AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Accenture LLP with an address at 161 N. Clark Street, Chicago, IL 60601 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth:

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Jeff Frapwell, Assistant County Executive Officer at phone number 805-568-3432 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Mary Sheffield at phone number 512-582-4086 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: County of Santa Barbara, County Executive Office, 105 E Anapamu Street 4th Floor, CA 93101

To CONTRACTOR: Accenture LLP, 161 N. Clark Street, Chicago, IL 60601, Attention: General Counsel

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on July 5, 2022 and end performance upon completion, but no later than December 31, 2024 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the

contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof, CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions that are brought to CONTRACTOR's attention within thirty (30) days after performance of the services or delivery of the materials, provided that, for any functionality that is intended to run quarter-end processes that have not previously been used or run in production, such period shall be thirty (30) days after quarter-end. Such corrections shall be made at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its principals are not and shall not become debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies to COUNTY that its employees performing the services are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts and, if any employee performing the services becomes debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts, CONTRACTOR shall remove them from the performance of services promptly after becoming aware of such action. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR's fees do not include applicable sales, use or similar taxes. CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

Notwithstanding the foregoing, CONTRACTOR shall retain ownership of its intellectual property rights, including patents, copyrights, trade secrets and other proprietary rights, which were existing prior to the execution of this Agreement or which are developed, licensed or

acquired by or on behalf of CONTRACTOR independently from this Agreement, in each case including any modifications or derivatives thereof.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

- A. <u>By COUNTY.</u> COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein as set forth below.
 - For Convenience. COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, 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.
 - 2. For Nonappropriation of Funds. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 - 3. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice; provided that COUNTY has first given CONTRACTOR written notice or such default or breach and allowed a period of at least thirty (30) days for CONTRACTOR to cure such default or breach, and CONTRACTOR has not cured such default or breach. Upon receipt of notice of termination or suspension, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the termination notice is received by CONTRACTOR, unless the notice directs otherwise.

B. By CONTRACTOR.

1. Failure to Pay. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

- Failure to Provide Cleansed Data. In the event that COUNTY cannot provide
 data that is accurate, free from errors, and/or non-duplicative in the format required
 for upload into Workday's Data Gathering Workbooks after three attempts of each
 tenant build, CONTRACTOR shall be permitted to terminate this Agreement for
 convenience upon 30 days' written notice pursuant to Section 4 below to COUNTY.
- Failure to Provide Resources. In the event that CLIENT cannot provide requested resourcing in Sections 2.1 of Appendices A, B and C to Exhibit A – Statement of Work, CONTRACTOR shall be permitted to terminate this Agreement for convenience upon 30 days' written notice pursuant to Section 4 below to COUNTY.
- 4. Notice. CONTRACTOR shall not be entitled to exercise its termination rights under subsection 2 or 3 above unless the issue(s) are first escalated through the Issue Escalation and/or Project Changes processes set forth in Sections 7 and 8 of Exhibit A Statement of Work and such processes have failed to resolve the issue(s).
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SUSPENSION FOR CONVENIENCE

COUNTY may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 90 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement. COUNTY acknowledges that an order of suspension could result in changes to the project team, timeline, or budget. Notwithstanding such suspension, delay or interruption, COUNTY will pay CONTRACTOR for all Services and deliverables rendered, including a prorated portion for deliverables in progress and expenses incurred prior to the date of suspension, delay or interruption.

21. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

22. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability

shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

23. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

24. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein; provided, however, that neither party will be liable for any delays or failures to perform due to causes beyond that party's reasonable control and occurring without that party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving CONTRACTOR or COUNTY employees, respectively) (a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other party, and dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused. Each party will reasonably endeavor to resume its performance under this Agreement as soon as possible following a Force Majeure Event and CONTRACTOR will expend the same level of effort to resume performance to COUNTY that it expends for its other similarly-situated customers.

25. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

26. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

27. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

28. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

29. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

30. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

31. AUTHORITY

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

32. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

33. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

34. KEY PERSONNEL

CONTRACTOR and COUNTY will agree which team members are key personnel who will have primary responsibility with respect to the project. CONTRACTOR team members shall be W2 Accenture employees rather than independent contractors. CONTRACTOR team members shall be Workday-certified in their areas, and must engage in recertification on an annual basis. CONTRACTOR team members shall be prioritized for their experience delivering Workday implementation services for California counties, or at least public sector California organizations. COUNTY will have the option to request alternative staffing and provide input to proposed staffing changes during the project. CONTRACTOR shall not reduce the total allocation of team members, but may change allocations if one area of the project is projected to need additional time and another area of the project has available time. CONTRACTOR will always discuss changes to the allocation of resources with COUNTY, at a minimum with the project management team and also with the Executive Sponsor and Steering Committee if COUNTY desires. CONTRACTOR agrees to not assign any key personnel to a more lucrative/prioritized project.

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Agreement for Services of Independent Contractor between the County of Santa Barbara and Accenture LLP. IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY. ATTEST: **COUNTY OF SANTA BARBARA:** Mona Miyasato County Executive Officer Clerk of the Board Dugna By: Deputy Clerk Chair, Board of Supervisors Date: RECOMMENDED FOR APPROVAL: **CONTRACTOR:** County Executive Office **ACCENTURE LLP** Martin Hodgett By: Authorized Representative Department Head Name: Martin Hodgett Managing Director Title: APPROVED AS TO FORM: APPROVED AS TO ACCOUNTING FORM: Rachel Van Mullem Betsy M. Schaffer, CPA **County Counsel** Auditor-Controller By: Deputy Deputy County Counsel APPROVED AS TO FORM: Greg Milligan, ARM Risk Management Gregory Milligan Risk Management

EXHIBIT A - STATEMENT OF WORK



County of Santa Barbara, CA Workday Deployment Statement of Work

July 5, 2022

Accenture LLP

Rob Cockrum Sales Capture Lead Mobile: 916.715.6504

Rob.cockrum@accenture.com

This document was prepared for the exclusive use of the designated recipient and contains proprietary and confidential information of Accenture LLP

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1.Introduction

This Statement of Work ("SOW") is made as of July 5, 2022 ("SOW Effective Date") by and between Accenture LLP ("Accenture") and County of Santa Barbara, CA ("CLIENT"). Any specification, design, user requirements document, installation checklist, etc., attached hereto and explicitly referenced herein shall be part of this SOW, provided such documents are in writing and signed by an authorized representative of each party. No terms, provisions, or conditions of any purchase order will modify the Agreement or this SOW or otherwise have any effect on the obligations of the parties.

2.Approach and Workday Deployment Methodology

Accenture will perform these services using a combination of the following processes:

- Accenture's Business Process Alignment (BPA) Approach (see Appendix A);
- Business Readiness/Change Management Approach (see Appendix B); and
- Workday Deployment Methodology (see Appendix C), which includes the following stages:
 - o Plan Stage,
 - o Architect Stage,
 - o Configure & Prototype Stage,
 - Test Stage,
 - o Deploy Stage
- Workday Adaptive Planning Methodology (see Appendix C), which includes the following stages:
 - o Initiate Stage,
 - Model & Validated Stage,
 - Deploy Stage

The Business Process Alignment will be conducted prior to the deployment of and execution of the Workday Deployment Methodology. Business Readiness/Change Management will occur throughout the duration of the project. High level overviews and detailed verbiage of these three approaches and/or methodologies are found in Appendix A, Appendix B, and Appendix C.

3. HIGH LEVEL SCOPE

The scope of this Statement of Work (SOW) is for services for the deployment of the following:

Appendix A defines the following Business Process Alignment (BPA) services and the approach to deploying BPA.

- Executive Engagement
- Planning
- Current Business Process Day in the Life (DITLs) Review
- Workday Standard Business Process Overview (WD BPOs)
- Alignment of Current Business Processes with Workday Standards
- Business Process Alignment Report and Presentation

Appendix B defines the following Business Readiness/Change Management services and the approach to deploying Business Readiness/Change Management

- Change Ambassador Network
- Sponsorship Roadmap and Engagement Plan
- Business Readiness Strategy
- Life with Workday Workshops
- Communication Plan

- Impact Assessment
- Sustainability Plan
- Knowledge Sharing Plan
- Training Strategy
- Training Curriculum
- Training Material Development
- Pilot Training
- Training Delivery

Appendix C defines the following Workday implementation services which includes the following functional areas and the methodology for deploying Workday.

Financials

- Financial Accounting
- Business Assets
- Banking & Settlement
- Customers
- Projects
- Grants
- Supplier Management
- Procurement
- Expenses

HCM/Payroll

- Human Capital Management (HCM)
- Compensation
- Benefits
- Absence
- Payroll
- Time Tracking
- Recruiting
- Talent Management
- Learning Management System (LMS)

Analytics & Planning

- Adaptive Planning
- Prism Analytics
- People Analytics

The Scope of Services is limited to those enumerated within this Statement of Work including the specified deliverables, services, tasks, activities or responsibilities enumerated in the Resources tables and approach figures and/or explanations and any written change orders executed by the Parties. If any services, tasks, or responsibilities not specifically described in this SOW are inherent or necessary sub-activities of the tasks, they are also included within the Scope of Services and this Scope of Work. The deliverables and the Scope of Services are premised on the assumption of a joint project with material contribution of CLIENT resources and subject matter experts. Professional and Deployment Services provided by Accenture are targeted to enable CLIENT to "Go Live" on the Workday solution and retire the legacy applications while reducing manual processes and following leading practices.

4. TIMELINE

The Services provided by Accenture pursuant to this SOW will span the timelines set forth in the three Phases below. The production support model will be defined by the project managers during the Test Stage of each deployment phase. The estimated start, go-live, and end dates are bulleted below for each phase.

Phase 1 — Project Management, Business Readiness/Change Management, Financial Accounting, Business Assets, Banking & Settlement, Customers, Projects, Grants, Supplier Management, Procurement, and Expenses (referred to as Financials)

- BPA Start Date on or around July 5, 2022
- BPA End Date on or around September 2, 2022
- Deployment Start Date on or around September 6, 2022
- Deployment Go-Live Date on or around August 1, 2023
- Deployment End Date on or around August 31, 2023

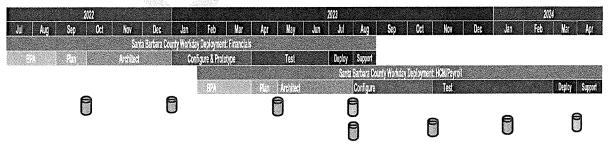
Phase 2 – Project Management, Business Process Alignment, Business Readiness/Change Management, Human Capital Management, Compensation, Benefits, Absence, Payroll, Time Tracking, Recruiting, Talent Management, and Learning Management System (referred to as HCM/Payroll)

- BPA Start Date on or around January 30, 2023
- BPA End Date on or around March 31, 2023
- Deployment Start Date on or around April 3, 2023
- Deployment Go-Live Date on or around April 1, 2024
- Deployment End Date on or around May 3, 2024

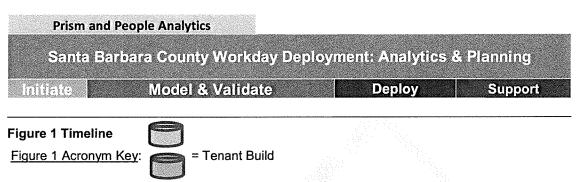
Phase 3 – Project Management, Prism Analytics, People Analytics, and Adaptive Planning (referred to Analytics & Planning

- Prism and People Analytics
- Deployment Start Date on or around May 6, 2024
- Deployment Go-Live Date on or around July 26, 2024
- Deployment End Date on or around August 2, 2024
- Adaptive Planning
- Deployment Start Date on or around May 6, 2024
- Deployment Go-Live Date on or around September 30, 2024
- Deployment End Date on or around November 1, 2024

This timeline is based upon Accenture's understanding of the CLIENT's scope, internal staffing levels, need for change management, and our experience on other Workday projects. The project timeline, task lists, and stage duration assessments are set forth in this Statement of Work. CLIENT acknowledges that CLIENT-caused delays and changes to the project timeline may affect pricing and may require a mutually executed change order. The sample graphical timeline of the engagement is depicted below in **Figure 1**.







5. FEES AND PAYMENT SCHEDULE

Fees and Payment Schedule can be found in Exhibit B of the Agreement.

6. DELIVERABLE CRITERIA

The deliverable tables in Appendices A, B, and C identify the deliverables and the Owners and Contributors for each deliverable. Prior to the start of each project stage, Accenture and CLIENT will meet to discuss deliverable expectations and clarify any assumptions about deliverable objectives, scope, format, acceptance criteria, and acceptance period.

As Accenture completes the deliverable(s), it will present the CLIENT with Acceptance Certificates. Within five business days (or another period of time mutually agreed upon by CLIENT and Accenture pursuant to the discussion process described in the prior paragraph) of CLIENT's receipt of the deliverable(s) and Acceptance Certificate from Accenture ("Acceptance Period"), CLIENT shall either (a) approve the Acceptance Certificate online in the Project Portal (TAPP) for Accenture to signify CLIENT's agreement that the deliverable(s) materially comply with their respective acceptance criteria ("Accept") or (b) notify Accenture in writing of the basis of its belief that the deliverable(s) do not materially comply with their respective acceptance criteria ("Reject"). If CLIENT does not Accept or Reject a deliverable prior to expiration of the applicable Acceptance Period, CLIENT will be deemed to have Accepted the deliverable. This acceptance process will continue until CLIENT Accepts each deliverable.

The Owner of a deliverable is the party that is primarily responsible for organizing, defining and creating the deliverable. The Contributor is the party that will work under the direction of the Deliverable Owner to assist in the preparation of the deliverable. Within a Shared Deliverable the parties will work under the guidance of their respective Project Managers to contribute all or a portion of the Deliverable based on the Project Managers' direction. Shared deliverables will be accepted under the same process as other deliverables. The list of deliverables includes those for the Business Process Alignment approach, the Business Readiness/Change Management approach, and the Workday Deployment Methodology.

7. ISSUE ESCALATION

CLIENT's Project Manager is the escalation point for all employees of CLIENT assigned to the project. Accenture's Project Manager is the escalation points for all employees of Accenture assigned to the project. CLIENT's Project Manager and Accenture Project Manager will work closely together to resolve any issues between CLIENT and Accenture. The Steering Committee is the escalation point for the CLIENT Project Manager and the Accenture Project Manager. If there is an issue with either CLIENT's Project Manager or

Accenture's Project Manager, the Steering Committee members will resolve issues. The Steering Committee shall promptly resolve all escalated issues, if necessary, by convening a meeting and obtaining direction from the appropriate people within CLIENT's organization and Accenture's organization.

8. PROJECT CHANGES

The parties acknowledge and agree that the avoidance of project delays is material to CLIENT's use of Professional Services and Accenture's ability to provide the Professional Services. Both parties agree that material changes to scope or schedule that impact work effort may require a change to fees; those that do not will be processed with a no-cost change order.

In the event of any project delay due to the fault of CLIENT, Accenture, or causes not in the control of either party, or, if either party identifies a potential change to the project requiring more than 5 hours of additional work or otherwise deemed to be material, the CLIENT Project Manager or Accenture Project Manager will notify their counterpart, and the parties will attempt to mitigate the effects of such delay. If the Project Managers are unable to resolve the issue, they may invoke the issue escalation process described in Section 7.

As part of the issue escalation process, the Steering Committee will seek to resolve such issues and to develop a mutually agreed upon solution. The Steering Committee will take into consideration the cause of the delay or proposed change to the project and negotiate in good faith. In the event that the Steering Committee determines there are project scope impacts, a mutually agreed upon change order will be entered into pursuant to the Change Order Process defined in the Appendix D of this Statement of Work.

9. PRE-PLANNING

As part of pre-planning, CLIENT will provide or complete the following by the end of the Plan Stage for Phase 1. If the items are not completed prior to the start of the Architect Stage, it is a change in scope and may require a change order.

- List of who reports to whom for approval of purchase requisitions, purchase orders, and expense reports
- Breakdown of the current chart of account structure and description for each component of the structure
- List of required reports with examples
- An inventory of current systems and the high level relevant data each contains that will need to be converted into Workday
- Functional area questionnaire completion
- Completion of recommended community topics or learning topics on Workday's website
- Book and attend Workday training needed for Architect sessions per project team training plan to be provided by Workday
- A list of staff who will be assigned to the project and each team member will complete the staffing tool template
- The details of the CLIENT's labor agreements to be reviewed and understood how the CLIENT executes them to accurately provide details during the project

10. Schedules, Exhibits and Appendices

These terms are used interchangeably and refer to the following documents. This SOW specifically excludes any document not referenced in **Table 1**.

Reference	Reference Description		
Α	Accenture Business Process Alignment Approach		

Reference	Description
В	Accenture Business Readiness/Change Management Approach
С	Workday Deployment Methodology
D	Accenture Change Control Process
E	CLIENT Authorized Acceptance Approvers
F	Sample Approval of Acceptance
G	Remote Work Protocols
Н	Data Safeguards for Client Data
1	Rate Card for Change Orders
J	Accenture Travel and Expense Policy

Table 1 Appendices

11. REMOTE WORK

Remote Work Solution. In addition to performing Services from those Accenture and the Client Locations specified in the SOW, Accenture personnel may perform the Services or any portion of the Services remotely, provided that performing remotely does not (i) adversely impact Accenture's ability to perform its obligations under the SOW; or (ii) require any increase to the Fees.

Accenture personnel will perform the Services remotely in accordance with the Remote Work Protocols in Appendix G. The Parties agree that the remote work solution, and continued need for the same, shall be assessed by the Parties from time to time, and at such times the Parties will agree whether to continue with the remote work solution, return to "business as usual" service delivery, or consider other options.

For Services provided on a remote basis, any contractual requirements to provide physical and environmental security controls (e.g., secure bays; security guards; CCTV) at the Accenture service locations will not apply to remote work locations. In addition, where Accenture personnel are required to access Client systems from a remote work location, such access will only occur using devices and access points approved by Client in accordance with Appendix G "Remote Work Protocols."

Accenture resources will perform services from the U.S. and the Philippines. Access to the CLIENT's network from Accenture resources in the Philippines must be reviewed and pre-approved by CLIENT prior to access.

APPENDIX A: BUSINESS PROCESS ALIGNMENT APPROACH

1. APPROACH

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

Accenture will also provide an Executive Engagement program as part of the BPA approach. The Executive Engagement program is a series of six workshops conducted by Accenture for Executives, Steering Committee and Functional Leads. The workshops start right before BPA and continue through deployment. The program focuses on identifying the vision executives have for implementing Workday and gain an understanding of strategies and objectives and define how success will be measured. Metrics will be tied back to the overall organizational goals and key objectives and through the workshops communicated with the project team. The workshops will prepare participants to actively promote the project while continuing to keep an eye on the vision and goal of implementing Workday.

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

- Planning
- Current Business Process Day in the Life (DITLs) Review
- Workday Standard Business Process Overview (WD BPOs)
- Alignment of Current Business Processes with Workday Standards
- Business Process Alignment Report and Presentation

2. Roles and Responsibilities

2.1 CLIENT RESOURCES

The following **Table 2** describes the roles and responsibilities as well as the time allocations for CLIENT project team members. The assignment of named resources and final time allocations will be determined during the Plan Stage of the deployment using a project staffing tool and the project plan developed jointly by the Accenture and CLIENT Project Managers.

CLIENT ROLE	RESPONSIBILITY	RESOURCE ALLOCATION
LEADERSHIP AND MA	NAGEMENT	

CLIENT ROLE	RESPONSIBILITY	RESOURCE ALLOCATION
Executive Sponsor(s)/ Steering Committee	 Responsible for championing the project Provides executive level oversight of the project Provides input on key strategic decisions and helps to resolve escalated issues Ensures that the appropriate resources are available for the project Ensure the project is meeting the goals and timeframes outlined at the beginning of the project Responsible for setting the direction, driving benefits, managing stakeholders, and deploying resources Governance for any changes in scope Attends Steering Committee meetings 	Estimated FTE: 2-3 team members at .05 FTE each
Project Manager	 Responsible for managing the project to completion with Accenture Project Manager Develops, manages, and maintains the Project Management Plan in partnership with Accenture Project Manager Manages the issue and key decision log Sets deadlines and evaluates milestones Assigns responsibilities Escalates issues to the Steering Committee that may impact the go-live date Signs off on key deliverables throughout the project Leads Steering Committee meetings 	Estimated FTE: 1 team member at 1.0 FTE
Functional		1 100 700
	the part of the control of the contr	
Functional Leads	 Plays a key role during the DITL workshops Leads the functional team for a specific functional area(s), e.g., Procurement Coordinates activities with the Accenture Consultants and other CLIENT functional resources Attends BPA workshops to identify opportunities for improvement, areas for standardization, unique variances and potential differences in functionality Communicates business requirements Gathers reports and defines reporting requirements 	Estimated FTE: 9 team members at 0.60 FTE per team member
Subject Matter Experts (SMEs)	 Leads the functional team for a specific functional area(s), e.g., Procurement Coordinates activities with the Accenture Consultants and other CLIENT functional resources Attends BPA workshops to identify opportunities for improvement, areas for standardization, unique variances and potential differences in functionality 	members at 0.60 FTE per
Subject Matter Experts (SMEs)	 Leads the functional team for a specific functional area(s), e.g., Procurement Coordinates activities with the Accenture Consultants and other CLIENT functional resources Attends BPA workshops to identify opportunities for improvement, areas for standardization, unique variances and potential differences in functionality Communicates business requirements Gathers reports and defines reporting requirements Resources representing departments / areas of functional expertise Communicate functional requirements Provide functional knowledge and expertise on requirements Participate in BPA workshops to understand Workday business processes Gather reports 	members at 0.60 FTE per team member Estimated FTE: 7 to 18 team members at 0.20 FTE per team member
Subject Matter Experts (SMEs) Technical Integration	 Leads the functional team for a specific functional area(s), e.g., Procurement Coordinates activities with the Accenture Consultants and other CLIENT functional resources Attends BPA workshops to identify opportunities for improvement, areas for standardization, unique variances and potential differences in functionality Communicates business requirements Gathers reports and defines reporting requirements Resources representing departments / areas of functional expertise Communicate functional requirements Provide functional knowledge and expertise on requirements Participate in BPA workshops to understand Workday business processes Gather reports 	members at 0.60 FTE per team member Estimated FTE: 7 to 18 team members at 0.20 FTE per team member Estimated FTE: 1- 2 team
Subject Matter Experts (SMEs) Technical Integration Developer	 Leads the functional team for a specific functional area(s), e.g., Procurement Coordinates activities with the Accenture Consultants and other CLIENT functional resources Attends BPA workshops to identify opportunities for improvement, areas for standardization, unique variances and potential differences in functionality Communicates business requirements Gathers reports and defines reporting requirements Resources representing departments / areas of functional expertise Communicate functional requirements Provide functional knowledge and expertise on requirements Participate in BPA workshops to understand Workday business processes Gather reports Responsible for providing technical knowledge and expertise related to CLIENT integration requirements	Estimated FTE: 7 to 18 team members at 0.20 FTE per team member Estimated FTE: 1-2 team members at 0.20 FTE
Subject Matter Experts (SMEs) Technical Integration Developer Data Migration	 Leads the functional team for a specific functional area(s), e.g., Procurement Coordinates activities with the Accenture Consultants and other CLIENT functional resources Attends BPA workshops to identify opportunities for improvement, areas for standardization, unique variances and potential differences in functionality Communicates business requirements Gathers reports and defines reporting requirements Resources representing departments / areas of functional expertise Communicate functional requirements Provide functional knowledge and expertise on requirements Participate in BPA workshops to understand Workday business processes Gather reports Responsible for providing technical knowledge and expertise related to CLIENT integration requirements Responsible for providing technical knowledge and 	Estimated FTE: 7 to 18 team members at 0.20 FTE per team member Estimated FTE: 1- 2 team members at 0.20 FTE Estimated FTE: 1 team
Subject Matter Experts (SMEs) Technical Integration Developer	 Leads the functional team for a specific functional area(s), e.g., Procurement Coordinates activities with the Accenture Consultants and other CLIENT functional resources Attends BPA workshops to identify opportunities for improvement, areas for standardization, unique variances and potential differences in functionality Communicates business requirements Gathers reports and defines reporting requirements Resources representing departments / areas of functional expertise Communicate functional requirements Provide functional knowledge and expertise on requirements Participate in BPA workshops to understand Workday business processes Gather reports Responsible for providing technical knowledge and expertise related to CLIENT integration requirements Responsible for providing technical knowledge and expertise related to current systems used by CLIENT 	Estimated FTE: 7 to 18 team members at 0.20 FTE per team member Estimated FTE: 1- 2 team members at 0.20 FTE Estimated FTE: 1 team member at 0.20 FTE
Subject Matter Experts (SMEs) Technical Integration Developer Data Migration Lead Reporting Lead	 Leads the functional team for a specific functional area(s), e.g., Procurement Coordinates activities with the Accenture Consultants and other CLIENT functional resources Attends BPA workshops to identify opportunities for improvement, areas for standardization, unique variances and potential differences in functionality Communicates business requirements Gathers reports and defines reporting requirements Resources representing departments / areas of functional expertise Communicate functional requirements Provide functional knowledge and expertise on requirements Participate in BPA workshops to understand Workday business processes Gather reports Responsible for providing technical knowledge and expertise related to CLIENT integration requirements Responsible for providing technical knowledge and 	Estimated FTE: 7 to 18 team members at 0.20 FTE per team member Estimated FTE: 1- 2 team members at 0.20 FTE Estimated FTE: 1- 2 team members at 0.20 FTE Estimated FTE: 1 team

CLIENT ROLE	RESPONSIBILITY	RESOURCE ALLOCATION
Change Lead	 Support execution of the change management plan for CLIENT 	Estimated FTE: 1 - 2 team members at 0.25 FTE

Table 2 Client Resources

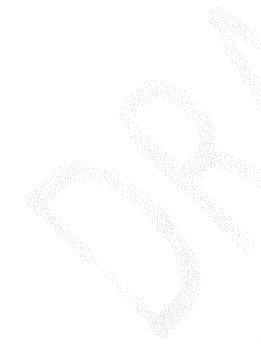
2.2 ACCENTURE RESOURCES

The Accenture deployment team roles, responsibilities, and initial allocations are documented below in **Table 3**. Accenture will work with CLIENT to manage the allocations of resources as needed to support project needs.

ACCENTURE ROLE	RESPONSIBILITY	RESOURCE ALLOCATION		
LEADERSHIP AND MAN	AGEMENT			
Executive Sponsor(s)	 Responsible for being the point of contact representing Accenture management team Works with the Project Manager to prevent escalated issues from impacting the project timeline Participates in regularly scheduled Steering Committee meetings, which assess whether the project team is being held accountable for dates and commitments agreed to in the Project Management Plan Maintains an ongoing relationship with the CLIENT's executive contacts 	Estimated FTE: 1 team member at 0.05 FTE		
Project Manager	 Responsible for collaborating with the CLIENT Project Manager to manage the overall project to completion Collaborates with CLIENT Project Manager to define project standards, policies and procedures to be used across projects Monitors compliance with these project management standards, policies, procedures, and templates via project reviews and assessments Develops, manages, and maintains the project plan Monitors Accenture's hours and consultant travel expenses relative to the project estimates Manages the project issues, risks and key decision log Sets priorities and deadlines and evaluates milestones Assigns responsibilities Provides project health reports to upper management and on a regular basis Participates in internal review meetings, which help to validate that the project is meeting deadlines and mitigating risk Creates and Presents Business Process Alignment Report and Presentation 	Estimated FTE: 1 team member at 0.50 FTE		
Functional				
Functional Consultants	 Facilitate Current Business Processes Day in the Life (DITLs) Workshops and Create Documentation Conduct Workday Business Process Overviews (BPOs) of Current Key Business Processes Create Actionable Plan from DITLs and WD BPOs 	Estimated FTE: 6 - 9 team members 0.65 FTE each		

ACCENTURE ROLE	RESPONSIBILITY	RESOURCE ALLOCATION
Technical		
Integration Consultant	 Create / Refine Initial Integrations Inventory and Diagram Create / Refine Current Customizations Inventory 	Estimated FTE: 1 team member at 0.25 FTE
Data Migration/Reporting Consultant	 Present Data History Options Provide Data Cleanup and Validation Leading Practices Create / Refine Current Key Reports Inventory 	Estimated FTE: 1 team member at 0.50 FTE
Business Readiness	s/Change Management	
Business Readiness/Change Management Lead	 Conduct Change Readiness Survey Determine Stakeholders and Create Engagement Plan Create the Communication Matrix Conduct the High-Level Impact Assessment 	Estimated FTE: 1 team member at 0.45 FTE

Table 3 Accenture Resources



3. Business Process Alignment Approach and Deliverables

Business Process Alignment Approach Planning DITL Alignment Report **BPO** · Business Process · Conduct Current · Conduct Workday Create Actionable · Create and Alignment Kickoff **Business Processes Business Process** Plan from DITLs and **Present Business** WD BPRs Day in the Life (DITLs) Overview (BPOs) of Process Create High Level Workshops and **Current Key Business** Alignment · Conduct a High-Level Project Plan Create Documentation Presentation **Processes** Impact Assessment · Refine Initial Conduct FDM Integrations Inventory Workshop to Discuss and Diagram and Document Foundation Data Present Data History Model Options · Refine Current Key · Provide Data Cleanup Reports Inventory and Validation Leading **Practices** Determine Stakeholders and Conduct Baseline. Create Engagement Change Readiness Plan Assessment Create Communication Matrix

Figure 2 Business Process Alignment Approach

3.1 DELIVERABLES

The following in Table 4 are the deliverables associated with this stage:

Deliverable	Description	Owner	Contributor
Vision Workshop (PowerPoint)	Executive Engagement Vision Workshop conducted with executives to understand CLIENT's vision and goals on moving to Workday. Acceptance Criteria – Vision Workshop documented and conducted.	Accenture	CLIENT
Business Process Alignment Kickoff (PowerPoint)	Accenture will meet with the CLIENT's project team members to organize the BPA project and refine the project management plan and schedule. The purpose of the initial meeting is to review the overall BPA project vision, scope, and approach, as well as the CLIENT's project team and the respective roles of the CLIENT and Accenture. Acceptance Criteria – Business Process Alignment kickoff documented and conducted.	Accenture	CLIENT
High Level Project Plan (Word)	Based on information gathered in previous activities, Accenture will refine a high-level project plan template	Accenture	CLIENT

	that contains project scope, time frames, milestones,		***************************************
	and resources. Acceptance Criteria – High Level Project Plan documented.		
Objectives Workshop (PowerPoint)	Executive Engagement Objectives Workshop conducted with executives utilizing overall client goals to determine the Workday project goals and the connection to overall organization goals and guiding principles. Acceptance Criteria – Objectives Workshop documented and conducted.	Accenture	CLIENT
Success Criteria Workshop (PowerPoint)	Executive Engagement Success Criteria Workshop conducted with executives to determine how the CLIENT will measure success and accomplishment of goals. Acceptance Criteria – Success Criteria Workshop documented and conducted.	Accenture	CLIENT
Standard Processes Workshop (PowerPoint)	Executive Engagement Objectives Workshop conducted with executives to help the CLIENT prepare and manage change around standardizing business processes (in conjunction with the BPA Alignment Workshop). Acceptance Criteria – Standard Processes Workshop documented and conducted.	Accenture	CLIENT
Stakeholder Identification and Engagement Plan Document (Word)	Accenture will work with the CLIENT to identify focus groups that are comprised of business process owners, support staff, and any other CLIENT subject matter experts with different perspectives from across the organization that collectively form the knowledge base of the organization's business processes. Acceptance Criteria – Focus groups identified and communication to the members and departments management on overall time commitment documented.	Accenture	CLIENT
Communication Matrix (Excel)	Accenture will provide CLIENT with a Communication Matrix that outlines the business processes and impacted stakeholder groups that will be engaged and communicated with throughout the deployment. The results of the Communication Matrix will be incorporated into the deployment's Communication Plan. Acceptance Criteria – Communication matrix documented.	Accenture	CLIENT
High Level Impact Assessment (Word)	Accenture will lead the assessment of the business process changes that will affect the end-user population. Information will be captured in an MS Word document and subsequently incorporated into the Communication Plan during the deployment so that impacts may be introduced in a manner that is participatory and involves two-way communications. Accenture will complete this assessment using a variety of methods, including a documented review of fit and interviews with the CLIENT and Accenture team members. Acceptance Criteria – High level impact assessment analysis documented into final alignment opportunities report which is deliverable Business Process Alignment Workshop and Final Report Document (listed in this table).	Accenture	CLIENT

Initial Integration Strategy Document (Word)	Define and document the integration strategy for integrations identified to this point including type, tools, and test plan. Acceptance Criteria – Initial Integration Strategy documented.	Accenture	CLIENT
Initial Integrations Inventory and Diagram/Pattern Document (Excel)	Create or refine the current integrations inventory and diagram; validate the integrations information in the DITLs and WD BPOs; this information will be used as an accelerator to the Workday design sessions when the deployment project starts. Acceptance Criteria – Document integration inventory based on alignment opportunity findings.	Accenture	CLIENT
Data History Options Document (Word)	Accenture will facilitate a discussion with CLIENT in a workshop environment with the intent to provide options for addressing any data history requirements for the deployment project and post go-live. The Accenture data consultant will conduct a more in-depth Data History Workshop during the deployment. Acceptance Criteria – Data history options documented.	CLIENT and Accenture (Shared)	
Data Cleanup and Validation Options Document (Word or Excel)	The Accenture data migration consultant will provide the CLIENT with options for performing data cleanup and validation. Acceptance Criteria – Data cleanup and validation options documented.	Accenture	CLIENT
Current Key Reports Inventory Document (Excel)	Create or refine the current key reports inventory; validate the reports information in the DITLs and WD BPOs; this information will be used as an accelerator to the Workday design sessions when the deployment project starts. Acceptance Criteria – Reports inventory documented.	Accenture	CLIENT
Current Business Processes Day in the Life (DITL) Workshops and Documentation (Excel or Word)	Through a series of Day in the Life (DITL) workshops facilitated by Accenture, the CLIENT project leads will walk Accenture through current CLIENT processes. The CLIENT project team and Accenture's functional consultants will review and document the CLIENT's key HCM/Payroll business processes that will be supported, improved, and automated in the new Workday environment. Acceptance Criteria – Current business processes reviewed during workshops and documented in design workbooks.	CLIENT and Accenture (Shared)	
Current Key Business Processes Differences Document (Excel or Word)	Accenture functional consultants will present key HCM/Payroll business processes using Workday standard processes; Accenture will capture differences between current processes and Workday standards. Acceptance Criteria – Current key business processes demonstrated in Workday during workshops and differences documented.	Accenture	CLIENT
Preliminary Foundation Data Model Structure Document (Excel)	Accenture functional consultants will work with the CLIENT to determine the new Foundation Data Model for Workday. This will be the preliminary structure and completed during the Architect Stage. The Foundation Data Model will replace the existing chart of accounts in the legacy system.	CLIENT and Accenture (Shared)	

	Acceptance Criteria – Preliminary Foundation Data Model documented.		
Actionable Plan from DITLs and WD BPOs Document (Word)	Based upon the differences documented in the WD BPOs, Accenture and CLIENT will develop an actionable plan for the CLIENT to execute to align the differences. Acceptance Criteria – Documented alignment opportunities based on DITL and WDBPO workshops.	CLIENT and Accenture (Shared)	
Business Process Alignment Workshop and Final Report Document (PowerPoint and Word)	Accenture will conduct an alignment workshop to review alignment opportunities and discuss actionable plan and priorities. Based on the information gathered in the BPA initiative, Accenture will develop a report reflecting the BPA initiatives. This report will be presented to the Executive Sponsors and project team. Acceptance Criteria – Documented alignment opportunities based on DITL and WDBPO workshops.	Accenture	CLIENT

Table 4 Deliverables for BPA

4. BPA DEPLOYMENT SCOPE

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

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

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

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

Following in **Table 5** is a list of Financials business processes for the DITL Workshops. This list is what Accenture commonly sees and uses for BPA; however, if another business process exists, it will become part of the BPA.

FUNCTIONAL AREA	Business Process
Financial Accounting	 Accounting Journal Event Accounting Journal Unpost Event Allocation Run Event Allocation Finalize Event Average Daily Balance Event Period Close Event

	Period Close Notification Event
	 Budget Event
	Budget Amendment Event
	Check Budget (Spend)
	Budgetary Roll Forward Close Event
Banking and Settlement	Bank Account Transfer Event
	Bank Statement Event
	Review Bank Statement Line
	Ad Hoc Bank Transaction Template Event
	Ad Hoc Bank Transaction Event
	Ad Hoc Payment Event
	Escheatment Item Event
	- Octaernerit Ruit Event
	Print Checks Task
	Payment Printing Event
	Prenote Run Event
	Payment Release Event
	Remittance Release Event
	Review Payment Acknowledgement
	Payment Return Statement Event
	Payment Return Event
Business Assets	Asset Registration Event
	Asset Issue Event
	Asset Adjust in Service Date Event
	Asset Transfer Event
	Asset Disposal Event
	Asset Removal Event
	Asset Reinstatement Event
	Asset Assign Accounting Event
	Asset Assign Accounting Event Asset Reclassification Event
	TO BE ACCESS OF THE PROPERTY O
	Asset Cost Adjustment Event Asset Useful Ife Useful France
	Asset Useful Life Update Event
	Asset Impairment Event
	Asset Shares Event
Customers	Customer Request
	Customer Invoice Event
	Customer Invoice Email Event
	Customer Payment Application Event
	Customer Invoice Maintenance Event
	Cash Sale Event
	Customer Deposit Event
	Customer Refund Event
	■ Bad Debt Write off Event
	Customer Statement Event
	Customer Contract Event
	Customer Contract Amendment Event
	Billing Schedule Event
	Revenue Recognition Schedule Event
	Revenue Recognition Installment Event
Projects	Create Project Hierarchy
	Create Project
	Create Idea
	Create Project Scenario
	Verify Capital Project Expense
Grants	Award Event

	Award Amendment Event
	Award Proposal Event
	Award Correction Event
	Letter of Credit Draw Down Event
	Reprocess Award Costs Event
Supplier Management	1099 Electronic Filing Run Event
	■ 1099 MISC Adjustment
	Credit Card Transaction Load
	Prepaid Spend Amortization Event
	 Prepaid Spend Amortization Schedule Event
	Procurement Card Transaction Verification Event
	Procurement Card Transaction Verification Intercompany Event
	Procurement Card Reconciliation
	Procurement Roll Forward
	Receipt Accrual Event
	Recurring Supplier Invoice
	Supplier Accounts Match Event
	Supplier Accounts Match Exception Override Event
	Supplier Alternate Name Change Event
	Supplier Change Event
	Supplier Connection Event
	Supplier Contact Info Change Event
	Supplier Event
	Supplier Invoice Event
	Supplier Invoice Event Supplier Invoice Request Event
	Supplier Invoice Request Event Supplier Invoice Intercompany Event
	1 Cupping Rodager
	Supplier Settlement Bank Account Change Event Advanced Ship Notice Event
Procurement	
	J Guidlog Load
	onango oraci
	Create Change Order from Contingent Worker Contract Create Purchase Order from Contingent Worker Contract
	Create Purchase Order from Contingent Worker Contract Create Supplies Contract School de Installments for Respiret
	Create Supplier Contract Schedule Installments for Receipt
	Internal Service Delivery Event
	New Hire Provisioning
	Procurement Mass Close Event
	Purchase Order Event
	Purchase Order Issue Event
	Purchase Order XML Issue Event
	Purchase Order Acknowledgement Event
	- Receipt
	Request for Quote Award Event
	Request for Quote Event
	Request for Quote Response Event
	Requisition Event
	Requisition Sourcing Event
	Return to Supplier Event
	Supplier Contract Amendment Event
	Supplier Contract Event
	Supplier Contract Invoice Schedule Event
Expenses	Expense Report Event
	Mobile Expense Report Event
	Pre-Travel Approval Process
	Payment Election Enrollment Event
	I - Payment Election Enrollment Event

		Review Credit Card Transaction Event
	-	Spend Authorization Event
1000年最終1000	=	Spend Authorization Mass Close Event

Table 5 BPA Financials Deployment Scope

Following in **Table 6** is a list of HCM/Payroll business processes for the DITL Workshops. This list is what Accenture commonly sees and uses for BPA; however, if another business process exists, it will become part of the BPA.

FUNCTIONAL AREA	Business Process
Human Capital Management	Add Additional Job
	Change Emergency Contact Information
	Change Job
	Promotion/Demotion/Lateral changes with and without salary change
	Change Location and Cost Center/Program Code
	Change Manager
	Reorganizations
	Close Job Requisition
	Close Position
	Complete I-9 Form
	g contact onlingo
	- Contract Contingent Worker
	Create Position This Country Albana Al
	Edit Government IDs
	Edit Hiring Restrictions
	Edit ID Information
	■ Edit Licenses
	Edit Other IDs
	Edit Position
	Edit Position Restrictions
	End Additional Job
	End Contingent Worker Contract
	Freeze Job Requisition
	Freeze Position
	Hire and Rehire
	Job Requisition
	Legal Name Change
	Manage Probation Period
	Onboarding
	Passports and Visa Change
	Personal Information Change
	Photo Change
	Preferred Name Change
	Switch Primary Job
	Termination
	Title Change
Compensation	Request Compensation (Job Requisition)
Compensation	Request Compensation (300 Requisition) Request Compensation Change (Edit Position)
	Request Compensation Change (Edit Position) Propose Compensation (Hire and Add Job)
	Tropose compensation change (change tob)
	Change Default Compensation (Create Position, Termination)
Benefits	New Hire
	Open Enrollment
	■ Life Events

	 Passive Events Termination (COBRA, Retiree)
A E	
Absence	Request Leave of Absence
	Request Return from Leave of Absence
	Paid and unpaid time off tracking
Time Tracking	Assign Work Schedule
까지 회문의 것 이 말씀들	■ Enter Time
	Reported Time Batch Event
Payroll	Add Tax Elections - Federal and State
	Add Payment Elections
	Assign Pay Group
	 Record Withholding Order
	Add Payroll Input
	■ Run Pay Calculation
	 Assign Costing Allocation
	Run Payroll Accounting
	Run Settlement
	Run Retroactive Pay Calculation
	Pay Period/Quarterly/Year End Processing and Reporting
Recruiting	Assess Candidate
	Evergreen Requisition
	Evergreen Requisition Change
	 Interview
	Job Application
	Manage Internal Career Apply
	Offer
	Post Job
	Refer a Candidate
	Reference Check
	Review Candidate
	Screen
	Update Job Posting
	Manufacture 100
Talent Management	(1985년) 12 전 12
	Start Development Plan Start Development Plan
	Start Performance Improvement Plan Start Performance Improvement Plan
	Start Disciplinary Action
	Launch Talent Reviews
	Manage Accomplishments
	Manage Award
	Manage Certifications
	Manage Competencies
	Manage Education
	Manage Goals
	Manage Languages
	Manage Training
	Manage Career Interests
	Manage External Job History
	Manage Job Interests
	Manage Professional Affiliations
	Manage Relocation Preferences
	Manage Succession Plan
	Manage Talent Statements
	Manage Travel Preference

Learning Management System	•	Manage Course
네트 시민들은 아이를 다 되어 있다.	-	Manage Lesson
	-	Enroll in Course
	W	Drop Course

Table 6 BPA HCM/Payroll Deployment Scope

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

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

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

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

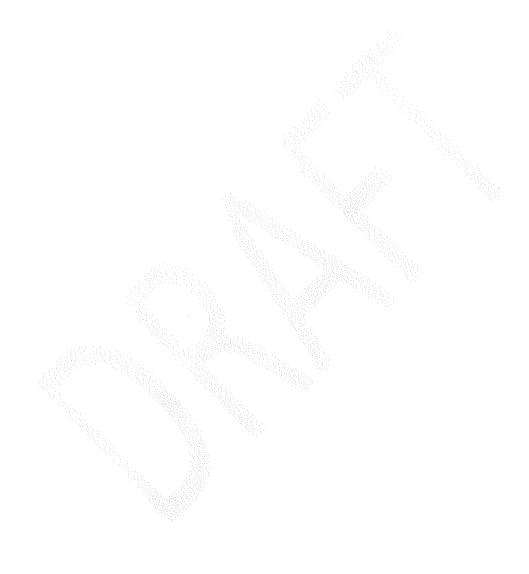
Once the DITL Workshops are complete, the Accenture consultants will demonstrate how the key business processes occur using Workday standard processes. Executing the key processes in a Workday environment will help to familiarize CLIENT stakeholders/focus groups with Workday terminology as well as the sequence of steps in the business processes. Accenture will also conduct the FDM workshop to help the CLIENT create and document its new Foundation Data Model for use in Workday.

As the Accenture consultants execute the Workday standard business processes, CLIENT DITL Workshop stakeholder/focus group members and Accenture consultants will note the differences between how the key business processes occur today as described in the DITL Workshops and how they occur in Workday.

After completing the current Business Process Alignment DITL Workshops and the business process demonstrations in a Workday environment, Accenture and CLIENT will compile the information into a report describing the differences between CLIENT current business processes and the Workday standards. Leveraging these differences, CLIENT and Accenture will develop an actionable plan for CLIENT to align the differences. The actionable plan will include recommendations and plans on how the differences will be addressed by the joint project team during the deployment. These recommendations may include solutions that require configuration, business process changes, or policy changes.

Based on the information gathered in the BPA initiative thus far, Accenture will then develop a report capturing the overall project effort. The report will document CLIENT key current business processes based on the DITL Workshops, the differences between the current business process and Workday standard processes, and the general causes of the differences between the current CLIENT key business processes and executing those processes using Workday standard business processes. The recommendations from

the actionable plan will be part of the final report. Accenture will deliver the summary report to CLIENT team members and will be available for questions and discussion. The CLIENT team will provide feedback on the summary report. As appropriate, Accenture will revise the report based on CLIENT feedback. Accenture will also deliver an onsite presentation to the project's Executive Sponsors and Project Team members.



APPENDIX B: BUSINESS READINESS/CHANGE MANAGEMENT APPROACH

1. APPROACH

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

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

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

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

Accenture will provide CLIENT a template-based training plan as a starting point for the unique characteristics of and business process needs identified by users. By accounting for these factors, CLIENT along with Accenture can determine the right mix of training delivery methods (ILT, videos, eLearning, job aides, etc.) to help provide employees with appropriate content. Accenture treats training as part of a process that must be integrated into the ebb and flow of the work environment, rather than as a single event. This means that throughout the project, there will be task and activities that occur that will have results that need to be incorporated into the training deliverables as well as training tasks and activities. Some of these include the communication plan, impact assessment and training curriculum among others.

For training, if the CLIENT determines that Instructor Led Training is the right delivery method, Accenture uses a train the trainer, which is Accenture educating CLIENT assigned trainers on how to deliver training, approach which includes the following activities: presentation skills workshop, functional workshops, and pilot training. Accenture will conduct the presentation skills workshop to those participants that will deliver the end user training. CLIENT will facilitate the functional workshops as training content developers work with trainers by showing the functional capabilities in a training tenant. CLIENT will facilitate the pilot training as trainers present back to training content developers a portion of the training course that each trainer will deliver.

2. ROLES & RESPONSIBILITIES

2.1 CLIENT RESOURCES

Table 7 describes the roles and responsibilities as well as the time allocations for CLIENT project team members. The assignment of named resources and final time allocations will be determined during the Plan Stage of the deployment using a project staffing tool and the project plan developed jointly by the Accenture and CLIENT Project Managers.

CLIENT ROLE	RESPONSIBILITY	RESOURCE ALLOCATION				
BUSINESS READINESS / CHANGE MANAGEMENT						
Organizational Change Management Team	 Facilitates and leads the Change Ambassador Network with support of the Accenture Change Lead Helps develop the Business Readiness/Change Management Strategy and Communications Plan Facilitates communication events and manages the deployment of events Assists the Accenture Change Lead with the impact analysis and the documentation of all job roles Creates and manages with the support of the Accenture Change Lead of the End User Training Strategy Compiles the needs assessment information Provides oversight to the training content development effort Conducts end user education materials review Monitors the logistical aspects of the rollout including the enrollment of students, the scheduling of classes, and the monitoring of attendance for end user education Provides oversight to training delivery 	Estimated FTE: 1 team member at 0.50 FTE				
Trainers / Content Developers	 Reviews the training curriculum for content design Develops all educational content required for the training effort Uses the Adoption Toolkit as the baseline for content Participates in the population of the data into the training tenant if applicable Assists with the review of training materials Provides support to the training content developers during the development of the training materials and provide required exercise-related data points Participates in the Train-the-Trainer program Delivers end-user training classes 	Estimated FTE: 3 to 4 team members at 0.10 FTE total These levels apply mid-Test thru Deploy Stages; lower levels during the other stages				

Table 7 Client Resources

2.2 ACCENTURE RESOURCES

The Accenture deployment team roles, responsibilities, and initial allocations are documented below in **Table 8**. Accenture will work with CLIENT to manage the allocations of resources to support project needs.

ACCENTURE ROLE	RESPONSIBILITY	RESOURCE ALLOCATION	
Business Readines	SS / CHANGE MANAGEMENT		
Change Management	 Supports the CLIENT change management team with leading practices for Workday implementations Facilitates the execution of Knowledge Sharing Plan (in collaboration with the CLIENT project team members) Assists with the facilitation of the Change Ambassador Team Creates the Change Management Strategy with input from CLIENT Creates the Communication Plan with input from CLIENT Assists with the facilitation of the Sponsorship Roadmap Conducts the Impact Assessment Creates the Sustainability Plan with input from CLIENT Conducts Life with Workday Workshops Develops the end-user training curriculum Delivers the Train-the-Trainer program 	Estimated FTE: 1 team member at 0.20 FTE	

Table 8 Accenture Resources

3. Business Readiness/Change Management Approach and Deliverables

Business Readiness/Change Management Approach

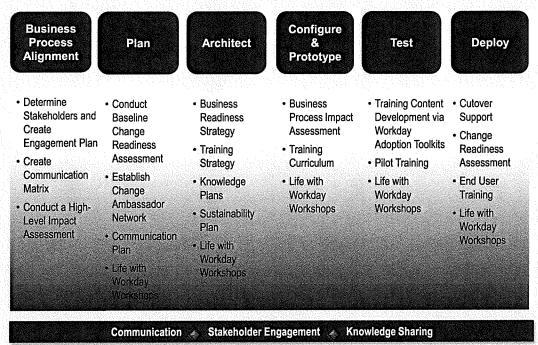


Figure 3 Business Readiness/Change Management Approach

3.1 DELIVERABLES

Accenture and CLIENT will create the following deliverables described in Table 9 for the project.

Deliverable	Description	Owner	Contributor
Change Readiness	Accenture will deploy a change readiness survey, using	Accenture	CLIENT
Survey	PACT™ at the start of the project for up to 300		
Started in BPA and	employees who CLIENT identifies as likely to be impacted by the Financials and HCM/Payroll		
delivered in Plan Stage	deployment. Once Accenture presents the results to the		
asing a minimum or ago	CLIENT, CLIENT and Accenture will use those results		
	will contribute to Communication Plan and Impact		
	Assessment. Accenture will present CLIENT with		
	quantitative data to use to help execute an effective		
	user engagement and communication program. Acceptance Criteria – Documented and presented		
	survey results.		
Communication Plan	Accenture will lead a Communication Strategy	Accenture	CLIENT
(Word)	Workshop with the purpose of creating a		
	Communication Plan that outlines the requirements for		
Plan Stage	each audience type (stakeholder) and how the		

	requirements will be achieved. Accenture will lead the design of the Communication Plan, which outlines the requirements for each audience type (stakeholder) and how the requirements will be achieved. Acceptance Criteria – Communication plan delivered which outlines the requirements for each audience type		
Leadership / Sponsorship Workshop and Sponsorship Roadmap and Engagement Plan (PowerPoint and Word) Plan Stage	and how the requirements will be achieved. Accenture will lead a Project Sponsor and Leadership workshop to help prepare this group for their role on the Workday implementation. Accenture will provide guidance to this team throughout the duration of the project with a Sponsorship Roadmap and Engagement Plan that identifies key activities and responsibilities of the organization's Executive Sponsors and other Key Stakeholders who support the move to Workday. The Sponsorship Roadmap will be organized by Workday stage. The Accenture consultant will coordinate key activities with the project's sponsor to outline other identifiable actions that will demonstrate support and champion the project. Acceptance Criteria – Workshop conducted and documented to educate the group on the role for the Workday deployment.	Accenture	CLIENT
Knowledge Sharing Plan Document (Excel) Started in Architect Stage delivered in Test Stage	Accenture will provide an Excel-based plan that guides the knowledge-sharing requirements between Accenture consultants and their CLIENT counterparts for each functional and technical participant. The plan establishes a minimum set of assessable skills that should be acquired such that CLIENT project team members consistently gain knowledge needed to ultimately support Workday without consultants. Acceptance Criteria – Knowledge Sharing Plan delivered.	Accenture	CLIENT
Business Readiness / Change Management Strategy Document (Word) Architect Stage	Accenture will provide the CLIENT with a strategy that describes the user engagement approach facilitated during the project in preparation for ongoing usage of Workday. It will describe the approach for user readiness and adoption activities during the various stages. It will reference the communication and training plan as well as targeted tactics, and delivery channels. It will identify and convey the specific goals and objectives for addressing change and continuity for CLIENT Workday Project. Acceptance Criteria – Business Readiness / Change Management Strategy Document delivered.	Accenture	CLIENT
High Level Training Strategy Document (Word) Architect Stage	CLIENT will define the training strategy. Accenture will provide a template to begin that the CLIENT will customize to meet the specific stated needs. This MS Word document will summarize the plan for training delivery to the end-user population. It will capture training objectives, document key requirements for materials, identify training locations, describe training delivery methods, and identify challenges and the timeline for training delivery. CLIENT will update the	CLIENT	Accenture

	strategy as information becomes available through the completion of the Configure & Prototype stage.		
Impact Assessment Document (Word) Configure & Prototype Stage	Acceptance Criteria – Training strategy documented. Accenture will lead the assessment of the business process changes that will affect the end-user population. Accenture will document the information in an MS Word document and subsequently incorporate the information into the communication and training strategies. This approach supports participatory, two-way communications. Accenture will complete this assessment using a variety of methods, such as document review of fit, interviews with the CLIENT and Accenture team members.	Accenture	CLIENT
End User Training Curriculum Document (Word) Configure & Prototype Stage	Acceptance Criteria – Impact assessment documented. CLIENT will begin with a template provided by Accenture that the CLIENT will customize to meet the specific curricula required. This document is the overall curriculum narrative that describes each course that will be taught during the Deploy Stage. The curriculum matches required learning to future job roles and business processes. Acceptance Criteria – End user training curriculum documented.	Accenture	CLIENT
End User Training Content Development Documents (Various forms) Test Stage	This deliverable will take on a variety of formats ranging from videos, frequently asked question documents, presentations, and exercise guides. The Workday Adoption Toolkit (WAT) of materials will form the baseline for this content and CLIENT may supplement this content with other materials when WAT materials do not exist. Acceptance Criteria – End user training content development delivered.	CLIENT	Accenture
Training Delivery (Various) Deploy Stage	This deliverable will take on a variety of formats using synchronous (CLIENT-led training via classroom, webinars) and asynchronous (self-paced via videos, user guides, job aids, etc.) methods. Acceptance Criteria – Training delivery conducted.	CLIENT	Accenture
Sustainability Plan Document (Word) BPA	Accenture, with input from the CLIENT, will create a plan to provide a roadmap to guide CLIENT in planning for future communication, training, and user support needs related to the applications. The Sustainability Plan can also strengthen understanding of the efforts needed to keep pace with future releases of the full Workday platform. The Sustainability Plan can help identify the resources that are necessary to support the organization's users, support collaboration, help define progress, and necessary action steps needed to promote long-term success after CLIENT is in a live Workday environment. Acceptance Criteria – Sustainability Plan delivered.	Accenture	CLIENT

Table 9 Deliverables

4. DEPLOYMENT SCOPE

The Accenture Change Management Lead will prepare for and conduct the following activities in collaboration with CLIENT Organizational Change Management Team:

- Change Ambassador Team: CLIENT will establish a Change Ambassador Team comprised of representatives from each department/site where possible to assist with the transition to Workday and build an alliance between the Workday project and the organization. The Change Ambassador Team is used to communicate information to their respective departments, bring feedback back to the project team, share thoughts on proposed configuration design and participate in training activities (refer to information under Training Delivery). Typically the Change Ambassador Team meets monthly at the beginning of the project and then more frequently as the project progresses; members are not functional team members but people that sit in departments that have a good social/informal network and who would be good champions of the move to Workday. Accenture shall work with the CLIENT in planning out a roles and responsibilities description of the role as well as planning and delivering the content for the monthly meetings. Change Networks are a very successful tool/approach to use to gain the involvement of all departments in the project.
- Sponsorship Roadmap and Engagement Plan: the sponsorship roadmap identifies key activities and responsibilities of the organization's primary sponsor and other administrators who support the move to Workday. The sponsorship roadmap will be organized by Workday stage. The Accenture consultant will coordinate key activities with the project's sponsor to outline other identifiable actions that will demonstrate support and champion the project.
- Business Readiness Strategy: identifies and conveys the specific goals and objectives for addressing change and continuity for CLIENT Workday Project.
- Life with Workday Workshops: are for the client project team and the Accenture change management lead will conduct workshops at the beginning of each stage. The working sessions will focus on change readiness for the project team and change readiness for their departments or functional areas in order to prepare them for their new role using Workday once live.
- Communication Plan: before beginning the communications effort, Accenture leads a Communication Strategy Workshop with the purpose of creating a Communication Plan that outlines the requirements for each audience type (stakeholder) and how the requirements will be achieved. Accenture leads the design of the Communication Plan that outlines the requirements for each audience type (stakeholder) and how the requirements will be achieved.
- Impact Assessment: assesses the business process changes that will affect the end-user population. To help individuals to transition to the new structure in a manner that limits the amount of disruption to CLIENT, we incorporate the information into the communication and training strategies so that impacts are introduced in a manner that is participatory and involves two-way communications.
- Sustainability Plan: this plan provides a roadmap to guide CLIENT in planning for future communication, training, and user support needs related to the applications. The sustainability plan can also strengthen understanding of the efforts needed to keep pace with future releases of the full Workday platform. The sustainability plan can help identify the resources that are necessary to support the organization's users, support collaboration, help define progress, and necessary action steps needed to promote long-term success after CLIENT is in a live Workday environment.

The Accenture Change Management Lead will advise on the following activities in collaboration with CLIENT Organizational Change Management Team and the Project Managers:

Knowledge Sharing Plan: this plan guides the knowledge sharing requirements between Accenture consultants and their CLIENT counterparts for each functional and technical participant. The plan establishes a minimum set of assessable skills that should be acquired such that CLIENT project team members consistently gain knowledge needed to ultimately support Workday without consultants. Accenture's approach to end-user training views Train-the-Trainer as the capstone to learning activities focused on CLIENT Workday educators throughout the project lifecycle and beyond. Accenture will work with the CLIENT to define the Train-the-Trainer strategy and its components as a part of the overall training

plan. By acquiring this knowledge, these individuals can provide necessary support both during and after go-live. Accenture's train-the-trainer approach to end user training includes the following:

- Training Strategy: Accenture works with CLIENT Organizational Change Management Team to design a Training Strategy that conveys the training requirements for the user community. The Strategy identifies the goals and objectives for training and defines the general methods and procedures that will be utilized to train those who will use Workday. The strategy outlines the training methods for each user group along with timelines and deliverables. Included in the Training Strategy is the identification of in-house users who will perform in the role of a trainer and provide support for newer users. Changes such as business processes, functionality, and even role changes are taken into consideration while developing the training strategy.
- Training Curriculum: The end user training curriculum and supporting courseware developed for the project focuses on impacted job roles, reinforced by the underlying business processes. Specifically, the basis of the curriculum considers the varied learning styles of adults in an effort to enhance the return that the user will derive from the training activity. The curriculum is a detailed listing and narrative that describes each end-user course taking into account the needs of the various audiences.
- Training Material Development: Accenture follows Workday's standard approach for training content development and supports CLIENT ownership of the development/customization of training materials. Accenture has an extensive library of templates and samples of job aids, videos, FAQs, PowerPoints, etc., that will be shared with the CLIENT. These are samples of training materials used on other Workday projects to expedite the development timeframe. The samples/templates will be modified to demonstrate the CLIENT's configuration but using these tools means the CLIENT doesn't start from scratch when developing. Accenture's lead will work with the CLIENT developers to build the best development process and identify what Workday information is best served in each format. Training content will exist in multiple learning formats, including Microsoft PowerPoint® presentations, classroom exercises, quick reference job aids, and training videos.
- Pilot Training: Pilot Training is a key component of the Train-the-Trainer program and provides the opportunity to validate that the training materials and delivery meet CLIENT stated requirements. It provides CLIENT Workday educators the opportunity to deliver training to a group of peers and make modifications before delivering training to the larger end user community. Trainers will participate in Pilot training (or practice delivery sessions) which will be facilitated by CLIENT's Organizational Change Management Team with the support of the Accenture Change Management Lead.
- Training Delivery: CLIENT Workday educators deliver training as required to enable individuals to perform their new roles and responsibilities in Workday. Training materials used for end-user training classes will be developed by individuals named by the CLIENT project team (see Training Material Development section above). The role in the organization and the changes to business process for that role will determine the method of training delivery Accenture will use a variety of tools to support training delivery especially in a remote situation. One is the Training Tenant this is a Workday tenant with the CLIENT's data Accenture will use this to conduct training for CLIENT trainers and do demos, Accenture will also use this as a practice environment for the CLIENT's employees prior to go-live. As the Training Strategy is built, the CLIENT training tenant will be incorporated into the strategy as a key tool for training delivery. Change Ambassadors or SMEs from the various agencies are another tool Accenture will use during the training strategy. Ambassadors are typically used as trainers, for both informal and formal learning supporting the team with demos, roadshows, reviewing materials, and potentially training their areas. All of the decisions around training delivery will be made based on the needs of the CLIENT and the various audiences along with the experience and expertise of Accenture.

4.1. Business Readiness/Change Management Scope Assumptions

Accenture's Change Management services include the use of the PACTTM readiness survey tool.
 Accenture will conduct 2 PACTTM readiness surveys pursuant to this SOW.

- Accenture assumes the CLIENT will be responsible for the complete Training program for the Workday project using advice and guidance from Accenture's Change Management Lead.
- Accenture assumes that the identified CLIENT trainers will engage with the business readiness/change management and training program from the early onset of the project.
- Accenture assumes that the CLIENT will procure the Workday Administrator Training Kit in support
 of training material development.
- Accenture assumes that CLIENT will provide 2+ individuals to customize the Workday Adoption Toolkit materials and develop any new materials as needed for end-user training materials.
 Accenture will provide guidance on using the Toolkit.
- Accenture assumes that CLIENT will be responsible for the delivery of end user training based on the Accenture Train the Trainer approach.

APPENDIX C: WORKDAY DEPLOYMENT METHODOLOGY

1. APPROACH

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

1.1. Configuration and Business Process Approach

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

1.2. DATA MIGRATION APPROACH

Following the data migration strategy and tenant management plan, Accenture will complete four data migration loads for the Phase 1 deployment and five data migration loads for the Phase 2 deployment. The data migration loads are referred to as the Foundation Tenant Build, Configuration Tenant Build, End to End Tenant Build, Parallel Tenant Build and Gold/Pre-Production or Production Tenant Build. Note that Parallel Tenant Build is for Workday Payroll and this tenant build is included only in Phase 2. These builds will be performed in Workday implementation tenants as outlined on the tenant management plan. Additional tenants will be used throughout the project based on the number of tenants allotted to CLIENT based on Workday's tenant policy. These additional tenants will be established as copies of pre-existing tenants rather than through data migration loads. It is with these copies and additional tenants that Phase 3 will be addressed.

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

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

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

which is used as the basis for the Gold/Pre-Production Tenant Build.

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

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

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

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

HCM/Payroll Parallel Tenant – The Parallel Tenant Build occurs after the completion of End to End testing during the Test Stage of the project. The Parallel Tenant Build is a complete tenant build with all configuration, business processes, data migration, integration, and reports that will be used in a production environment and necessary for payroll parallel testing. A copy of the tenant, once the build is completed will also be established as the new Control tenant for any changes that come from payroll parallel testing. Additionally, a copy of the Parallel Tenant will be used to conduct User Acceptance Testing. The configuration freeze referenced above in End to End Tenant Build will still be in place and ANY changes required must go through change control for approval and impact. If approved, the change must be tested and approved prior to being added to the Control tenant, which is used as the basis for the Gold/Pre-Production Tenant Build.

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

1.3. INTEGRATION APPROACH

Accenture and CLIENT will identify and prioritize the final list of integrations during BPA. At that point of the project, a zero dollar change order will be executed that notes any net decrease change to Accenture's

scope to determine a value that the CLIENT can repurpose during the project or for additional post production support. Accenture assumes that CLIENT will attend Workday technical training and will share responsibility for the integration development work. Accenture's estimated pricing includes 3,412 hours for the development of integrations and Business Intelligence Reporting Tool (BIRT) formatting on the CLIENT's Workday project based on the integrations provided during the discovery process. During the project, integrations and BIRT formats will be reviewed, confirmed, and estimated and hours from the allowance assigned to complete the work. Once all of the hours have been assigned, the CLIENT will be responsible for developing any additional integrations or BIRT formats or additional costs incurred for Accenture to complete the work.

1.4. REPORTING APPROACH

Accenture's estimated pricing includes a bucket of 160 hours to deliver a reporting workshop and for the development of reports and dashboards on the CLIENT's Workday project. During the project, reports and dashboards will be identified and estimated and hours from the allowance assigned to complete the work. Once all of the hours have been assigned, the CLIENT will be responsible for writing any additional reports or dashboards or additional costs incurred for Accenture to complete the work.

1.5. PRISM STARTER PACKAGE APPROACH

Accenture's pricing includes the Prism Starter Package. The Prism Starter Package is designed to introduce the client to Workday Prism by putting an emphasis on collaboration and knowledge transfer. The Accenture Prism lead will work closely with the client to design and build the identified use cases and corresponding reports that fit into the Starter hour estimate of 300 hours. Throughout the project the focus is client support, so that by the completion of the identified use case(s) the client is equipped with the tools and knowledge required to develop additional Prism scenarios and reports. The Prism Starter Package allows for a nominal Prism effort to get familiar with the product and promote self-sufficiency.

Accenture defines a historical Prism use case based on the granular functional area (i.e. Payroll, GL, Accounts Payable, etc.) and for an operational use case based on the business requirement (i.e. Relate Work Order information to Time Tracking data, or report on compliance for learning courses assigned to individual workers).

1.6. PROJECT MANAGEMENT APPROACH

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

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

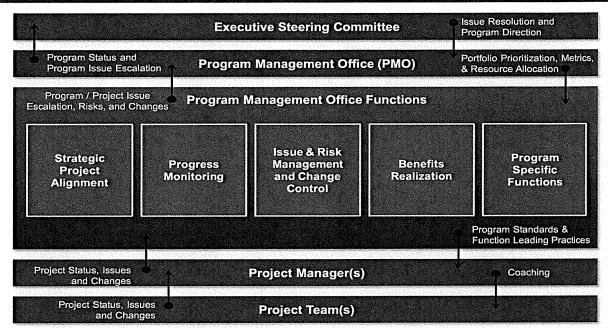


Figure 4 Project Management Approach

2. Roles & Responsibilities

2.1. CLIENT RESOURCES

Based upon the scope and timeline, the following **Table 10** describes the roles and responsibilities as well as the time allocations for CLIENT project team members. The assignment of named resources and final time allocations will be determined during the Plan Stage of the deployment using a project staffing tool and the project plan developed jointly by the Accenture and CLIENT Project Managers.

CLIENT ROLE	RESPONSIBILITY	RESOURCE ALLOCATION
LEADERSHIP & MAN	IAGEMENT	
Executive Sponsor(s) / Steering Committee	 Responsible for championing the project Ensures that the appropriate resources are available for the project Works with the project manager to resolve escalated issues in a time-effective manner Signs off on key deliverables throughout the project Acts as an active and visible resource on the project Participates in regularly scheduled Steering Committee meetings to ensure the project is meeting the goals and timeframes outlined at the beginning of the project Governance for any changes in scope 	Estimated FTE: 4 - 6 team members at 0.05 FTE each

CLIENT ROLE	RESPONSIBILITY	RESOURCE ALLOCATION
Project Manager	 Completes Workday required training Responsible for managing the project to completion with the Accenture Project Manager Develops, manages, and maintains the Project Management Plan in partnership with Accenture Project Manager Manages the issue and key decision log Sets deadlines and evaluates milestones Assigns responsibilities Escalates issues to the Steering Committee that may impact the go-live date Participates in Workday Delivery Assurance Reviews 	Estimated FTE: 1 team member at 1.0 FTE
FUNCTIONAL		
Functional Leads	 Completes Workday required training Plays a key role during the workshops. Has authority to make and/or facilitate agreement on decisions for functional area Leads the functional team for a specific functional area(s), e.g., Procurement Coordinates activities with the Accenture Functional Consultants and other CLIENT functional resources Attends business process analysis sessions to identify opportunities for improvement, areas for standardization, unique variances and potential differences in functionality Completes knowledge sharing plan with Accenture counterpart Participates in Workday Delivery Assurance reviews Performs functional lead responsibilities such as: Communicates business requirements Gathers reports and defines reporting requirements Validates architecture and design Identifies data to be migrated Maps data Cleanses data Validates data migrations Performs configuration Tests business processes and configuration Develops customer-specific training and documentation 	Estimated FTE: 8 to 10 team members at 0.75 FTE each
	 Participates in meetings and workshops Provides overall direction for the solution design 	Estimated FTE: 1+ team members at 0.25 to 0.50 FTE
Administrator/ Planning Lead	 Provides ongoing support of Project Makes decisions on behalf of organization Responsible for testing of solution and data validation 	

CLIENT ROLE	RESPONSIBILITY	RESOURCE ALLOCATION
Subject Matter Experts (SMEs)	 Completes Workday required training Resources representing agencies / areas of functional expertise Completes knowledge sharing plan with Accenture counterpart Performs subject matter expert responsibilities such as: Communicates functional requirements Gathers required legacy system reports Identifies data to be converted/provides artifacts (sample data, reports, policies, procedures, requirements) to assist in the design and documentation of current business processes Cleanses data Validates data migrations Tests business processes and configuration (UET) Tests reports Works with Accenture to develop customer-specific training and documentation Assists with end user training and Business Readiness/Change Management activities Participates in prototype workshops to understand Workday configuration and interfaces/integrations 	Estimated FTE: 10 to 20 team members at 0.15 FTE each
Testing Lead	Contributes to the Testing Strategy and Testing Plan (with support from Accenture) Coordinates all testing activities including the creation of test scenarios and executing testing to populate in collaboration with Accenture	Estimated FTE: 1 team member at 0.25 FTE each during Configure & Prototype and Test Stages
Prism Lead	Performs Prism lead responsibilities such as: Communicates business requirements Validates architecture and design Identifies data to be migrated Validates data migrations Gathers reports and defines reporting requirements Tests business processes and configuration Test reports as necessary Tests use cases and configuration Tests use cases and configuration Completes Workday required training	Estimated FTE: 1 to 2 team members at 0.50 to 1.0 FTE in total
Workday Application Security Administrator	 Completes Workday required training Defines and updates security groups by working with the Accenture functional consultants Defines and maintains domains and business process security policies by working with the Accenture functional consultants Tests security group membership Analyzes and audits security policies and procedures Activates pending security policy changes 	Estimated FTE: 1 - 2 team members at 0.50 FTE in total
TECHNICAL		
Adaptive Planning Internal IT	 Security Administrator to do the initial setup of the connection between Workday and Adaptive Planning Security Administrator support for domain security policy updates to support the integration 	Estimated FTE: Bullet 1 – 1 to 2 hours Bullet 2 – 5 to 10 hours

CLIENT ROLE	RESPONSIBILITY	RESOURCE ALLOCATION
Integration Developers	 Completes Workday required training Responsible for providing technical knowledge and expertise related to CLIENT integration requirements Completes requirements and design specification documentation for integrations for which CLIENT has responsibility (if applicable) Develops integrations (if applicable) for which CLIENT has responsibility Tests all integrations and reports Validates that CLIENT environment can support all integrations Completes knowledge sharing plan with Accenture counterpart Participates in Workday Delivery Assurance reviews 	Estimated FTE: 2+ team members at 0.50 FTE in total
Data Migration Lead	 Completes Workday required training Responsible for providing technical knowledge and expertise related to current systems used by CLIENT Leads the data mapping activities from the legacy systems to Workday with support from CLIENT functional leads and SMEs Builds the data migration programs from legacy systems Leads data validation activities 	Estimated FTE: 1 to 2 team members at 1.0 FTE in total
REPORTING		The state of the s
Reporting Developers	 Completes Workday required training Develops reports for which CLIENT has responsibility Tests all reports 	Estimated FTE: 4+ team member at 0.50 FTE in total

Table 10 Client Resources

2.2. ACCENTURE RESOURCES

The Accenture deployment team roles, responsibilities, and initial allocations are documented below in **Table 11**. Accenture will work with CLIENT to manage the allocations of resources as needed to support project needs.

ACCENTURE ROLE	RESPONSIBILITY	RESOURCE ALLOCATION
LEADERSHIP & MANA	AGEMENT	
Executive Sponsor(s)	Responsible for being the point of contact representing Accenture management team Works with the Project Manager on escalated issues to mitigate impact on the project timeline Participates in regularly scheduled Steering Committee meetings Maintains an ongoing relationship with CLIENT executive contacts	Estimated FTE: 1 team member at 0.25 FTE total
Quality Assurance Director	Conduct Quality Assurance Review	Estimated FTE: As needed

ACCENTURE ROLE	RESPONSIBILITY	RESOURCE ALLOCATION
Project Manager	 Responsible for collaborating with the CLIENT Project Manager to manage the overall project to completion Monitors compliance with Accenture standards and Workday-defined project management procedures and templates via Accenture project reviews and Workday Delivery Assurance reviews Develops, manages, and maintains the project plan in collaboration with CLIENT Project Manager Tracks and reports on project budget Monitors Accenture's hours and consultant travel expenses relative to the project estimates Manages the project issues, risks, and key decision log Sets priorities and evaluates milestones Assigns responsibilities Provides project health reports to CLIENT and Accenture Sponsors and Workday at agreed-to intervals Prepares regular Steering Committee meeting materials; documents and follows up on any resulting action items. Escalates established issues to the Steering Committee Participates in internal review meetings, which help to validate that the project is meeting deadlines and mitigating risk. Interacts with Workday Delivery Assurance, Product Strategy, and Development Prepares for and participates in Accenture project governance review 	Estimated FTE: 1 team member at 1.0 FTE total
FUNCTIONAL		
Functional Consultants	 Responsible for leading workshops during the Architect Stage and validating business processes are designed from a cross-functional perspective Provides a framework for explaining the impact of key design decisions Articulates the impact of the Workday Roadmap to CLIENT stated requirements Gathers functional and reporting requirements Completes issue and/or blocker documentation as necessary Documents functional requirements for integrations Configures Workday according to CLIENT stated requirements Supports testing, data migration, and integration development efforts Escalates issues that may impact the go-live date to the Project Manager Completes Prototype & Configure, Test, and Deploy Stage knowledge sharing plan with CLIENT counterpart Prepares for and participates in Workday Delivery Assurance reviews Prepares for and participates in Accenture project governance review 	Estimated FTE: Up to 9 team members at 0.35 to 1.0 FTE each

Accenture Role	RESPONSIBILITY	RESOURCE ALLOCATION
Adaptive Planning Functional Solution Architect, Consultant, and Reporting	 Responsible for leading workshops during the Initiate and Model & Validate Stages Provides a framework for explaining the impact of key design decisions Gathers functional and reporting requirements Completes reports in scope Completes issue and/or blocker documentation as necessary Documents functional requirements for integrations Configures Workday Adaptive Planning according to CLIENT stated requirements Supports testing, data management, and integration development efforts Escalates issues that may impact the go-live date to the Project Manager Completes knowledge sharing with CLIENT counterpart Prepares for and participates in Accenture project governance review Supports end user training content development and delivery Design, develop, and test native data management integration Transfer knowledge to CLIENT IT representative for post-production maintenance 	Estimated FTE: 4 team members at 1.10 FTE in total per below split Solution Architect – 0.30 Consultant (2) – 0.35 each Reporting – 0.10
TECHNICAL		
Prism Lead	 Responsible for leading workshops during the Architect stage and validating that use cases in scope are designed Configure the Prism related security as defined by the CLIENT Configure Prism Analytics uses cases designed and approved during the Architect stage Unit test Prism Analytics use cases in configuration tenant Smoke test Prism Analytics use cases in Sandbox tenant Support CLIENT testing in configuration/testing tenant Migrate configuration and reports to Sandbox and Production tenants Develop and unit custom reports and dashboards in scope based on provided requirements Escalates issues that may impact the go-live date to the Project Manager 	Estimated FTE: 1 team member at 0.60 FTE in total

Accenture Role	RESPONSIBILITY	RESOURCE ALLOCATION
Integration Consultant	 Responsible for the overall strategy and design of assigned Workday integrations Plans, leads, and facilitates integration workshop during the Plan and Architect Stages Works with the Accenture functional consultants, CLIENT Development team, and Subject Matter Experts to gather and document integration requirements Develops high-level integration strategy and design Provides CLIENT Integration Tracker to manage the integrations and high-level milestones to the Project Manager for the Project Management Plan Supports the design, configuration and testing of Workday integrations in scope for the deployment Documents design decisions for integrations assigned to Accenture Provides guidance on integration design decisions and downstream impacts for integrations Develops and unit tests Workday integrations assigned to Accenture Supports CLIENT with the development and testing of integrations assigned to CLIENT Works with CLIENT team to resolve issues Provides support of CLIENT technical staff and oversight during the Configure & Prototype Stage to verify the design principles are followed Communicates design standards to CLIENT developers to provide consistency across integrations Completes Configure & Prototype, Test, and Deploy Stage knowledge sharing plan with CLIENT counterpart Prepares for and participates in Workday Delivery Assurance reviews Prepares for and participates in Accenture project governance reviews 	Estimated FTE: 1+ team members at 0.95 FTE total
Data Migration/ Reporting Consultant	 Responsible for delivering data workshop sessions with CLIENT data lead, CLIENT functional leads, and Accenture functional consultants before each build Responsible for completing a lesson learned with CLIENT data lead, CLIENT functional leads, and Accenture functional consultants after each build Responsible for building EIBs or iLoads for data migration for each build Responsible for loading customer data into Workday Resolves data related issues during migrations with support from CLIENT data lead, CLIENT functional leads, and Accenture functional consultants Responsible for delivering report workshop 	Estimated FTE: 1+ team members at 0.45 FTE in total

Table 11 Accenture Resources

3. WORKDAY DEPLOYMENT METHODOLOGY AND DELIVERABLES

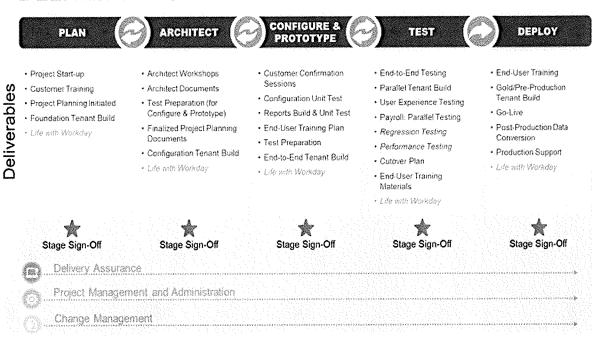
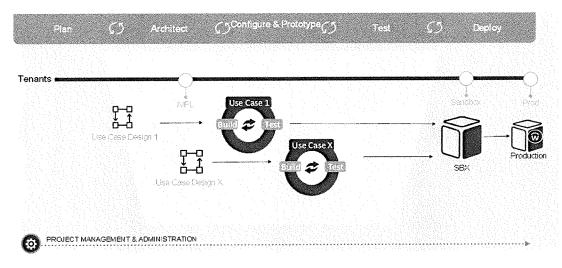


Figure 5 Workday Deployment Methodology



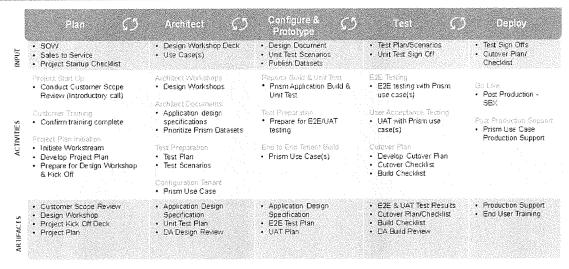


Figure 6 Workday Prism Deployment Methodology

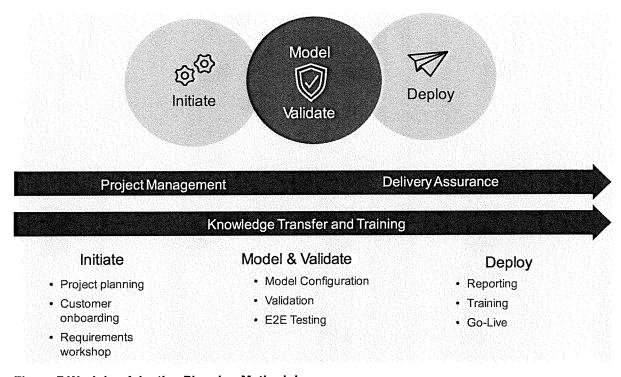


Figure 7 Workday Adaptive Planning Methodology

3.1. Deliverables and Activities

The Workday deployment methodology consists of five stages: Plan, Architect, Configure and Prototype, Test, and Deploy. The Workday Adaptive Planning methodology consists of 3 stages: Initiate, Model & Validate, and Deploy. The following section describes the deliverables that will be created in each stage. The estimated time required to complete these deliverables is based on the contents of the Deployment Scope section of this document.

PLAN STAGE

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

Our project management approach engages the CLIENT and Accenture Project Management Team to manage the Project Management Plan, project resources, and scope changes, as well as serve as the escalation point for project issues. Project management governance will be implemented, and key strategies will be developed to deal with on-going project team communication, risk and issue management, change management, training, testing, reporting, and the transition to production support. The project managers will prepare the Project Management Plan and refine the project scope, if necessary. The approved Project Management Plan and this Statement of Work document will be the mechanism by which the project management team monitors project progress and identifies changes in the scope of services. The Project Management Plan will also identify the assigned resources, the deliverables, and the timing of the key deliverables.

In addition to the deliverables identified in **Table 9** for the Plan Stage, **Table 12** identifies, the deliverables associated with this stage:

Deliverable	Description	Owner	Contributor
Project Charter Document (Word)	Provides authorization for the Project and identifies project goals, objectives, scope, governance structure, roles and responsibilities. Acceptance Criteria – Project charter documented.	CLIENT	Accenture
Project Management Plan Document (Portal)	Project management plan for the Project management activities and related monitoring of the project activities. Acceptance Criteria – Project management plan documented in TAPP.	Accenture	CLIENT
Initial Deployment Data Gathering Workbook Document (Excel)	Workbook used to gather the CLIENT information for inclusion in the Foundation Tenant documented and reviewed. Acceptance Criteria –Data gathering workbooks documented to educate CLIENT on data so extraction can begin.	Accenture	CLIENT
Integration Discovery and Tracker Document (Portal)	Confirm and document integrations updates. Acceptance Criteria – Integrations confirmed and documented.	Accenture	CLIENT
Prism Use Case Scope	Possible Prism Analytics use cases are identified and the ownership of the use cases is determined based on the scope of the project.	Accenture	CLIENT
Foundation Tenant (Tenant)	Foundation Tenant is used to kick-start the discovery and design activities. Contains a subset of the CLIENT data loaded into the environment (Data Load #1). The CLIENT is responsible for validating its accuracy. Acceptance Criteria – Foundation tenant build completed.	Accenture	CLIENT
Project Kickoff Document (PowerPoint)	Introduces team members and executive sponsors. Overview of project goals, review of scope and high-level timeline. Foundation Tenant demonstration, identification of project roles and responsibilities.	CLIENT and Accenture (Shared)	

Acceptance Criteria - Project kickoff conducted and	
documented.	

Table 12 Plan Stage Deliverables

PLAN STAGE ASSUMPTIONS

- Accenture assumes that all the agencies, departments, divisions, or associated units of the CLIENT whose functional areas will be using Financials and HCM/Payroll will actively participate representing their area on the project. The CLIENT will maintain standard business processes and configurations while meeting regulatory and statutory requirements in all functional areas.
- Overall project management responsibility will be shared between Accenture and the CLIENT. The CLIENT will provide an Executive Sponsor(s), Project Manager, and Functional and Technical leads to participate in discovery, design and configuration, as well as test and deployment activities. The CLIENT's Project Manager will coordinate project activities with the Accenture Project Leadership.
- The CLIENT is responsible for the development of any functional area and end user policies, procedures, and user manuals.
- The CLIENT's Project Leadership will provide a plan of action for critical functional and technical issues within five (5) business days following identification of such issues. Issues not responded to within the allotted time will be immediately escalated to the CLIENT Executive Sponsor(s) for resolution. The Accenture Project Manager must promptly bring up any issue(s) or delays that occur due to lack of the CLIENT resources to avoid schedule impact.
- Accenture requires the CLIENT to complete Workday's project team training, which is covered in the contract between Workday and the CLIENT, before the beginning of the Architect Stage because the business decisions made at that stage will directly impact the entire project outcome and duration. Understanding the features, capabilities, and limitations of the software will help project team members promptly make good decisions.
- Upon signature of contracts, Accenture will work with Workday and CLIENT to determine a training plan so CLIENT can book training with Workday. CLIENT will complete appropriate Workday training prior to beginning the Architect Stage. Accenture agrees with Workday on recommended training courses and below is a list of those deemed appropriate for the Architect Stage of the Project:
 - o HCM Fundamentals
 - Compensation Fundamentals
 - Benefits Fundamentals
 - o Absence Fundamentals
 - Time Tracking Fundamentals
 - Payroll Fundamentals
 - o Recruiting Fundamentals
 - Financials Fundamentals
 - o Procure-to-Pay Fundamentals
 - Projects Fundamentals
 - o Business Process Fundamentals
 - Configurable Security Fundamentals
 - Workday Integration System Fundamentals

- o Introduction to Workday Studio
- Prism Analytics (Report Writer is a pre-requisite)

ARCHITECT STAGE

Accenture will conduct project kick-off meetings with the Steering Committee and the Executive Sponsor(s)'s authorized project team members as the Architect Stage begins.

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

Architect design meeting/session minutes will be captured, along with any action items, issues, or risks identified during the sessions. Action Items are placed into the Project Portal Action Item tracking tool and are used to drive decisions needed to complete configuration. The joint project team will capture issues, differences, or challenges, and present alternatives for review. If key risks to the project are identified by Accenture and CLIENT project teams, those risks will be captured on the project risk log in TAPP by the project managers, so that they can be reviewed during regular cadence project team meetings and presented to the Steering Committee for mitigation strategies. Outcomes from these design sessions are captured by the Accenture consultants in Design Decision Guides and then confirmed by the CLIENT project team. The Design Decision Guides cover all functional areas and security.

Accenture will provide Design Decision Guide templates to be utilized in the next stage of design. Design Decision Guides capture the decisions that will be made for each functional area along with the impact and reasoning behind each design decision. The reasoning is equally important as the decision itself for reference when future changes are considered to configuration. It also helps the CLIENT understand the "why" behind the configuration so that the CLIENT is better able to support the new system and processes after the project is complete. Accenture's Design Decision Guides utilize an agile approach, in that the decisions often evolve throughout the deployment as we test and collaborate with our cross functional teams, in which case, the CLIENT will update the documentation.

During these Architect design sessions, Accenture and CLIENT will discuss what constitutes a true requirement versus "the way it has always been done". With over 425 pre-defined business processes, the approach focuses more on reviewing the way something is done within Workday and having the CLIENT communicate why something will not work versus the traditional model of the client providing not only what the requirement is but how the requirement should be met and the consulting team configuring / customizing the system to meet this design. This is an important distinction of the design process as the CLIENT desires to take advantage of leading practices and the functionality inherent within Workday and meeting a "requirement" can involve doing things differently within the new system, yet still fulfilling the core requirement.

The CLIENT and Accenture project managers will revise the Project Management Plan, if necessary, to update the schedule and resource assignments based on decisions made during this stage.

Following the functional design sessions, Accenture will provide the CLIENT with the required data elements and formats that the CLIENT will extract into as necessary to execute the Data Migration Strategy. Accenture will encrypt and transfer the resulting flat files to a data migration tool via Secure File Transfer Protocol (sFTP). The Accenture data consultant will utilize the data migration tool to run various validation and mapping routines to transform the CLIENT's data into a format compatible with Workday's iLoad tool to then perform the import of data into Workday.

Once the validation and mapping occur, the migration tool will provide a list of errors that the CLIENT will have the ability to correct/update in the source system. Once the corrections are complete, the extract program will be rerun, and the process will start over again. At the point that the validation and mapping

routines are error free, the migration tool will populate the Workday iLoad templates with the transformed legacy data and the data will be loaded into the Workday Tenant. When that process is complete, the CLIENT will validate the data in the Workday Tenant.

The joint project team will complete integration and reporting specifications during the Architect Stage, so the code development and testing can commence during the next stage.

This SOW assumes that the CLIENT will provide data using the standard Data Gathering Workbook.

The goal of the CLIENT is to standardize business processes, business practices, and business policies across the enterprise. The CLIENT is ultimately responsible for verifying that the configured content is appropriate for the CLIENT. Business process approval routings and condition rules will be configured based on standardization across business processes. Business process configuration that has significant deviation from leading practices and requires excessive levels of condition rules to support a non-standardized process will be subject to Section 8, Project Changes.

In addition to the deliverables identified in **Table 9** for the Architect Stage, in **Table 13**, the following are the deliverables associated with this stage:

Deliverable	Description	Owner	Contributor
Test Plan and Schedule	Test plan and schedule will define testing, purposes,	CLIENT and	
Document	responsibilities, guidelines, schedule, and other	Accenture	
(Word or Excel)	information specific to the testing that will occur in the	(Shared)	
	Test Stage. Acceptance Criteria – Test plan and schedule		
	documented.		
Deployment Data	Workbook used to gather the CLIENT information for	Accenture	CLIENT
Gathering Workbook	inclusion in the Configuration Tenant documented and		
Document	reviewed.		
(Excel)	Acceptance Criteria - Data gathering workbooks		
	documented to educate CLIENT on data so extraction can continue.		
Design Decision Guides	More detailed design sessions to gather configuration	Accenture	CLIENT
and/or Workbooks	data. The Design Decision Guides and/or Workbooks		
(Word or Excel)	include the security configuration and the organizational		
	roles for configuration in business processes. More		
	detailed design sessions to identify and gather the data		
	to support and secure the Prism use cases.		
	Acceptance Criteria – Configurations documented in Design Decision Guides and/or Workbooks based on		
	information gathered in Architect design sessions		
	including Prism.		
Final Integration Strategy	Define and document the integration strategy for all	Accenture	CLIENT
Document	integrations including type, tools, and test plan.		The second secon
(Word)	Acceptance Criteria – Final Integration Strategy		The state of the s
A 4 1 - 4 4	documented.	CLIENT and	
Accenture Integration Requirements and Field	Define and document integration requirements including field mapping, functional requirements and process	Accenture	
Mapping Document	flows for packaged and custom integrations.	(Shared)	
(Word or Excel)	Acceptance Criteria – Integration designs documented	(Gridiou)	
(**************************************	and approved for development to begin.		
Data Extracts Review and	Review data provided by the CLIENT for each Prism	CLIENT	Accenture
Workshops	use case. Map and identify data as needed.		
	Acceptance Criteria - Workshops conducted to review		
·	data extracts to understand the data and refine as		
	needed.	<u> </u>	

Reporting Requirements	Identify and define the reports that will accompany each Prism use case in accordance to scope.	Accenture	CLIENT
Data Migration Strategy Document (Word)	Define and document the data migration strategy for each tenant build including the validation of the data. Acceptance Criteria – Data Migration Strategy documented.	Accenture	CLIENT
Tenant Management Plan Document (Portal)	Define the plan for managing each tenant. Acceptance Criteria – Tenant Management Plan documented.	Accenture	CLIENT
Configuration Tenant (Tenant)	Configuration Tenant - Configured tenant based on the decisions made in the Architect Stage. Data load #2. The CLIENT is responsible for validating its accuracy. Acceptance Criteria – Configuration tenant build completed.	CLIENT and Accenture (Shared)	

Table 13 Architect Stage Deliverables

CONFIGURE & PROTOTYPE STAGE

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

This stage features an iterative cycle of configuring, unit testing, reconfiguring and retesting until the configured processes are validated by CLIENT. Based on responsibilities assigned to each project team on the created report and integration inventories, reports and integrations will be built, and unit tested following the same iterative process. At the conclusion of this stage, the CLIENT creates test plans and test scenarios with guidance from Accenture per the testing approach below using the business processes and data designed specifically for the CLIENT.

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

Accenture uses a Workday data migration methodology and data migration tools to complement Workday's iLoad and Data Loader tools, to expedite the data migration process and assist the CLIENT with the analysis of its data.

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

In addition to the deliverables identified in **Table 9** for the Configure & Prototype Stage, in **Table 14**, the following are the deliverables associated with this stage:

Deliverable	Description	Owner	Contributor
Customer Confirmation Sessions Playback (Tenant)	CLIENT will playback Configuration Tenant with support from Accenture to CLIENT peers showing CLIENT business processes within Workday. Acceptance Criteria – Customer Confirmation Sessions conducted.	CLIENT	Accenture

Completed Unit Tests Results Document (Portal)	Completed test cycle to validate configuration prototype. Accenture is responsible for fixing errors that may occur during unit testing. The CLIENT security team validates security provisioning is in place for testers. Acceptance Criteria – Unit tests completed based on the design and prototyping with results documented in TAPP.	CLIENT and Accenture (Shared)	
Report Workshop w/ Reports Document (PowerPoint and Word)	One report workshop conducted on how to develop reports with report development started. This is in addition to Workday required training noted in the Reporting scope section. Acceptance Criteria – Conduct report workshop with reports started documented.	Accenture	CLIENT
Accenture Developed Integrations Test Results Document (Portal)	Integrations developed, and unit tested. Acceptance Criteria – Integrations developed, and unit tested with results documented.	CLIENT and Accenture (Shared)	
Test Scenarios Document (Portal)	CLIENT defines all test scenarios to run successfully during testing. Accenture will provide the CLIENT with test scenarios from the Workday deployment guide as a starting point and facilitate the completion of these by the CLIENT.	CLIENT	Accenture
(Test Scripts) End to End Tenant (Tenant)	Acceptance Criteria – Test scenarios documented End to End Tenant – Full data (data load # 3) will be executed to prepare a Workday tenant for end to end testing. The CLIENT is responsible for validating its accuracy. Acceptance Criteria – End to end tenant build completed.	CLIENT and Accenture (Shared)	
Published Prism Data Sources	Prism data sources with full sets of data loaded, secured, and available for reporting.	Accenture	CLIENT
Prism Use Case Reports	Reports that were identified in the Architect stage, written and secured based on the Prism use cases.	Accenture	CLIENT

Table 14 Configure & Prototype Deliverables

TEST STAGE

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

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

Accenture will:

 Conduct smoke (unit) tests to validate functionality and features are working prior to handing over to the CLIENT for testing.

- Facilitate the definition of the CLIENT End to End, Parallel Payroll, and User Experience Testing scenarios and Acceptance scenarios.
- Troubleshoot issues that occur during the test stage.

CLIENT will:

- Define the CLIENT End to End. Parallel Payroll, and User Experience Testing scenarios.
- Agree that the scope of the testing defined is sufficient for the project to confirm the system including Prism use cases. The testing will provide one key measure for authorization to move to Production with Workday.
- Facilitate the assignment of testing resources to each test.
- Facilitate the coordination of data across test steps within scenarios.
- Work with the project team to schedule testing sessions and monitor assignments.
- Monitor and coordinate testing progress.
- Report weekly statistics of testing progress including total tests to perform, tests performed to date, % completed, numbers of pass/fail, % pass/fail and a list of issues deemed "showstoppers".
- Perform all tests except for smoke (unit) testing.
- Log all issues and link those issues to the related test
- Conduct a daily testing de-brief during key testing activities to review progress and set the agendas and objectives for the following day.
- Record the results of all tests in the Project Portal
- Validate Prism reports
- Be responsible for all parallel testing reconciliations including those that involve paper-based processes in the CLIENT's current payroll process with the support of Accenture.
- Be responsible for completing hands-on testing activities and recording and resolving all issues in accordance with the CLIENT's post production support model with support from Accenture.

In addition to the deliverable identified in **Table 9** for the Test Stage, in **Table 15**, the following are the deliverables associated with this stage:

Deliverable	Description	Owner	Contributor
Completed Smoke Tests Results Document (Portal)	Completed test cycle to validate that the testing tenants are complete by executing short tests to validate that all key functional areas are working correctly. Accenture is responsible for fixing errors that may occur during smoke testing. The CLIENT security team validates security provisioning is in place for testers. Acceptance Criteria – Smoke tests completed and results documented to validate configuration ready for CLIENT testing.	Accenture	CLIENT
Completed End-to-End (System) Testing Results Document (Portal)	Completed test cycle to validate the flow of end-to-end processes between multiple functions and third-party integrations as well as the data in Prism and the corresponding reports. Support from Accenture will include answering questions on transaction processing as well as trouble shooting and supporting the CLIENT in correcting issues found. Acceptance Criteria – End to end tests completed and results documented and acceptance of data in Prism and corresponding reports with results documented in TAPP.	CLIENT	Accenture (support)
Completed User Experience Testing Results Document (Portal)	Completed test cycle to validate acceptance of system. Support from Accenture will include answering questions on transactional processing. CLIENT will be responsible for correcting issues found.	CLIENT	Accenture (support)

		1	1
	Acceptance Criteria – User experience tests completed		
	and documented.		
Parallel Tenant	Parallel Tenant – Full data (data load # 4) will be	CLIENT and	
(Tenant)	executed to convert all employee / payroll / human	Accenture	
	resources data to prepare a Workday tenant for parallel	(Shared)	
Phase 2 Only	payroll end testing. The CLIENT is responsible for		
	validating its accuracy.		
	Acceptance Criteria – Parallel tenant build complete.		
Payroll Parallel Testing w/	Completed payroll parallel testing for 2 parallel cycles	CLIENT	Accenture
Results Documented	with agreed upon error percentage. Support from		(support)
(Excel and Portal)	Accenture will include answering questions on		
	transaction processing as well as trouble shooting, and		
	correcting issues found.		
	Acceptance Criteria – Two consecutive payroll cycles		
	tested and reconciled within Workday required		
	variances and results documented.		
Prism Analytics Use	Prism Analytics use cases developed, and unit tested.	CLIENT and	
Cases	Acceptance Criteria – Prism Analytics use cases	Accenture	
	developed, and unit tested based on signed design	(Shared)	
	documents with results documented in TAPP.		
Cutover Plan Document	Plan for cutover to Production used to track completion	CLIENT and	
(Excel)	of activities and overall status of the cutover with owner	Accenture	
	for each documented.	(Shared)	
	Acceptance Criteria – Detailed list of activities		
	throughout Deploy Stage to prepare for go-live executed		
	and documented.		

Table 15 Test Stage Deliverables

DEPLOY STAGE

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

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

In addition to the deliverable identified in **Table 9** for the Deploy Stage, in **Table 16**, the following are the deliverables associated with this stage:

Deliverable	Description	Owner	Contributor
Gold/Pre-Production	All configuration and data migrations are complete	CLIENT and	
(Tenant)	based on data load #5 (Gold/Pre-Production tenant).	Accenture	
Phase 1 Only	Validated by the CLIENT.	(Shared)	
•	Acceptance Criteria - Gold tenant build completed.		

Production (Tenant) Phase 2 Only	All configuration and data migrations are complete based on data load #4 (Production tenant). Validated by the CLIENT. Acceptance Criteria – Gold tenant build completed.	CLIENT and Accenture (Shared)	
Completed Go-Live Checklist I Document (Word or Excel)	Completed and executed Workday Go-Live checklist completed with required information prior to Workday's Delivery Assurance Review. A copy of 'Go-Live Checklist' must be reviewed, signed and affixed to the Move to Production tenant request no less than 14 days prior to Move to Production date. Acceptance Criteria – Go-Live Checklist executed and documented.	CLIENT and Accenture (Shared)	
Go-Live Authorization Form Document (Word or Excel)	Signed go-live authorization form completed and uploaded at least 48 hours prior to production move. Gold/Pre-Production Tenant is moved into live Production environment. Acceptance Criteria – Go-Live Authorization Form executed and documented with all appropriate signatures.	CLIENT and Accenture (Shared)	
Marketing the Change Workshop (PowerPoint)	Executive Engagement Marketing the Change Workshop conducted with executives to review overall organization strategic initiatives and goals and alignment with Workday goals and objectives. Determine what needs to be done to communicate these changes prior to Workday going live. Review success criteria and metrics and adjust as needed. Acceptance Criteria – Marketing the Change Workshop documented and conducted.	Accenture	CLIENT
Recognize the Value Workshop (PowerPoint)	Executive Engagement Recognizing the Value Workshop conducted with executives 30 days after go- live to review metrics for success criteria and goal accomplishment. Review support model and need for any adjustments. Acceptance Criteria – Recognize the Value Workshop documented and conducted.	Accenture	CLIENT

Table 16 Deploy Stage Deliverables

After going live, Accenture will assist the CLIENT in its transition to Workday Production Services through a series of transition meetings. During this process, Accenture will conduct activities designed to transfer its knowledge of the CLIENT's deployment to the CLIENT's Production Support Team. The transition to Workday is an activity that is required by Workday that will occur in the first or second week after go-live. Accenture will provide post production support using the same resourcing model during the project of onsite/remote for 1 month after go-live for Financials and HCM/Payroll as planned by the Project Managers during the Test Stage. Accenture shall provide resources for support to CLIENT for operational business transactions that occur outside of the month of support after go-live for these operational business transactions: first quarterly reporting, first annual reporting fiscal or calendar, first open enrollment, and first W2 processing, or other business transaction(s) identified prior to going live as mutually agreed between the parties. These operational business transactions will have been configured, tested, and moved into Production at go-live.

WORKDAY ADAPTIVE PLANNING

As the project moves from Phase 2 to Phase 3, the approach moves to the Workday Adaptive Planning methodology as depicted in Figure 7 and Section 3.1.

The following deliverables ("Deliverables") in Table 17 will be produced by Accenture and the CLIENT under this SOW for Workday Adaptive Planning:

Deliverable**	Description	Owner	Contributor
Kickoff materials	A call conducted for the project kickoff with a PowerPoint presented with an agenda to cover the following topics: - Overview of project scope and objectives - Overview of Adaptive methodology - Review project timeline - Overview of roles and responsibilities - Validate CLIENT Project core team resources	Accenture	CLIENT
Project plan	Project management plan for the Project management activities and related monitoring of the project activities completed in project repository.	Accenture	CLIENT
Requirements Workshop	Workshop conducted to gather the initial requirements with an agenda to cover the following topics: - Overview of Workday Adaptive Planning basic functionality and terminology - Overview of current planning processes - Detailed discussion of model requirements - Reporting and Analytics overview - Security overview	Accenture	CLIENT
Design Blueprint	Data Management overview The design blueprint is completed based on the requirements workshop; it contains the initial design elements for each model in scope.	Accenture	CLIENT
Model Validation Sign-off	CLIENT validated models and confirmed they are ready for End to End (E2E) Testing	Accenture	CLIENT
Configured instance based on the scope within this SOW	Configured instance based on the decisions made in the Initiate Stage and ready for E2E testing.	Accenture	CLIENT
E2E Testing Sign-off	Configuration changes made in the instance based on the CLIENT E2E testing.	Accenture	CLIENT
Reporting & Dashboard Sign-off	CLIENT validated reports and dashboards	Accenture	CLIENT
Training activities completed	Training documentation in the standard Workday Adaptive Planning format. Conduct training sessions.	Accenture	CLIENT
Solution deployed for go-live and ready to be used in Production	CLIENT approved and Adaptive delivery assurance completed models in Production for go-live.	Accenture	CLIENT
Post go live support	Support CLIENT with any issues logged in the project repository at go-live for a fourweek time period and record resolution in the project repository.	Accenture	CLIENT

Table 17 Workday Adaptive Planning Deliverables

**Format of the deliverables is to be defined by Accenture and will depend on the specific deliverable. Example of deliverables formats are Excel, PPT, Word Visio, etc.

INITIATE STAGE

The goal of the Initiate Stage is to complete project planning and customer onboarding. This goal will be accomplished by Accenture and the CLIENT performing the following activities and completing the following deliverables, respectively:

Accenture

- Schedule a Project Kick-off call upon CLIENT's completion of the Adaptive Insights Training Portal (training tool provided by Workday)
- Based on the results of the Requirements workshop, the design blueprint and project plan will be finalized.
- Coordinate resources and alignment (e.g. set weekly meetings, confirm project reporting process, etc.)
- Upon sign off on the Project plan by CLIENT, Accenture will start to develop a recommended solution design based on the design blueprint and other spreadsheets and/or other documented examples provided

CLIENT

- Assign core team members
- Prior to the Project Kick-off, complete Implementation Readiness eLearning module (training tool provided by Workday)
- Login to CLIENT's instance to validate access
- Provide data as requested
- Attend Project Kick-off call
- Attend Requirements workshop
- Review and sign off on the Project plan
- Review and sign off on the Design blueprint

MODEL & VALIDATE STAGE

The goal of the Model & Validate Stage is to complete design and configuration, model validation, and end to end testing. This goal will be accomplished by Accenture and the CLIENT performing the following activities and completing the following deliverables, respectively:

Accenture

- Lead iterative meetings and working sessions to design and configure Workday Adaptive Planning in accordance with the Project plan
- Review current processes and provide leading practice guidance where appropriate
- Create the required data structures including the organization hierarchy, chart of accounts and other required dimensions (e.g. funds, projects, programs, etc.)
- As each component is configured, demo the solution for CLIENT to review and approve
- Complete the Workday Data Management integration
- Support CLIENT during model validation and end to end testing
- Jointly review validation and end to end adjustments with CLIENT and mutually agree on those that are within the scope of this Project plan
- Any requests for adjustments outside the scope will be handled via the Change Order Request Process.
- Make in-scope adjustments to the solution and review with CLIENT

CLIENT

- Specify the processes, formats, formulas, data flows and logic required in the form of a Microsoft Excel file and other documented examples for all in scope processes
- Participate in meetings and working sessions to provide input into the requirements
- Validate each component of the solution as it is delivered including all data imports
- Develop a test plan for End to End Testing
- Provide resources for End to End Testing
- Execute End to End Testing

DEPLOY STAGE

The goal of the Deploy Stage is to complete reporting, training, and go-live. This goal will be accomplished by Accenture and the CLIENT performing the following activities and completing the following deliverables, respectively:

Accenture

- Configure reports and dashboards per CLIENT specifications
- Finalize and deliver the training documentation in the standard Workday Adaptive Planning format
- Conduct training sessions according to Table 20
- Provide post go live support
 - Up to 1 month, commencing at go-live
 - Accenture will assist the CLIENT in its transition to Workday Adaptive Planning Production Services and conduct activities designed to transfer its knowledge of the CLIENT's deployment to the CLIENT's Production Support Team
 - Accenture will advise CLIENT resources in their use of the product to prepare for the CLIENT's annual budget development cycle

CLIENT

- Provide reporting requirements in Excel or similar type examples
- Validate reports and dashboards
- Attend training sessions according to Table 20
- Train end users
- Review and sign off on Project completion

4. DEPLOYMENT SCOPE

Accenture will implement and configure Financials, HCM/Payroll, and Analytics & Planning generally available functionality as prioritized by the CLIENT during the initial stages of the project. The CLIENT will strive to reduce and align the number of plans, codes, business process steps, and other configurations that are currently different across the agencies, departments, and other areas within the CLIENT. The CLIENT will strive to reduce the years / volume of data stored in Prism Analytics and utilize Workday reporting to consolidate multiple streams of information into fewer reports.

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

Financials

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

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

Customers (Revenue) consists of Customers, Sales Items, Customer Contracts, Customer Invoices, Customer Payments, Credit Card Payments, Cash Sales, Deposits, Write-offs, Billing, and Revenue Recognition.

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

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

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

Business Assets consists of Asset Tracking and Asset Accounting.

Expenses consists of Expense Items, Expense Reports, Credit Card Processing, Travel Booking, Payment Elections, Expense Analytics, and Spend Control.

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

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

HCM/Payroll

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

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

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

Absence consists of Time Off and Leave of Absence.

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

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

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

Talent Management consists of Goals, Development Items (e.g. Performance Development Plans), Skills and Experience, Career Interests, Talent Reviews, Employee Reviews, Talent and Performance Calibrations, (e.g. Workday Calibration Tool), Feedback, Succession, Talent Matrix Reports, (e.g. 9 Box), Talent Pools, View Talent Across Organizations, Workforce Metrics, and Talent Insight Apps and Talent Reports.

Learning Management System consists of Sales Items for Course Costs, Catalog Courses, Course Offerings, and Learning Campaigns and Learning Reports.

Analytics & Planning

Prism Analytics blends external data with Workday data to generate a new Workday Data Source to be used in Workday reporting.

People Analytics identifies, surfaces, and explains key insights.

Adaptive Planning consists of Budget Structures, Budget Templates, Budget Profiles, Plan Generator, Treatment Rules, Data Wizard, Worksheets, Planning Security, FDM Elements, Company Accounting Details, and Fiscal Schedules.

4.1. FUNCTIONAL SCOPE ASSUMPTIONS

For items listed in the Product Component and Scope Descriptions table below that contain metrics, the metrics are not a limitation on the software but rather a scope guideline for the project. For items that have a metric listed next to them, a 10% variance on metrics or work effort is included in scope. For variances above 10%, Accenture will provide guidance to the CLIENT project team designated in that area about how to complete the activity and will provide guidance as the CLIENT configures the remaining items outside of the scope guideline. A change in scope may have an impact on pricing and require a change order.

The following assumptions in **Table 18** were made with respect to the Phase 1 functional scope of the CLIENT's project:

PRODUCT COMPONENT	SCOPE DESCRIPTION
Foundation Data Model	Up to 5 companies, 2 account sets, 15 financial organization types, and 5 custom worktags.
Financial Accounting	Up to 5 accounting books, pre-encumbrance and encumbrance ledgers, 1 account posting rule set, up to 25 allocations, up to four balancing worktags.
Mobile Setup for FIN	Setting up mobile for Financials.
Configurable Security for FIN	Up to 5 custom roles and several new security groups, minor changes to security policies.
Customer Accounts and Contracts	Up to 1,000 customers, custom payment application rules, up to 5 customer contract types, late charge assessment. Decentralized AR.
Procurement	Up to 5 PunchOuts, up to 15 supplier contract types, up to 5,000 supplier contracts, up to 1 p-card type with up to 500 card holders. Integration with Strategic Sourcing.
Request for Quotes	Up to 5 RFQ types and use of Workday for RFQ's/Bids including posting to External Workday Site (not an integration to third party site).
Supplier Accounts	Up to 15,000 suppliers, sales/use tax, standard matching process complexity, up to 2 cXML punchout supplier invoice integrations, supplier portal, external supplier site, 1099MISC/NEC Reporting.
Banking & Settlement	Up to 5 financial institutions and 15 bank accounts, preprinted or blank check stock, ACH integration with bank, BAI2 bank reconciliation. The County will configure additional bank accounts as required with support from Accenture.
Business Assets	Up to 30,000 business assets, up to 30 spend categories, multiple depreciation methods, 1 tax book, including leased assets.
Project and Work Management	Up to 1,000 projects, project description, Project Manager assignment, project plans, project profiles, project time.
Grants	Up to 1,000 grants, up to 2 object set classes and mapping, 3 basis types, one standard rate agreement, Centralized billing, collection, and cash application.
Expenses	Expense Reimbursement, Spend Authorizations, Cash Advances, Encumbrance Accounting, Up to 5 Expense Rate Tables.

PRODUCT COMPONENT	SCOPE DESCRIPTION
la cantani	Up to 25,000 commodities inventoried, up to 10 warehouse locations, up to 5 par
Inventory	inventory locations, purchases under 1 company, scanning included.

Table 18 – Financials Functional Scope Assumptions

The following assumptions in **Table 19** were made with respect to the Phase 2 functional scope of the CLIENT's project:

PRODUCT COMPONENT	SCOPE DESCRIPTION
Core HR	Setup including tenant configuration.
Organizations	Supervisory, 30 companies, 30 matrix orgs, 5 custom orgs types up to 100 of each type, 1000 cost centers, 30 regions, 50 business units, 20 pay groups, 5 retiree orgs, up to 20 related org type hierarchies (including location hierarchies).
Jobs and Positions	2 staffing models, up to 20 job family groups, 100 job families, 500 job profiles, 1 management level hierarchy, 50 work shifts, 50 work functions, and Additional Jobs.
Unions	Greater than 15 Unions
Configurable Security	Greater than 15 custom security groups, major changes to security policies.
Contingent Workers	Up to 1,000.
Mobile Setup for HCM	Setting up mobile for HCM.
Onboarding	Implemented with Workday delivered task/configuration from WD setup (W-4, Contact information). Ten dynamic/generated documents (Policy acknowledgement, employee handbook, parking pass form, etc.).
Safety Compliance	Define 3 standard Safety Incident Business Processes with centralized processing. Tracking specific incident locations for organizations with up to 10 physical locations. Tracking involved parties including the nature of their injuries, treatment, and time lost. Utilize delivered security roles. One custom report.
Compensation	Up to 20 grades and over 80 grade profiles, up to 50 allowance plans, over 10 one-time payment plans, no bonus, merit, stock, includes steps and step processing. **Up to 5 Calculated Plans
Benefits	Up to 35 groups, up to 75 benefit plans, flex credits, domestic partner and their children covered, 4 rate banding, cobra, 3 enrollment event rule (different waiting periods by benefit group), 15 cross plan rules, 10 passive events, enrollment event text by benefit group and event, retiree benefits, grandfathered plans. Current year benefit elections. ACA Configuration - Based on the 3 measurement periods and 32 passive event rules. ACA Conversion - Based on the # of plans offered and eligibility rules. Integration for providers and retiree systems are listed in the integration scope.
Absence	Up to 20 plans, 5 auto-zero plans (25 hours first plan, 10 for each additional, 5 for each auto-zero), Up to 15 LOA. Each LOA in addition is 5 hours.
US Payroll	Up to 250 earnings and deductions, up to 10 Federal IDs, payroll processed in up to 5 states, more than 30 unions to be set up, 2-6 period schedules (including time period for Public Safety FLSA), two parallel tests, integrations testing support, payment election rules, account posting rules, BP configuration, commitment accounting in scope, and changing pay period frequencies.
Payroll History Load	Non-calendar year go-live. Payroll History loaded for one FEIN, up to 5 states with taxes, no local taxes. Greater than 3 test and production loads.

PRODUCT COMPONENT	SCOPE DESCRIPTION
Time Tracking	Up to 10 Time Entry Templates (number of separate employee groups with different rules for entering time, typically seen as union groups and several different groups for exempt workers), up to 75 Time Entry Codes in use (Currently used today), up to 80 Time Calculations, up to 200 Work Schedule Calendars, up to 40 Time Entry Validations, 1 Country (USA), Workday payroll in-scope, Multiple holiday calendars with holidays populated by the calendar, worker calendar load via EIB (no eligibility rules), Request Overtime in scope. The County will configure additional time entry codes as required with support from Accenture.
Performance Management	Up to 9 templates (Perf Rev-2, Goal setting, Disciplinary Action-4, PIP and Dev Plan) Four process streams to accommodate perf reviews, dev plan, perf imp plans and disciplinary actions, Goal Setting for organizational goals or individual, Dynamic Start/End date performance reviews, No Data Conversion, No Custom Layout, and No Calibration.
Assess Talent	All Talent Attributes for self-service, Up to 8 talent details on up to 20 job profiles/positions, Up to 10 Competencies with 1 proficiency rating scale, Talent reviews with one talent review template, Up to 5 Talent Pools, Succession Planning for up to 5 positions, Talent Cards, Feedback (anytime, self and role requested processing), Assess Potential, and No Data Conversion.
Learning Management System	Given the Client wants to have LMS available to sign up for and mark for completion end user training for Phase 1, the following tasks will be done during Phase 1 Business Processes Course Catalog (topic) Construction Management of learning content and enrollments, centralized or decentralized with use of Learning Partners in addition to Learning Administrators Phase 2: Continued build of course catalog (client team) Creation of campaigns and audiences (shown by consultant then completed by client) Additional course security considerations Additional learning administration security groups, if needed Using these metrics - Build out of course Catalog up to 100 course/course offerings, Topic and course security configuration, Learning Partner configuration, On-the-job Training configuration, Sales Items, Up to 5 Expiration rules, Up to 5 Learning Campaigns with associated audience, Up to 5 Surveys/assessments, One content cloud connector, Skillsoft integration plus up to 2 others, Dashboards/worklets, Learner Experience, and Minimal Data Conversion for assisted load of historical enrollments.
Recruiting	Up to 5 Questionnaires, Up to 10 Assessments, Up to 5 Background Check Packages, Up to 10 offer letters using up to 20 text blocks, Up to 5 Notifications, Alerts and Message templates each, Up to 4 Job Posting Templates, One External Career Site, One Internal Career Site, Candidate self-scheduling, Up to 5 Automatic Stage Routing, Civil Service recruiting with ranking, eligible lists, etc., Integration for Background checks, No custom layout, No data conversion, and No Agency management.
Help	Up to 3 Knowledge Base Categories, Up to 3 Knowledge Base Audiences, Up to 10 Knowledge Base Articled (written by the client), Up to 10 Service Categories, Up to 10 Case Types, Up to 10 Case Routing Rules, Up to 5 Service Teams, Up to 5 SLA Metrics, Basic Security Groups Plus those to accommodate specified Service Teams, and Delivered Dashboards.

PRODUCT COMPONENT	SCOPE DESCRIPTION
Grievance	Included Request framework in Talent Management and Case Management in Help. Up to 2 Templates, Up to 25 reasons, One workflow process, and Up to 5 Notifications.
Prism Analytics	Up to 2 use cases each consisting of up to 5 published data sources and 5 reports. The use cases must be defined during the Plan stage of the project. The definition of a use case is in Section 1.5 of Appendix C.
People Analytics	Create Base Report, Data quality validation, Field Opt-In and Mapping (Client), Install People Analytics, Data acquisition, Testing and Migration to Production People Analytics tabs to be configured: Diversity and Inclusion, Organization Composition, Retention and Attrition, Hiring, and Talent and Performance.

Table 19 - HCM/Payroll Functional Scope Assumptions

The following assumptions in **Table 20** were made with respect to the Phase 3 Adaptive Planning functional scope of the CLIENT's project:

PRODUCT COMPONENT	SCOPE DESCRIPTION
Structure Build	Accounts Balance Sheet Accounts: Workday Ledger Account Revenue Accounts: Workday Ledger Account and Revenue Category Expense Accounts: Workday Ledger Account and Spend Category Levels Company and Cost Center
	Dimensions
Data Management	Automated from Workday to Adaptive Metadata for Accounts, Levels, and Dimensions GL Actuals: Current year plus 1 additional year GL Budget: Current year plus 1 additional year GL Encumbrances: Current year balances for Commitments and Obligations Current Personnel Roster Open Positions Automated from Adaptive to Workday Financial Budget Drillback

PRODUCT COMPONENT	SCOPE DESCRIPTION
	Personnel Model
	 Driver-based Personnel model for existing roster and vacant/new positions
	Manual entry Pooled Personnel model
	 Personnel assumptions for taxes, fringes, merit, step increases, etc.
]	Revenue Model
	Operating revenue model
	 Up to 4 supporting schedules for driver-based modeling
	Expense Models
	 Non-labor operating expense model
	 Up to 4 supporting schedules for driver-based modeling
A A - A - I -	Depreciation Forecast Model
Models	 Asset depreciation expense model based on forecasted depreciation in Workday
	Capital Improvement Model
	Manual entry 5-Yr Capital Improvement model by project
	Debt Model
	Manual entry/upload debt model
	Supplemental Budget Requests Model
	Manual entry model to support FF&E purchases and other costs above
	baseline
	 Drive-based model to support new FTE requests
	Manual entry model to support new Capital requests
	80 Hours of Report/Dashboard Development
Reporting and Analytics	** Specific reports to be determined during implementation
	Workshops (remote)
	 Requirements Workshop (2 – 3 days)
	 Model Validation Workshops
	 End to End Planning Workshop
, , , , , , , , , , , , , , , , , , ,	Training (remote)
Knowledge Transfer	 Adaptive On-line Training Portal (4 hours)
	Administrator Training (1/2 day)
	Reporting Training (1/2 day)
	 Integration Training (1/2 day)
	End User Training – Train the Trainer
Post-Production Support	Up to 1 month based upon agreed schedule
11	 Long-term / Strategic plan – long-term budget planning beyond current
	budget prep year at time of deployment
	Financial Statements
Out of Scope	Cash Flow – financial statement
	 Balance Sheet budgeting – budgeting/planning for balance sheet accounts
	 Planning Financial Consolidations and Eliminations Module – separate
	module in Planning for multi company and currency companies

Table 20 – Adaptive Planning Scope Assumptions

4.2. DATA MIGRATION SCOPE ASSUMPTIONS

Accenture has included the standard data conversion scope for a Workday project with the CLIENT's core scope. Data migration services include loading only data necessary to transact at go-live and to meet the agreed upon requirements for the Prism Analytics use case(s). Data migration scope includes the following items:

Financial Accounting

Beginning G/L Balances

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

Business Assets

- In Service Assets
 - Asset Balance
 - Accumulated Depreciation

Customers

- Active Customers
- Open Customer Invoices
- Open Customer Contracts

Projects

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

Grants

- Open Awards
- Active Sponsors

Supplier Management

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

Procurement

- Open Purchase Orders
- Open Supplier Contracts

HCM

- Active Employees
- Active Contingent Workers
- Current Year Terminations
- Job Profiles / Families
- Personal Information (Biographic/Demographic data)
- Service Dates
- Positions: All filled
- Vacant positions: Optional
- Compensation Plans
- Compensation Grades
- Absence Plan Balances
- Current Year Benefit Elections
- Dependents

Payroll

- Current Federal Withholdings
- Current State Withholdings
- Current Local Withholdings
- Current Payment Elections
- Payroll W-2 Balances

Active Withholding Orders

4.3. INTEGRATION SCOPE ASSUMPTIONS

Accenture evaluated the integrations for Workday and the following integrations are in scope. The integrations will be prioritized and assigned between Accenture and the CLIENT based on the hours estimated and available to Accenture during BPA, Plan, or Architect. Accenture and the CLIENT will develop these integrations using the integration strategy defined in business process alignment and finalized in Plan and Architect Stages. Also, during Plan and Architect Stages, the use of Workday for each integration will be finalized for all integrations regardless of whether CLIENT or Accenture is primarily responsible for their development.

The Integration inventory below in **Table 21** and **Table 22** is the starting point for confirmation per Integration Approach in Section 1.3:

Scope for Accenture as follows:

#	Integration Name/ Business Purpose	Description/Comments	Direction	Module	Tool
INT010	Salesforce	Used to distribute arts grants	Receive	Billings & Receivables	Studio
INT018	BenXcel	System used to manage health insurance for the County. BCC handles paying all the premiums to the vendors and handles all the interfaces with different vendors.	Both	Payroll	Studio
INT024	Envision Connect	Environmental Health Services Management system for general environment monitoring, improvement, protection and billing.	Receive	Billings & Receivables	Studio
INT025	Cerner Billing to EPIC	Billing charges for self-pay and business accounts that feed to EPIC.	Receive	Billings & Receivables	Studio
INT026	UR	Referral and Billing application for providing and paying health care services for public in need.	Both	Billings & Receivables	Studio
INT027	Tree Tracker	Tracks street trees and their location (has geocoding feature). If issues are determined, work orders are created. Will be moving soon to a SaaS solution	Receive	Asset Management	Studio
INT028	Survey Information System (SIS)	Tool used to track survey business request.	Receive	Billings & Receivables	Studio
INT029	PW Service Request	Application used to collect service requests for various departmental activities	Receive	Billings & Receivables	Studio
INT030	Teleosoft Or SOTELEO1	Civil Case Management system that writes checks, works with FIN. Used for setting up vendors in FIN, uploads file that goes to FIN and prints checks	Receive	General Ledger	Studio

INT031	Law Enforcement Field Training System (LEFTA)	Internal learning management system used to track training requirements specific to Receive Human Capital employees and their area of expertise.		Studio	
INT032	Columbia Ultimate Business Systems (CUBS)	Collection system used to organize and automate collection activities	Receive	Billings & Receivables	Studio
INT033	HDL Prime	System used for collection of cannabis taxes	Receive	Billings & Receivables	Studio
INT034	Public Purchase	Website used by Purchasing Division for county wide purchases	Receive	Purchasing & Payables	Studio
INT036	GovQA	Public Records Act (PRA) Tracking Website. Public facing website where PRA information can be requested that tracks fulfilled PRA's.	Receive	Asset Management	Studio
INT039	Roll Corrections (RCDB)	A database that has all the refunds. Roll correction or refunds are calculated when the property tax bill has been paid but has adjustments, corrections.	Receive	Purchasing & Payables	Studio
INT040	Real Property DB - Yardi	Property Management Software: Shows where the department Receive Asset		Asset Management	Studio
INT046	Pension Benefits & Administration System // PensionGold v2 & v3	Benefit and pension software Send Payroll		Payroll	EIB
BIRT-01	Payroll Check				BIRT
BIRT-02	AP Check				BIRT
BIRT-03	PO Layout			LWANNACAMA	BIRT
BIRT-04	Customer Invoice Layout				BIRT
BIRT-05	Customer Statement				BIRT
INT055	Active Directory	Sync of AD from Workday	Both		CC
INT056	SSO/MFA	Single sign on and/or MFA configuration	Both		cc
INT057	Interim Integration from Payroll to Workday GL	Load payroll gl into Workday FIN	Receive		Studio
INT058	Garnishments / Withholdings	Garnishments and other payroll deductions loaded into Workday AP	Receive		Studio
INT060	Bank Reconciliation	Standard BAI2 file for bank reconciliation	Receive		CC
INT061	Payroll ACH	Payroll Direct Deposit file	Send		CC
INT062	Positive Pay	Positive Pay File to cover AP and Payroll paper checks	Send		EIB
INT063	AP ACH	AP electronic payments	Send		CC

INT066	Asset Management	Assuming Categraph or similar	Both	Studio
INT067	Scheduling	Place holder Public safety scheduling, assuming Kronos, TeleStaff, Humanity or similar	Both	Studio
INT069	Dynamic Start/End for Performance Reviews	Boomerang integration to adjust performance review dates	Both	Studio

Table 21 Accenture Integrations Scope

Scope for CLIENT as follows:

#	Integration Name/ Business Purpose	Description/Comments	Direction	Module	Tool
INT001	Productivity Tools/Microsoft Office		Both		CC
INT002	Cost Allocation Plan	Application used for cost recovery which is the formal means by which the County identifies countywide indirect costs and assigns those costs to departments/funds on a consistent basis. The main purpose of this application is to recover Countywide indirect costs through Federal and State contracts.	Send	General Ledger	EIB
INT003	Aumentum	Main property tax collection system that uses the value of the property assessed from the Assessor's Office and generates property tax bills.	Receive	Billings & Receivables	Studio
INT004	Payments and Cost Tracking System (PACS)	Tool used for all contracted service provider payables, tracking contracted budgets by program against costs, and payments.	Receive	Billings & Receivables	Studio
INT005	RFP 360 Solutions	Application used to track RFPs in BeWell department	Receive	Purchasing & Payables	Studio
INT006	ServiceNow	Used for incident management system, contract management, HR onboarding and transitions, inhouse Inventory System used to track equipment (e.g., radios, video cameras, computers, etc.)	Both	Asset Management	Studio
INT007	FileMaker Pro	Cloud based tree management system that tracks location of trees	Receive	Asset Management	Studio
INT008	Camava	Software used for camping reservation	Receive	Billings & Receivables	Studio
INT009	Neighborly	Used to administer housing grant money and public service grants.	Receive	Billings & Receivables	Studio

INT011	Trustwave Credit Card Systems	Credit Card payment system used by Attorneys to make payments	Receive	Billings & Receivables	Studio
INT012	Damion	Criminal Record Management system. Records are shared with attorneys and fee is collected.	Receive	Billings & Receivables	Studio
INT013	Fulcrum	Used for tracking burn permits issued and fiscal inputs payment data	Receive	Billings & Receivables	Studio
INT014	Maintenance Connection	Maintenance system used to track work orders as well as the building location, financial info.	Both	Asset Management	Studio
INT015	GS Fleet Focus 201 Or Fleet Management System	Automated Fleet Management Software that calculates depreciation on vehicles.	Both	Asset Management	Studio
INT016	Energy Cap	Utility Bill Accounting and Energy Management system that tracks utilities, receives bill from utility companies. The software figures out what depts are in the building, sends the bill to FIN.		Billings & Receivables	Studio
INT017	Skillsoft	On-line Training module that includes mandatory trainings.	aining module that Receive Huma		EIB
INT019	Target Solutions	Training Platform used to track training and certification	Receive	Human Capital	Studio
INT020	Accela	Permit Tracking Software that is currently used for billing. It has dual uses - accounts receivables and permitting.	Receive	Billings & Receivables	Studio
INT021	RevQ	Debt Collection software used to manage client accounts. The system issues monthly notices to clients and talks to other case management systems belonging to Probation. The system will be full SaaS solution in 18 months	Receive	Billings & Receivables	Studio
INT022	PICS	Cashiering System that tracks payments that come through the office and helps generate deposit tickets for Bank of America. Interfaces with the case management system for clients	Receive	Billings & Receivables	Studio
INT023	Chameleon	Application that does caseload tracking, data collection, licensing and billing for general care and oversight of animals.	Receive	Billings & Receivables	Studio
INT035	RELIAS	Healthcare training application	Receive	Human Capital	Studio
INT037	Racehorse & Aircraft Apportionment	Used for apportioning the non- commercial aircraft property tax. Money collected is apportioned and distributed to the right entities	Send	Billings & Receivables	EIB
INT038	Revenue Allocation	System that generates accounting transaction necessary to process	Send	Billings & Receivables	EIB

		monthly tax from various state sources. Takes lumpsum from			
INT041	ACA Works	state and allocates to the county. Application tied to benefits. Used to track full time vs. measured employee. Determines if employees are eligible for ACA. Compliance program to make sure the County is compliant with ACA requirements	Receive	Payroll	Studio
INT042	Oil and Gas (Access 2003 DB)	System used for tracking oil and gas revenue	Receive	Billings & Receivables	Studio
INT043	Energy (Access 2003 DB)	System used for tracking energy revenue.	Receive	Billings & Receivables	Studio
INT044	PC Inventory	Asset inventory for computer hardware	Receive	Asset Management	Studio
INT045	Public Health Employee Network (PHEN)	System that tracks time & attendance, onboarding, work region, certifications, licenses, languages, home location, completed trainings, travel, disaster call back, leave, supervisor approvals etc. for department employees. Imports job classes, program table from FIN. Integrates with scorecard for EPR reminder. Also integrates with ServiceNow	Receive	Human Capital	EIB
INT047	Human Capital Management (HCM)	HR system for hiring, performance management, maintaining temporary employees' information. It does not track recruiting, onboarding, leave tracking, talent management, T&A, talent development	Receive	Human Capital	EIB
INT048	Treasury Manager	The Treasury Manager database tracks deposits from ItemAge into Bank of America cash accounts. Deposit Ticket Check has been subsumed into Treasury Manager. Cashier's use for returned items (for example, NSF checks). Uploads daily deposits to FIN.	Receive	Billings & Receivables	Studio
INT049	Eagle Recorder	Cash collection and Official Record/Vital Record recording application used by Clerk Recorder Assessor	Receive	Billings & Receivables	Studio
INT050	Fire Protection Certificate Database	System used to generate invoices and post payments associated Bil		Billings & Receivables	Studio
INT051	Fire Code Permit Database	System used to generate invoices and post payments associated	Receive	Billings & Receivables	Studio

		with fire inspections and permits (inspections being tracked in ImageTrend) e.g.: check business for fire compliance System used to reconcile Auditor			
INT052	Leave Pool Databases	Payroll information with departmental tracking documents for Local 2046 Union Activity and Sick Leave pools. Two pools: Union Activity and Sick Leave. Money taken out of the pool and used as vacation/leave.	Receive	Payroll	Studio
INT053	SmartSheet	Bacaiva 1		Asset Management	Studio
INT054	E-Verify	i9 Verification	i9 Verification Both		CC
INT059	Tax Filings	Certain Tax Filings files can be produced in Workday or we can integrate to a vendor for tax filing purposes			CC
INT065	Treasury	Assuming Sympro or similar system. Inbound accounting Receive journal		Studio	
INT068	Backgrounds Checks	Assuming vendor with a Workday connector or straight forward integration process. Recommendation would be HireRight	Both		CC

Table 22 CLIENT Integrations Scope

5. GENERAL PROJECT ASSUMPTIONS

- CLIENT is responsible for having representation across the organization as a whole for all business processes during BPA and Architect sessions.
- External payroll services are out of scope. Accenture assumes that CLIENT will perform any payroll services, that are not supported by Workday packaged integrations (see connector list below), in house or utilize a third-party vendor partner for payroll services (i.e., tax filing, direct deposit, garnishments). Use of other payroll services may require additional integration effort/cost. The CLIENT is responsible for pricing and contractual agreements with any third-party vendor.
 - o Available payroll service connectors:
 - 1099 MISC, Electronic Filling
 - 1094-C Filing
 - 1095-C Filing
 - W2 Web Service API*

^{*}This is not a packaged integration; however, Workday provides public web services that allows the extraction of W2 data.

- CLIENT will contract with and pay for licenses or subscriptions other required or related services, such as: Workday Product Training and Education, Workday Delivery Assurance Services, Workday Customer Success Services, Workday Success Plan, and Workday Media Cloud.
- Workday will be performing the Strategic Sourcing deployment. The services for deploying Strategic Sourcing are included in the Subscription. The deployment includes, training, account configuration, data migration, and ongoing customer support.
- CLIENT will contract with and pay 3rd parties directly for SaaS license or subscriptions as necessary
- Accenture's proposed services do not include functions for which Accenture is not licensed or authorized to provide, including functions that are subject to special licensing or other regulatory oversight (including but not limited to audit, accounting advice, investment banking, legal advice, tax, telecommunications, or other regulated services).
- CLIENT shall be responsible for its operation and use of the Deliverables and for determining whether to use or refrain from using any recommendation that may be made by Accenture. CLIENT will be solely responsible for determining whether any Services provided by Accenture (i) meet CLIENT's requirements; (ii) comply with all laws and regulations applicable to CLIENT; and (iii) comply with CLIENT's applicable internal guidelines and any other agreements it has with third parties.
- If and to the extent Accenture will require access to and process CLIENT Personal Information to perform the Services under this SOW the general responsibilities of Accenture and the parties, as applicable as set out in Appendix H below shall apply for processing of Client Personal Information. Client shall be and remain the Data Controller and Accenture the Data Processor and each Party shall comply with its respective obligations as the Data Controller and Data Processor under applicable data protection laws and regulations.
- The following functionality is out of scope: Any Workday functional areas not listed in the scope section and items provided by a third-party. If items provided by a thirty-party require any processing once the file leaves the Workday system, that processing is the responsibility of the CLIENT to work with the third-party and is not in scope for this project.
- CLIENT shall be responsible for obtaining, at no cost to Accenture, consents for Accenture's use
 of any third-party products, including, but not limited to software (including purchase of any
 licenses), necessary for Accenture to perform its obligations under this SOW.
- Accenture is not responsible for services provided by any party other than Accenture in the fulfillment of the services under this SOW.
- Accenture shall not independently validate any information provided to it by Client, its agents or third parties and shall be entitled to rely upon the accuracy and completeness of such information.
- Accenture offers no warranty in respect of any third party product and third party service and accepts no responsibility for the third party products and third party services (including any failure by the third party products and third party services to conform with the relevant specifications or warranties or for any delay or failure of the third party products and third party services as a consequence of such defect in the third party products and third party services).

5.1. Data Migration Assumptions

- The CLIENT will provide an sFTP server configured and available for data migration files integration activities, and for use with the external vendor systems.
- The CLIENT will be responsible for extracting, cleansing, and providing the data from the CLIENT's legacy systems in the format specified by Accenture for the data conversion scope listed within this SOW.

- The CLIENT will be responsible for ensuring completeness and accuracy of all data provided, data cleansing and de-duplication. Audit reports will be run by CLIENT with support from Accenture functional consultants once the data is in Workday.
- Failure to complete a successful data load after three attempts due to CLIENT data may result in a change order to continue the process and may impact the go-live date.
- The following data migration is out of scope: historical transaction data migration except for what is noted in Section 4.2 and any business objects not noted in the lists in this SOW.

5.2. INTEGRATIONS ASSUMPTIONS

- CLIENT will correctly configure firewalls to make the necessary inbound and outbound calls for the necessary integrations.
- The CLIENT will be responsible for any third-party communications to complete integrations.
- Use of Workday Configured Integrations assumes that no new development of the interface specification will be required by CLIENT.
- Email remittance can be handled via connector for supplier payments only. Custom remittance
 integration for additional payment types are not in scope unless noted as part of the finalized
 integration inventory.
- CLIENT must provide its own experienced resources and CLIENT will be responsible for making required changes for the CLIENT's integration platform or internal system. The CLIENT's integration estimates do not account for any effort required on the CLIENT's internal platform or system to complete an integration.
- The CLIENT will verify the accuracy of the data and provides corrected data to ensure integration testing is complete prior to go-live.
- Any development required that is not using the Workday delivered integration toolset will be out of scope. This includes development of any processes for internal or external systems that would be producing data for Workday to consume, development of any processes for internal or external systems that would be consuming data from Workday, and any development for a service bus other than the delivered Workday service bus.

5.3. REPORTING ASSUMPTIONS

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

5.4. RESOURCE ASSUMPTIONS

- Both parties will commit the necessary resources and management involvement to support the Project and will make all decisions promptly and without delay.
- Both parties' functional and technical staff will be committed to the project in accordance with the resource requirements outlined above and the associated changes to their job functions.

- Both parties' resources dedicated to the project will have their daily responsibilities appropriately prioritized to meet the project requirements and objectives.
- Accenture's resource allocations in the Tables 2, 7, and 10 are estimates based upon our understanding of the CLIENT's requirements to date.
- CLIENT shall be responsible for the performance of other contractors or vendors engaged by Client
 in connection with the Project and ensuring that they cooperate with Accenture.
- The CLIENT will provide Accenture consultants with reasonable facility access, working space, and conference call equipment for use of Teams.
- The CLIENT will provide remote connectivity consistent with its security process and procedure for use during the project.
- Accenture services for the Project will be delivered by professionals with experience in successfully implementing ERP software and the skills necessary to successfully implement the Workday product in an organization similar to CLIENT.

APPENDIX D - CHANGE CONTROL PROCESS

Below are the high-level steps of the Change Control Process. This Change Control Process may be clarified or refined during the Plan Stage of the project, if necessary. CLIENT and Accenture will agree when this Change Control Process will be invoked, e.g., changes related to scope, timeline, and resources.

The Steering Committee shall facilitate the Change Control Process.

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

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

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

High-Level Change Control Process Steps

- 1. Requirement is documented by the requestor.
- 2. Request shall go through the Issue Escalation process in Section 7 of this SOW.
- Requirement reviewed/signed-off by the Executive Sponsor for presentation to the Steering Committee.
- 4. The Steering Committee shall make one of the following dispositions:
 - Approved/accepted
 - o Declined/denied
 - Deferred either future phase or additional information is required

NOTE: Approval to proceed with development must be authorized in writing by the CLIENT Executive Sponsor or Designee.

- 5. Communication to Project Team regarding disposition of Change Request.
- 6. If the Change Request is Approved,
 - A detailed solution design is documented in a decision paper with options, pros, cons, recommendations and a level of effort hours' estimate with an 80% degree of confidence.
 - Acceptance Approval is prepared and routed for signatures.
 - Accenture and/or CLIENT Project Managers will determine timeline for delivery and update the schedule accordingly.

While change orders are being considered, Accenture shall continue to provide services to County on the project not affected by the proposed change.

Change Orders will be documented using the template in Appendix D-1 below.

Change Order

APPENDIX D-1 - SAMPLE CHANGE ORDER TEMPLATE

Change Order Number [insert number] to [Insert full name of SOW] Statement of Work Number [insert SOW number, if applicable]

This Change Order # [insert number] ("Change Order") is issued under and is subject to the [full SOW name] Statement of Work ("SOW"), dated [insert date], issued pursuant to the Agreement for Services of Independent Contractor by and between Accenture and [insert full client company name] ("Client"), dated [insert date] ("Agreement"). Unless the context otherwise indicates, capitalized terms that are used but not defined in this Change Order shall have the meaning assigned to such terms in the SOW and the Agreement. To the extent that there is any conflict or inconsistency between the terms and conditions contained in this Change Order and the Agreement or the SOW, this Change Order shall prevail.

Services, Schedule, Deliverables and Resources

This section provides a description of the changes to the Services and Deliverables outlined in the SOW.

1. Services

Client desires to add/change the following services as described in the SOW:

Describe the changes to services, if any, here

2. Schedule Impact

The impact to the Project timeline resulting from the incorporation of the above changes is as follows:

Describe the schedule/timeline impact here

3. Deliverables

Deliverables resulting from this Change Order are as follows:

Describe the new/revised deliverables here

4. Resources

The impact to the resource plan resulting from the Change Order is as follows:

Describe any impact to the client and CS resources here

5. Fees and Expenses

The Services described in this Change Order are provided on a [time and materials] [fixed fee] basis in accordance with the schedule set forth herein. Any work outside the scope of this Change Order shall be set forth in a separate SOW or Change Order.

The additional fees for the services described in this Change Order are as follows:

Resource	Estimated Person Hours	Hourly Rate	Estimated Fees
Business Analyst			
Data Migration Analyst (s)			

Effective Date

The Effective Date of this Change Order shall be [ENTER CO START AND END DATE].

Signatures

This Change Order may be signed in counterparts, each of which shall be deemed an original.

The Parties expressly agree that electronic signatures may be utilized for execution of this Change Order. The Parties acknowledge and agree that (i) the issuance of an electronic signature shall be valid and enforceable as to the signing Party to the same extent as an inked original signature; and (ii) these documents shall constitute "original" documents when printed from electronic files and records established and maintained by either Party in the normal course of business.

IN WITNESS WHEREOF, the parties have caused this Change Order to be executed by their duly authorized representatives as identified below.

Accenture LLP	County of Santa Barbara
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	 Date

APPENDIX E – CLIENT AUTHORIZED ACCEPTANCE APPROVERS

Department	Name	Title	Role
Auditor Controller	Kyle Slattery	Chief Deputy Controller	Project Manager
County Executive Office	Mona Miyasato	County Executive Officer	Project Executive Sponsor
County Executive	Jeff Frapwell	Assistant County	Project Executive
Office		Executive Officer	Sponsor
Auditor-Controller	Betsy Schaffer	Auditor-Controller	Project Steering
			Committee Member
Human Resources	Maria Elena De	Director	Project Steering
	Guevara		Committee Member
General Services	Janette Pell	Director	Project Steering
			Committee Member
County Executive	Nancy Anderson	Assistant County	Project Steering
Office		Executive Officer	Committee Member
County Executive	Jeff Frapwell	Assistant County	Project Steering
Office	•	Executive Officer	Committee Member
Social Services	Daniel Nielson	Director	Project Steering
			Committee Member

This table is not intended to be viewed as if each person in the table needs to sign off on each deliverable.

APPENDIX F - SAMPLE APPROVAL OF ACCEPTANCE

Acceptance Certificate

Agency: CLIENT Project: Workday Deployment Project Initiated By:	Date:
Milestone Reference:	Type: ☐ Final
Description:	
The above has been review requirements pertaining to its completion as outlined its hereby considered as having passed the acceptance.	n the entirety of the Statement of Work (SOW) and
CLIENT Functional Representative	Date
CLIENT Functional Representative	Date
CLIENT Functional Representative	Date
CLIENT Technical Representative	Date
CLIENT Project Manager	Date
Accenture Project Manager	Date

APPENDIX G - REMOTE WORK PROTOCOLS

This Appendix G sets out the remote work protocols to be followed by the Parties.

Workstations: Accenture will implement controls for all workstations/laptops on Accenture provided devices that are used in connection with service delivery/receipt incorporating the following:

- Encrypted hard drive;
- Software agent that manages overall compliance of workstation and reports a minimum on a monthly basis to a central server;
- Patching process to ensure workstations are current on all required patches;
- Ability to prevent non-approved software from being installed (e.g., peer-to-peer software);
- Antivirus with a minimum weekly scan;
- Firewalls installed:
- Data Loss Prevention tool (subject to any legal requirements, e.g. Works Council); and
- Web filtering.

Use of Personal Devices: Accenture Personal Devices are NOT allowed to connect to the Client network. **Access Control**: The Parties will comply with the following controls for their respective infrastructure:

- Enable two factor authentication for respective VPNs or external network access;
- Client will promptly provide authentication credentials for Accenture personnel, including any additional requirements to support Client's two factor authentication;
- Promptly deactivate authentication credentials where such credentials have not been used for a period of time (such period of non-use not to exceed six months);
- Deactivate authentication credentials upon notification that access is no longer needed (e.g., employee termination, project reassignment, etc.) within two business days; and
- Manage the access controls using the least privilege access protocols where applicable.

Connectivity:

- Where Accenture personnel connect to Accenture networks and infrastructure, Accenture is responsible for applying Accenture standard technical and organizational security controls to such Accenture-provided workstation/laptop and the Accenture environment.
- Where Accenture personnel are using Accenture or Client provided desktop and/or laptops and accessing the Client network, environments and systems, via VDI, Client is responsible for applying Client's standard technical and organizational security controls to such Client's network, systems and environments.

Use of Personal Devices: Accenture personnel will NOT use Personal Devices to connect to the Client network.

Physical Controls: Any contractual requirements to provide specific physical and environmental security controls at the Accenture personnel's work location when working remotely will not apply to the following:

- Secure bays;
- Presence of security quards to prevent unauthorized resources from accessing the work site;
- Use of CCTV to monitor access and the work environment;
- Use of cross-cut shredders to dispose of hard copy:
- Prohibition of cell phones and other cameras during work.

Client Standards: To the extent reasonably possible, Accenture personnel working remotely will abide by the applicable Client policies and standards in performing the Services. Such policies govern and control within the Client's systems and environments.

APPENDIX H – DATA SAFEGUARDS FOR CLIENT DATA

These data safeguards ("Data Safeguards") set forth the security framework that the Client and Accenture will follow with respect to protecting the Client Data in connection with the SOW. In the event of a conflict between these Data Safeguards and any terms and conditions set forth in the SOW or the Contract, the terms and conditions of these Data Safeguards shall prevail.

- I. Security Standards.
 - 1. General Obligations. Each Party will:
 - maintain and comply with globally applicable standards, policies and procedures intended to protect data within their own respective environments (e.g., systems, networks, facilities) and such standards will govern and control in their respective environments;
 - > comply with the other Party's standards when accessing or operating within the other Party's environments; and
 - provide timely notice of any changes to such standards that may materially degrade the security of the Services.
 - Client Standards. the Client's applicable security standards are as set out in this SOW and elsewhere in this Contract.
 - 3. Accenture Standards. Accenture's applicable security standards are as set out online, accessible here: https://www.accenture.com/client-data-safeguards.
- II. Vulnerabilities in the Client Systems. Unless otherwise expressly agreed in the Agreement or the SOW, and except with respect to vulnerabilities caused by Accenture's breach of its obligations under the SOW, the Client is responsible to remediate any vulnerabilities in the Client Data or the Client systems at the Client's cost. the Client may engage Accenture to perform such remediation on the Client's behalf pursuant to a project SOW. For clarity, such remediation activities pursuant to a project SOW are not considered "Services" under any other SOW. In the event the Client fails to remediate a security vulnerability in the Client Data or the Client systems, Accenture will not be liable for the consequences resulting from such security vulnerability, including a data security breach, except to the extent such security vulnerability resulted from Accenture's breach of its obligations under the SOW.

APPENDIX I - RATE CARD FOR CHANGE ORDERS

Roles	Rates/Hour in USD
Leadership	\$425
Senior Architect	\$400
Project Manager	\$360
Architect	\$330
Senior Consultant	\$305
Consultant	\$270
Senior Analyst	\$220
Analyst	\$190

The above rate card is in effect for the first year of the project timeline and starting at the beginning of each subsequent year, a 3% increase will be added to each rate to cover cost of living adjustments. All change orders during the project timeline will be subject to this increase.

APPENDIX J – ACCENTURE TRAVEL AND EXPENSE POLICY

COMPONENT	DESCRIPTION			
	GENERAL			
Pre-Trip Approvals	In selected markets, an automated approval request is issued at time of booking for all non-client travel, however ticketing continues.			
Method of Booking	 Use of company travel agency or online booking tool is required. Self-booking is expected, where available; complex itineraries are an approved exception to booking online. 			
Reservation Messaging	Out of compliance exceptions for hotel and air are identified and communicated automatically to traveler at time of booking.			
Payment	Corporate charge card or charge code use is expected to be used for all reimbursable travel expenses, wherever the card is accepted.			
Meal Expenses	Per diems are to be used for meal expenses. Always request and submit a complete bill for restaurant meals, and not just the credit card receipt. Meals will be reimbursed at the IRS per diem reimbursement rate for Santa Barbara County and any incidental expenses (as defined by the IRS) incurred are only reimbursable within the daily per diem rate. The costs for alcoholic beverages are not reimbursed.			
Post- Trip Compliance	Random audits are conducted; use of Policy Messenger tool with customized messaging that reminds travelers of desired behaviors.			
Reimbursable Charges	 Reimbursable travel expenses shall conform to the IRS definition of an "accountable plan". Airline luggage charges (for first checked piece or excessive baggage fees if traveler is required to have on hand equipment/books/reports/etc.), hotel room rates and taxes, internet connections, hotel staff gratuities, bell stand storage, business center services required for business, gym fees (for intermittent business travel less than 2 months), in-flight calls or internet usage for reasonable and necessary business needs, car rental refueling, liability and collision damage waiver insurance when not already included in company's negotiated rates, tolls, mileage when personal car is used for business, foreign currency exchange. Vehicle mileage is reimbursed at the IRS allowable mileage rates. Hotel Parking, or parking when CLIENT is unable to provide parking on-site. Business calls via hotel phone 			
Security	All employees traveling to high-risk locations are expected to access Global Watch on the company portal prior to making reservations or embarking on travel, and to adhere to any specific company travel guidelines.			
	AIR			
Airline Usage	Travelers are expected to choose the lowest fare, regardless of personal airline preference. With limited exceptions, the lowest fares are available through one of the company-preferred airlines.			
Advance Purchase Requirements	Internal meetings and training: 14 daysClient-facing travel: 7 days			

Travel Class	•	Economy class is required for all flights for managers and below, for flights less than
		8 hours in duration for senior managers and for flights less than 3 hours in duration for Accenture Leadership.
		·

Use of Lowest Logical Airfare	Travelers are expected to choose the lowest logical airfare (LLA) available at the time of booking regardless of personal airline preference: LLA should be accepted within a two-hour window (one hour earlier and one hour later) for requested departure and arrival times; acceptance of lower fare flights that may be available outside of the two-hour window is encouraged. Employees are required to accept the LLA offered within the eligible cabin class , including restricted non-refundable tickets.
	Employees are entitled to select a direct flight over a lower cost connecting flight.
Non-Refundable Fares	Expected X
Low-Cost Carriers	Use of low- cost carriers is encouraged; can book on airline website if not accessible through managed program.
Pre-Ticketing Compliance Preferred Hotel Usage Service Tier Restrictions	In select markets, out-of-policy air travel reservations require review and approval prior to ticketing. Travelers receive clear messages in the online booking tool and from travel agents when they select an out-of-policy airfare option. If the traveler continues with the reservation, a review process will be automatically initiated, and the traveler will receive an email notification that their out-of-policy booking request has been submitted for approval to the Geographic Services lead. If the trip request is declined, the traveler will be asked to create a new reservation using in-policy options; if the trip is approved, it will be ticketed. HOTEL County-preferred or County-negotiated hotels required at the lowest available rate for a standard room. Movies, mini-bar, and other non-essential services will not be reimbursed and are the responsibility of traveler.
Restrictions	GROUND TRANSPORTATION
Rail	The most economical fare shall be used.
Rideshare Services	Rideshare service (e.g., Uber, Lyft) is approved for use as a lower cost alternative.
Auto Rentals	 All car rentals must be arranged with company- preferred suppliers only. When requesting a rental car, nothing larger than a mid-size vehicle should be requested to accommodate 4 or fewer travelers. Hourly car rental services (also known as car-sharing services, e.g., Zipcar, DriveNow, etc.) are reimbursable as a car rental when it is for business purposes and less expensive than a daily rate from a preferred supplier.

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation at Selected Milestones (with attached Schedule of Payment Milestones)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$7,251,500.00. If at any point CONTRACTOR believes actual fees may exceed the total contract amount, CONTRACTOR shall promptly notify COUNTY and COUNTY and COUNTY and COUNTY and COUNTY and COUNTY. To mitigate the additional fees. After all mitigation efforts are complete by CONTRACTOR and COUNTY, any remaining excess fees will be documented with a mutually agreed upon change order pursuant to the Change Control Process defined in Exhibit A Statement of Work. CONTRACTOR will not perform services for COUNTY that would result in COUNTY being invoiced amounts in excess of the total contract amount set forth above absent a mutually executed change order.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A – Statement of Work as determined by COUNTY.
- C. The payment schedule for Services is set forth below in **Attachment B1**. For clarity, payment obligations are conditioned on work and Deliverables (as defined in **Exhibit A** Statement of Work) being performed and functional in conformance with this Agreement including its **Exhibit A** Statement of Work, as demonstrated by acceptance testing.
- D. Invoice dates, Deliverables and milestones will be monthly. Invoices will be submitted to COUNTY on the targeted invoice dates in the payment schedule shown below. Submission and approval dates for each project Deliverable will be finalized upon completion of the project work plan during the Plan Stage (as defined in Exhibit A Statement of Work) of the engagement. If it becomes necessary to move a Deliverable from one month to another, CONTRACTOR will notify COUNTY and obtain COUNTY's written approval through the Change Control Process set forth in Exhibit A Statement of Work. By approving the scheduled change, COUNTY agrees that scheduled payments will not change.
- E. CONTRACTOR will invoice COUNTY for travel expenses as they are incurred, provided the travel expenses shall not exceed \$242,000 and shall be invoiced separately according to Accenture's Travel Policy which is set forth in Exhibit A Statement of Work. All travel will be pre-approved by COUNTY before being booked. CONTRACTOR shall provide receipts of non-per-diem travel expenses for \$25 or more with its invoices for reimbursement.
- F. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy; for clarity, this is not intended to contradict or supersede the acceptance process in Section 6 of **Exhibit A** Statement of Work.

ATTACHMENT B1

SCHEDULE OF PAYMENT MILESTONES

Upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified below, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

PAYMENT MILESTONE	DELIVERABLES	TARGET INVOICE DATE	AMOUNT
Payment Milestone #1	P1BPA - Business Process Alignment Kickoff P1BPA — Vision Workshop P1BPA — Objectives Workshop P1BPA - High Level Project Plan P1BPA - Data History Options Document P1BPA - Data Cleanup and Validation Options Document P1BPA - Stakeholder Identification and Engagement Plan Document P1BPA - Current Business Processes Day in the Life (DITL) Workshops and Documentation P1BPA - Initial Integration Strategy Document	7/31/2022	\$236,250.00
Payment Milestone #2	P1BPA - Communication Matrix P1BPA - Sustainability Plan Document P1BPA - Current Key Business Processes Differences Document P1BPA - Preliminary Foundation Data Model Structure Document P1BPA - Actionable Plan from DITLs and WD BPOs Document P1BPA - Current Key Reports Inventory Document P1BPA - Initial Integrations Inventory and Diagram/Pattern Document P1BPA - Success Criteria Workshop P1BPA - Standard Processes Workshop P1BPA - High-Level Impact Assessment P1BPA - Business Process Alignment Workshop and Final Report Document	8/31/2022	\$200,000.00
Payment Milestone #3	Phase 1 - Project Management Plan Document Phase 1 - Initial Deployment Data Gathering Workbook Document Phase 1 - Change Readiness Survey Phase 1 - Foundation Tenant Phase 1 - Integration Discovery and Tracker Phase 1 - Communication Plan Phase 1 - Leadership / Sponsorship Workshop and Sponsorship Roadmap and Engagement Plan Phase 1 - Project Kickoff Document	9/30/2022	\$258,010.00
Payment Milestone #4	Phase 1 - Data Migration Strategy Document Phase 1 - Business Readiness / Change Management Strategy Document Phase 1 - Test Plan and Schedule Document	10/31/2022	\$285,000.00

PAYMENT MILESTONE	DELIVERABLES	TARGET INVOICE DATE	AMOUNT
Payment Milestone #5	Phase 1 - Tenant Management Plan Document Phase 1 - Deployment Data Gathering Workbook Document Phase 1 - Knowledge Sharing Plan Document Phase 1 - High Level Training Strategy Document Phase 1 - Accenture Integration Requirements and Field Mapping Document	11/30/2022	\$299,100.00
Payment Milestone #6	Phase 1 - Design Decision Guides and/or Workbooks Phase 1 – Final Integration Strategy Document Phase 1 - Configuration Tenant	12/31/2022	\$282,000.00
Payment Milestone #7	Phase 1 - Customer Confirmation Session Phase 1 - End User Training Curriculum Document	1/31/2023	\$276,000.00
Payment Milestone #8	Phase 1 - Report Workshop w/ Reports Document Phase 1 - Impact Assessment Document P2BPA - Business Process Alignment Kickoff P2BPA - High Level Project Plan P2BPA - Data History Options Document P2BPA - Data Cleanup and Validation Options Document P2BPA - Stakeholder Identification and Engagement Plan Document P2BPA - Current Business Processes Day in the Life (DITL) Workshops and Documentation P2BPA - Initial Integration Strategy Document	2/28/2023	\$276,000.00
Payment Milestone #9	Phase 1 - End to End Tenant P2BPA - Communication Matrix P2BPA - Sustainability Plan Document P2BPA - Current Key Business Processes Differences Document P2BPA - Actionable Plan from DITLs and WD BPOs Document P2BPA - Current Key Reports Inventory Document P2BPA - Initial Integrations Inventory and Diagram/Pattern Document P2BPA - High-Level Impact Assessment P2BPA - Business Process Alignment Workshop and Final Report Document	3/31/2023	\$282,000.00
Payment Milestone #10	Phase 1 - Completed Smoke Tests Results Document Phase 2 - Project Management Plan Document Phase 2 - Initial Deployment Data Gathering Workbook Document Phase 2 - Foundation Tenant Phase 2 - Integration Discovery and Tracker Document Phase 2 - Communication Plan Phase 2 - Leadership / Sponsorship Workshop and Sponsorship Roadmap and Engagement Plan Phase 2 - Project Kickoff Document	4/30/2023	\$375,750.00
Payment Milestone #11	Phase 1 - Cutover Plan Document Phase 2 - Data Migration Strategy Document Phase 2 - Business Readiness / Change Management Strategy Document Phase 2 - Test Plan and Schedule Document	5/31/2023	\$375,600.00
Payment Milestone #12	Phase 1 – Accenture Developed Integrations Test Results Document Phase 2 - Tenant Management Plan Document Phase 2 - Knowledge Sharing Plan Document Phase 2 - High Level Training Strategy Document Phase 2 – Accenture Integration Requirements and Field Mapping Document	6/30/2023	\$376,800.00

PAYMENT MILESTONE	Deliverables	TARGET INVOICE DATE	AMOUNT
Payment Milestone #13	Phase 1 - Completed Go-Live Checklist I Document Phase 1 - Completed Go-Live Authorization Form Document Phase 1 - Pre-Production/Gold Tenant Phase 2 - Design Decision Guides and/or Workbooks Phase 2 - Configuration Tenant	7/31/2023	\$382,950.00
Payment Milestone #14	Phase 2 - Customer Confirmation Session Playback Phase 2 - End User Training Curriculum Document	8/31/2023	\$394,350.00
Payment Milestone #15	Phase 2 - Report Workshop w/ Reports Document Phase 2 - Impact Assessment Document	9/30/2023	\$383,940,00
Payment Milestone #16	Phase 2 - End to End Tenant	10/31/2023	\$312,550.00
Payment Milestone #17	Phase 2 - Completed Smoke Tests Results Document	11/30/2023	\$327,550.00
Payment Milestone #18	Phase 2 - Cutover Plan	12/31/2023	\$275,750.00
Payment Milestone #19	Phase 2 - Parallel Payroll Tenant	1/31/2024	\$262,950.00
Payment Milestone #20	Phase 2 - Accenture Developed Integrations Test Results Document	2/29/2024	\$259,900.00
Payment Milestone #21	Phase 2 - Completed Go-Live Checklist I Phase 2 - Completed Go-Live Authorization Form Phase 2 - Production Tenant	3/31/2024	\$247,650.00
Payment Milestone #22	Phase 2 – Marketing the Change Workshop Phase 2 – Recognize the Value Workshop	4/30/2024	\$181,000.00
Payment Milestone #23	Phase 3 – Prism Use Case Scope Phase 3 – Data Extracts Review and Workshops Phase 3 – Reporting Requirements Phase 3 - Kickoff Materials Phase 3 - Project Plan	5/31/2024	\$90,150.00
Payment Milestone #24	Phase 3 - Requirements Workshop Phase 3 - Design Blueprint	6/30/2024	\$98,850.00
Payment Milestone #25	Phase 3 – Published Prism Data Sources Phase 3 – Prism Use Case Reports Phase 3 - Model Validation Sign-off Phase 3 – Configured Instance based on the scope within this SOW	7/31/2024	\$90,150.00
Payment Milestone #26	Phase 3 - E2E Testing Sign-off Phase 3 - Reporting & Dashboard Sign-off	8/31/2024	\$57,750.00
Payment Milestone #27	Phase 3 - Training Activities Completed Phase 3 - Solution deployed for go-live and ready to be used in Production	9/30/2024	\$63,750.00
Payment Milestone #28	Phase 3 – Post go live support	10/31/2024	\$57,750.00
	Total of Payments		\$7,009,500.00

EXHIBIT C

Indemnification and Insurance Requirements (For Accenture LLP Contract)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all third party claims, actions, losses, damages, judgments and/or liabilities to the extent that such claim, action, loss, damage, judgment or liability arises from (a) the death of or bodily injury to any person or loss of or damage to real or tangible personal property, caused by the negligence or willful misconduct of CONTRACTOR or its personnel during the course of providing the services or performing its other obligations under this Agreement; (b) the employment, or termination of employment, of any personnel by CONTRACTOR (including liability for any social security or other employment taxes, workers' compensation claims and premium payments, and contributions applicable to the wages and salaries of such CONTRACTOR personnel); and (c) CONTRACTOR's failure to perform its responsibilities under this Agreement in compliance with laws applicable to the operation of its technology business or the performance of the services under this Agreement.

In addition, if COUNTY promptly notifies CONTRACTOR in writing of a third party claim, action or demand against COUNTY that any Deliverable: (i) infringes a copyright held by that third party; (ii) infringes a patent held by that third party; or (iii) constitutes misappropriation or unlawful disclosure or use of that third party's trade secrets (collectively, "Infringement Claims"), CONTRACTOR will indemnify and defend COUNTY and its officers, officials, employees, agents and volunteers from and against any and all liabilities, judgments and sums awarded to such third party arising from such Infringement Claims, and any fines, penalties, costs and expenses (including reasonable attorneys' fees and court costs) directly incurred by COUNTY in connection with such claim. CONTRACTOR will have no liability hereunder to the extent that the Infringement Claim is based upon: (i) modifications to any item made by or on behalf of COUNTY in a manner that causes the infringement; (ii) use of any item in combination with any hardware, software or other products or services in a manner that causes the infringement and where such combination was not within the reasonable contemplation of the parties given the intended use of the item; (iii) failure of COUNTY to use corrections or enhancements to such item that are made available by CONTRACTOR and such failure caused the infringement (provided that reasonable written notice of, and a reasonable amount of time to implement, such corrections or enhancements is provided to COUNTY); or (iv) detailed, non-discretionary designs or specifications provided by COUNTY.

If any Deliverable is, or is likely to be held to be, infringing, CONTRACTOR will at its expense either: (A) procure the right for COUNTY to continue using it; (B) replace it with a non-infringing equivalent; (C) modify it to make it non-infringing; or (D) direct the return of the infringing Deliverable and refund to COUNTY the fees paid for it.

To receive the indemnities contained herein, COUNTY must promptly notify CONTRACTOR in writing after COUNTY first knew or reasonably should have known of the underlying fact giving rise to such a claim or suit, provided that any failure to promptly notify will only relieve CONTRACTOR of its obligations to the extent the defense or settlement of such claim or suit is materially prejudiced thereby, and provide reasonable cooperation (at CONTRACTOR's expense) and full authority to defend or settle the claim or suit.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

- A. Minimum Scope of Insurance Coverage shall be at least as broad as:
 - Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 - 2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - 3. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - 4. Professional Liability: (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate, addressing network security and privacy liability. Such coverage shall address CONTRACTOR's liability in the performance of services under this Agreement for: (a) unauthorized access or use of a computer system or network; (b) denial of service attacks; (c) receipt or transmission of malicious code; (d) failure to protect confidential, personal or corporate information; (e) wrongful collection of confidential, personal or corporate information; and (f) violation of privacy laws, statutes or regulations in connection with an event described in (d) or (e),
- B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- Additional Insured COUNTY, its officers, officials, employees, agents and volunteers are
 to be covered as additional insureds on the CGL policy with respect to liability arising out of
 work or operations performed by or on behalf of the CONTRACTOR including materials,
 parts, or equipment furnished in connection with such work or operations. General liability
 coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance
 at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of
 both CG 20 10 and CG 20 37 if a later edition is used).
- 2. Primary Coverage For any claims related to this Agreement, the CONTRACTOR's general liability and automobile liability insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

- 3. **Notice of Cancellation** Each insurance policy required above shall not be canceled, except with notice to the COUNTY.
- 4. Waiver of Subrogation Rights CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance with respect to the general liability, automobile liability and workers' compensation coverage. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
- Acceptability of Insurers Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
- 6. Verification of Coverage CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement.
- 7. Failure to Procure Coverage In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
- 8. **Subcontractors** CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
- Claims Made Policies If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claimsmade policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.
- 10. **Special Risks or Circumstances** COUNTY reserves the right to request to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such agreed amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

LIABILITY

The sole liability of either party to the other in relation to any and all claims in any manner related to this Agreement (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) will be for direct damages, not to exceed in the aggregate an amount equal to the total fees paid or payable to CONTRACTOR under this Agreement. In no event will either party be liable (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any consequential, indirect, incidental, special or punitive damages, or for any loss of profits, revenue, business, opportunity or anticipated savings. Nothing in this Agreement excludes or limits either party's liability to the other which cannot lawfully be excluded or limited.