User Calcs

Common Definitions

RDCR	List Change Reasons
RDEN	List Entities, Departments, Org Levels
RDFD	Report Form Definitions
RDGA	List G/L Accounts
RDGR	List Units and Groups
RDIF	Report Interface Formats
RDJB	Publish Job Profiles
RDPS	Publish Position Profiles
RDUN	List Unit Information
UDSAPORG	Create A Sap Org Level Interface File
UDCM	Load GEO Codes for USPayrollTax

Personnel Records

REAUDIT	Audit Assignment Details
REDR	Produce HR Departmental Report
REDW	List Employees by Position/Department
REEC	Report Employee Counts
REEI	Report Employee Information
REEO1	Produce EEO-1 Reports
REEO4	Produce EEO-4 Reports
REEO4N	Produce EEO-4 New Hire Reports
REEP	Report Employment Details
REJI	Report Employee Job Information

REMP	Publish Employee Profiles
RENA	List Employee Names and Addresses
RENT	List New Hires and Terminations
REOLA	Report Official Languages Information
REPC	List Employees Position Vacancies
REPI	List Employees By Position
REPM	List of Personnel Movements
REQR	Produce Quarterly Employee Report
RETP	Report Employee Transfers and Promotions
REVS	Produce US Veterans Employment Report
REWD	Report Employee Wage Details
RGEP	Federal Government Employment and Payroll Report
UEBSPL	Build Secured People Lists
UECTRNW	Renew Contracts
UEEE	Print Employment Equity
UENH	Create New Hires Interface File
UESAP	Create SAP People Interface File

Salary Administration

RSPAMNC	Report Personnel Actions
RSPF	Report Pay for Performance Adjustment Details
RSPFC	Pay for Performance Report
RSPFF	Report Pay for Performance Iterations
RSPM	List Premiums
RSSR	Scale/Step Notification
RSSR	List Salary Ranges
RSWS	List Wage Scales and Steps
USAS	Step Wages Based on Anniversary
USEP	Track Experience and Step Rates
USESDSAL	Produce Salary Projection
USMC	Perform Mass Salary Update
USMCSA	Perform Mass Salary Update
USPA	Update Personnel Actions
USPF	Estimate Salary Increases Based on Performance
USSC	Apply General Wage Changes
USUR	Generate Upcoming Reviews
USWS	Update Wage Scales/Steps

Attendance

RAAC	Report Attendance Components
RAAL	Report Employee Absenteeism
RAALT	Attendance Trends Report
RAAS	Report Leave Accrual Status
RABW	Attendance Reminder
RADA	List Employee Detail Attendance
RAEA	Report Employee Absence
RALA	Report Employee Leave Accruals
RALB	List Employee Leave Balances

RALP	Publish Leave Policy Profiles
RALS	Report Leave Schedules
UACALC	Update Leave Accruals
UACLOZ	Close Leave Accrual Update
UADLL	Delete Leave Lines and Details with Zero Balance
UAENTLL	Create Only Leave Lines for Entitlements
UAGEB	Grant Emergency Bank Entitlement
UAUNDO	Cancel Leave Accrual Update

Benefits

RBBC	Report Benefit Components
RBBCIPAS	BC Integrated Pension Admin System
RBBE	Report Employee Benefit Elections
RBBS	Produce Employee Benefit Statements
RBCANRS	Superannuation Report
RBEB	Report Employee Benefits
RBEN	Report Benefit Enrollments
RBES	Produce Employee Benefit Statements
RBFRAEW	Benefit Enrolment Worksheet
RBGESENROLL	Produce Benefit Enrolment Report
RBMAIPI	Pension Interface Report
RBMNPERA	Minnesota PERA Report
RBPN	Report Benefit Plans
RBRCIDFSA	Produce FSA Interface File
RBRD	Produce Remittance Details
RBRE	Produce Benefit Remittances
RBSUNENROLL	Produce Benefit Enrollment File
RBSC	Publish Benefit Schedules
UBBD	Update Bond Purchase Plans
UBBDC	Update Canadian Bonds
UBEN	Update Benefit Enrollments
UBRH	Update Benefit Remittances

Payroll

RPAERS	Automated Earnings Reporting
RPBA3A	Produce Annual Report of Creditable Compensation
RPBE	List Payroll Batches
RPBS	Print Bank Statements
RPCH	Produce Check List
RPCL	List Pay Calendars
RPCU	List Pay Component Usages
RPDP	Produce Deposit List
RPEXCP	Report Pre-Calc Exceptions
RPFDC	Report Current Pay Information
RPFRAPI	Towers-Perrin Interface File
RPFRS	Produce Florida Retirement Report
RPGE	Report Journal Entries By Employee
RPGL	Report Payroll Journal Entries
RPGS	Report Journal Entries By Segment

RPMNCEXP	Expense Distribution Report
RPNR4	Produce NR4 Forms
RPNYRS	Produce New York State Retirement System Report
RPOHSERS	Produce Ohio State SERS Retirement System Report
RPOHSTRS	Produce Ohio State STRS Retirement System Report
RPORS	Process Ohio State Retirement
RPPC	List Pay Components
RPPE	List Pay Elements
RPPF	List Processing Frequencies
RPPGC	List CDN Pay Categories
RPPGU	List US Pay Categories
RPPH	Publish Pay Profiles
RPQTR	Produce Quarterly UI Wage File
RPRCIDFSA	Flex Benefit File
RPREGC	Produce Current Pay Register
RPREGH	Produce Pay History Register
RPREGP	Produce Pay Period Register
RPREGT	Produce Pay Totals Register
RPRL1	Produce RL1 Forms
RPSN	Report Sundry Transactions
RPT4	Produce CDN T4 Forms
RPT4A	Produce T4A Forms
RPTR	Report Pay Transactions
RPTRIMCOMP	Trim Compliance Report
RPTRIMMAINT	Trim Compliance Maintenance
RPTWC	Produce Quarterly TWC
RPVR	Print Vendor Remittance Report
RPW2	Produce W2 Forms
RPWC	Report on Total Earnings per WC Class
RPWRS	Produce Wisconsin Retirement Reports
RPYEC	Produce CDN Year End Summary Report
RPYEU	Produce US Year End Summary Report
RXSERVICE	Print Service Summary
UP401K	Flag 401k Highly Paid Employees
UPAGAIN	Continue Calculating a Pay Run
UPAPJL	Process AP Journals
UPASRS	Produce Arizona State Retirement Interface
UPAUDT	Audit Payroll Batches
UPAUTOCOST	Process Autofill and Job Cost
UPCALC	Calculate Payroll
UPCALCT	Trial Calculation from IPPH
UPCAPERS	Produce California PERS Report/Filing
UPCBAT	Cancel A Batch
UPCFB	Load Cleared Checks
UPCLOZ	Close Pay Run
UPCPAY	Generate Pay Headers
UPCVAC	Generate Vacation Pays
UPDIF	Generate Disbursement Interface File
UPDISB	Disburse Pays
UPDTB	Create Payroll Direct Deposit File
UPEQ	Process Equipment Journals
UPFILL	Generate Fill Hours
UPGL	Journalize Pays
UPGLF	Create GL Interface File

UPGLPPL	Journalize Pay Lines
UPGLPTR	Journalize Pay Transactions
UPGLTRAN	Journalize Transactions
UPICMA	Create ICMA Interface File
UPLACPP	Produce LAC Pension Plan Report
UPLG	Journalize Labor
UPLGUNDO	Undo Journalized Labor
UPNMPERA	Produce New Mexico PERA Report/File
UPPAL	Generate Transactions in PTR from Leave Lines
UPPHAM4	Create M4 Interface File
UPPOSPAY	Generate Check File To Bank
UPPULL	Pull An Employee
UPREC	Produce Check Reconciliation Report
UPRETRO	Process Retroactive Pays
UPRL	Process Pay Rules
UPROE	Produce CDN Record Of Employment
UPSTUBC	Produce Pay Checks
UPSTUBD	Produce Deposit Slips
UPSTUBVC	Print Vendor Checks
UPTBATCH	Transfer Pay Trans From Multiple Batches into One
UPTG	Generate Pay Transactions
UPTL	Load Pay Lines
UPTMRS2	Create TMRS Interface File
UPTODATE	Rebuild Todate Records
UPTR	Process Pay Transactions
UPTRIMCONT	GES Trim Contributions Report
UPUNDO	Undo A Pay Run
UPUNPREP	Undo Pay Preparation
UPUNVEND	Undo UPVEND
UPVEND	Create Vendor Interface
UPWAPERS	Produce Washington State PERS report
UPWATERS	Produce Tacoma PBC (Washington State) TERS report

Time & Scheduling

RTEN	Daily Time Entries Report
RTET	Produce Employee Timesheets
RTSR	Projected Schedule Report
RTTCGES	Timecard Generation
RTTE	Report Scheduled Time Entries
RTUJ	Unschedule Job Report
RTWS	Produce Weekly Time Schedules
RTWSE	Produce Weekly Employee Schedules
UTFILL	Fill Vacant Time Slots
UTTG	Load Pay Transactions From TS

Forecasting & Costing

RFBU	Report Budget Makeup
RFVT	Report Budget Areas By View Point

UFACT	Create 'ACTUAL' Scenarios
UFBDGT	Create Initial Budget
UFCALC	Create Budget Amounts
UFLOAD	Load Budget Amount
UFSTEP	Apply Wage Stepping

Training & Development

RCCC	Publish Competencies
RCOC	Measure Organizational Competency Levels
RCPD	Publish Personal Development Profiles
RCRS	Publish Course Catalog/Class Schedules
RCRSE	Report Class Registrations
RCTS	Publish Training Suppliers
UCTR	Transfer Personality Info to Conversion Tables

Recruiting

RRAN	Produce Recruiting Statistics
RRAP	Report Applications
RRAR	Publish Assessment Results
RRAS	Publish Assessment Profiles
RRCA	Publish Candidate Profiles
RRCS	List of Candidates
RRCS_RRES	Search for Web Recruiters
RRJP	Publish Job Profile Details
RRPO	Publish Postings
RRPS	List of Postings
RRRE	Publish Recruiter Profiles
REHIRE	Recruitment Hire Program
URCA	Update Candidate Applications
URCV	Interface Candidates
UREA	Email Applicants
URED	Email Candidates
URGC	Generate Candidate Profiles
URPO	Generate Postings
URPRCA	Purge Candidate Profiles

Safety & Health

RHIN	Incident Statement
RHINL	Incident List
RHOS	OSHA 300/300a Log Of Work-Related Injuries And Illnesses

Labor Relations

RLCM	Report Complaints

RLDI	Report Disciplinary Issues
RLGR	Report Grievance Rules
RLGV	Report Grievance

Retirement

RXAC	Print Pension Activity
RXPA	Print Pension Accounts
RXPC	Print Pension Components
RXPE	Print Pension Evaluations
RXPN	Print Pension Plans
RXPP	Print Recipient Payments
RXPT	Print Pension Tables

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APPENDIX D – PROFESSIONAL PROFILES

ROBERT FORBES
Professional Services Manager

PROFESSIONAL PROFILE

Over twenty years of industry experience, with twelve of that in the Payroll & Human Resources software industry, working with High Line's Personality Suite of Products. Extensive management and leadership experience in all aspects of information management, customer support, customer relations, product development and training.

PROFESSIONAL EXPERIENCE

- Developed QuickStart and Application Service offerings for High Line and oversaw their implementation.
- Evaluated and implemented new technologies at High Line, including Internet-based technologies.
- Directed and led High Line Customer Support spanning six years and five different product lines.
- Provided technical consulting, including installation and conversion assistance for Personality customers migrating to Personality^{4GL} and Personality^{2000}.
- Performed comprehensive quality assurance testing for Personality product upgrades and releases.
- Designed, developed and installed internal system software for High Line. Evaluated and implemented packaged software solutions.
- Directed and led the Research & Development group for a major international software company, concentrating on operating system and data base technologies.
- Managed computer operations for the Canadian offices of a major International distribution and service organization.

EDUCATION AND AFFILIATIONS

Business Administration Certificate

Member, Web Designer's Guild

ADDITIONAL BACKGROUND

Numerous military courses in management and leadership stemming from 25+ years in the Canadian Air Force Reserve.

KAREN HANSON
Senior Consultant

PROFESSIONAL PROFILE

Extensive accounting experience along with a knowledge of systems that can be drawn upon to analyze current and future business needs. The ability to work with users and programmers in recommending and developing systems to support and improve productivity. Experience in conversions and implementations. Responsible for analysis and design of new software requirements using the system development life cycle methodology.

PROFESSIONAL EXPERIENCE

- Extensive experience with Personality implementations.
- Manager with Ernst & Young, LLP in the Oracle Service Line implementing Oracle Financials.
- Director of Programming and Support for United Artists Theatre Circuit, Inc. responsible for the design and implementation of new software and support of all financial packages.
- Assistant Controller for OEA, Inc. responsible for supervision of 12 bookkeepers and accountants, preparation of annual budgets and coordination of the annual audit.
- Technical team lead on Oracle Implementations of Accounts Payable, General Ledger and Fixed Assets.
- Responsible for implementation of Mitchell Humphrey & Co. General Ledger, Accounts Payable, Accounts Receivable, Fixed Assets and Cost Accounting systems.
- Responsible for implementation of Collier Jackson Payroll System.
- Team member for Personality implementation with United Artists Theatres

EDUCATION

Regis University – Masters of Science in Computer Information Systems
Columbia College – Bachelor of Science in Business Administration – Major in Accounting

LEON TAYLOR
Senior Technical Consultant

PROFESSIONAL PROFILE

Four years of experience with High Line Corporation as a Technical Consultant. Responsibilities include In-house/On-site DBA Support, System Administration, Network Administration, Programming (various languages), Database Server installations, Application Server installations, Discoverer Training, and Data Conversion training.

PROFESSIONAL EXPERIENCE

- 6 years industry experience in various consulting roles.
- Systems analyst / Technical consultant.
- 4 years experience building and selling computer systems.
- Supervised/Programmed packages in the following: C/C++, Visual Basic, VBA, Html, PL/SQL
- Programming experience: C/C++, Visual Basic, VBA, Html, PL/SQL, Cobol, Java
- Network/System administration for LAN (200+ users).
- Actively initiates corporate grass roots programs.
- Volunteer information systems instructor.

EDUCATION

Bachelor of Science Degree in Computer Information Systems (DeVry Long Beach)

Various Oracle Database Administration Courses

AWARDS

Received the Presidents Award for Technical Achievement for senior project.
Event was held against two campuses.

Honors English graduate

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APPENDIX E – SAMPLE HIGH LINE LICENSE AND ANNUAL SERVICE AGREEMENTS

LICENSE AGREEMENT # __________

THIS AGREEMENT made this _____ day of _______, 2003.

BETWEEN: **HIGH LINE CORPORATION**
145 Renfrew Drive, Suite 210
Markham, Ontario, Canada
L3R 9R6

(hereinafter referred to as **HIGH LINE**)

and

- S A M P L E -

(hereinafter referred to as **CUSTOMER**)

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1. DEFINITIONS:

The following terms are defined for the purposes of this Agreement:

a) **"Annual Service Agreement"** means the separate agreement between the CUSTOMER and HIGH LINE for service, maintenance and support of the Licensed Software, to be executed contemporaneously with this License Agreement as set out in paragraph 5 below.

b) **"Derivative Works"** means any software and copies thereof which are developed by any person and which are based on or incorporate any part or version of the Licensed Software, including without limitation any revision, modification, translation (including compilation or recapitulation by computer), abridgment, condensation, expansion, or any other form in which the License Software may be recast, transformed or adapted, and that if prepared without HIGH LINE's authorization would constitute a copyright or trade secret infringement of the Licensed Software.

c) **"Implementation Agreement"** means an agreement between the CUSTOMER and HIGH LINE to implement the parties' Implementation Planning Report Document, to be negotiated and entered into following execution of this License Agreement in accordance with the provisions of Paragraph 8 below.

d) **"License"** means the license herein granted to CUSTOMER to Use the Licensed Software with respect to the number of Active Employee Records set out in Part I to Schedule "A".

e) **"License Fee"** means the license fee to be paid by the CUSTOMER to HIGH LINE as set out in paragraph 4 and Part II to Schedule "A" below.

f) **"Licensed Software"** shall be the most recent version of the Software listed in Part I of Schedule "A" to this Agreement, including the database included therein and basic documentation and related materials pertinent to said Software, and any update to the Licensed Software hereinafter furnished to CUSTOMER by HIGH LINE, and any Derivative Works developed by or on behalf of the CUSTOMER, but not including any Third Party Software set out in Part III of Schedule "A".

g) **"Planning Fees"** means the professional service fees and expenses which are payable to HIGH LINE with respect to developing the Implementation Planning Report Document and negotiating the Implementation Agreement in accordance with the provisions of paragraph 8 and Part IV to Schedule "A".

h) **"Implementation Planning Report Document"** means a project plan agreed to between the CUSTOMER and HIGH LINE to install, implement and train the CUSTOMER with respect to the Licensed Software, to be jointly developed and agreed to following execution of this License Agreement and made a schedule to the Implementation Agreement in accordance with the provisions of Paragraph 8 below.

i) **"Third Party Software"** means the software products of third party as outlined in Part III to Schedule "A"; the CUSTOMER acknowledges and agrees that it is responsible for obtaining its own copies and licenses for all Third Party Software, unless otherwise agreed and set out in Part III to Schedule "A".

j) **"Use"** means use by the CUSTOMER of all or any part of the Licensed Software for CUSTOMER's internal business purposes only with respect to the number of Employee Records set out in Part I of Schedule "A", and not for sub-licensing, rental, application service provider, outsourced consultant, time sharing or service provider or third party service bureau of any kind.

2. SCHEDULES and ADDENDUMS

This Agreement includes any Schedules or Addendums attached to this Agreement. In the event of a conflict between the terms of any Schedule or Addendum or the body of this Agreement, the terms of the Schedule or Addendum will prevail.

3. GRANT OF LICENSE

HIGH LINE hereby grants and CUSTOMER hereby accepts a perpetual, non-exclusive license to Use the Licensed Software on the following terms and conditions.

4. LICENSE FEE

CUSTOMER agrees to pay HIGH LINE a sum of ___________________ **U.S. DOLLARS** for a non-exclusive and non-transferable perpetual license for the Use of the Licensed Software as per the schedule described in Part II of Schedule "A" to this Agreement ("License Fee").

5. SUPPORT AND MAINTENANCE

This Agreement does not extend to or cover issues related to support for or maintenance of the Licensed Software, which is dealt with in a separate Annual Service Agreement which will be executed by HIGH LINE and the CUSTOMER contemporaneously with execution of this License Agreement.

6. INSTALLATION, IMPLEMENTATION and TRAINING

This Agreement does not extend to or cover issues related to installation, implementation or training, which shall be CUSTOMER's responsibility and obligation, and will be dealt with in the Implementation Planning Document and Implementation Agreement between HIGH LINE and CUSTOMER as referred to in paragraph 8 below.

7. TERM and TERMINATION

a) This License is effective from the date of execution of this Agreement by both parties. The License granted herein with regard to each Licensed Software shall remain in force until CUSTOMER permanently discontinues the Use of that Licensed Software or until HIGH LINE terminates this Agreement upon written notice to CUSTOMER by reason of CUSTOMER'S failure to comply with any of the terms and conditions of this Agreement. If the CUSTOMER inadvertently fails to comply with any of the terms of this Agreement, the CUSTOMER will be granted ten (10) days after written notification from HIGH LINE to comply with the terms of this Agreement prior to termination.

b) Within thirty (30) days after CUSTOMER has permanently discontinued the Use of any Licensed Software or HIGH LINE has terminated any License by reason of CUSTOMER'S failure to comply with any of the terms of this Agreement, CUSTOMER will certify, in writing, to HIGH LINE, that through its best efforts, and to the best of its knowledge, the original and all copies, in whole or in part, in any form, including partial copies of the discontinued or terminated Licensed Software have been destroyed or, at HIGH LINE's option, returned to HIGH LINE.

c) In addition to the foregoing, the Implementation Agreement and the Implementation Planning Report Document may contain additional provisions regarding termination of this Agreement and the License, in which case such provisions in the Implementation Agreement and the Implementation Planning Report Document will supersede anything to the contrary in this Agreement.

8. IMPLEMENTATION AGREEMENT and IMPLEMENTATION PLANNING REPORT DOCUMENT

a) Immediately following execution of this Agreement and the corresponding Annual Service Agreement, the CUSTOMER and HIGH LINE shall begin developing the Implementation Planning Report Document and negotiating the terms of the Implementation Agreement.

b) In the event of any conflict between the terms of the Implementation Agreement and the terms of this Agreement, the terms of the Implementation Agreement will prevail; provided that the Implementation Planning Report Document and Implementation Agreement will only deal with installation, implementation and training with respect to the Licensed Software, and will not deal with issues related to the License, the License Fee (other than the Payment Schedule for the License Fee), the Use, property rights or the other matters covered by the terms of this Agreement.

c) The CUSTOMER agrees to pay HIGH LINE for HIGH LINE's professional services in working on the Implementation Agreement and Implementation Planning Report Document at the rates set out in Part IV to Schedule "A" ("Planning Fees"), such Planning Fees to be paid based upon invoices issued by HIGH LINE monthly in arrears.

d) Notwithstanding anything in this Agreement to the contrary, this Agreement and License granted herein and the Annual Service Agreement are conditional upon HIGH LINE and the CUSTOMER agreeing upon a program and contract for the installation, implementation and training of the Licensed Software as set out in the Implementation Agreement and Implementation Planning Report Document by ____________, or such other date as may be agreed to between HIGH LINE and the CUSTOMER in writing, failing which:

   i) either HIGH LINE or the CUSTOMER may terminate this Agreement and the related Annual Service Agreement on seven days prior written notice;

   ii) HIGH LINE shall refund all License Fees paid by CUSTOMER to that date without interest; and

   iii) HIGH LINE may setoff and deduct all or any part of the Planning Fees from the License Fees to be refunded under sub-paragraph (ii) above.

9. <u>LICENSE and PROPERTY RIGHTS</u>

a) The License granted under this Agreement authorizes CUSTOMER on a personal, non-transferable and non-exclusive basis, to Use any Licensed Software without right to sub-license or rent.

b) The Licensed Software and all copies thereof are the property of HIGH LINE and title thereto remains with HIGH LINE.

c) All applicable rights in patents, copyrights, trade-marks and trade secrets in the Licensed Software are and will remain with HIGH LINE. The CUSTOMER shall not remove any HIGH LINE trademarks or ownership notices imbedded in any of the Licensed Software.

d) The CUSTOMER shall not sell, transfer, publish, disclose, display, disseminate or otherwise make available any Licensed Software or copies thereof to others without HIGH LINE's prior written consent.

e) The CUSTOMER agrees to secure and protect each Licensed Software and any copy thereof, from use by unauthorized persons and agrees to take appropriate action through instruction with its employees who are permitted access to each Licensed Software or copies thereof, to satisfy its obligations under this Agreement.

f) CUSTOMER agrees that it will take appropriate action by instruction, agreement, or otherwise with its employees or other persons permitted access to Licensed Software to satisfy its obligations under this Agreement with respect to use, copying, modification, and protection and security of Licensed Software.

g) CUSTOMER agrees not to provide or otherwise make available any Licensed Software, in any form, to any person other than CUSTOMER'S or HIGH LINE'S employees without prior written consent from HIGH LINE, except during the period any such person is on CUSTOMER'S premises with CUSTOMER'S permission for purposes specifically related to CUSTOMER'S Use of the Licensed Software.

h) The CUSTOMER may generate, develop and use Derivative Works, provided:

   i) the CUSTOMER shall be deemed to have the right to Use the Derivative Works for the Term of the License herein granted;

   ii) all such Derivative Works shall be owned by and shall be the exclusive property of HIGH LINE;

   iii) HIGH LINE shall not have any obligation to maintain or support Derivative Works, unless otherwise agreed to in writing, or unless HIGH LINE incorporates such Derivative Works into its base Licensed Software and delivers same to CUSTOMER as part of an authorized fix, change or upgrade; and

   iv) the CUSTOMER will notify HIGH LINE of the creation of any Derivative Works, and will immediately on request from HIGH LINE provide HIGH LINE with source code and supporting documentation for Derivative Works.

i) CUSTOMER shall not disassemble, de-compile, translate or reverse engineer the Licensed Software without HIGH LINE’S prior written consent.

10. COPIES

The CUSTOMER shall be entitled to make copies of the Licensed Software for backup, training and system development purposes. The original and any copies of Licensed Software, in whole or in part, which are made by CUSTOMER shall be the property of HIGH LINE. CUSTOMER agrees to reproduce and include the applicable copyright notice on any copies, in whole or in part, in any form, including partial copies and modifications to Licensed Software. CUSTOMER shall maintain records specifically identifying the location of each copy of the Licensed Software and shall make such records available to HIGH LINE during regular business hours upon reasonable notice for purposes of enforcement of the terms and conditions of this Agreement.

11. ESCROW

By signing this Agreement the CUSTOMER becomes a beneficiary for the source code for the Licensed Software. HIGH LINE agrees to notify Lincoln-Parry Associates Inc., with whom HIGH LINE has a Software Escrow Agreement, that CUSTOMER has become an eligible beneficiary under this Agreement.

12. PATENT AND COPYRIGHT INDEMNIFICATION

HIGH LINE at its own expense shall defend any action brought against CUSTOMER to the extent that it is based on a claim that any Licensed Software used within the scope of the License hereunder infringes a patent or copyright, provided CUSTOMER notifies HIGH LINE promptly in writing of the action (and all prior claims relating to such action) after CUSTOMER becomes aware of same, and HIGH LINE has sole control of the defense and all negotiations for its settlement or compromise. In the event any Licensed Software become, or in HIGH LINE's opinion is likely to become, the subject of a claim of infringement of a patent or copyright, HIGH LINE may at its option either secure the CUSTOMER'S right to continue using the Licensed Software, replace or modify them to make them non-infringing, or if neither of the foregoing alternatives is reasonably available to HIGH LINE, discontinue the Licensed Software upon three month's written notice. If, however, the Licensed Software is the subject of a claim of patent or copyright infringement, CUSTOMER may notify HIGH LINE in writing during the one month after the HIGH LINE'S notice of discontinuance that CUSTOMER elects to continue to be licensed with respect to the Licensed Software until there has been an injunction or the claim has been withdrawn, and agrees to undertake at CUSTOMER'S expense the defense of any action against CUSTOMER and to indemnify HIGH LINE with respect to all costs, damages and legal fees attributable to such continued use after such notice is given to HIGH LINE: it being understood that HIGH LINE may participate at its expense in the defense of any such action if such claim is against HIGH LINE. HIGH LINE shall have no liability for any claim of copyright or patent infringement based on:

a) Use of other than a current unaltered release of the Licensed Software available from HIGH LINE if such infringement would have been avoided by the use of a current unaltered release of the Licensed Software available from HIGH LINE; or

b) Use or combination of the Licensed Software with modifications, improvements or other Software not supplied by HIGH LINE; or

c) An intentional tortious act or negligence of CUSTOMER; or

d) Use by CUSTOMER of the Licensed Software in an application or environment for which the Licensed Software was not designed or contemplated.

THE FOREGOING STATES THE ENTIRE LIABILITY OF HIGH LINE WITH RESPECT TO INFRINGEMENT OF ANY COPYRIGHTS OR PATENTS BY THE LICENSED SOFTWARE OR ANY PARTS THEREOF.

13. WARRANTY

Each Licensed Software will conform to HIGH LINE'S current published software specifications when it is shipped to CUSTOMER and for a period of 180 days following the earlier of:

a) first installation of HIGH LINE’s then current version of the Licensed Software on the CUSTOMER’s computer hardware for the purpose of commencing implementation of the Licensed Software in accordance with the Implementation Agreement; or

b) first installation of HIGH LINE’s then current version of the Licensed Software on HIGH LINE’s computer hardware for the purpose of commencing implementation of the Licensed Software in accordance with the Implementation Agreement; or

c) commencement of the implementation of the Licensed Software as set out in the Implementation Agreement.

EXCEPT FOR THE EXPRESS WARRANTY STATED ABOVE, HIGH LINE GRANTS NO WARRANTIES OR CONDITIONS, EITHER EXPRESS OR IMPLIED, ON ANY LICENSED SOFTWARE AND ITS PERFORMANCE, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE, AND THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF HIGH LINE FOR DAMAGES OCCURRING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF LICENSED SOFTWARE.

14. LIMITATION OF LIABILITY

CUSTOMER agrees that HIGH LINE'S liability hereunder for damages including but not limited to liability for any funds, mutual breach of this Agreement or patent and copyright infringement and regardless of the form of action, shall not exceed the charges paid by CUSTOMER for the particular Licensed Software or related materials involved.

No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party more than one year after the cause of action has occurred, except that an action for non-payment may be brought within one year after the date of last payment.

IN NO EVENT WILL HIGH LINE BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOSS OF REVENUES OR LOSS OF PROFITS OR ECONOMIC LOSSES, EVEN IF HIGH LINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE REASONABLY FORESEEABLE OR EVEN IF SUCH DAMAGES AROSE AS A RESULT OF THE NEGLIGENCE OF HIGH LINE, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES, WHETHER IN AN ACTION BASED ON CONTRACT OR TORT.

15. EXTENDED APPLICATION

The provisions of this Agreement shall govern the terms of any present or future order from CUSTOMER. Acceptance by CUSTOMER of any Licensed Software or optional materials from HIGH LINE shall be deemed conclusive evidence of CUSTOMER'S agreement that the License for such Licensed Software or optional materials is governed by this Agreement.

16. SEVERABILITY

If any of the provisions of this Agreement are invalid under any applicable statute or rule of law, they are to that extent, deemed omitted, unless a court of competent jurisdiction determines otherwise.

17. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. The courts of competent jurisdiction in the City of New York, New York, shall have exclusive jurisdiction in the event of any litigation between the parties with respect to any matter or dispute arising out of this Agreement, and both parties agree to attorn to the exclusive jurisdiction of such courts.

18. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement, and there are no other representations, warranties, terms or conditions except as set out in this Agreement in writing; provided that in the event of any conflict between the terms of the Implementation Agreement and the terms of this Agreement, the terms of the Implementation Agreement will prevail.

19. INJUNCTION AND EQUITABLE REMEDIES

The CUSTOMER hereby recognizes that the Licensed Software is a valuable asset of the HIGH LINE and that any remedy contemplating, inter alia, the award of monetary damages in the event of a violation or impending violation of any of the terms and provisions of this Agreement shall be inadequate. As a result, HIGH LINE shall, in addition to any other relief available to it (including, without limitation, monetary damages to the extent that HIGH LINE proves such damages), be entitled to the remedy of an injunction and other equitable remedies without having to establish the inadequacy of any remedy available to it. The CUSTOMER hereby undertakes not to make any defense in proceedings regarding the granting of an injunction or specific performance which refer to the availability to HIGH LINE of other remedies.

IN WITNESS WHEREOF the parties have executed this Agreement as of the effective date stated herein.

HIGH LINE CORPORATION	**- SAMPLE -**
PER:	PER:
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE:

SCHEDULE "A" TO SOFTWARE LICENSE AGREEMENT # ___________

PART I - SOFTWARE COVERED BY THIS AGREEMENT

The **PERSONALITY Application Software modules** to process up to _______ active Employee Records, Employee Records being defined as the highest number of employees administered by the system in any month during a twelve-month service period. The Software covered by this Schedule includes:

FOUNDATION
PAYROLL
BENEFIT ADMINISTRATION
ATTENDANCE
SALARY ADMINISTRATION
FORECASTING & COSTING
LABOR RELATIONS
SAFETY & OCCUPATIONAL HEALTH
TRAINING & DEVELOPMENT
RECRUITING
TIME SCHEDULING

As additional Software is purchased, an Addendum to this Schedule shall be issued.

HIGH LINE guarantees Software Application License fees for one (1) year from the date of Agreement execution.

PART II - PAYMENT SCHEDULE: LICENSE FEE

50% Due upon signing of the Agreement
50% Due upon software installation

In the event of any conflict between the Payment Schedule set out under this Part II and the Payment Schedule set out in the Implementation Agreement, the Payment Schedule set out in the Implementation Agreement will prevail.

PART III – THIRD PARTY SOFTWARE

Additional Third Party Software may be referred to in the Implementation Agreement, in which case the terms of the Implementation Agreement will supersede anything to the contrary in this Agreement. For the right to use Third Party Application Software programs, CUSTOMER agrees to execute the applicable Sub-License Agreement herein

All Oracle costs are due N30 upon installation of software, or use of the software on the client's behalf.

PART IV – PLANNING FEES

HIGH LINE agrees to provide personnel as required to develop the Implementation Planning Report Document and finalize the Implementation Agreement at the then current billing rates. The present fees are:

Project Planning US$1,200/Day

Consulting	US$1,000/Day

CUSTOMER agrees to pay all reasonable travel and out of pocket expenses incurred by HIGH LINE related to developing the Implementation Planning Report Document and finalizing the Implementation Agreement.

ANNUAL SERVICE AGREEMENT – US

FOR LICENSE AGREEMENT #________________

Between: **HIGH LINE CORPORATION**
145 Renfrew Drive
Suite 210
Markham, Ontario
L3R 9R6

(hereinafter referred to as **HIGH LINE**)

and - S A M P L E -

(hereinafter referred to as **CUSTOMER**)

EFFECTIVE DATE:	EXPIRATION DATE:

1. **Subject Matter:** This Agreement constitutes a formal contract between HIGH LINE and CUSTOMER for Annual Service on the Licensed Software listed on Schedule "A" to this Agreement (the "Licensed Software"), and any additions or deletions therefrom agreed to by HIGH LINE and CUSTOMER in writing from time to time, in accordance with the terms of this Agreement.

2. **Term:** This Agreement commences on the Effective Date stated above and will remain in full force and effect until the Expiration Date stated above. This Agreement shall automatically renew at the expiry of the then current term for the next ensuing twelve (12) months, unless terminated by either party by written notice delivered not less than thirty (30) days prior to the end of the then current term.

3. **Annual Service Rates:** The Annual Service Rates and payment terms applicable throughout the term of this Agreement will be HIGH LINE's then current service rates and payment terms for the Licensed Software. A schedule of Annual Service Rates and payment terms will be mailed by HIGH LINE to CUSTOMER not less than forty-five (45) days prior to the expiration of the then current term. If any part of the term of this Agreement is greater or less than twelve months, the Annual Service Rate for that part of the term of this Agreement will be adjusted pro rata for the period in question on a per diem basis.

4. **Adjustment to Expiry Date:** HIGH LINE may, from time to time, adjust the Expiration Date for administrative purposes, in which case HIGH LINE will provide thirty (30) days prior written notice and any Service Rates paid or to be paid will be adjusted accordingly pro rata on a per diem basis.

5. **Coverage:** HIGH LINE agrees to provide the following Licensed Software support and maintenance services to CUSTOMER during the Term of this Agreement, conditional upon a signed Annual Service Agreement being in effect and all Annual Service Rates having been paid up to date at the time the service is to be provided:

a) Corrections and fixes for any errors or inconsistencies in the programs in the Licensed Software due to HIGH LINE programming error, or failures of the programs or databases in the Licensed Software to perform in accordance with the manuals provided by HIGH LINE, which are notified in writing to HIGH LINE by CUSTOMER during the term of this Agreement. CUSTOMER shall assist HIGH LINE in identifying the circumstances in which such errors or inconsistencies were discovered and in providing documentary evidence of the same.

b) Improvements, changes, upgrades and updates to the Licensed Software and related documentation as they become generally available.

c) Support for Oracle Database and Oracle Tools software to the extent they have been incorporated into the Licensed Software, or they are required to make reasonable use of the Licensed Software.

d) Support for the integration of the Vertex PAYROLLTAX™ System into the Licensed Software.

e) Updated rates and database information for the production of reports required for Federal, State and Local Income Taxes, State Disability Insurance, Unemployment Insurance, and 401K ("Government Changes").

f) Initial response to problems within four working hours of notification by CUSTOMER to the HIGH LINE SUPPORT LINE, Monday to Friday, 8 am to 8 pm Eastern Standard Time, except for statutory holidays.

In return for the services described in this paragraph 5, CUSTOMER will pay HIGH LINE the Annual Service Rates referred to in paragraph 3, failing which HIGH LINE may refuse to provide these services.

Notwithstanding anything herein to the contrary, HIGH LINE shall not be obligated to deliver Government Changes for any calendar year unless CUSTOMER has executed an Annual Services Agreement and paid Annual Service Rates for that calendar year, and installation or use of Government Changes for any calendar year shall be deemed to be a binding agreement between HIGH LINE and CUSTOMER for CUSTOMER to pay the then current Annual Service Rates for all of that calendar year.

6. Exclusions: Notwithstanding anything herein to the contrary, the following matters are not covered by this Agreement and HIGH LINE shall not provide corrections, fixes, updates, upgrades, support or maintenance under the terms of this Agreement for:

a) New developments or modifications to the Licensed Software requested or made by CUSTOMER or someone on its behalf.

b) Software enhancements, programs or databases that have been custom written for CUSTOMER by HIGH LINE and do not form part of HIGH LINE's standard package for the Licensed Software.

c) CUSTOMER calculation programs, Discoverer reports, and customized CUSTOMER reports which do not form part of HIGH LINE's standard package for the Licensed Software.

d) Training or retraining of new or existing personnel in the operations or understanding of the Licensed Software.

e) Any problems, errors, omissions, deficiencies or inconsistencies caused by modifications, additions or tampering with the Licensed Software by persons other than HIGH LINE personnel.

f) Any problems caused by CUSTOMER as a result of file or table manipulation. It is CUSTOMER'S responsibility to fully test all file or table changes prior to using them in production.

g) Provision of, or support for, the Vertex PAYROLLTAX™ System (except as may be noted in paragraph 5). It is CUSTOMER's responsibility to arrange for its use and service through Vertex Systems Inc.

h) Support of Third Party Software (except as may be noted in paragraph 5).

i) Any problems, errors or inconsistencies not attributable to matters expressly set out in paragraph 5.

For any of these items, CUSTOMER shall pay HIGH LINE on a time and materials basis at HIGH LINE's then current professional services fees rates for its customers, all invoices to be paid on a net thirty days basis.

7. **Termination:** This Agreement shall automatically terminate on termination of CUSTOMER'S License Agreement for the Licensed Software. In addition, either party may terminate this Agreement at any time during the term of this Agreement if the other party is in default of their obligations hereunder and such default continues and is not rectified after seven days prior written notice in that regard. Provided that upon termination of this Agreement for any reason or cause CUSTOMER shall remain liable for, shall pay, and shall have no refund entitlements with respect to, the Annual Service Rates then in effect for the balance of the then current term, except as follows:

a) If this Agreement is terminated by CUSTOMER because of a default made by HIGH LINE under the terms of this Agreement or the License Agreement, then CUSTOMER shall be entitled to receive a per diem refund of the Annual Service Rates for the remaining unexpired term of the Agreement as of the effective date of such termination.

8. **Notice of Discontinuance:** HIGH LINE agrees to provide CUSTOMER with twelve months written notice if HIGH LINE decides to discontinue offering these support services for all or any part of the LICENSED SOFTWARE, in which case the Expiration Date will be adjusted accordingly and the Annual Service Rates will be adjusted on a pro rata per diem basis to the new Expiration Date.

9. **Warranty:** EXCEPT AS SET OUT IN WRITING IN THE RELEVANT LICENSE AGREEMENT, HIGH LINE GRANTS NO WARRANTIES OR CONDITIONS, EITHER EXPRESS OR IMPLIED, ON ANY LICENSED PROGRAM AND ITS PERFORMANCE, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE, AND THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF HIGH LINE FOR DAMAGES OCCURRING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF LICENSED PROGRAMS.

10. **Limitation Of Liability:** CUSTOMER agrees that HIGH LINE's liability hereunder for damages including but not limited to liability for any funds, mutual breach of this Agreement or patent and copyright infringement, and regardless of the form of action, shall not exceed the charges paid by CUSTOMER for the particular maintenance and support services in question.

No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party more than one year after the cause of action has occurred, except that an action for non-payment may be brought within one year after the date of last payment.

IN NO EVENT WILL HIGH LINE BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL. PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOSS OF REVENUES OR LOSS OF PROFITS OR ECONOMIC LOSSES, EVEN IF HIGH LINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE REASONABLY FORESEEABLE OR EVEN IF SUCH

DAMAGES AROSE AS A RESULT OF THE NEGLIGENCE OF HIGH LINE, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES, WHETHER IN AN ACTION BASED ON CONTRACT OR TORT.

11. **Entire Agreement:** This Agreement contains the entire agreement between HIGH LINE and CUSTOMER with respect to the subject matter thereof as of its date and supersedes all prior agreements, negotiations, representations and proposals, written or oral, relating to its subject matter.

12. **Applicable Laws and Jurisdiction:** This Agreement shall be governed by the laws of the State of New York, USA. The courts of competent jurisdiction in the City of New York, New York, shall have exclusive jurisdiction in the event of any litigation between the parties with respect to any matter or dispute arising out of this Agreement, and both parties agree to attorn to the exclusive jurisdiction of such courts.

IN WITNESS WHEREOF the parties have executed this Agreement as of the effective date stated herein.

HIGH LINE CORPORATION	**- CUSTOMER -**
PER:	PER:
NAME:	NAME:
TITLE:	TITLE:
DATED:	DATED:

SCHEDULE "A"

APPLICATION SOFTWARE

MODULE	**ANNUAL SERVICE RATE (US$)**
FOUNDATION	
PAYROLL	
BENEFIT ADMINISTRATION	
ATTENDANCE	
SALARY ADMINISTRATION	
FORECASTING & COSTING	
LABOR RELATIONS	
TRAINING & DEVELOPMENT	
RECRUITING	
TIME SCHEDULING	
EE/MGR SELF SERVICE	
TIME MANAGEMENT SELF SERVICE	
RECRUITING SELF SERVICE	
WORKFLOW	
ORGANIZATION CHARTS	
TOTAL	

Personality Maintenance charges are billed on an annual basis. Rates used for all Maintenance charges quoted are based on current rates at time of signing and are subject to change.

APPENDIX F – GARTNER HRMS VENDOR EVALUATION STUDY EXECUTIVE SUMMARY REPORT