

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement"), dated as of May 10, 2023, is made by and between **City of Escondido, California**, a California municipal corporation with its principal office located at 201 N. Broadway, Escondido, California 92025, United States of America ("Client"), and **Cognizant Worldwide Limited**, a United Kingdom limited liability company with its principal office located at 280 Bishopsgate, Liverpool Street, London EC2M 4AG, United Kingdom ("CWW" or "Cognizant"). In addition, **Cognizant Technology Solutions U.S. Corporation** ("CTS US") shall execute this Agreement together with Cognizant solely for the purpose of acknowledging that CTS US is authorized to perform for Cognizant any Services to be provided to Client in the United States of America pursuant to a relevant Statement of Work (as defined below), which CTS US, Collaborative Solutions, LLC, or another U.S. Affiliate may also execute for such purpose as provided in Section 1.1. For the purposes of this Agreement, Client and Cognizant may each be referred to as "Party" or, collectively, as the "Parties." The Parties, intending to be legally bound, hereby agree as follows:

1. SERVICES.

1.1 Services. Cognizant and Client will develop and enter into one or more statements of work incorporating a description of the specific services to be provided, each in a form mutually agreed by the Parties (a "Statement of Work" or "SOW"). Each Statement of Work will set forth, among other things, project scope, various project activities and tasks to be performed by the Parties, and roles and responsibilities of the Parties. Cognizant may provide to Client the following types of services as, and to the extent, described in each Statement of Work: (i) the management of certain business and IT operational services, which may be performed either onsite or from remote locations ("Managed Services"); (ii) certain consulting, development, integration and or other support services provided in addition to the Managed Services ("Professional Services"); and (iii) any other services described as Cognizant's obligation in a Statement of Work, (collectively the "Services"). In addition, Cognizant will provide to Client certain results or proceeds of the Services that are defined as deliverables in each Statement of Work (collectively, the "Deliverables"). Each Statement of Work shall specifically identify this Agreement and indicate that it is subject to the terms hereof and be executed by Client and Cognizant. Unless otherwise set forth herein or expressly identified in the SOW as a modification to a specified provision of this Agreement, to the extent there are any conflicts or inconsistencies between this Agreement and any Statement of Work, the provisions of this Agreement shall govern and control. Cognizant may engage any Affiliate (as hereinafter defined) of Cognizant to provide Services and Deliverables to Client and any Affiliates of Client for Cognizant under this Agreement. For SOWs executed in connection with work to be performed for Client in the United States of America, and solely to the extent that employees of a U.S.-domiciled Cognizant Affiliate who are foreign skilled workers are required for the provision of Services by Cognizant in connection with such SOW, such Cognizant Affiliate may also execute such SOW solely for the purpose of providing Services to Client for Cognizant. Any Affiliate of Cognizant may itself provide Services directly to Client and any Affiliates of Client under this Agreement by executing SOWs in its own name, exclusive of Cognizant, and only for the purposes of any such SOW(s), shall be considered "Cognizant" as that term is used in this Agreement. Any Affiliate of Client may enter into SOW(s) with Cognizant or any Affiliate of Cognizant and, only for the purposes of any such SOW(s), shall be considered "Client" as that term is used in this Agreement. As used herein, the term "Affiliate" means any entity that controls or is controlled by or is under common control with Cognizant or Client, as applicable, where "control" means possessing, directly or indirectly, the power to direct or cause

the direction of the management, policies and operations of such entity, whether through ownership of voting securities, by contract or otherwise.

1.2 Deliverables and Acceptance. Deliverables, if any, under this Agreement will be as set forth under any SOW. Each SOW will describe, if applicable, the Deliverables that Cognizant is obligated to furnish to Client hereunder, the acceptance criteria for each of the Deliverables (the "Acceptance Criteria") and the completion criteria, if any, to signify completion of each phase of a project. Client shall review, evaluate and/or test, as the case may be, each of the Deliverables within the applicable time period set forth in a SOW (with respect to each Deliverable, the "Acceptance Period") to determine whether or not such Deliverable satisfies the applicable Acceptance Criteria in all material respects. If Client does not furnish a written notice to Cognizant specifying that a Deliverable has failed to satisfy its Acceptance Criteria in all material respects prior to the end of the Acceptance Period therefor and/or if Client commences using the Deliverables commercially or in a production environment, then Client will be deemed to have accepted such Deliverable. If any Deliverable fails to satisfy its Acceptance Criteria in any material respect, then Client will notify Cognizant in writing specifying the respects in which such Deliverable does not conform to the applicable Acceptance Criteria and what modifications are necessary to make it conform thereto. Thereafter, Cognizant shall use its diligent commercially reasonable efforts to modify such Deliverable to so conform and the Deliverable will be resubmitted for acceptance by Client. If, after repeated attempts, Cognizant is unable to remedy any non-conforming portion of any Deliverable, Client may terminate pursuant to Section 12.2 herein.

2. PROJECT SCHEDULE; CHANGES.

2.1 Project Schedule; Changes. Each Statement of Work will set forth the projected work effort and schedule applicable to the Services. All statements and agreements concerning time are based upon information available and circumstances existing at the time made, and each Statement of Work is subject to equitable adjustment upon any material change in such information or circumstances, the occurrence of an excusable delay (as provided for in Section 2.2 hereof) or upon modification of the scope, timing or level of work to be performed by Cognizant. Either Party will be entitled to propose changes. It is mutually acknowledged that any such change may affect the fees or charges ("Charges") payable to Cognizant and/or the project schedule. Neither Party shall have any obligation respecting any change until an appropriate change order or amendment to the applicable Statement of Work is executed and delivered by both Parties.

2.2 Excusable Delays and Failures. Cognizant will be excused from delays in performing, or from a failure to perform, hereunder to the extent that such delays or failures result from causes beyond Cognizant's reasonable control. Without limiting the generality of the foregoing, Client acknowledges that Client's failure or delay in furnishing necessary information, equipment or access to facilities, delays or failure by Client in completing tasks required of Client or in otherwise performing Client's obligations hereunder or under any Statement of Work and any assumption contained in a Statement of Work which is untrue or incorrect will be considered an excusable delay or excusable failure to perform hereunder and may impede or delay completion of the Services. Client further acknowledges that such delays or failures may result in additional charges for the Services.

3. PAYMENT.

3.1 Project Charges and Reimbursable Items. Client shall pay to Cognizant the Charges set forth in each Statement of Work, which such Charges shall be subject to adjustment by Cognizant annually unless otherwise expressly agreed in the applicable Statement of Work. Client will also reimburse Cognizant for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by Cognizant in connection with the Services and any other reimbursable items set forth in each Statement of Work. Cognizant will have no obligation to perform any Services when any amount required to be paid by Client remains due and unpaid beyond the date such amount is due. Any suspension of Services by Cognizant as a result of Client's failure to make payment as required will extend the due dates of Deliverables and other Services to the extent impacted by such suspension or delay.

3.2 Invoices; Payments. Cognizant will invoice Client for all Charges and reimbursable items payable to Cognizant on a monthly basis or otherwise in accordance with the schedule set forth in the relevant Statement of Work as such payments are due. Client will pay the invoiced amount in full within thirty (30) days of the date of each invoice, without deduction, setoff, defense or counterclaim for any reason; provided that the Client may withhold amounts disputed reasonably and in good faith pending resolution of such dispute. Client will pay interest, at a rate equal to the lesser of 1.5% per month (or part thereof) or the maximum legal rate permitted, on the amount shown on any invoice that is paid later than thirty (30) days after the date of the invoice, other than such amounts that are disputed in such good faith during the pendency of the relevant dispute. All amounts hereunder will be invoiced and paid in United States Dollars unless otherwise set forth in an applicable SOW.

3.3 Taxes. All Charges are exclusive of taxes. Client shall pay amounts equal to any federal, state or local sales, use, excise, privilege, value added, goods and services or other taxes, duties, imposts, levies or similar assessment relating to the Services and Deliverables provided by Cognizant hereunder, exclusive of taxes based on Cognizant's net income or net worth. Client and Cognizant agree to cooperate on any tax matters arising from the provision of the Services and Deliverables under this Agreement. Both Parties agree to provide reasonable assistance to the other in order to mitigate any taxes applicable to the Services and Deliverables provided to Client or to payments made pursuant to this Agreement with respect to the Services and Deliverables.

4. OBLIGATIONS OF THE PARTIES.

4.1 Working Environment. For any Services to be provided by Cognizant at any of Client's sites, Client shall provide Cognizant's personnel with (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including software, hardware and documentation; (iii) provision and maintenance of personal computer ("PC") workstations for such personnel's use; (iv) assistance to such personnel in a timely manner by promptly correcting any hardware or software problems that would affect the performance of Services; and (v) any other items set forth in each Statement of Work.

4.2 Client's Personnel Commitment. Client will ensure that all Client personnel who may be necessary or appropriate for the successful implementation of the Services will, on reasonable notice, (i) be available to assist Cognizant's personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as outlined in the Statement of Work; (iii) participate in

progress and other Service related meetings; (iv) contribute to software and system testing; and (v) be available to assist Cognizant with any other activities or tasks required to complete the Services in accordance with the Statement of Work.

4.3 Export Control. Client agrees to notify Cognizant of any requirements for Deliverables or any other technology, technical data or information to which Cognizant will have access as a result of the Services that, in any case, will subject the Deliverables or the other technology, technical data or information to control under applicable export regulations under any classification other than EAR99 (or its non-U.S. equivalent) and, in such event, Client will (i) identify to Cognizant the applicable regulations (e.g. the United States Export Administration Regulations (“EAR”) or the International Traffic in Arms Regulations (“ITAR”)) and classifications (e.g. ECCN) and (ii) follow such guidelines as Cognizant may communicate to Client that reasonably are required to avoid violations. Each Party acknowledges and agrees that to the extent that any tangible or intangible technical data provided under this Agreement is subject to US export laws and regulations, such Party will not use, distribute, transfer, or transmit technical data provided by the other Party under this Agreement except in compliance with US export laws and regulations. Notwithstanding the foregoing, Client agrees that it will not provide Cognizant with any technology, technical data or information that is subject to control under the ITAR. In the event that Client wishes to provide Cognizant with ITAR-controlled technology, technical data or information, Client will notify Cognizant in writing of such intent, and the Parties agree to cooperate to determine the appropriate agreements and controls, if any, required before Client makes such disclosure.

4.4 FCPA. Neither Party shall take any action in connection with the performance of its obligations under this Agreement that violates the Foreign Corrupt Practices Act, as amended, and the rules and regulations thereunder in any manner that has a material adverse impact on the other Party. To the extent that any of the Services or Deliverables cannot be performed or provided without violation of any law, regulation, or other control, then Cognizant shall not be obligated to provide the same and the applicable Statement of Work shall be amended accordingly.

4.5 Work Authorization/HR Compliance/Relationship Matters. In the event that it is necessary for Cognizant to obtain visas or work permits for Cognizant personnel, Client will cooperate with Cognizant by taking all reasonably necessary actions to facilitate Cognizant’s efforts, including, but not limited to, providing, and hereby consents to Cognizant providing to immigration authorities, documentation indicating the nature and location of the work to be performed, the necessity of the work to be performed, and other documentation as may be reasonably required and related to this Agreement (including the existence and terms of this Agreement and the identity of the Parties hereto), and posting such notices as may be legally required (including any legally required notice posting at Client sites from which the parties contemplate services being provided by Cognizant personnel who are foreign skilled workers). Notwithstanding anything herein to the contrary, Client hereby authorizes Cognizant to use Client’s name and/or logo to internally (within Cognizant) or externally reference to Client as a Cognizant customer and to describe the services provided to Client.

5. OWNERSHIP.

5.1 Ownership of Developed IP. Unless otherwise agreed in a SOW, Cognizant agrees that, upon Client’s payment in full, the software or other works of authorship developed by Cognizant or its Affiliates specifically for Client as a Deliverable or a part of a Deliverable, as set forth in a

Statement of Work ("Developed IP") shall be the property of, and ownership shall vest in, Client. Developed IP does not include Cognizant Confidential Information, Cognizant Proprietary Intellectual Property (as defined below), any Third Party Items, or any derivative of the foregoing, that may be incorporated into a Deliverable. Cognizant agrees to take, at Client's cost and expense, all actions requested by Client which are reasonably necessary to assure the conveyance to Client of the foregoing rights to the Developed IP.

5.2 Residual Rights. Notwithstanding anything to the contrary herein, Cognizant, Cognizant Affiliates, and their respective employees and agents shall be free to use and employ any Residual Information. "Residual Information" means the general knowledge, ideas, know-how, experience, and techniques that would be retained in the unaided memory of an ordinary person skilled in the art, not intent on appropriating the proprietary information of the disclosing party. Nothing in this paragraph, however, shall be deemed to grant a license under Client's registered intellectual property rights.

5.3 Cognizant Proprietary Intellectual Property. Client acknowledges that Cognizant personnel may utilize proprietary software, methodologies, tools, specifications, drawings, sketches, models, samples, records, documentation, works of authorship, creative works, ideas, know-how, research results, data or other materials which have been or are originated, developed, licensed, purchased, or acquired by Cognizant or its Affiliates or subcontractors (collectively, "Cognizant Proprietary Intellectual Property"); which constitutes Cognizant Confidential Information. Client agrees that Cognizant Proprietary Intellectual Property and Residual Information, any derivatives of Cognizant Proprietary Intellectual Property or Residual Information, is the sole property of Cognizant (or its licensors) and that Cognizant (or its licensors) will retain sole and exclusive title to and ownership thereof. If any Cognizant Proprietary Intellectual Property owned by Cognizant is embedded in a Deliverable, Cognizant grants to Client a worldwide, royalty free, non-exclusive, transferable, perpetual license to use, execute and perform such Cognizant Proprietary Intellectual Property as a functional element of the applicable Deliverable, subject to any additional terms or limitations set forth in the applicable Statement of Work, and provided that no portion of the Cognizant Proprietary Intellectual Property is separated or unbundled from the applicable Deliverables or used as a stand-alone product or development tool. Except as expressly provided in the foregoing sentence, nothing contained in this Agreement or otherwise shall be construed to grant to Client any right, title, license or other interest in, to or under any Cognizant Proprietary Intellectual Property (whether by estoppel, implication or otherwise). Any license to Cognizant Proprietary Intellectual Property that is not embedded in Deliverables or that is commercially available will be pursuant to a separate license agreement between Client and Cognizant (or its licensor).

5.4 Client Provided IP and Third Party Items. Client grants Cognizant and its Subcontractors a non-exclusive, paid-up license to use, execute, reproduce, distribute, and prepare derivative works of Client software and third party software licensed to Client as reasonably required to perform Services. Cognizant shall obtain Client's prior written consent before embedding in Deliverables or installing in Client's environment any proprietary third party tools or applications. If any third party tools, applications, utilities and cloud infrastructure are distributed, resold, or provided to Client in connection with this Agreement (collectively, "Third Party Items"), such Third Party Items shall be provided AS-IS and may be made available to Client under a separate agreement between Client and the licensor of the Third Party Item or made available to Client by Cognizant under a separate agreement or pass-through terms set forth in an SOW, which shall apply to the relevant Third Party Item(s) in lieu of any of the terms of this Agreement. Notwithstanding anything to the contrary herein, Client's use of each open-source component incorporated

by Cognizant into a Deliverable will be governed by, and is subject to the terms and conditions of the applicable open-source license.

5.5 Installation of Tools. Cognizant may use certain Cognizant owned or licensed Tools (the "Tools"), including those set forth in the applicable SOW in connection with its performance of the Services. The Tools are Cognizant Proprietary Intellectual Property and are not part of any Deliverable. As between Cognizant and Client, Cognizant is the sole owner of the Tools, together with all modifications, enhancements and changes to the Tools and the information generated by any of the foregoing. Client consents to Cognizant's installation of the Tools onto Client's systems. Only Cognizant may install, configure, control, or grant access to the Tools. Client agrees that Cognizant may uninstall and remove the Tools at any time, and that the consent set forth in this paragraph is not a software license or subscription agreement. Cognizant will use the Tools as installed on Client's systems solely to perform the Services for Client.

6. CONFIDENTIAL INFORMATION.

6.1 Confidentiality Obligations. For a period of three (3) years from the date of disclosure of the applicable Confidential Information (as hereinafter defined), Client and Cognizant shall each (i) hold the Confidential Information of the other in trust and confidence and avoid the disclosure or release thereof to any other person or entity by using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own Confidential Information of a similar nature, but not less than reasonable care, and (ii) not use the Confidential Information of the other Party for any purpose whatsoever except as expressly contemplated under this Agreement or any Statement of Work. Except with the express written consent of the other Party, each Party shall disclose the Confidential Information of the other Party only to those of its and its affiliates' employees, officers, directors, subcontractors, agents or representatives having a legitimate need to know the information for the purposes of this Agreement ("Representatives") and shall take all reasonable precautions to ensure that such Representatives comply with the provisions of this Section 6.1.

6.2 Definition. The term "Confidential Information" shall mean any and all information or proprietary materials other than Personal Information (as defined in Exhibit A attached hereto) (in every form and media) not generally known in the relevant trade or industry and which has been or is hereafter disclosed or made available by either Party (the "disclosing party") to the other (the "receiving party") in connection with the efforts contemplated hereunder, including (i) all trade secrets, (ii) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto, and (iii) information relating to business plans, sales or marketing methods and customer lists or requirements.

6.3 Exceptions. The obligations of either Party under Section 6.1 will not apply to information (other than Personal Information) that (i) was in the receiving party's possession at the time of disclosure and without restriction as to confidentiality, (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the receiving party, (iii) has been received from a third party without restriction on disclosure and without breach of agreement by the receiving party, or (iv) is independently developed by the receiving party without regard to the Confidential Information of the disclosing party. In addition, Client may disclose any of the Confidential Information in the event, but only to the extent, that, based upon reasonable advice of counsel, the Client is required to do so by the disclosure requirements of any law, rule, or regulation,

including but not limited to the California Public Records Act (Cal. Gov't Code § 6250 et seq.), or any order, decree, subpoena, ruling, or other similar process of any court, tribunal, securities exchange, governmental agency, or governmental or regulatory authority, or if such disclosure is necessary to enforce this Agreement ("Necessary Disclosure"). In the event of a Necessary Disclosure, the Client shall, to the extent legally permitted, provide Cognizant with prompt written notice so Cognizant may, at Cognizant's sole expense, seek a protective order or other appropriate remedy to protect such information. If such protective order or other remedy is not obtained, the Client will not be in breach by furnishing such Confidential Information as required. In addition, Cognizant may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it; *provided* that Cognizant (a) gives the Client reasonable written notice to allow the disclosing party to seek a protective order or other appropriate remedy, (b) discloses only such Confidential Information as is required by the governmental entity, and (c) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

7. DATA PROTECTION

7.1 Data Protection. If and to the extent that the Services require Cognizant to process Client's Personal Information, the Parties shall abide by the terms set forth under Exhibit A attached hereto.

8. INDEMNIFICATION.

8.1 Intellectual Property Rights Indemnity. Cognizant and Client (in such case, the "indemnifying party") each agree to indemnify and hold harmless the other (in such case, the "indemnified party") from and against any costs and damages awarded against the indemnified party by a court pursuant to a final judgment as a result of, and defend the indemnified party against, claims of infringement of a U.S. patent or registered copyright or misappropriation of any trade secret related to a Deliverable (in the case of indemnification by Cognizant) or any claim relating to Cognizant's possession, use or modification of any software, documentation, data or other property provided by Client (in the case of indemnification by Client).

8.2 Intellectual Property Rights Exclusions. Cognizant shall have no obligation under Section 8.1 or other liability for any infringement or misappropriation claim resulting or alleged to result from: (i) modifications made other than by Cognizant, (ii) use of the Deliverables other than for Client's internal purposes or in combination with any equipment, software or material not approved or provided by Cognizant, (iii) Client's use or incorporation of materials not provided by Cognizant, (iv) the instructions, designs or specifications provided or approved by Client; (v) any software or other materials furnished by any third party; or (vi) Client's continuing the allegedly infringing activity after being notified thereof or after being informed and provided with modifications that would have avoided the alleged infringement.

8.3 Infringement Remedies. In the event of an infringement or misappropriation claim as described in Section 8.1 above arises, or if Cognizant reasonably believes that a claim is likely to be made, Cognizant, at its option and in lieu of indemnification, may: (i) modify the applicable Deliverables so that they become non-infringing but functionally equivalent; or (ii) replace the applicable Deliverables with material that is non-infringing but functionally equivalent; or (iii) obtain for Client the right to use such Deliverables upon commercially reasonable terms; or (iv) remove the infringing or violative Deliverables and refund to Client the fees received for such Deliverables

that are the subject of such a claim based on a five (5) year straight line depreciation. This Section 8 sets forth the exclusive remedy and entire liability and obligation of each Party with respect to intellectual property infringement or misappropriation claims, including patent or copyright infringement claims and trade secret misappropriation.

8.4 Personal Injury and Property Damage Indemnity. Cognizant (including its Affiliates, as applicable), and Client each agree to indemnify, defend and hold harmless the other from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of third party claims for bodily injury or damage to real or tangible personal property, not including software, data, and documentation, to the extent caused directly and proximately by the gross negligence or willful misconduct of the indemnifying party, its employees or agents.

8.5 Indemnification Procedures. The obligations to indemnify, defend and hold harmless set forth above in this Section 8 will not apply to the extent the indemnified party was responsible for giving rise to the matter upon which the claim for indemnification is based and will not apply unless the indemnified party (i) promptly notifies the indemnifying party of any matters in respect of which the indemnity may apply and of which the indemnified party has knowledge; (ii) gives the indemnifying party full opportunity to control the response thereto and the defense thereof, including any agreement relating to the settlement thereof, provided that the indemnifying party shall not settle any such claim or action without the prior written consent of the indemnified party; and (iii) cooperates with the indemnifying party, at the indemnifying party's cost and expense in the defense or settlement thereof. The indemnified party may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice on a monitoring, non-controlling basis.

9. WARRANTY.

9.1 Limited Warranty. Cognizant warrants the following:

- 9.1.1** the applicable Services rendered hereunder will be performed by qualified personnel;
- 9.1.2** the Professional Services performed will substantially conform to any applicable requirements set forth in the Statement of Work for a period of thirty (30) days (the "Warranty Period") following performance of such Professional Services; and
- 9.1.3** during the Warranty Period, the Deliverable(s) will materially conform to the corresponding product specifications set forth in the applicable Statement of Work for such Deliverable.

9.2 Remedies. Cognizant does not warrant that any Deliverable will operate uninterrupted or error-free, provided that Cognizant shall remain obligated pursuant to this Section 9. In the event that any Deliverable or Service fails to conform to the foregoing warranty in any material respect, the sole and exclusive remedy of Client will be for Cognizant, at its expense, to promptly use commercially reasonable efforts to cure or correct such failure. The foregoing warranty is expressly conditioned upon (i) Client providing Cognizant with prompt written notice of any claim thereunder prior to the expiration of the applicable Warranty Period, which notice must identify with particularity the non-conformity; (ii) Client's full cooperation with Cognizant in all reasonable respects relating thereto, including, in the case of modified software, assisting Cognizant to locate and reproduce the non-conformity; and (iii) with respect to any Deliverable, the absence of any alteration or other modification of such Deliverable by any person or entity other than Cognizant.

9.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9.1, COGNIZANT DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND, WHETHER SUCH REPRESENTATION, WARRANTY, OR CONDITION BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION, WARRANTY OR CONDITION FROM COURSE OF DEALING OR USAGE OF TRADE.

9.4 Responsibility of Client. In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is determined not to be Cognizant's responsibility hereunder (including any problem with Client's third party vendors, Client's computer hardware or software that was not caused by any Services performed by Cognizant), Client will be responsible to pay Cognizant for all costs incurred for all evaluation, correction or other services performed by Cognizant relating to such claim on a time and materials basis at Cognizant's then standard billing rates.

10. LIMITATION OF LIABILITY AND REMEDIES; INSURANCE.

10.1 Cognizant will maintain during the entire Term of this Agreement, at its own expense, the types of insurance coverage specified below, on standard policy forms and with insurance companies with at least an A.M. Best Rating of A- VII authorized to do business in the jurisdictions where the Cognizant Services are to be performed. Cognizant agrees to deliver to Client a certificate(s) of insurance evidencing the coverage specified in this Section. Cognizant will be solely responsible for any deductible or self-insurance retentions. Such insurance coverage will be primary and any other valid insurance existing will be in excess of such primary insurance policies. . The coverage requirements specified in this Section 10.1 are the required coverage limits for insurance and are not intended, nor will they be construed, to limit or expand any liability or indemnity obligation Cognizant under the Agreement. Notwithstanding the preceding sentence, if Cognizant maintains insurance limits for any line of insurance in an amount greater than any limitation of liability in this Agreement ("excess limits"), the presence of any "excess limits" shall not be construed to expand any limitation of liability in this Agreement:

10.1.1 Commercial General Liability. Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This policy shall name Client as additional insured for liabilities assumed in this Agreement and with respect to the provision of services provided under this Agreement. This policy shall include a primary noncontributory endorsement for the benefit of the Client.

10.1.2 Automobile Liability. ISO Form CA 00 01 covering any auto (Code 1), or if Cognizant has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

10.1.3 Workers' Compensation. Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of

no less than \$1,000,000 per accident for bodily injury or disease. This policy shall include a waiver of subrogation for the benefit of the Client.

10.1.4 Cyber Liability. Insurance with not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Cognizant in this Agreement.

10.1.5 Professional Liability ("Errors & Omissions"). Insurance with not less than \$2,000,000 per occurrence and in the aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Cognizant in this Agreement.

10.1.6 .

10.2 Exclusion of Damages. . In no event shall either Party be liable to the other Party or any other person or entity for any lost profits, special, exemplary, indirect, incidental, consequential or punitive damages or liabilities, or for any costs (including transition costs) associated with procuring substitute or replacement services, of any kind or nature whatsoever (collectively, "Indirect Damages"), whether in an action based on contract, warranty, strict liability, tort or otherwise, even if such Party has been informed in advance of the possibility of such Indirect Damages or such Indirect Damages could have been reasonably foreseen by such Party.

10.3 Total Liability. In no event shall Cognizant's liability to Client or any other person or entity arising out of or in connection with this Agreement or the Services exceed the total fees paid by Client to Cognizant for Services in the twelve (12) month period preceding the last act or omission giving rise to any such liability, whether such liability is based on an action in contract, warranty, strict liability or tort (including, without limitation, negligence) or otherwise. The limitations specified in this Section 10 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

11. EMPLOYEES.

11.1 No Employee Relationship. Neither Party's personnel shall be deemed to be employees of the other Party. Each Party and its Affiliates shall be solely responsible for the payment of all compensation to its employees, including provisions for employment taxes, workmen's compensation and any similar taxes associated with employment of its personnel. A Party's employees shall not be entitled to any benefits paid or made available by the other Party to its employees.

11.2 Non-Solicitation Obligations. During the term hereof and for a period of twelve (12) months thereafter, neither Party shall, directly or indirectly, solicit for employment or employ, or accept services provided by, (i) any employee of the other Party (including employees of Cognizant's Affiliates); or (ii) any former employee of the other Party (including former employees of Cognizant's Affiliates) who performed any work in connection with or related to the Services.

11.3 Subcontractors and Third-Party Providers. In addition to the right to engage Affiliates to provide Services as specified hereunder, Cognizant may engage non-Affiliate third parties which will be responsible for providing a portion of the Services that Cognizant provides to Client (such as field services and end user support) where such services are not dependent on a product

being provided by such third party ("Subcontractors"), provided that such Subcontractors have executed appropriate confidentiality agreements with Cognizant. Cognizant may also (i) engage vendors providing equipment or software (and services in support of such equipment or software) to support the provision of Services and/or (ii) subcontract for third party services or products that are not principally dedicated to performance of Services for the Client, which are not material to a function constituting a part of the Services, do not result in a material change in the way Cognizant conducts its business, or are composed of small scale temporary labor (collectively, "Third Party Providers"). For the avoidance of doubt, Third Party Providers shall not be deemed "Subcontractors" as such term is defined under this Section 11.3. Cognizant may engage such Third Party Providers pursuant to such Third Party Providers' standard terms and conditions. Client shall agree in writing to be bound by the Third Party Providers' standard terms and conditions to the extent necessary, if at all, for Client to (iii) be able to use of the relevant Third Party Provider's product or services in connection with its receipt of the Services and/or (iv) make use of any of the Services supported by such Third Party Provider's product/services. No engagement of Subcontractors or Third Party Providers hereunder will relieve Cognizant from any of its obligations under this Agreement.

11.4 Nondiscrimination. To the extent applicable to Services under this Agreement, Cognizant shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

12. TERM AND TERMINATION.

12.1 Term. The Agreement is effective as of the date on the Agreement and shall continue in effect for an initial term ending three years thereafter. The Agreement shall thereafter continue in effect for successive one-year terms, unless not later than sixty (60) days prior to the end of the then-current term, either party shall notify the other that the Agreement shall expire, in which event the Agreement shall expire on the last day of the then-current term (except with respect to any Statement of Work for which the term set forth in such Statement of Work has not yet been completed, which Statement of Work shall continue until expiration or termination).

12.2 Termination or Suspension. This Agreement may be terminated in whole or in part by either Party (the "non-breaching party") upon written notice to the other Party if any of the following events occur by or with respect to such other Party (the "breaching party"): (i) the breaching party commits a material breach of any of its obligations hereunder and fails to cure such breach within thirty (30) days after receipt of notice of such breach or fails to reach an agreement with the non-breaching party regarding the cure thereof; or (ii) Client has provided thirty (30) days' prior written notice it is unable to continue funding the SOW as per Section 15.5; or (iii) any insolvency of the breaching party, any filing of a petition in bankruptcy by or against the breaching party, any appointment of a receiver for the breaching party, or any assignment for the benefit of the breaching party's creditors; or (iv) for convenience upon sixty (60) days' prior written notice. In addition to any right to terminate as provided in this Agreement, the Parties agree that in connection with any dispute for which Client withholds the payment of charges pursuant to this Agreement, if the total amount being disputed (other than amounts in dispute resulting from clear billing errors of Cognizant), plus any amount that is undisputed but past due and any interest that has accrued thereon, exceeds the amount of fees billed by Cognizant in the then-prior three-

month period (the "Disputed Amount"), Cognizant may, without liability to Client or its Affiliates, with at least 30 days' prior written notice to Client, suspend the further delivery of Services that are not paid for in advance until all payment disputes are resolved using the dispute resolution process set forth in this Agreement. If Client pays the Disputed Amount, Cognizant shall promptly recommence performance of the Services and all Cognizant timing obligations and delivery commitments under this Agreement and/or each applicable SOW shall be extended by the number of days between the date of suspension and the date Cognizant recommences performance of the relevant Services.

12.3 Payment upon Termination. Upon termination, Cognizant will be entitled to recover payment for all Services rendered through the date of termination (including for work in progress), and in the event of termination of this Agreement, in whole or in part, by either Party pursuant to this Section 12, Cognizant will also be entitled to recover those reasonable costs incurred in anticipation of performance of the Services to the extent they cannot reasonably be eliminated.

12.4 Survival. In the event of termination or upon expiration of this Agreement, Sections 3, 5, 6, 8, 9 (subject to the expiration of any warranty period), 10, 11, 12, and 13 hereof will survive and continue in full force and effect.

12.5 Availability of Funds. For each of Client's fiscal years during the Term of this Agreement Client agrees: (a) to seek in good faith appropriations sufficient to cover Client's obligations under this Agreement; and (b) not to use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Client reasonably believes, barring unforeseen circumstances or events, that sufficient funds will lawfully be appropriated by its governing body to satisfy its obligations under this Agreement. If Client does not appropriate sufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement, Client may terminate this Agreement by giving Cognizant not less than thirty (30) days' prior written notice of such non-appropriation for the fiscal year. No legal liability on the party of Client shall arise for payment beyond June 30 of each calendar year unless funds are made available for such a payment and provided that Client has exercised its termination rights in accordance with this clause. Cognizant is under no obligation to provide the Service if Client lacks funds to pay for it. Upon termination Client will remit all amounts due and all costs reasonably incurred through the date of termination and, to the extent of lawfully available funds, through the end of the then-current fiscal period, providing Service will continue through the end of the then-current fiscal period and for the full duration of any subsequent transition period for which funds are available. Upon Cognizant's reasonable request, Client will provide Cognizant with information as to funding status for its upcoming payment(s).

13. MISCELLANEOUS.

13.1 Governing Law. This Agreement will be governed by the laws of the State of California, without reference to the principles of conflicts of law. The Parties acknowledge and agree that this Agreement relates solely to the performance of services (not the sale of goods) and, accordingly, will not be governed by the Uniform Commercial Code of any State having jurisdiction. In addition, the provisions of the Uniform Computerized Information Transaction Act and United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

13.2 Dispute Resolution.

13.2.1 Informal Negotiations. In the event of any dispute, controversy, or claim of any kind arising out of or relating in any way to this Agreement or the breach thereof (each a "Dispute"), prior to filing a notice of arbitration, the Party claiming a Dispute shall send a written notice to the other Party describing the basis for the Dispute and the requested remedy, and inviting the other Party to have its executive confer with a named executive of the claiming party to attempt to negotiate a resolution. The claiming Party may file the notice of arbitration in accordance with the Rules (defined below) after the executive conference is completed, if the invitation to confer is declined, or if, within ten (10) business days after the Dispute notice is delivered, there is no response to the invitation, or the Parties are unable to schedule the conference.

13.2.2 Arbitration. Subject only to Section 13.2.4 below, any Dispute that is not settled through the negotiation process required under Section 13.2.1, shall be settled by final and binding arbitration administered by the International Centre for Dispute Resolution under the International Dispute Resolution Procedures – International Arbitration Rules (available at WWW.ICDR.ORG) (the "Rules"). The Parties waive any right to mediate a Dispute and any mediation provisions contained in the Rules shall not apply.

13.2.3 Arbitration Process. In-person hearings or meetings with the arbitrator(s) shall be held in San Diego County, California and the seat of the arbitration shall be San Diego County, California. The sole arbitrator, or the presiding arbitrator in the case of a three-arbitrator panel, shall either be a retired judge or a lawyer with at least ten (10) years of experience in information technology matters. Each award shall include written findings of fact and conclusions of law and shall be final and binding, except that if the arbitration is conducted by a single arbitrator and US\$10,000,000 or more in damages are awarded against a Party (exclusive of interest, attorneys' fees, and arbitration fees and costs), that Party may appeal the award to a panel of three arbitrators pursuant to the Optional Appellate Arbitration Rules of the American Arbitration Association. The existence of a Dispute or the content or result of any award shall constitute the Confidential Information of both parties and the parties shall require that the arbitrator of any Dispute be bound to maintain the confidentiality of such Confidential Information. All informal and formal negotiations between the Parties regarding a Dispute shall be treated as compromise and settlement negotiations under applicable rules of evidence and no written or oral statements of position or offers of settlement made during the informal or formal Dispute resolution procedures shall be offered into evidence for any purpose, or constitute an admission or waiver of rights by either Party.

13.2.4 Access to Courts. Either Party may at any time apply to a court with appropriate jurisdiction only to (a) seek interim or provisional relief necessary to protect its rights or property pending the resolution of a Dispute in accordance with these procedures, including injunctive relief and specific performance, or (b) enter or enforce any final and binding arbitration award.

13.3 Binding Effect and Assignment. Neither Party may assign or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party, except either Party may, upon prior written notice to the other Party (but without any obligation to obtain the consent of such other Party), assign this Agreement or any of its rights hereunder to any Affiliate of such Party, or to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such Party, if such entity agrees in writing to assume and be bound by all of the obligations of

such Party under this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assignees.

13.4 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

13.5 Notices. All notices required by this Agreement will be given in writing to the other Party and delivered by registered mail, international air courier, facsimile, or the equivalent. Notices will be effective when received as indicated on the facsimile, registered mail, or other delivery receipt. All notices will be given by one Party to the other at its address stated on the first page of this Agreement unless a change thereof previously has been given to the Party giving the notice.

13.6 Amendments and Waivers. This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties. No waiver by either Party of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the Party giving such waiver. No waiver by either Party with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

13.7 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

13.8 Counterparts. This Agreement and each Statement of Work may be executed in several counterparts and by facsimile signature, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. A telecopy signature shall be as legally effective as an original signature.

13.9 Entire Agreement. This Agreement and all Statements of Work attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersede all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

13.10 Press Releases and Announcements. Either Party may make any public disclosure it believes in good faith is required by applicable law, regulation or stock market rule (in which case the disclosing party shall use reasonable efforts to advise the other Party and provide it with a copy of the proposed disclosure prior to making the disclosure).

13.11 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

13.12 Consents and Approvals. Except where expressly provided as being in the discretion of a Party, where approval, acceptance, consent, or similar action by either Party is required under this Agreement or the applicable Statement of Work, such action shall not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, Cognizant and Client have caused this Agreement to be signed and delivered by their duly authorized officers, all as of the date first herein above written.

COGNIZANT WORLDWIDE LIMITED

CITY OF ESCONDIDO, CALIFORNIA

Signature: _____

Signature: _____

Print Name: _____

Print Name: Dane White _____

Title: _____

Title: Mayor

Signature: _____

Print Name: Michael McGuinness

Title: City Attorney

Solely for the purpose of acknowledging that CTS US may perform local services in the United States of America in accordance with Section 1.1:

COGNIZANT TECHNOLOGY SOLUTIONS U.S. CORPORATION

Signature: _____

Print Name: _____

Title: _____

EXHIBIT A

DATA PROTECTION AGREEMENT

This Data Protection Agreement (this "**DPA**"), is entered into by and between **Cognizant Worldwide Limited** (collectively with its Affiliates, "**Cognizant**") and **City of Escondido, California** ("**Client**") (each a "**Party**" and collectively, "**Parties**"), pursuant to the terms and conditions of the Master Services Agreement (the "**Agreement**") effective May 10, 2023 between the Parties.

General Data Protection Terms

1. Introduction.

1.1. **Order of Precedence.** This DPA is part of the Agreement, and the terms of this DPA are in addition to, and not in lieu of, the terms in the Agreement. Other than with respect to the limitations of liability set forth in the Agreement, which shall govern and control in all cases, the terms of this DPA shall prevail over any conflicting terms in the Agreement's other sections.

2. Definitions.

2.1. In this DPA:

- a. "**Access**" or "**Accessing**" means to access, view, alter, use, process, transfer, store, host, disclose, erase, destroy, or dispose of Protected Data, and includes any operation or set of operations performed upon Protected Data, whether or not by automated means.
- b. "**Applicable Laws**" means the privacy, data security, and data protection laws, directives, regulations, orders, and rules in the jurisdiction(s) applicable to the Cognizant and/or the Services provided under the Agreement.
- c. "**Applicable Standards**" means government standards, industry standards, and commercially reasonable practices related to privacy, data security or data protection that are applicable to Cognizant and the Services provided under the Agreement, or such other standards as otherwise agreed to by the Parties and specifically set forth in an applicable Statement of Work or other written agreement.
- d. "**Authorized Person(s)**" means the individual(s) to whom Client or Cognizant has granted Access to Protected Data.
- e. "**Employee Personal Data**" means the Personal Information of the personnel of Cognizant, Cognizant's Affiliates, or Cognizant subcontractors or other representatives.
- f. "**European Data Protection Legislation**" means: Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC ("**General Data Protection Regulation**"), including

- any applicable delegated acts adopted by the European Commission and any applicable national legislation made under or otherwise adopted by member states of the EEA (defined below), Switzerland, or the UK pursuant to specific rights or powers contained within the General Data Protection Regulation and all other applicable legislation in the EEA, Switzerland, and the UK relating to the protection of Personal Information.
- g. “**include**” or “**including**” means including but not limited to.
 - h. “**Personal Data**” means: any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.
 - i. “**Personal Information**” means: (i) information relating to an identified or identifiable individual in any form or medium; (ii) information related to an identified or identifiable individual that is protected under Applicable Law (including Personal Data); or (iii) information that is not specifically about an identified or identifiable individual but, when combined with other information, may identify an individual. In the event that the definition of Personal Information in this DPA is inconsistent with a definition of Personal Data, Personal Information, or similar concept under an Applicable Law, then the definition of such concept under the Applicable Law shall prevail solely to the extent of the inconsistency.
 - j. “**Protected Data**” means the Personal Information to which Client has granted Cognizant access for the performance of Cognizant’s obligations under the Agreement.
 - k. “**Security Incident**” means the unauthorized or unlawful destruction, loss, alteration, or disclosure of Protected Data caused by Cognizant’s breach of this DPA. Security Incidents will not include unsuccessful attempts to Access Protected Information or to interfere with system operations in an information system, such as “scans” or “pings” on a firewall.
 - l. “**Security Standards**” has the meaning set forth in Section 5 of this DPA.
- 2.2. All capitalized terms that are not expressly defined in this DPA will have the meaning given to them in the Agreement. All examples are illustrative and not the sole or exclusive examples of a particular concept.

3. General Obligations.

- 3.1. **Compliance**. Cognizant agrees that, during the period in which Cognizant has been given Access to Protected Data, it will comply with its obligations under Applicable Laws. Cognizant will provide commercially reasonable information, assistance, and cooperation regarding the processing of Personal Information as Client may reasonably require to enable Client to comply with Applicable Laws, including (when required by Applicable Laws) assisting Client (at Client’s expense) with its security, notification, communication, recordkeeping, and reporting obligations under Applicable Laws.

- 3.2. Purpose Limitation.** Cognizant agrees that it will Access Protected Data: (i) in accordance with the lawful, written instructions of Client (provided such instructions are reasonable and provided that Client shall be responsible for any material costs incurred by Cognizant in order to comply with such documented instructions); (ii) for the proper management and administration of Cognizant or to carry out Cognizant's legal responsibilities under Applicable Laws; and (iii) to fulfill its obligations under the Agreement and the relevant Statement(s) of Work.
- 3.3. International Transfers of Personal Information.** When applicable, and where required by Applicable Laws, the Parties agree to execute appropriate data transfer agreements to ensure the lawfulness of cross-border transfers of Personal Information.
- 3.4. Duty of Confidentiality.** Cognizant agrees that Authorized Persons to whom Cognizant has granted Access to Protected Information will be subject to a duty of confidentiality (whether such duty is contractual, statutory, or otherwise).
- 3.5. Individual Rights.** Cognizant will reasonably assist the Client to fulfill or resolve an individual's request for access to his or her Personal Information, including with respect to a request from a data subject to exercise any of his or her rights under Applicable Laws (including the rights of access, correction, blocking, objection, erasure and data portability, as applicable). If Cognizant receives such a request directly from the individual(s), Cognizant will promptly inform Client of the request.
- 3.6. Prohibited Personal Information.** Client will not provide Cognizant with Access to Personal Information that contains any special categories of Personal Data or information related to criminal convictions and offenses that are not expressly disclosed in the relevant SOW(s).

4. Obligations for Special Categories of Personal Information.

- 4.1. European Data Protection Requirements.** If Cognizant or a Cognizant Affiliate: (i) is established within the European Economic Area ("**EEA**"), Switzerland, or the UK and processes Personal Data of EEA or UK data subjects on behalf of Client or a Client Affiliate as part of the Services; (ii) processes Personal Data on behalf of a Client Affiliate established in the EEA, Switzerland, or the UK as part of the Services; or (iii) processes the Personal Data of data subjects located in the EEA, Switzerland, or the UK on behalf of the Client or a Client Affiliate as part of the Services, then the Parties will enter into additional EU-specific data privacy terms with respect to the Services that involve processing of such Personal Data.
- 4.2. HIPAA.** If and to the extent Cognizant has Access to Protected Health Information as defined at 45 C.F.R. §160.103 ("**PHI**") subject to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), then the Parties shall enter into a mutually agreeable Business Associate Agreement subject to the provisions of the Agreement.

5. Security Standards.

- 5.1. Minimum Security Standards.** Cognizant agrees to implement and maintain commercially reasonable and appropriate administrative, technical, organizational, and physical controls designed to provide a level of security appropriate to the risk and to protect the confidentiality, integrity, and availability of Protected Data ("**Security**").

Standards"), including: (i) controls designed to secure facilities, infrastructure, data centers, servers, hard copy files, systems, equipment, applications, and devices used to Access Protected Data, including controls to monitor, prevent, detect, and respond to Security Incidents; (ii) policies and practices limiting Access to Protected Data only to Authorized Persons; and (iii) procedures to regularly assess and evaluate the effectiveness of the Security Standards.

5.2. Training. Cognizant will provide privacy and security training for all Authorized Persons who Access Protected Data.

5.3. Client Responsibility for Employee Personal Data. To the extent that Client has Access to Employee Personal Data, Client shall implement and maintain, in compliance with Applicable laws, a data privacy and security program to protect Employee Personal Data to a standard materially the same as those required of Cognizant hereunder. Client shall collect only the minimum necessary amount of Employee Personal Data to comply with Client's obligations under Applicable Laws.

6. Return and Disposal of Protected Data. Upon the earlier of Client's written request or termination or expiration of the Agreement, Cognizant will securely destroy or, at Client's expense, return the Protected Data in accordance with Client's reasonable written instructions. Cognizant agrees to return or destroy Protected Data within ninety (90) days of receipt of Client's written request or expiration or termination of the Agreement, as applicable; provided, however, that Cognizant may retain copies of Protected Information that Cognizant is legally required to retain, subject to a continued obligation to hold the same in confidence in accordance with this Agreement.

7. Security Incident Response.

7.1. Security Incident Response Program. Cognizant will maintain an incident response program in compliance with Applicable Laws to respond to Security Incidents.

7.2. Notice, Investigation, and Remediation. In the event of a Security Incident, Cognizant will notify Client without undue delay (and in no event more than seventy-two (72) hours after confirmation of the Security Incident). This notification will include, to the extent know at the time notice is sent: (i) a description of the Security Incident; (ii) the categories and types of Protected Data affected; and (iii) if applicable, the categories and number of data subjects and individual records affected. Additionally, Cognizant will promptly investigate and remedy the Security Incident, take commercially reasonable steps to mitigate the effects of the Security Incident and to prevent further Security Incidents, and take other actions required of it by Applicable Laws.

7.3. No Unauthorized Statements. Except as required by Applicable Laws, neither Party will make public statements concerning a Security Incident that references or identifies either Party, unless both Parties have provided express written consent for any such statement prior to its release.

8. Change in Law. If an Applicable Law becomes effective after the execution of this DPA and is inconsistent with the terms of this DPA or otherwise requires the Parties to amend this DPA or change the Services, the Parties agree to enter into good faith negotiations to make required changes to the Security Standards, the Services, and/or to amend this DPA or the Agreement.

9. Survival. Cognizant’s obligations under this DPA will survive termination or expiration of the Agreement and/or completion of the Services solely to the extent Cognizant is required to Access Protected Data.

IN WITNESS WHEREOF, Cognizant and Client have caused this DPA to be signed and delivered by their duly authorized officers, all as of the date first herein above written.

COGNIZANT WORLDWIDE LIMITED

CITY OF ESCONDIDO, CALIFORNIA

Signature: _____

Signature: _____

Print Name: _____

Print Name: Dane White _____

Title: _____

Title: Mayor

Approved as to Form:
Office of the City Attorney
Michael R. McGuinness, City Attorney

Signature: _____

Print Name: Elyse E. Dayrit

Prepared For:
City of Escondido, California

Statement of Work Workday Deployment Services



**COLLABORATIVE
SOLUTIONS**
a cognizant company

Preparation Date: April 12, 2023

**STATEMENT OF WORK
 FOR
 WORKDAY DEPLOYMENT SERVICES**

This Statement of Work (“SOW”) is made effective on the 30th day of May 2023 (the “SOW Effective Date”) by and between City of Escondido, California (“Client”), having its principal place of business at 201 North Broadway, Escondido, CA 92025 and Collaborative Solutions, LLC, a limited liability company (“CSLLC”), an Affiliate of Cognizant Worldwide Limited (“Cognizant”), having its principal place of business at 11190 Sunrise Valley Drive, Suite 110, Reston, VA 20191 for Services scheduled to begin on May 30, 2023 (“Start Date”) and expected to end on July 26, 2024.

This SOW, together with the Agreement, sets out the terms pursuant to which CSLLC will provide certain Services, as further described below. This SOW is being entered into in connection with and subject to the terms and conditions contained in the Master Services Agreement by and between Cognizant and Client dated as of _____ (the “Agreement”). All capitalized terms used herein that are not otherwise defined shall have the same meaning as ascribed to such terms in the Agreement.

1.0 Scope of Work (“Scope”)

The Scope set out below describes the limits of the implementation in terms of organization, functionality, data conversion, integrations, reports, change management, and training which will be a part of the project.

1.1 Strategy Scope – Strategic Implementation Planning:

CSLLC will perform a strategic implementation planning engagement over a period of six (6) working weeks in support of the pre-implementation planning activities of the Client. This project shall be performed by a team including CSLLC strategy & transformation consultants along with input from Client Human Resources (“HR”), Finance, Payroll and Information Systems (“IS”) representatives.

CSLLC will facilitate strategy workshops around the key areas of: leadership alignment, strategic readiness, and experience design. CSLLC will engage with Client to create a foundation of the future state of HR and finance processes, technology, and operating model to align with Client organizational goals and Workday functionality as indicated in the table below.

Strategy Area	Strategy Scope
Leadership Alignment	Strategy map <ul style="list-style-type: none"> ● Vision ● Guiding principles ● Goals and objectives ● Value proposition ● Success metrics Project governance <ul style="list-style-type: none"> ● Roles and responsibilities ● Decision making and escalation authority

Strategy Area	Strategy Scope
Strategic Readiness	<ul style="list-style-type: none"> • Data conversion strategy • Foundation data concepts • Workday technology overview

Final Review Meeting and Executive Readout

- Conduct a two (2) hour executive presentation with Client leadership and Subject Matter Experts (“SMEs”) to present a summary of work completed.

Deliverables:

- Strategy map with defined vision, guiding principles, goals & objectives, value statements, and success metrics
- Project governance model with defined roles & responsibilities including cadence, decision making authority and escalation process
- Strategic readiness facilitation documents and decision/action items documented in a Risks, Assumptions, Issues, and Dependencies (RAID) log

1.2 Organization Scope

1.2.1 Person Population

Population Type	Count
Active Employees	Up to one thousand (1,000)
Contingent Workers	Up to two hundred (200)
Terminated Workers	Active in 2024
Retirees	Up to two hundred (200)

Region	Countries
Americas	United States of America

1.2.2 **Language:** All communication, documentation, materials, data and Deliverables will be in United States English.

1.2.3 **Currency:** United States Dollars (“USD”).

1.2.4 **Security:** Single sign-on and activation of Workday Factory delivered security groups.

1.3 Functionality Scope

Reference only – Workday Stock Keeping Units (“SKUs”) contracted for Client

Subscription Rights Table

SKU	Service
PLNF	Financial Planning
PPLA	People Analytics*
TLO	Talent Optimization
CHCM	Core Human Capital Management
CCB	Cloud Connect for Benefits
USP**	Payroll for United States
LRN	Learning
MCNF	Media Cloud - No Fee
REC	Recruiting
GM	Grants Management
PRJT	Projects
PRO	Procurement
MSG	Messaging
CCLRN	Cloud Connect for Learning *
HLP	Help
JRNY	Journeys
SRCESS	Strategic Sourcing Essentials
CE	Candidate Engagement *
EMPVCE	Peakon Employee Voice *
EXP	Expenses
FIN	Core Financials
TT	Time Tracking
PRA	Prism Analytics Enterprise

*These SKUs were sold by Workday but are not in Scope for this SOW.

The following functional areas will be configured within the Workday application. This project is being deployed using CSLLC's Cynergy methodology.

Functional Area	Workday SKU(s)	Location Scope
Human Capital Management ("HCM"): Core	CHCM	United States of America
Compensation: Core	CHCM	United States of America
Benefits	CHCM, CCB	United States of America
Talent & Performance Management	TLO	United States of America
Recruiting (including Messaging)	REC, MSG	United States of America
Learning Management	LRN, MCNF	United States of America
Absence Management	CHCM	United States of America
Time Tracking	TT	United States of America
Payroll	USP	United States of America
Core Financial Management, Accounting, and Finance	FIN	United States of America
Financial Accounting	FIN	United States of America
Banking and Settlement	FIN	United States of America
Procurement	PRO	United States of America

Functional Area	Workday SKU(s)	Location Scope
Strategic Sourcing	SRCESS	United States of America
Budgets	FIN	United States of America
Supplier Accounts	FIN	United States of America
Business Assets	FIN	United States of America
Expenses	EXP	United States of America
Revenue Management (Customer Accounts)	FIN	United States of America
Planning	PLNF	United States of America
Project and Work Management	PRJT	United States of America
Grants Management	GM	United States of America
Prism	PRA	United States of America
People Experience (Help & Journeys)	HLP, JRNY	United States of America
Mobile Solutions	Workday standard functionality	United States of America
Employee Self-Service	Workday standard functionality	United States of America
Manager Self-Service	Workday standard functionality	United States of America

Configuration of the functional areas above will be limited to the functionality Scope contained in Appendix D of this SOW.

1.4 Prism Use Case(s)

The Prism use cases(s) detailed in Appendix B are included in the Scope of this SOW.

1.5 Data Conversion Scope

Four (4) tenant builds are included in the Scope of this SOW. Data from Client’s copy of current Production systems will be converted into Workday during each of the conversion cycles without data scrambling or masking. Data scrambling or masking is not included in the Scope of this SOW, with the exception of email addresses for all person types which will be masked until the gold/pre-Production build. The tenant builds for this SOW include:

- Foundation tenant becomes the configuration tenant (the configuration tenant consists of up to three (3) Workset data loads)
- End-to-End tenant
- Parallel tenant
- Gold/pre-Production tenant

The data conversion Scope is further detailed in Appendix E. Cynergy data validation reports will be provided as a starting point for data conversion files. Minor modifications will be necessary for Client specific requirements of additional data points; however, any additional changes to the delivered validation reports are considered out-of-Scope.

1.6 Interfaces/Integrations Scope

The integrations listed in Appendix B are included in the Scope of the project. Below is a summary of the integration counts.

Integrations	Owner	Cloud Connect	Enterprise Interface Builder/Document Transformation Service	Workday Studio	Other
	CSLLC	Twenty-five (25)	Five (5)	Twenty (20)	Five (5)
	Client	Zero (0)	Twelve (12)	Zero (0)	Zero (0)

1.7 Report Scope

All Workday delivered standard reports associated with the Scope listed in Section 1.2 are included in the Scope of the project. CSLLC has included up to one hundred twenty (120) hours of assistance for additional custom reporting support as part of CSLLC’s estimate. Any hours identified for custom reporting support are inclusive of design discussions, requirements gathering, development and Knowledge Transfer (“KT”).

Any specific custom reports listed in Appendix B are included in the Scope of the project.

1.8 End User Organizational Change & Training (“OC&T”) Scope

As they relate to the applications, areas, and events specified in Sections 1.2 and 1.3 above, CSLLC will complete OC&T management Services. The specific OC&T management Services and tasks to be performed by CSLLC and the Client are detailed in Section 2.0 below. All OC&T activities, communication, materials, and Deliverables will be conducted and/or produced in English.

2.0 Services and Responsibilities

This section identifies the Services to be performed by CSLLC and the Responsibilities of the Client.

Stage	CSLLC Services	Client Responsibilities
Strategy	<ul style="list-style-type: none"> Assemble the CSLLC project team for Strategy Conduct Strategy planning sessions for this stage Schedule Strategy meetings and status reporting Participate in weekly project meetings Jointly schedule Strategy workshops Conduct Strategy workshops Create the executive presentation summary of Strategy findings and recommendations Conduct leadership meetings to align on project approach, resource requirements and expectations, future 	<ul style="list-style-type: none"> Assemble the Client project team Identify stakeholders, sponsors, and super users Participate in Strategy planning sessions for this stage Jointly schedule Strategy meetings and status reporting Participate in weekly project meetings Jointly schedule Strategy workshops Participate in Strategy workshops Provide interface requirements and existing architecture Begin Workday training Provide plan and policy documents

Stage	CSLLC Services	Client Responsibilities
	<p>vision and key changes and potential impacts</p> <ul style="list-style-type: none"> • Provide stage sign-off document 	<ul style="list-style-type: none"> • Identify initial risks and recommendations to reduce risk • Sign off on stage
Plan	<ul style="list-style-type: none"> • Assemble the CSLLC project team • Deliver discovery templates (deployment discovery questionnaire, integration discovery) • Create integrations discovery list • Create the integration tracker • Conduct functional and technical project planning sessions • Create the project charter • Create the project plan • Identify initial risks and recommendations to reduce risk • Schedule recurring project meetings and status reporting • Create baseline tenant management plan • Provide the data-gathering workbook for the foundation tenant • Provide the sample data conversion and validation strategy template; advise on development of the data conversion strategy and plan • Provide design document templates • Jointly schedule architect workshops (SMEs planning for design) • The CSLLC project team will coordinate project preparation and kickoff • Create the executive presentation for project kickoff meeting • Participate and support the project kickoff meeting • Conduct Foundation Data Model ("FDM") alignment Sessions • Complete conceptual overview session • Provide test strategy sample template; advise on development of the test strategy • Work with Client to set up CSLLC's secure transfer site for sharing confidential/private employee data • Provide Client access to CSLLC's Knowledge Depot 	<ul style="list-style-type: none"> • Identify and provide project team and project SMEs • Participate in functional and technical planning sessions • Provide input into the project charter • Provide input into the project plan • Approve and sign off on project charter and project plan • Provide interface requirements and existing sample files • Notify third-party vendors for integrations and obtain consensus on project timelines • Provide third-party vendors contact information and confirm third-party vendors agree to project timeline • Provide the completed discovery templates • Identify initial risks and recommendations to reduce risk • Lead development of the data conversion strategy and plan • Jointly schedule architect workshops (SMEs planning for design) • Complete Workday training including integration and functional training • Lead project kickoff meeting • Participate in FDM Sessions • Provide plan and policy documents • Receive access to CSLLC's Knowledge Depot • Lead development of test strategy • Work with CSLLC to set up CSLLC's secure transfer site for sharing confidential/private employee data • Provide implementation tenant for exclusive use in this project • Provide Client personal data/personally identifiable information for build of foundation tenant and submit to CSLLC's secure transfer site

Stage	CSLLC Services	Client Responsibilities
	<ul style="list-style-type: none"> • Build foundation tenant/Copy Production tenant to configuration tenant • Provide exception reports/issues log from tenant build • Deliver Cynergy tenant validation reports and support validation efforts of foundation tenant • Provide stage sign-off document 	<ul style="list-style-type: none"> • Review and resolve issues from exception reports • Validate foundation tenant build • Sign off on stage
Architect & Configure	<ul style="list-style-type: none"> • Manage the project plan • Conduct weekly one (1) hour project meeting; co-lead steering committee meetings • Conduct weekly workstream meetings; up to one (1) hour • Conduct iterative Workset design and playback workshops • Develop the CSLLC assigned integration design approach documents; advise Client on development of design approach documents for Client assigned integrations • Deliver the initial functional design documentation for sign off • Assist with questions regarding mapping of data to Workday data model • Build configuration tenant • Provide exception reports/issues log from tenant build • Deliver Cynergy tenant validation reports and support validation efforts of configuration tenant • Provide baseline End-to-End Test scenarios to Client for review and use determination • Conduct smoke test for configuration tenant • Begin functional KT process during configuration tenant smoke testing • Jointly conduct Workday Customer Confirmation Sessions (“CCS”) • Develop CSLLC assigned integrations • Conduct smoke testing of integrations developed by CSLLC 	<ul style="list-style-type: none"> • Provide input to the project plan • Participate in weekly project meetings and workstream meetings; co-lead steering committee meetings • Provide project SMEs for iterative Workset design and playback workshops • Participate in iterative Workset design and playback workshops • Assist in clarifying configuration requirements • Conduct integrations architect workshop for Client assigned integrations • Develop Client assigned integration design approach documents • Review and sign off on functional design documents • Agree to the integration design approach for each integration (after design approach review session) • Finalize data conversion strategy and plan • Update data-gathering workbooks for configuration tenant • Update data-gathering workbooks for End-to-End tenant • Develop extract scripts and provide validated extract data from legacy system(s) into a single set of data into the CSLLC prescribed data conversion templates for load to the Workday platform for the configuration tenant • Provide Client personal data/personally identifiable information for configuration tenant and submit to CSLLC’s secure transfer site

Stage	CSLLC Services	Client Responsibilities
	<ul style="list-style-type: none"> • Create integration operations instruction guides for CSLLC assigned integrations • Update functional design documents • Provide smoke test scenarios from architect workshops and advise on Client defined test scenarios • Provide input on test management processes and tools including defect management, status tracking/reporting and daily test status meetings • Review Client defined test scenarios for End-to-End • Design, develop and smoke test CSLLC assigned reports • Transition ownership of final CSLLC maintained design workbooks to Client at the end of this stage • Assist with questions regarding mapping of data to Workday data model • Build of End-to-End tenant • Provide exception reports/issues log from End-to-End tenant build • Deliver Cynergy tenant validation reports and support validation efforts of End-to-End tenant • Provide stage sign-off document 	<ul style="list-style-type: none"> • Validate configuration tenant build • Review and resolve issues from exception reports • Review existing reports and confirm which Workday report will meet these needs and identify any necessary custom reports as part of the Architect & Configure stage • Finalize test strategy • Develop catch-up data transaction entry approach • Define and document test plan and test scenarios (End-to-End and Regression) • Jointly conduct CCS • Develop Client assigned integrations • Conduct Workset configuration validation testing • Conduct Unit Testing of configuration • Conduct smoke testing of integrations developed by Client • Create integration operations guides for all Client assigned integrations • Review integration smoke test results and final integration design in order to provide sign-off of integrations ready for End-to-End Testing • Participate in functional KT during configuration tenant Unit Testing • Define and implement test management processes and tools including defect management, status tracking/reporting and daily test status meetings • Develop comprehensive cross-functional scenarios from smoke and/or End-to-End Test scenarios provided by CSLLC • Review and finalize test scenarios, test scenario assignments and detailed daily test plan • Train and prepare testers for testing • Develop material to be presented at the Test kickoff meeting • Design, develop and Unit Test Client assigned reports

Stage	CSLLC Services	Client Responsibilities
		<ul style="list-style-type: none"> • Sign off on functional design documents • Develop extract scripts and provide validated extract data from legacy system(s) into a single set of data into the CSLLC prescribed data conversion templates for load to the Workday platform for the End-to-End tenant • Provide Client personal data/personally identifiable information for End-to-End tenant and submit to CSLLC's secure transfer site • Validate End-to-End tenant build • Review and resolve issues from exception reports • Sign off on stage
<p>Test</p>	<ul style="list-style-type: none"> • Manage the project plan • Conduct weekly one (1) hour project meeting; co-lead steering committee meetings • Conduct weekly workstream meetings up to one (1) hour • Participate in Test kickoff session • Conduct up to one (1) hour navigation review per workstream, at start of test cycle • Create integrations schedule recurrence tracker • Support integration defect resolution for CSLLC assigned integrations • Provide functioning CSLLC assigned interfaces per the test plan • Coordinate the first Workday product release during the project along with KT for the Client to manage subsequent updates • Partner with Client on finalizing Parallel Test strategy and success criteria to meet Workday Delivery Assurance standards • Participate in one (1) thirty (30) minute daily End-to-End or Parallel Test status meeting, limited to one (1) CSLLC functional workstream consultant and one (1) CSLLC integration consultant, if applicable for workstreams where there is an open issue 	<ul style="list-style-type: none"> • Provide input to the project plan • Participate in weekly project meetings and workstream meetings; co-lead steering committee meetings • Lead Test kickoff session • Lead daily End-to-End and Parallel Test meetings • Execute all test scenarios (End-to-End, User Acceptance and Regression) and provide test management (e.g., testing coordination, compiling scenarios, reporting metrics, etc.) • Resolve Client assigned test incidents • Support integration defect resolution for Client assigned integrations • Provide functioning Client assigned interfaces per the test plan • Client SMEs to participate in KT meetings • Develop subset or supplemental scenarios for additional testing during Test stage • Plan and execute performance testing if required by Workday • Update system configuration as required • Update design documentation (as required by internal Audit team) • Participate in the first Workday product release during the project; coordinate

Stage	CSLLC Services	Client Responsibilities
	<ul style="list-style-type: none"> • Conduct up to five (5) one (1) hour KT meetings, per workstream • Resolve CSLLC assigned test defects; advise Client in resolution of Client assigned test defects • Support Client led End-to-End issue resolution up to five (5) hours per week per workstream • Assist with questions regarding mapping of data to Workday data model • Build of parallel tenant • Provide exception reports/issues log from parallel tenant build • Deliver Cynergy tenant validation reports and support validation efforts of parallel tenant • Support execution of two (2) payroll parallel cycles per Client defined Parallel Test management strategy and success criteria • Setup parallel CSLLC's ImPaCT tool in preparation of Parallel Testing using Client provided legacy payroll data files in CSLLC's designated format • Provide parallel variance reports utilizing CSLLC's ImPaCT tool and assist with questions related to variance analysis • Provide sample deployment cutover plan, advise Client in developing detailed cutover plan • Provide KT workbook for sign off • Provide stage sign-off document 	<p>activities related to subsequent updates</p> <ul style="list-style-type: none"> • Complete test of extraction and load process for catch-up data transaction entry • Develop extract scripts and provide validated extract data from legacy system(s) into one (1) set of data into the CSLLC prescribed data conversion templates for load to the Workday platform for the parallel tenant • Provide Client personal data/personally identifiable information for parallel tenant and submit to CSLLC's secure transfer site • Validate parallel tenant build • Review and resolve issues from exception reports • Complete catch-up data transaction entry for parallel • Execute two (2) payroll parallel cycles per Client defined Parallel Test management strategy and success criteria • Provide legacy payroll data files in CSLLC's designated format in preparation for Parallel Testing and use of CSLLC's ImPaCT tool • Develop and provide any executive summaries for parallel reporting to the project leadership team • Manage and sign off on all test results (End-to-End, Parallel, and Regression) • Develop deployment cutover plan • Complete and sign off on the KT workbook • Sign off on stage
<p>Deploy</p>	<ul style="list-style-type: none"> • Manage the project plan • Conduct weekly one (1) hour project meeting; co-lead steering committee meetings • Conduct weekly workstream meetings up to one (1) hour • Provide the Workday Go-Live Checklist and Move-to-Production Authorization 	<ul style="list-style-type: none"> • Provide input to the project plan • Participate in weekly project meetings; conduct steering committee meetings • Manage and execute to the Deploy cutover plan • Provide validated extract data from legacy system(s) into a single set of data into the CSLLC prescribed data conversion templates for load to the

Stage	CSLLC Services	Client Responsibilities
	<ul style="list-style-type: none"> • Schedule and conduct final Workday Delivery Assurance reviews • Update integration schedule and recurrences tracker • Assist with questions regarding mapping of data to Workday data model • Build of gold/pre-Production tenant • Provide exception reports/issues log from gold/pre-Production tenant build • Deliver Cynergy tenant validation reports and support validation efforts of gold/pre-Production tenant • Verify migration of CSLLC assigned integrations • Schedule integrations according to the integrations schedule recurrence tracker • Schedule the transition to Production support meeting with Client (held after Move-to-Production) • Jointly complete the Workday Go-Live announcement • Provide stage sign-off document 	<p>Workday platform for the gold/pre-Production tenant</p> <ul style="list-style-type: none"> • Provide Client personal data/personally identifiable information for gold/pre-Production tenant and submit to CSLLC's secure transfer site • Validate gold/pre-Production tenant build • Review and resolve issues from exception reports • Provide required sign off for sandbox configuration migration to Production • Verify migration of Client assigned integrations • Jointly complete the Workday Go-Live announcement • Approve and sign off on the Workday Go-Live Checklist and Move-to-Production Authorization • Create and distribute the Workday Go-Live announcement • Sign off on stage
Post-Production support	<ul style="list-style-type: none"> • Provide standby support after the Move-to-Production as defined by the number of weeks in the timeline outlined in Section 3.3 • Conduct KT sessions for CSLLC developed integrations • Conduct payroll support • Conduct support for first financial period close • Provide stage sign-off document 	<ul style="list-style-type: none"> • Complete catch-up data transaction entry • Staff and manage help desk • Make any updates to Production • Sign off on stage

OC&T Services

	CSLLC Services	Client Responsibilities
Strategy	<ul style="list-style-type: none"> • Conduct persona workshop to review standard persona cards for the following four (4) areas (as reflected in project Scope): <ul style="list-style-type: none"> ○ Employee ○ Manager ○ HR partner 	<ul style="list-style-type: none"> • Provide organizational change counterpart to regularly interface with CSLLC's OC&T team • Participate in persona workshop • Update standard persona cards following persona workshop

	CSLLC Services	Client Responsibilities
	<ul style="list-style-type: none"> ○ Cost center manager ● Attend key Strategy sessions to collect initial change impacts ● Develop preliminary change impact analysis to reflect information from key Strategy sessions 	<ul style="list-style-type: none"> ● Provide input on the preliminary change impact analysis ● Provide stage signoff
Organizational Change Management	<ul style="list-style-type: none"> ● Provide all change management tools and templates ● Attend and participate in the project kickoff meeting ● Develop preliminary OC&T project plan ● Conduct OC&T kickoff and architect workshop ● Facilitate weekly workstream meetings for on-going support and guidance on usage of tools and templates, for the duration of the project. ● Advise on stakeholder identification ● Advise on organizational change strategy ● Co-develop change impact analysis through Architect & Configure stage ● Advise on change impact executive summary ● Develop initial communication plan ● Support development of communications up to eighty (80) hours of effort ● Configure tenant and mobile branding (tenant and mobile logo, banner, and application color palette) ● Develop and analyze up to three (3) organizational and individual readiness assessments ● Develop and implement sustainment plan 	<ul style="list-style-type: none"> ● Provide input and approval of all facets of the change management strategy and timeline ● Participate in OC&T kickoff and architect workshop ● Identify stakeholders, sponsors and change champions ● Provide OC&T resources to attend and engage in functional alignment workshops ● Co-develop change impact analysis through Architect & Configure stage; maintain change impact analysis starting in the Test stage ● Conduct stakeholder and organizational readiness assessments ● Develop and maintain change champion network ● Lead and execute user experience testing sessions ● Provide input on initial communication plan; maintain communication plan starting in the Test stage ● Develop and deliver end user communications beyond CSLLC's effort ● Provide any necessary translations ● Provide input on tenant and mobile branding strategy ● Provide input on organizational and stakeholder and readiness assessments
End User Training	<ul style="list-style-type: none"> ● Develop training needs assessment and training curriculum plan ● Provide access to all job aids for functional areas in Scope 	<ul style="list-style-type: none"> ● Provide input on training tenant strategy ● Review and approve the training needs assessment and training curriculum plan

	CSLLC Services	Client Responsibilities
	<ul style="list-style-type: none"> Develop content and deliver training for up to four (4) instructor-led training courses including PowerPoint presentations and practice activities Customize user guides for Client specific tenant configuration, up to fifty (50) hours Prepare training tenant for end-user training, up to eighty (80) hours Configure in-system guidance, up to twenty-five (25) hours 	<ul style="list-style-type: none"> Develop and deliver end user training, beyond CSLLC’s effort as detailed in the training curriculum plan Customize job aids beyond CSLLC’s effort Prepare training tenant beyond CSLLC’s effort Provide input on in-system guidance strategy, including specific policy information

3.0 Project Approach

3.1 Methodology

The implementation will be completed by following CSLLC’s Cynergy methodology which consists of the following stages: Plan, Architect & Configure, Test, and Deploy. The specific tasks and durations to complete these tasks will be detailed in the project plan, project charter and project schedule which are to be developed jointly by the CSLLC Engagement Manager (“CSLLC EM”) and the Client Project Manager.

3.2 Governance

Project Management

In the Plan stage of the project, the CSLLC EM will work with the Client Project Manager to develop a detailed project plan to be used to maintain project tasks and timelines. A project charter will be created to guide the team in maintaining Scope and project objectives. The project charter will also define the path of issue escalation.

Finalization of the Scope, as determined during the Plan and Architect & Configure stages, may require the project team to revise the estimates and resource requirements for the remaining stages of the project.

Change Control Process

Any additional or modified Scope of Services shall be documented in a separate written and fully executed Project Change Order form (“Change Order”) using the template set forth in Appendix C. Such form shall include the written approval of an authorized representative of Client before CSLLC will begin any additional work or incur any charges or fees outside the Scope of this SOW. Client and CSLLC agree to the following Change Control Process:

- **Step 1:** CSLLC will prepare a description of the necessary change including Scope, process, cost, impact to timeline, and impact to resources along with a list of alternative solutions.
- **Step 2:** The Client Project Manager will review and approve or reject within his or her authority or escalate to the executive sponsor for review and approval or rejection.

- **Step 3:** Client will review and approve or deny the request for the additional or modified Services within three (3) business days so as not to cause any unnecessary delay in the project timeline.
- **Step 4:** Any approved additions or modifications to the Scope of Services will be documented pursuant to a Change Order and become an addendum to this SOW.

Status Reporting

During the Plan stage of the project, the CSLLC EM will coordinate with the Client Project Manager to establish a set of regularly scheduled meetings to present project status and risks. These will include, but are not limited to, a monthly steering committee meeting, a weekly project core team status meeting, weekly workstream meetings, a weekly project management meeting, and additional meetings, as needed. The CSLLC EM will report out at the steering committee and team status meetings on the status, activities, issues and other relevant project information.

The monthly steering committee meeting will include a review of the project timeline and status, accomplishments to date, upcoming project activities and Milestones, review of issues and risks requiring action from the steering committee members, potential changes to Scope and a review of the financials of the project. The steering committee will include a readout by the CSLLC EM on the state of the project; participation may be in person or remote.

A weekly Status Meeting will be held with the core team and the Client Project Manager to assess recent accomplishments, issues, risk factors and to ensure that the work planned for the next two (2) weeks is properly resourced. Risk factors and roadblocks will be assessed and either resolved or escalated. In addition to these meetings, meetings with functional teams will be scheduled to review and resolve any open issues.

All meeting agendas, status reports, steering committee presentations, issues log, project plan and the project charter will be stored on the project collaboration site as referenced in Section 4.0 Assumptions & Dependencies.

Knowledge Transfer

Over the course of the project, CSLLC will conduct functional and technical KT through iterative Workset design and playback sessions, CCS, weekly workstream meetings and during the Test stage. Additional KT will occur during the Post-Production stage as needed. To formalize KT, CSLLC will complete and require sign off by the Client of the KT workbook. CSLLC and Client will utilize the KT workbook to track progress and topics during each stage. Client will have access to the Knowledge Depot to review available video content for the functionality which is in Scope during the Term of this SOW. Video content only will reside within the provided SharePoint folder(s) and Client acknowledges that such video content will not be downloaded locally. If Client requires additional KT, this may result in a Change Order. Process documentation (e.g., operational guides and process flow diagrams) is not in Scope for KT, with the exception of the integrations operations guide for CSLLC owned integrations.

3.3 Projected Schedule

The time required to complete the project is based on the contents of this SOW. Unless otherwise mutually agreed upon, Services under this SOW are expected to commence ten (10) business days from the date of execution by the Client and CSLLC. The estimated duration and

estimated start dates of each project stage are listed below, pending execution of this SOW and availability of Client resources and training. The Client payroll schedule may require an adjustment on the estimated start date for the Deploy and Post-Production stages. If the Client payroll schedule requires an adjustment, the number of weeks defined in the timeline below will determine the new stage start and end dates for the Deploy and Post-Production stages.

Client resources will attend Workday fundamentals training for the functional areas in Scope prior to the start of the Architect & Configure stage, and Client resources which are assigned to design/build integrations (as indicated in the integrations Scope) will complete the required Workday training (report writing, calculated fields, and integration-related classes) prior to the start of the Architect & Configure stage. If training is not attended, this could result in a significant impact to the time and cost of the project.

The project will be completed in one (1) phase – as presented below. The timeline for the project is as follows:

Project Timeline								
	Strategy	Plan	Architect & Configure	Test	Parallel	Deploy	Post Production	Total Weeks
Weeks	6	6	23	11	6	5	6	61
Start	5/30/2023	6/26/2023	8/7/2023	1/15/2024	4/1/2024	5/13/2024	6/17/2024	
Finish	7/7/2023	8/4/2023	1/12/2024	3/29/2024	5/10/2024	6/14/2024	7/26/2024	

Note:

- This project runs for sixty-one (61) weeks as the Strategy and Plan stages overlap by two (2) weeks.
- The timeline listed above includes holiday breaks from November 20, 2023 through November 24, 2023, and December 25, 2023 through January 12, 2024, during which it is expected that Services provided by CSLLC may be reduced.
- Integrations will be developed based on a timeline dependent on the batches defined in the integrations planning sessions and third-party vendor availability.
- Functional architect hours are assumed to be heavier in the Architect & Configure stage and will reduce to high level oversight following CCS.

3.4 Resources

The following resources and hours are planned for the Project.

CSLLC Estimated Level of Effort

CSLLC’s level of effort estimated by phase and stage is as follows:

CSLLC						Go-Live		
	Strategy	Plan	Architect & Configure	Test	Parallel	Deploy	Post Production	Total Weeks
Weeks	6	6	23	11	6	5	6	61
Portfolio Director	0	12	46	22	12	10	14	116
Engagement Manager	0	118	452	216	118	98	118	1,120
Project Associate	0	22	84	40	22	18	22	208
Strategy	185	23	62	0	0	0	0	270
Change Management & Training	0	58	373	179	97	81	50	838
HCM Functional Architect	0	24	158	22	12	10	0	226
Absence Management	0	25	161	68	12	21	13	300
Benefits	0	69	358	95	17	29	18	586
HCM Core	0	66	407	135	29	55	30	722
Compensation Core	0	29	181	60	13	25	13	321
Learning	0	33	172	46	8	14	9	282
Payroll	0	72	588	264	168	80	48	1,220
People Experience	0	49	253	67	12	20	13	414
Recruiting	0	46	290	98	22	41	22	519
Talent Management	0	37	193	52	9	16	10	317
Time Tracking	0	33	214	90	49	27	17	430
Financials Functional Architect	0	43	279	39	21	18	0	400
Banking and Settlement	0	25	161	68	12	21	13	300
Budgets	0	17	108	46	8	14	7	200
Business Assets	0	21	134	57	10	17	11	250
Customer Accounts	0	17	108	46	8	14	7	200
Expense Management	0	21	134	57	10	17	11	250
Financial Accounting	0	50	323	137	25	41	24	600
Grants Management	0	25	161	68	12	21	13	300
Planning	0	58	377	159	29	48	29	700
Procurement	0	49	199	91	13	31	17	400
Projects	0	19	121	51	9	16	9	225
Supplier Accounts	0	33	215	91	17	28	16	400
Strategic Sourcing	0	24	276	110	24	30	20	484
Reporting	0	6	43	41	11	9	10	120
Prism	0	4	46	167	91	76	31	415
Data Conversion	0	23	173	83	23	38	20	360
Integrations	0	92	2,686	866	267	81	78	4,070
Total Est. Hours	185	1,243	9,536	3,631	1,190	1,065	713	17,563

For a definition of Client roles and responsibilities assigned to the project, see Appendix A.

4.0 Assumptions & Dependencies

The Services, labor estimates, and Pricing presented in this SOW are dependent on the following assumptions being true. Pricing, terms and conditions herein are effective only upon execution of this SOW by both Parties. CSLLC reserves the right to alter any pricing, terms and conditions prior to the execution of this SOW.

Client will:

- a. Timely complete each item listed as a Client Responsibility in Section 2.0.
- b. Have the necessary project and executive management support to review and make timely decisions as well as coordinate the activities of this project with other Client projects which may be occurring simultaneously. This includes gathering any necessary approvals from governing bodies, such as a works council, needed to proceed with the project.

- c. Have the necessary resources available in each stage, according to how they are identified in the staffing and project plans. Resources will be empowered and capable of making decisions on behalf of the Client. Resources will include, but are not to be limited to, functional and technical leads, and applicable business process and SMEs. If resource and/or priority conflicts occur, they will be discussed and resolved with the project steering committee.
- d. If CSLLC is able to travel in accordance with its internal policies and procedures, Client will provide the necessary hardware for the deployment, a desk, access to office space, and an internet connection.
- e. Provide all required technology needs, connectivity, and network access to all relevant Client applications necessary for the deployment. The CSLLC consultants will have access to software including security rights and passwords where required in order to complete the deployment. CSLLC resources will provide their own laptops. If Client owned laptops or virtual machines are required to be used, this may result in a Change Order.
- f. Be responsible for workstation compliance to Workday's minimum requirements. Client has determined their technical needs will be met, and internal systems and policies, as well as third-party vendors, are compatible with Workday. Any technical issues which may arise during implementation are to be resolved by Client.
- g. Lead the coordination with any Client's third-party vendor involvement required to complete the Services. Client understands that some of their third-party vendors may charge fees for the completion of Services and such fees are the sole responsibility of Client.
- h. Unless otherwise agreed by CSLLC's internal security organization, the Client shall use CSLLC's secure transfer site for the secure exchange of sensitive employee data with the CSLLC support personnel. Client will agree to limit use for data conversion or production support purposes only for the duration of the activities required. CSLLC will inactivate the secure transfer site within thirty (30) days after the support activities are completed. Client will not use CSLLC's site for the transmission of any integration files for third-party vendors. CSLLC is not responsible for back up, archiving, or maintenance of files stored on the secure transfer site. In the event CSLLC utilizes its internal "Daytona" tool for data conversion ("Daytona"), Daytona and all of its components must be installed on the CSLLC secure cloud server and utilized solely within CSLLC's secure transfer site. Further, Daytona IP addresses must be added to the tenant whitelist. Daytona uses its own implementer account that must be excluded from multi-factor authentication.
- i. Use CSLLC provided central repository solution for non-sensitive project document sharing and CSLLC's secure transfer site for the secure exchange of sensitive Client employee data with the CSLLC project team.
- j. Be responsible for any job catalog and/or compensation restructuring efforts, with initial draft of restructure completed by the start of the Architect & Configure stage and completed by the start of the Test stage.
- k. Seek to minimize the amount of plan and/or Client changes during the course of the project, with any changes finalized by the end of the Architect & Configure stage. If CSLLC needs assistance with the minimization of project impacts, this may result in a Change Order.
- l. Perform all of the Client responsibilities in the stages identified, and per the project plan including but not limited to sign off at the completion of each stage, provision of data files, provision of test scenarios, execution of test scenarios and integration testing.
- m. Be solely responsible for testing and any Move-to-Production activities, which shall include configuration, business processes, data, reports and integrations. Client will provide written acceptance of test results to CSLLC prior to any Move-to-Production.

- n. In the event CSLLC is required to assist Client with Move-to-Production activities, Client will provide written approval if CSLLC's assistance is required during Client's Move-to-Production activities. Upon completion of Move-to-Production activities, Client will verify Production results and shall be solely responsible for Production accuracy. Client shall provide written acceptance to CSLLC after such Move-to-Production activities have been completed.
- o. Adhere to the outlined meeting schedules defined in the Section 2.0 Services and Responsibilities table; any variation could result in an impact to cost and timeline.
- p. Coordinate participation from key stakeholders and project team to attend a single CSLLC led architect workshop and CCS per functional area. If additional workshops or sessions are needed, the Client Project Manager will work with the CSLLC EM to determine impact to project effort and timeline.
- q. Use CSLLC templates. If the Client requires CSLLC to utilize Client specific/owned templates, the Client Project Manager will work with the CSLLC EM to determine impact to project effort.
- r. Use the Client's "Teamwork" subscription for Client-side task tracking. Any other tools the Client requires CSLLC to utilize, the Client Project Manager will work with the CSLLC EM to determine impact to project effort.
- s. Pre-configuration: CSLLC Team will utilize CSLLC's leading practices based pre-configuration to conduct the design sessions in the Architect & Configure stage. The approach for the design sessions will be reviewed at pre-configuration and then CSLLC will adjust the configuration in areas which are in Scope but do not meet the Client's business requirements.
- t. Design workshops will take place during a one (1) week period within each Workset and may require overlap of individual workstreams
- u. Provide all CSLLC OC&T consultants with implementer access to all Workday tenant environments including implementation tenants.
- v. CSLLC will present the applicable Deliverables to the Client and the Client will have three (3) business days to provide a specific list of reasonable issues to be remedied. CSLLC will address issues and resubmit the deficient Deliverables. After three (3) business days, should the Client not provide a list of issues, the Deliverables will be deemed complete. Use of the Deliverables by the Client will deem the Deliverables as completed.

Prism Assumptions

- a. Client will subscribe to Workday's Prism product prior to project kickoff. Prism subscription must include sufficient data storage and published rows allowance to support the Scope of this SOW.
- b. Client will identify and confirm the specific data sources to be used and the Client must have independently obtained the rights and/or permissions to use all selected data sources for the intended purpose. CSLLC does not provide any data.
- c. CSLLC and Client will jointly develop an approach to handle the orphaned records where there is not a match on Workday instance.
- d. All data extract files to be available via secure transfer and consumed into Prism via standard Prism secure transfer integration. REST API and Workday Studio integrations are Out-Of-Scope.
- e. Data extract files will have a consistent data schema over time.
- f. Client has a clear, concise, and well documented definition of any metrics needing to be derived within the Prism Analytics Workflow.
- g. Client will provide any required mappings to connect imported data to necessary Workday instances (e.g., Company, Business Unit, Portfolio, Custodian, Investment Manager, Equivalent Ratings).

Absence Assumptions

- a. Workday required training is completed by functional resources before the conclusion of Workset A.
- b. Client has no more than seven (7) unions/collective agreements.
- c. Pre-configured absence business processes and Workday security will be utilized with limited minor modifications.
- d. Regulatory leave types will be implemented using a consolidated approach.
- e. United States regulatory sick plans will be consolidated at the state level utilizing the most generous entitlement for the states in Scope.
- f. Absence entitlements/accruals will be based on the primary position.

Time Tracking Assumptions

- a. Request overtime is not included.
- b. Workday required training is completed by functional resources before the conclusion of Workset A.
- c. Client has no more than seven (7) unions/collective agreements.
- d. Pre-configured time tracking business processes and Workday security will be utilized with limited minor modifications.
- e. Police time and Fire time will be entered and calculated outside of Workday and sent directly to payroll.
- f. Time tracking calculations will be based on the primary position.

Payroll Assumptions

- a. Client is responsible for providing executive summaries for parallel reporting to the project leadership team. CSLLC will be responsible for providing delivered parallel reports from the CSLLC parallel ImPaCT tool.
- b. Processing of payroll occurs from a centralized office for all locations included in the payroll Scope.
- c. Gathering of payroll requirements and testing will be owned by a centralized office for all locations included in the payroll Scope.
- d. KT will be delivered to a key resource and the Client is responsible for training their payroll organization.
- e. Tax filing will be handled by a third-party vendor or in house with reporting. Workday does not currently support tax filing as part of the core Workday payroll module and only provides basic tax balancing reports.
- f. If 1099 tax elections and payroll processing are required, those will be handled by a third-party vendor. Workday does not currently support 1099 tax elections or processing as part of the core Workday payroll module.
- h. Payroll commitments, payroll obligations, and position budgets are not included in the Scope of this SOW.
- i. Client is responsible for the accuracy of the payroll data provided in the required format. Client is also responsible for reconciling all payroll data to the legacy system.
- i. Only employees in Workday will be paid out of Workday Payroll. Payments for any 1099-R retirees, spouses and/or dependents will be processed by a third-party payroll provider.
- j. Client is responsible for payroll compliance review with internal or external counsel.
- k. Delivered Workday Fair Labor Standards Act ("FLSA") functionality will be used.

Integration Assumptions

- a. Integration estimates will be reviewed at the completion of the Architect & Configure stage of the project. Adjustments may be required after further analysis and any possible changes to Scope. If a configured integrations template does not satisfy Client's unique requirements, a custom integration will be a viable solution and can be built at an additional cost.
- b. Client integration functional owners are available for integration discovery and design sessions throughout the Plan and Architect & Configure stage.
- c. Client design meetings for each integration will not exceed ten percent (10%) of the estimated effort of each integration.
- d. CSLLC Integration team assistance for Client built integrations will not exceed ten percent (10%) of the overall estimated effort for the integrations assigned to the Client.
- e. Requirements and specifications for all in Scope integrations will be available by the end of the Plan stage.
- f. Client integration workstream meetings will be limited to a maximum of two (2) hours per week for all integration resources.
- g. Inbound integrations are scoped using Workday standard fields. If Workday custom objects are needed to store data, the integration effort will need to be revised.
- h. Workday required performance testing is not in Scope.
- i. Integrations (both CSLLC and Client owned) may be separated into batches depending on priority, critical and project timeline impacts; timelines could be adjusted due to delays in requirements or Client accessibility. Batches will have varying timelines to accommodate prioritization and architect workshop schedules to reduce rework.
- j. Client is responsible for execution of integrations, third-party vendor coordination and results validation for the End-to-End and Parallel Test scenarios.
- k. Integrations dependent upon FDM may follow separate Milestones and testing cycles.

Authentication Assumptions

- a. CSLLC will advise Client of the Workday options for a single sign-on solution and will perform the applicable authentication setup within the Workday tenant.
- b. Client is responsible for all implementation work outside of the Workday tenant (e.g., Security Assertion Markup Language (SAML) setup, identity server). Client will provide the appropriate resource commitments and skill sets depending on the single sign-on option selected during design.

Testing Assumptions

- a. Client will provide a Test Lead unless otherwise stated in in this SOW who is responsible for overseeing test scenario creation and consolidating scenarios to be used for End-to-End, Parallel and Regression Testing, managing testers, and reporting out testing metrics.
- b. Client and CSLLC will implement a change control process to review and approve proposed enhancements coming out of testing to identify the priority and potential impact to timeline, resources and level of effort prior to changes being made.
- c. Client will finalize and sign off on End-to-End Testing prior to entering Parallel Testing. Exceptions must be agreed upon by CSLLC if additional End-to-End Testing is required prior to entering Parallel Testing.
- d. Client will complete testing within the time specified in the timeline.
- e. Client will coordinate participation from project testers to be co-located together on a remote basis, or at a mutually agreed upon shared site if CSLLC is able to travel in accordance with its internal

policies and procedures. If additional support locations are needed for testing, the Client Project Manager will work with the CSLLC EM to determine impact to project effort and timeline.

- f. During cycle one (1) of End-to-End Testing, CSLLC will resolve assigned test incidents working alongside Client resources as part of KT. For End-to-End cycle two (2) and beyond, Client resources will lead the resolution of test incidents with support from CSLLC.
- g. When a Workday Update occurs, the only additional changes which will be included in the project are those which are automatically required by Workday. Any additional functionality to be implemented as part of a Workday product release will be treated as additional Scope and managed through CSLLC's Change Control Process.
- h. Prior to the start of the Test stage, if CSLLC determines that an Object Master Tenant ("OMT") is required, the OMT will be the source for the parallel and/or pre-Production tenant(s). The OMT will include only Client approved/validated configurations. CSLLC will maintain sole access to the OMT.

Strategy Assumptions

- a. Client Executive Sponsor(s) will be available to participate in plan/visioning sessions to set goals and objectives, vision, and help guide the governance and decision-making framework for the project.
- b. Project does not include any current state process mapping sessions, or any development of process tools and templates (e.g., checklists, job aids, user knowledge articles).
- c. Project does not include any human resources program policy reviews or re-writing.
- d. Non-Workday technology assumptions –
 - i. Client will extract and consolidate required documentation from non-Workday human resources systems to CSLLC as required for review and analysis.
 - ii. Issues and progress tracking for technology changes to be made with third-party vendors to be managed and owned by Client.

Government Deployment Approach Assumptions

- a. Business process configuration is limited to the processes defined in Appendix D.
- b. The Workday pre-configured content will be leveraged as the basis for design and configuration within the Scope of this project. CSLLC will not be performing a traditional fit-gap analysis on Client business requirements. If the pre-configured tenant is not appropriate for the Client, as determined by the Client, additional professional Services may be required. The Client is ultimately responsible for verifying that the pre-configured content is appropriate.
- c. Integrations to be designed to current system's requirements and not reformatted during the project's timeline, unless Workday delivered templates are available for the integration. If current system's requirements are no longer supported, the effort will need to be assessed and the timeline may be impacted.

General Assumptions

- a. CSLLC will operate in a global delivery model from onshore and CSLLC's Global Deployment Center ("GDC") locations.
- b. Unless the Parties agree otherwise, support hours for onshore are assumed to be within standard business hours, defined as follows, with response time based on forecasted hours:
 - i. 9:00 AM Pacific Time ("PT") through 5:00 PM PT.
 - ii. Monday through Friday.

- iii. Excluding CSLLC holidays. A list of CSLLC holidays will be made available to the Client upon request.
- c. All meetings where CSLLC's GDC consultants involvement will be required will be scheduled between 9:00 AM PT and 1:00 PM PT.
- d. CSLLC's GDC consultants, when required, will be available during the Client's business hours for key events defined as follows:
 - i. Requirement workshops
 - ii. End-to-End Testing of critical issue triage

5.0 Term and Termination

- a. This SOW shall commence on the Start Date identified above and shall continue through July 26, 2024 (the "Term"), unless terminated sooner pursuant to the Agreement.

6.0 Pricing

- a. CSLLC will invoice and Client shall compensate CSLLC on a Time and Materials Basis ("T&M Basis") based on the hourly rates set forth in the table below for Services rendered and expenses incurred on a monthly basis. Invoices will be paid subject to the terms and conditions of the Agreement. Total estimated cost of the engagement is listed in the table below. CSLLC will invoice for all actual hours worked. CSLLC invoices will contain a list of the hours charged for each project resource, with detailed descriptions of the work performed during the time being invoiced.

CSLLC T&M Basis	Hourly Rate	Estimated Effort	Total
Portfolio Director	\$ 320	116	\$ 37,120
Engagement Manager	\$ 268	1,120	\$ 300,160
Project Associate	\$ 148	208	\$ 30,784
Strategy Architect	\$ 352	135	\$ 47,520
Strategy Consultant	\$ 308	135	\$ 41,580
Change Architect	\$ 288	168	\$ 48,384
OC&T Lead	\$ 188	670	\$ 125,960
HCM Functional Architect	\$ 288	226	\$ 65,088
Absence Management Lead	\$ 188	300	\$ 56,400
Benefits Lead	\$ 188	586	\$ 110,168
HCM Core Lead	\$ 188	499	\$ 93,812
HCM Core Associate	\$ 128	223	\$ 28,544
Compensation Core Lead	\$ 188	220	\$ 41,360
Compensation Core Associate	\$ 128	101	\$ 12,928
Learning Lead	\$ 188	282	\$ 53,016
Payroll Lead	\$ 188	1,220	\$ 229,360
People Experience Lead	\$ 188	414	\$ 77,832
Recruiting Lead	\$ 188	314	\$ 59,032
Recruiting Associate	\$ 128	175	\$ 22,400
Messaging	\$ 188	30	\$ 5,640
Talent Management Lead	\$ 188	317	\$ 59,596
Time Tracking Lead	\$ 188	430	\$ 80,840
Financials Functional Architect	\$ 288	400	\$ 115,200
Banking and Settlement Consultant	\$ 148	300	\$ 44,400
Budgets Lead	\$ 188	200	\$ 37,600
Business Assets Consultant	\$ 148	250	\$ 37,000
Customer Accounts Lead	\$ 188	200	\$ 37,600
Expense Management Consultant	\$ 148	250	\$ 37,000
Financial Accounting Lead	\$ 188	600	\$ 112,800
Grants Management Lead	\$ 188	300	\$ 56,400
Planning Lead	\$ 188	700	\$ 131,600
Procurement Lead	\$ 188	400	\$ 75,200
Projects Consultant	\$ 148	225	\$ 33,300
Supplier Accounts Lead	\$ 188	400	\$ 75,200
Strategic Sourcing	\$ 188	484	\$ 90,992
Reporting Lead	\$ 188	120	\$ 22,560
Prism Lead	\$ 188	415	\$ 78,020
Data Conversion Lead	\$ 188	360	\$ 67,680
Integrations Lead	\$ 188	464	\$ 87,232
Integrations Principal	\$ 188	2,066	\$ 388,408
Integrations Associate	\$ 128	888	\$ 113,664
Integrations Offshore Lead	\$ 73	652	\$ 47,596
Total Without Expenses			\$ 3,316,976
Estimated Expenses			\$105,200
Total			\$ 3,422,176
CSLLC Investment			-\$180,395
Grand Total		17,563	\$ 3,241,781

**Note: For the CSLLC Investment, CSLLC will apply a five point forty-four percent (5.44%) credit to invoices created in connection with the performance of Services described in this SOW, excluding expenses or mutually agreed upon Change Orders, up to a maximum total CSLLC Investment of one hundred eighty thousand three hundred ninety-five USD (-\$180,395.00 USD), or project end, whichever occurs first.*

- b. Workday Delivery Assurance and Workday specific training services and fees will be covered under a separate agreement between Client and Workday.
- c. Invoices will be emailed to the following address(es): Client – jeubanks@escondido.org, dmays@escondido.org, accountspayable@escondido.org. Any other mailed correspondence will be delivered as follows below:

City of Escondido, California
Attn: Information Systems
201 North Broadway
Escondido, CA 92025

- d. Any and all fees associated with Client’s e-invoicing, portal, or payment solution will be the responsibility of Client, without dispute. CSLLC will provide all necessary documents or invoices to confirm the fees, if such fees are incurred.
- e. The purchase order number required for billing/invoicing will be provided to CSLLC promptly following execution of this SOW by the Parties.

7.0 Expenses

Client will reimburse CSLLC for its reasonable out-of-pocket travel expenses incurred in connection with the provision of the Services in accordance with CSLLC’s Travel and Expense Policy, which shall be made available to the Client upon request. This will include CSLLC’s management personnel for purposes of project oversight. Specific travel recommendations will be planned and discussed between the CSLLC EM and the Client Project Manager. Such agreed to travel recommendations shall not require additional Client pre-approval. All fees or penalties incurred due to cancellations or changes of travel at Client’s request shall be invoiced to Client. The Expense Estimate provided in Section 6.0 is a budgetary estimate only.

8.0 Signatures

IN WITNESS WHEREOF, the Parties have duly executed this SOW by their respective authorized representatives as of the SOW Effective Date.

Collaborative Solutions, LLC

City of Escondido, California

Authorized Signature

Authorized Signature

Name

Name

Job Title

Job Title

Date

Date

City of Escondido, California

Authorized Signature

Michael McGuinness

City Attorney

Date

Appendix A – Detail Roles Description

Client Roles

Client personnel are experts on Client business/technologies and as such will have responsibility for providing project management, non-Workday functional, technical, and culture expertise to the project.

Client project team members and cross-functionality representation are currently identified as follows:
 (Note that project teams’ roles could be specific to implementation needs.)

Team Member	Description of Role
Steering Committee, Senior Design Reviewers, Key Stakeholders, Executive Sponsor	<p>The steering committee provides funding and support to the project. Responsibilities include:</p> <ul style="list-style-type: none"> ● Obtaining appropriate funding and approvals ● Ensuring all appropriate resources are available for the project ● Resolving issues which are impeding the progress of the project ● Providing overall direction to the Client Project Manager ● Sign off on key Deliverables/project Milestones ● Assuring project delivery and quality control ● Attending steering committee Meetings
Project Manager	<p>The Client Project Manager is a dedicated resource focused specifically on the Workday implementation. While CSLLC understands there are many other activities linked to the implementation, this resource needs to be dedicated full-time to the project. Responsibilities include the following:</p> <ul style="list-style-type: none"> ● Establishing and managing the project details, Deliverables, schedules, tasks, assignments, and execution ● Coordinating business teams and support teams ● Driving the implementation of the optimized processes ● Managing the resolution of issues ● Anticipating and resolving issues which could impact the project budget, schedule, Scope or quality
Functional Team (Global Process Owners, Process Leads, and SMEs/Business Analysts)	<p>The Functional Team are those familiar with Client business processes and systems. These individuals provide information to the CSLLC Functional Consultant(s) to configure the Workday solution. Responsibilities include:</p> <ul style="list-style-type: none"> ● Communicate functional requirements which need to be configured in Workday ● Describe current business processes and work with team to simplify and improve ● Work with CSLLC Consultants to help map and load data into Workday ● Actively participate in all testing activities ● Pre-validate extracted data files prior to providing it to CSLLC; then validate data after it has been converted into Workday solution ● Contribute to identifying and executing test scenarios for functional areas ● Perform end user training ● Participate in KT

Team Member	Description of Role
Technical Team (Integration Lead, Integration Engineers/Developers, and Data Conversion Specialist)	<p>Technical resources perform the following:</p> <ul style="list-style-type: none"> • Support the conversion and loading of data contained in existing systems • Design and develop custom integrations as outlined within the Scope section above • Develop custom reports • Manage Client communications • Participate in KT • Actively participate in testing activities <p><i>Note: Resource experience, data quality and the amount of transformation required could impact the actual resources needed to support the data conversion efforts.</i></p>
Internal Auditor	<p>The Internal Auditor works with the project team to ensure proper procedures are followed and proper documentation is created for the implementation of Workday. This person is responsible for providing compliance-related guidance and expertise to the project team.</p>
Test Lead	<p>The Client Test Lead develops and manages the overall Client test strategy and plan. Responsibilities include:</p> <ul style="list-style-type: none"> • Establish an approach to testing • Define resource requirements for testing • Establish the test schedule • Conduct overall execution of the Client prescribed End-to-End (including integrations), and Parallel Test process for Workday payroll from start to end of the test period • Facilitate testing coordination and progress meetings • Successfully manage defect resolutions • Resolve test issues via coordination of Client and CSLLC teams as required to complete testing for successful completion of Workday test • Define the overall test strategy • Define test approach, roles and responsibilities • Define test tools and scenarios by tester and success criteria for each test stage • Define and report test metrics to the project team and project executives
Organizational Change Lead	<p>The Organizational Change Lead is focused on planning and executing the change management and communications activities. He or she is the primary counterpart to the CSLLC Organizational Change Lead (if there is someone assigned) and is responsible for providing primary insight into the Client’s culture, operations, and competing projects or interests. The Organization Change Lead is the primary liaison between the project team and other internal resources needed to execute and deploy the various change management and communications activities. He or she is ultimately responsible for all change management and communications-related Deliverables.</p>
Training Lead	<p>The Training Lead is focused on planning and executing the end user training activities. He or she is the primary counterpart to the CSLLC training lead (if there is someone assigned) and is responsible for providing primary insight into the Client’s training resources and preferences, as well as competing projects or interests</p>

Team Member	Description of Role
	<p>related to end user training. The Training Lead is the primary liaison between the project team and other internal resources needed to plan, execute, and deploy the various training activities for the deployment. He or she is ultimately responsible for all training-related Deliverables. The Client may choose to assign the Organizational Change Lead and Training Lead roles and responsibilities to a single actual resource.</p>
<p>Training Communications, and Change Management support Resources</p>	<p>Depending on the specific strategies and plans the Client establishes as part of its OC&T program, additional resources will be needed at various times throughout the project lifecycle to support and execute the communications, change management, and training plans. These roles often include:</p> <ul style="list-style-type: none"> • Training developers responsible for developing and revising the end user training collateral as defined in the training curriculum plan • Communications leads/developers responsible for developing, revising, and deploying the end user communications collateral as defined in the communications plan • Trainers and super users responsible for gaining advanced familiarity with the new systems and user support tools, and in turn planning and delivering pre-Go-Live and ongoing training to end user audiences • Change champions responsible for generating awareness and support around future changes within their designated areas of influence

Workday Roles

If Workday is contracted by the Client, Workday, under a separate contract, will provide Delivery Assurance services. Workday core responsibilities include:

Team Member	Description of Role
<p>Delivery Assurance Group</p>	<p>Comprised of Workday implementation specialists, the Delivery Assurance Group works with the Client towards the implementation of the Workday solution. The Delivery Assurance Group conducts a series of quality assurance reviews at major project Milestones, when the group reviews project documentation, product configuration, and business processes. The Delivery Assurance Group is responsible for the development and enhancement of the Workday implementation methodology and works closely with product strategy and development in helping steer product direction.</p> <p><i>Note: Delivery Assurance will be a separate agreement to be contracted directly with Workday.</i></p>

Appendix B – Integrations and Custom Reports

Integrations

The following integrations are in Scope. Please refer to the column labeled “Owner” to identify if the integration is Client assigned or CSLLC assigned.

ID#	Integration Name	Third-Party Vendor	Functiona l Area	Integration Data Type	Tool	Total Hours	Owner	Cloud Connector Name	Notes
INT001	Basic SSO/SAML Setup	Microsoft	Workday Security	Basic SSO SAML Setup Outbound Custom	Setup	30	CSLLC		
INT002	Active Directory Outbound	Microsoft’s Azure platform	HCM	Active Directory Outbound CC	CC	40	CSLLC		
INT003	Active Directory Inbound	Microsoft’s Azure platform	HCM	Active Directory Inbound Custom	Studio	60	CSLLC		
INT004	E-VERIFY	E-VERIFY.gov	HCM	E-VERIFY Outbound CC	CC	20	CSLLC		
INT005	Medical Outbound	Kaiser Foundation Health plan, Inc.	Benefits	Medical or Dental or Vision or Rx Outbound CC	CC	40	CSLLC	Kaiser Foundation Health plan, Inc.: Medical	
INT006	Dental Outbound	Delta Dental Plans Association	Benefits	Medical or Dental or Vision or Rx Outbound CC	CC	40	CSLLC	ANSI X12 834	
INT007	Vision Outbound	Anthem Insurance Companies, Inc.	Benefits	Medical or Dental or Vision or Rx Outbound Custom	EIB/DTS	90	Client		
INT008	Supplemental, Life and AD&D Insurance Outbound	The Hartford	Benefits	Life or AD & D Outbound CC	CC	40	CSLLC	The Hartford: life, disability, supplemental plans	
INT009	FSA Eligibility Outbound	TRI-AD	Benefits	FSA or HSA or Transit or Parking Outbound CC	CC	40	CSLLC		
INT010	FSA Contributions Outbound	TRI-AD	Payroll	Deductions Outbound Custom	EIB/DTS	90	Client		
INT011	COBRA Events Outbound	TRI-AD	Benefits	COBRA Initial Rights Outbound CC	CC	50	CSLLC	TRI-AD: COBRA (Initial Rights)	

INT012	COBRA Initial Rights Outbound	TRI-AD	Benefits	COBRA Events Outbound CC	CC	50	CSLLC	TRI-AD: COBRA (Qualifying Events)	
INT013	ACA Outbound	IRS (Employee 1095 doc)	Benefits	ACA Outbound CC	CC	20	CSLLC		Assumes both can take the same file
INT014	Retirement Pension Outbound	California Public Employees' Retirement System ("CalPERS")	Benefits	Demographics or Enrollment Outbound Custom	EIB/DTS	90	Client		
INT015	Retirement Pension Inbound	CalPERS	Benefits	Retirement Savings Inbound Custom	Studio	90	CSLLC		
INT016	Retirement Pension Outbound	CalPERS	Payroll	Deductions Outbound Custom	EIB/DTS	70	CSLLC		
INT017	Retirement Pension Inbound	CalPERS	Benefits	Retirement Savings Inbound Custom	Studio	90	CSLLC		
INT018	Payroll ACH Outbound	Bank of America, N.A.	Payroll	ACH NACHA Payment Outbound CC	CC	40	CSLLC		
INT019	Tax Filing Periodic Outbound	Bank of America, N.A.	Payroll	Tax Filing Periodic Outbound CC	CC	20	CSLLC		
INT020	Tax Filing Quarterly Outbound	EDD	Payroll	Tax Filing Quarterly Outbound Custom	Studio	120	CSLLC		
INT021	Timekeeping System Outbound	UKG Inc.	HCM	Demographic Outbound Custom	EIB/DTS	80	Client		
INT022	Timekeeping System Inbound	UKG Inc.	Time_Tracking	Time Tracking Inbound Custom	Studio	100	CSLLC		
INT023	Timekeeping System Outbound	InTime Solutions Inc.	HCM	Staffing Outbound Custom	EIB/DTS	110	Client		
INT024	Timekeeping System Inbound	InTime Solutions Inc.	Time_Tracking	Time Tracking Inbound Custom	Studio	100	CSLLC		
INT025	Timekeeping System Outbound	SafeCities	HCM	Demographic Outbound Custom	EIB/DTS	80	Client		
INT026	Timekeeping System Inbound	SafeCities	Time_Tracking	Time Tracking Inbound Custom	Studio	100	CSLLC		

INT027	Financials (Accounts Payable) Check Layout	Workday, Inc.	BIRT	Financials Custom Check Layout_Low	BIRT	40	CSLLC		
INT028	Financials Positive Pay without Voids Outbound	Bank of America, N.A.	Financials	Positive Pay without Voids Outbound Custom	EIB/DTS	50	CSLLC		
INT029	Financials ACH Outbound	Bank of America, N.A.	Financials	ACH NACHA Payment Outbound CC	CC	40	CSLLC		
INT030	Bank Statement Inbound	Bank of America, N.A.	Financials	Bank Statement Inbound CC	CC	50	CSLLC		
INT031	1099 Filing Outbound	IRS	Financials	Electronic Filing 1099 Outbound CC	CC	20	CSLLC		
INT032	Journal (Charges/Credits) Inbound	TBD	Financials	Accounting Journals Inbound Custom	Studio	100	CSLLC		
INT033	Ad Hoc Bank (Payments/Refunds) Inbound	TBD	Financials	Adhoc Bank Transaction Inbound CC	CC	50	CSLLC		
INT034	Travel/Expense Cards Outbound	TBD	Financials	Credit Cards Masked Outbound CC	CC	60	CSLLC		
INT035	Travel/Expense Cards Inbound	TBD	Financials	Credit Cards Masked Inbound CC	CC	50	CSLLC		
INT036	Purchase Order Layout	Workday, Inc.	BIRT	Purchase Order Custom Layout_Low	BIRT	40	CSLLC		
INT037	Customer Invoice Layout	Workday, Inc.	BIRT	Customer Invoice Custom Layout_Low	BIRT	40	CSLLC		
INT038	Customer Statement Layout	Workday, Inc.	BIRT	Customer Statement Custom Layout_Low	BIRT	40	CSLLC		
INT039	Supplier Punchout Invoice Inbound	Amazon.com, Inc.	Financials	Procurement Supplier Punchout Supplier Invoice Inbound CC	CC	50	CSLLC		
INT040	Supplier Punchout Catalog Outbound	Amazon.com, Inc.	Financials	Procurement Supplier Punchout Catalog CC	CC	40	CSLLC		
INT041	Supplier Punchout Purchase Order Outbound	Amazon.com, Inc.	Financials	Procurement Supplier Punchout Purchase Order Outbound CC	CC	40	CSLLC		
INT042	Supplier Invoice EDI 810 Inbound	TBD	Financials	Procurement EDI Inbound CC	CC	40	CSLLC		

INT043	Purchase Order EDI 850 Outbound	TBD	Financials	Procurement EDI Outbound CC	CC	80	CSLLC		
INT044	Purchase Order Acknowledgment EDI 855 Inbound	TBD	Financials	Procurement EDI Inbound CC	CC	40	CSLLC		
INT045	Price Update EDI 832 Inbound	TBD	Financials	Procurement EDI Inbound CC	CC	40	CSLLC		
INT046	Advance Shipping Notice EDI 856 Inbound	TBD	Financials	Procurement EDI Inbound CC	CC	40	CSLLC		
INT047	CityWorks PLL Outbound	Azteca Systems, LLC. ("CityWorks PLL")	Financials	Accounting Journals Inbound Custom	Studio	100	CSLLC		
INT048	Cashiering	Teller	Financials	Accounting Journals Inbound Custom	Studio	100	CSLLC		
INT049	Utility Billing	SpryPoint Solutions Inc.	Financials	Accounting Journals Inbound Custom	Studio	100	CSLLC		
INT050	ArcGIS System Outbound	ArcGIS (Enterprise 10.8)	Financials	Business Assets Outbound Custom	EIB/DTS	100	Client		
INT051	ArcGIS System Inbound	ArcGIS (Enterprise 10.8)	Financials	Business Assets Inbound Custom	Studio	120	CSLLC		
INT052	GovernmentJobs.com Inbound	NEOGOV (GovernmentJobs.com)	Recruiting	Job Advertising Outbound Custom	EIB/DTS	90	Client		
INT053	CityWorks PLL AMS Inbound	CityWorks PLL	Financials	Accounting Journals Inbound Custom	Studio	100	CSLLC		
INT054	Amelia Outbound	Amelia Enterprises Inc. ("Amelia")	Financials	Other Outbound Custom	EIB/DTS	100	Client		
INT055	Third-party payments	InvoiceCloud	Financials	Accounting Journals Inbound Custom	Studio	100	CSLLC		
INT056	VectorSolutions Course Completion Inbound	VectorSolutions	Learning	Course Completion Inbound Custom	Studio	100	CSLLC		
INT057	401k & 457 Demographic Outbound	MissionSquare Retirement	Benefits	Demographics or Enrollment Outbound Custom	EIB/DTS	90	Client		
INT058	401k & 457 Elections Inbound	MissionSquare Retirement	Benefits	Retirement Savings Inbound Custom	Studio	90	CSLLC		

INT059	401k & 457 Contributions & Loans Outbound	MissionSquare Retirement	Payroll	Deductions Outbound Custom	EIB/DTS	70	CSLLC		
INT060	401a Deductions Outbound	PARS	Payroll	Deductions Outbound Custom	EIB/DTS	90	Client		
INT061	401a Elections Inbound	PARS	Benefits	Retirement Savings Inbound Custom	Studio	90	CSLLC		
INT062	Dixon Lake Point of Sale Inbound	Jet Pay	Financials	Accounting Journals Inbound Custom	Studio	100	CSLLC		
INT063	Wohlford Lake Payment Kiosk Point of Sale Inbound	TBD	Financials	Accounting Journals Inbound Custom	Studio	100	CSLLC		
INT064	Library Point of Sale Inbound	Smart Kiosk	Financials	Accounting Journals Inbound Custom	Studio	100	CSLLC		
INT065	Origami Outbound	Origami (TBD)	Financials	Other Outbound Custom	EIB/DTS	100	Client		
INT066	Escondido Federal Credit Union	Escondido Federal Credit Union	Payroll	Deductions Outbound Custom	EIB/DTS	70	CSLLC		
INT067	Positive Pay Payroll	Bank of America, N.A.	Payroll	Positive Pay without Voids Outbound Custom	EIB/DTS	50	CSLLC		

Integration Tool Key:

- BIRT = Business Intelligence Reporting Tools
- CC = Cloud Connect
- EIB/DTS = Enterprise Interface Builder/Document Transformation Service
- Setup = Web Services or Integration system user setup
- Studio = Workday Studio
- Support = Hours allocated for assistance at the direction of the Client
- COBRA = Consolidated Omnibus Budget Reconciliation Act
- ACA = Affordable Care Act
- SSO = Single Sign On
- SAML = Security Assertion Markup Language

- FSA = Flexible Spending Account
- HSA = Health Savings Account
- ACH = Automated Clearing House
- EDI = Electronic Data Interchange
- NACHA = National Automated Clearinghouse Association

The interfaces/integrations required for this project include:

- **Cloud Connect** – CC provides Workday customers with the same level of support as they would receive in the core Workday application. Such Workday integrations are (i) part of the Workday hosted application Service and (ii) provided with ongoing support by Workday in accordance with Workday’s then-current Support and Service Availability Policy. While Workday integrations are designed and developed as part of the subscription license, CSLLC anticipates some amount of time dedicated to configure and test the integrations during the implementation.
- **Custom Integrations** – Custom integrations are developed by CSLLC or Client using Workday’s tools such as Report Writer, EIB, DTS, or Studio.

Reports

The following report configuration is in Scope. The hours identified for custom reporting support is inclusive of design discussions, requirements gathering and KT and include a custom report for DE 542.

HCM Reporting

<u>Report Name / Configuration</u>	<u>Area</u>	<u>Description</u>
Organization Footprint	HCM – Distribution Trends and Analysis	Modified version of the Global Footprint standard report to provide headcount by location or hierarchy and job family group
Growth Rate by Job Family Group	HCM – Distribution Trends and Analysis	Standard report to provide headcount growth by job family group by month configured for custom dashboard
Headcount and Average Years of Service by Age Range	HCM – Distribution Trends and Analysis	Standard report to provide headcount and average years of service by age band and configured for custom dashboard
Headcount by Management Level	HCM – Distribution Trends and Analysis	Standard report to provide headcount by management level and configured for custom dashboard
Headcount Growth Analysis	HCM – Distribution Trends and Analysis	Modified version of the Headcount Growth Analysis standard report to provide headcount by month

<u>Report Name / Configuration</u>	<u>Area</u>	<u>Description</u>
Workforce Tenure – Monthly Trend	HCM – Distribution Trends and Analysis	Modified version of the Workforce Tenure – Yearly Trend standard report to provide headcount by tenure groups and month
Employee Population Trend by Gender	HCM – Diversity	Modified version of the Employee Population Trend by Gender standard report to provide headcount by gender and month
Ethnicity/Management Level Analysis	HCM – Diversity	Standard report to provide headcount by management level and ethnicity and configured for custom dashboard
Male/Female Distribution	HCM – Diversity	Standard report to provide headcount by gender and configured for custom dashboard
Male/Female Workforce Job Family	HCM – Diversity	Modified version of the Male/Female Workforce Majority by Country standard report to provide headcount by gender and job family
Manager Composition by Ethnicity and Years of Experience	HCM – Diversity	Standard report to provide manager headcount, distribution, compa-ratio, and years in position by tenure ethnicity and configured for custom dashboard
People Manager Proportions	HCM – Diversity	Standard report to provide manager headcount by gender and configured for custom dashboard
Hires by Age Group	HCM – Headcount Movement	Standard report to provide hires count by age group and configured for custom dashboard
Promotion Rate	HCM – Headcount Movement	Standard report to provide promotion rate by quarter and configured for custom dashboard
Voluntary Terminations by Management Level	HCM – Headcount Movement	Standard report to provide voluntary termination counts by management level and configured for custom dashboard
Quarterly Turnover Rates	HCM – Headcount Movement	Standard report to provide voluntary, involuntary, and total turnover rates by quarter and configured for custom dashboard
Quarterly Turnover Rates by Organization	HCM – Headcount Movement	Standard report to provide voluntary, involuntary, and total turnover rates by supervisory organization and configured for custom dashboard
Employee Movement	HCM – Headcount Movement	Standard report to provide hires, transfers, and terminations and configured for custom dashboard
Worker Proportion Trends	HCM – Structured Dynamics	Modified version of the Worker Proportion Trends standard report to provide headcount of managers and employees by month

<u>Report Name / Configuration</u>	<u>Area</u>	<u>Description</u>
Manager Headcount by Management Level	HCM – Structured Dynamics	Modified version of the Manager Headcount by Management Level standard report to provide headcount by management level and month
Span of Control by Job Family Group	HCM – Structured Dynamics	Standard report to provide management ratios by job family and configured for custom dashboard
Span of Control by Range of Direct Reports	HCM – Structured Dynamics	Standard report to provide manager span of control and configured for custom dashboard
Span of Control by Month	HCM – Structured Dynamics	Modified version of the Span of Control by Year standard report to provide manager span of control by month
Span of Control – Manager Outliers	HCM – Structured Dynamics	Standard report to provide direct report counts and configured for custom dashboard
Workforce Analysis Dashboard	Custom Dashboard	Configuration of a single custom dashboard to accommodate the reports listed above
Age Band Definitions	Configuration	Configuration of age bands to provide grouping for worker reports Under and Including Age: Twenty (20) Age Incremented by: Ten (10) Over and Including Age: Sixty (60)
Trended Worker	Configuration	Configuration of Trended Worker settings and data generation

Financial Reporting

<u>Report Name</u>	<u>Area</u>	<u>Description</u>
Data Audit - Funds	Financial Accounting	Listing of the funds in the tenant and the hierarchy structure for those funds.
Data Audit - Cost Centers	Financial Accounting	Listing of the cost centers in the tenant as well as the cost center manager assignments, hierarchy structure and related worktags established for those cost centers.
Data Audit - Programs	Financial Accounting	Listing of the programs in the tenant and the hierarchy structure for those programs.

<u>Report Name</u>	<u>Area</u>	<u>Description</u>
Data Audit - Locations	Financial Accounting	Listing of all locations showing usage, type, hierarchy structure and address information.
Data Audit - Grants	Financial Accounting	Listing of all grants in the tenant as well as the grant manager assignments, hierarchy structure and related worktags established for those grants.
Data Audit - Revenue Categories	Financial Accounting	Listing of all the revenue categories in the tenant as well the hierarchy structure.
Data Audit - Spend Categories	Financial Accounting	Listing of all the spend categories in the tenant as well as their usages and hierarchy structure.
Find Projects	Projects	A custom copy of the Find Projects report that has additional data about the projects.
Find Journal Lines with Worktag Details	Financial Accounting	A copy of the delivered Find Journal Lines report with the worktags broken out into their own columns for easier viewing and reporting.
View Plan Lines	Budget	Report showing all budget lines entered with details about the plan, entry type, status and all worktag detail.
Balance Sheet by Fund	Financial Accounting	Custom balance sheet report displaying ledger account balances by fund.
Income Statement by Fund	Financial Accounting	Custom income statement displaying revenue and spend amounts by fund for the report period, current Year-To-Date ("YTD"), and prior YTD.
Financial Budget vs Actuals by Fund	Budget/Financial Accounting	This report is designed to show the overall financial budgets by fund and is intended to be used by the central Budget staff for an overall picture to determine where they need to pay attention or drill into the details using other reports.
Budget vs Actuals by Cost Center	Budget/Financial Accounting	This report is designed to show the overall budget of a fund by cost centers and is intended to be used primarily by the central Budget staff to look at the top cost center hierarchy and get an overall picture to determine where they need to pay attention or drill into the details using other reports.

<u>Report Name</u>	<u>Area</u>	<u>Description</u>
Budget vs Actuals for Cost Center	Budget/Financial Accounting	<p>This report is designed to show the detailed budget vs actuals for one (1) cost center or a cost center hierarchy.</p> <p>If the user is looking for the details for just one (1) cost center, he/she can choose to repeat the columns by either Fund or Program and can then use the other parameters to limit the view further as appropriate.</p> <p>If the user would like to see the data for a cost center hierarchy, he/she can choose to repeat by Cost Center and can then use the other parameters to limit the view to particular funds, programs or other worktags as appropriate.</p>
Budget vs Actuals for Program	Budget/Financial Accounting	<p>This report is designed to show the detailed budget vs actuals for one (1) program or a program hierarchy.</p> <p>If the user is looking at the details for one (1) program, he/she can choose to repeat the columns by either Fund or Cost Center and can then use the other parameters to limit the view further as appropriate.</p> <p>If the user would like to see the data for a program hierarchy, he/she can choose to repeat by Program and can then use the other parameters to limit the view to particular funds or cost centers as appropriate.</p>
Budget vs Actuals by Project	Projects/Budget/Financial Accounting	<p>This report is designed to show a life to date overview of the budget and actuals for all projects within a hierarchy and is used primarily by users who are managing multiple projects within a project hierarchy or by the central Budget/Finance team to get an overview of all projects. From here, users can determine where they need to pay attention or drill into the details using other reports.</p>
Budget vs Actuals for Project	Projects/Budget/Financial Accounting	<p>This report is designed to show the detailed life to date budget vs actuals for one (1) project at a time.</p>

<u>Report Name</u>	<u>Area</u>	<u>Description</u>
Budget vs Actuals by Award	Grants/Budget/Financial Accounting	This report is designed to show a life to date overview of award budgets and is used primarily by the central Budget and Finance staff to look at the top grant hierarchy and get an overall picture of the award budgets. From here, users can determine where they need to pay attention or drill into the details using other reports.
Budget vs Actuals by Grant	Grants/Budget/Financial Accounting	This report is designed to show the detailed life to date budget vs actuals for one (1) grant.
Find Assets	Assets	Custom copy of the delivered Find Assets report that adds in relevant fields and reorders columns to be more practical.
Time Off Liability with Worktags	Financial Accounting	Custom version of the Time Off Liability report that includes worktag detail for cost center, fund, etc.
Payroll Accounting Details	Financial Accounting	A report that returns payroll General Ledger ("GL") entries by worker with worktag details.
Project Remaining Budget for Rollover	Budget	Report for budget team to use when evaluating project budgets at the end of a fiscal year and determining the amount of budget to be rolled to the next fiscal year.
Trial Balance with Worktags	Financial Accounting	Custom trial balance report used for exporting trial balance data to auditors or other programs.
Cash Balance by Fund	Financial Accounting	A report detailing the Client's reportable cash balance by fund.
Payroll Deductions	Financial Accounting	A report detailing the payroll fility amounts withheld from each payroll.
Depreciation Expense by Function	Assets/Financial Accounting	Depreciation expense detailed by function for annual reporting purposes.
Statement of Net Position	Financial Accounting	Government-wide statement for annual financial report.

<u>Report Name</u>	<u>Area</u>	<u>Description</u>
Statement of Activities	Financial Accounting	Government-wide statement for annual financial report.
Schedule of Expenditures of Federal Awards	Grants/Financial Accounting	Designed to report award expenditures for annual financials.
Up to three (3) formatted fund financial statements for annual report	Financial Accounting	Fund financial statements for annual financial report.

Prism

The following is in Scope for Prism.

- Up to four (4) source system tables
- Medium Workday security complexity
- Medium transformation complexity
- One (1) discovery board
- Up to two (2) low complexity reports
- Up to two (2) medium complexity reports

Appendix C – Sample Change Order Form

Project Change Order

This Change Order form is used for requesting, documenting and approving changes to the Workday deployment or other applicable service offering, including, but not limited to, changes to the project’s Scope, changes for a major configuration element, project timeline/schedule changes, integration specifications changes, addition of resources or any other Deliverable change from the originally planned Workday deployment or applicable service offering.

Summary

Client:	XYZ Client
SOW/Project Name:	Project ID # / Project Name as it exists in Workday
Change Order #:	C01 (adjust as appropriate)
Project Manager (Client):	Project Manager Name, XYZ Client
Project Sponsor (Client):	Project Sponsor Name, Title
Engagement Manager (CSLLC):	Engagement Manager Name, Collaborative Solutions, LLC (“CSLLC”)
Acceptance Due Date:	The date by which the Client will need this approved in order to avoid negative timeline impact.
Change Type:	Type of change. For example: <i>integration change, request for additional functionality, change in SOW estimate based on design sessions, etc. (usually more applicable to Phase One (1) or Phase Two (2) projects.)</i> Select one (1): Term Extension (zero (0) budget add) Term Extension (additional hours added) Change in Scope (additional hours added) Change in Scope (no addition hours added) Other (detail in request description)
Impact Assessed by:	List those assessing the impact. Normally the CSLLC EM, Functional or Integrations Consultant, and possibly someone on the Client side.
Priority:	High, Medium, or Low based on need for the change.
Billing:	Select one (1): Bill under current project Bill separately under current project Bill separately under new project
Contract Line Type:	Describe the billing basis. For example: <i>Time & Materials, Fixed Fee Installment/Milestone, Prepaid, Subscription</i> . For “Bill under current project,” the billing basis of this Change Order MUST match the applicable SOW’s billing basis.

Is new PO# required?	Select one (1): New PO# (insert PO#) PO# to be created after receiving countersigned documents No new PO# needed
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Request Description

<<Describe the change and why it is needed. It is important to describe why this was not estimated correctly in the SOW or where the change occurred. For example:
Adding a new integration for Aetna, COBRA, Qualifying Event. Original integration listed on the SOW addressed only Aetna PPO/HMO, did not specify COBRA. Additional forty (40) hours added to cover COBRA QE.>>
 If this CO is for an extension, please include the number of hours and budget remaining on current project.

Business Purpose / Reason for Change

<<Describe the purpose/reason for change and be sure to explain the impact to NOT doing the change. For example:
Client offers COBRA coverage for any employees eligible for a COBRA Qualifying Event; this was not included in the original SOW estimate. If Client does not approve this change Client will not be able to provide COBRA coverage.>>

Impact Assessment

Project Activities Affected:	Describe the additional work that needs to be done. For example: <i>Create one (1) additional integration or three (3) new performance templates need to be configured, etc.</i>			
Deliverables Affected:	Describe Deliverables affected. For example: <i>One (1) additional interface file to be delivered to Aetna will be produced.</i>			
Project Schedule Impact:	Describe schedule impact, if any. For example: <i>Architect & Configure stage will be extended by one (1) week to complete all integrations.</i> Include the original end date and new end date, if extending the Term of the SOW.			
Pricing Matrix	The following is the Pricing Matrix:			
	Role	Rate	Hours	Cost
	Executive			
	Strategy Manager			
	Senior Functional Architect (Consulting Director)			
	Engagement Director (Portfolio Director)			
	Engagement Manager			
	Functional Architect			
	Senior Principal Consultant			
	Principal Consultant			
	Consultant			
	Analyst			

	<i>Total</i>		<i><<total>></i>
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Payment Terms – *If the Client is adding hours*

- Time & Materials SOW: This Change Order will be billed monthly on a Time and Materials (“T&M”) Basis based on actual usage at the rates set forth in the SOW and as identified in the Pricing Matrix above.
- Prepay SOW: This Change Order will be invoiced upon execution by both Parties at the rates set forth in the SOW and as identified in the Pricing Matrix above.
- SDE SOW: This Change Order will be invoiced upon execution by both Parties with a fixed fee amount of \$_____

Assumptions

- Describe any new Assumptions different from the SOW. For Example:
- *Client will provide the requirements for the new integration.*
- If not different from the SOW, add “All Assumptions from the SOW dated XX December XXXX apply to this Change Order”, otherwise, if there are new Assumptions different from the SOW, list them here.

Authorization

Client Authorization Signature	Collaborative Solutions, LLC Authorization Signature
Name	Name
Job Title	Job Title
Date	Date

SAMPLE – DO NOT SIGN

Appendix D – Detailed Functionality

Overall assumptions apply to all functions in Scope, unless otherwise stipulated:

- **Business Processes:** One (1) rule-based business process per process with no more than twenty (20) steps per business process. Unused steps within a process will not apply to alternate business processes. Includes up to two (2) consolidated templates for applicable processes. Additional business process Scope is limited to what is detailed in this Appendix.
- **Notifications:** Up to five (5) notifications per business process. Unused notifications within a process will not apply to alternate business processes.
- **Security:** Workday delivered security groups will be used. Inactivated or unused security groups and Implementers will remain on domain security policy definitions to allow for ease of implementing other functionality in the future. Inactivated or unused security groups and implementers will be removed from the business process security policy definitions to match design requirements identified.
- **Custom Objects:** Up to two (2) custom object per functional area in Scope with no more than five (5) custom field(s) per object. If custom lists are required, up to ten (10) items per list. Unused custom object(s) may not be applied to other areas.
- **Tenant Branding:** Workday delivered tenant branding with up to one (1) condition rule and one (1) upload of images. Any changes to images uploaded will be completed by the Client through KT.
- **Dashboards:** Workday delivered dashboards for the functional Scope below will be configured with Workday delivered reports unless custom reports are included in Scope in Appendix B. Includes configuration of up to three (3) announcements(s) per dashboard, where applicable.
- **Translations:** Translations conversion is not in Scope.
- **Scheduled Reports & Alerts:** Scheduled reports, task alerts, and business process alerts are not in Scope. General report-based alerts are defined within the Scope in Appendix B.
- **Setup Values:** Current values, including organizations. No historical loads unless needed to support the data conversion Scope detailed in Appendix E.
- **Documents:** Documents are assumed to be attachments only. Generated documents and/or documents enabled for Adobe Esign or DocuSign are assumed Out-of-Scope. Templates do not include logos or any specialized formatting unless called out as a BIRT layout in the reporting Scope.
- **Workday Docs:** Workday Docs is a document template creation application in Workday to design and create Workday Docs templates to generate documents. Workday Docs and document/letter generation are assumed Out-of-Scope unless identified below. Common use cases for Workday Docs include: HCM, change job letters, probation letters.
- **Request Framework:** Request Framework is assumed out-of-Scope unless identified below.
- **Questionnaires:** Questionnaires are assumed out-of-Scope unless identified below. Common use cases for questionnaires include: HCM, probation review questionnaire, custom exit interview questionnaire.

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
HCM: Core	Organization hierarchy structure per organization type (supervisory, company, cost center, custom, and location hierarchy) (not including organization studio)	Y	Up to two (2)

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Physical location(s) where workers perform job functions (not including workspaces)	Y	
	Matrix organization tracking	N	
	Job catalog with position-related attributes such as management hierarchy (not including skills and experience)	Y	
	Staffing model used to manage headcount	Y	One (1)
	Worker profile for detailed worker information tracking (not including purging)	Y	
	Worker document(s)	Y	Up to fifteen (15) (up to five (5) document security segments with associated segment-based security groups)
	Regulatory reporting: Workday delivered compliance reports	Y	
	Employee contract(s)	N	
	Probation period tracking	Y	Up to four (4) probation period defaulting rule(s)
	Notice period tracking	Y	
	Contingent worker tracking	Y	
	Retiree functionality	Y	
	Union(s)	Y	Up to seven (7)
	Collective bargaining agreement(s)	Y	Up to seven (7)
	Additional (multiple) jobs	Y	
	Onboarding	Y	
	<ul style="list-style-type: none"> Onboarding setup template(s) 		Up to three (3)
	<ul style="list-style-type: none"> Additional worker documents 		Up to twenty (20)
	<ul style="list-style-type: none"> Bulletin worklets 		Up to three (3)
	Form I-9 tracking	Y	
	Basic HCM asset tracking	N	
	Reference letter template(s)	N	
	Safety incident tracking	N	

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Committees tracking (not including meeting agendas, voting and external committee membership tracking)	N	
	Workday Today	Y	
	Custom security groups	Y	Up to three (3) (one (1) intersection security group)
	Custom questionnaire(s)	Y	Up to two (2)
	Modifiable business processes	Y	<ol style="list-style-type: none"> 1. Hire employees 2. Contract contingent worker 3. Onboarding 4. Onboarding setup 5. Change job 6. End contingent worker contract 7. Create position 8. Terminate employee 9. Request compensation change 10. Up to three (3) additional configurable business processes
Compensation: Core	Compensation packages	Y	One (1)
	Compensation grades tied to job profiles	Y	Up to twenty-five (25) compensation grades and grade profiles combined
	Compensation grade steps	Y	Up to seventy (70) (up to five (5) progression rule(s) total)
	Compensation plans (not including calculated plans, reimbursable allowance plan functionality, Deferred compensation or compensation: processing functionality unless otherwise called out in Scope)	Y	Up to fifteen (15) compensation plans total
	Severance packages	N	
	Custom total rewards template(s)	N	
	Wage theft prevention template(s) (New York, California, Washington D.C., and Minnesota only)	N	
	Compensation survey management survey(s)	N	
	Custom security groups	Y	One (1) (can be an intersection security group)

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
Benefits	Benefit plans	Y	Up to forty-eight (48) (up to one (1) benefit rate type each)
	Benefit credit(s) and/or surcharge(s)	N	
	Benefit group(s)	Y	Up to thirteen (13)
	Benefit job(s)	Y	
	Dependents and beneficiaries tracking	Y	
	Benefit enrollment event(s) (including passive events)	Y	Up to sixteen (16) benefit events (plus conversion events)
	Open enrollment enablement for upcoming cycle, referencing existing or in Scope plans	Y	
	Enrollment event rule(s)	Y	One (1)
	Evidence of Insurability (EOI) management (not including automation from third-party vendor)	Y	
	Workday delivered COBRA eligibility processing to third-party administrator	Y	
	ACA measurement period tracking	Y	
	1094/1095-C reporting	Y	
	Medicare tracking	Y	
	Dependent verification functionality through use of custom ID(s)	N	
	Custom security groups	Y	One (1) (with one (1) intersection security group)
Modifiable business processes	Y	<ol style="list-style-type: none"> 1. Change benefits for life events review process 2. Dependent event 3. Change benefits 4. Passive event 5. Up to one (1) additional configurable business processes 	
Talent & Performance Management	Worker profile and skills <i>(not including qualification equivalence rules)</i>	Y	
	Workday skills cloud	Y	
	Talent marketplace	N	

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Competencies: <ul style="list-style-type: none"> • Proficiency scales • Rating scale(s) for competencies 	Y Y Y	Up to ten (10) One (1) One (1)
	Career development tracking	Y	
	Mentoring relationships tracking	N	
	Check-ins	N	
	Talent review template(s)	Y	Up to two (2)
	Nine-Box (9-Box) talent calibration program(s)	N	
	Succession planning for positions & pools	Y	
	Potential, readiness, retention, and loss impact tracking	Y	
	Custom talent card layout(s)	Y	Up to two (2)
	Feedback enablement template(s)	N	
	Organization and personal goals management	Y	Up to one (1) rating scale and one (1) completion scale
	Performance review template(s)	Y	Up to three (3) (up to one (1) rating scale)
	Performance review calibration (ratings normalization) program(s)	N	
	Development plan template(s)	N	
	Performance improvement plan template(s)	Y	One (1)
	Disciplinary action template(s)	Y	One (1)
	Custom security groups	Y	One (1) (can be an intersection security group)

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Modifiable business processes	Y	<ol style="list-style-type: none"> 1. Manage education 2. Start performance review 3. Complete manager evaluation for performance review 4. Give feedback 5. Manage goals 6. Mange job history 7. Complete self-evaluation for performance review 8. Import professional profile 9. Set review content for performance review 10. Mange competencies 11. Manage succession plan 12. Up to two (2) additional configurable business processes
Recruiting	Job requisitions	Y	
	Evergreen (pipeline) job requisitions	Y	
	Confidential job requisitions	N	
	Internal career site(s)	Y	One (1)
	External career site(s)	Y	One (1)
	Job posting template(s)	Y	Up to two (2)
	Referral program(s) (leveraging in Scope one-time payment plan(s))	N	
	Application questionnaires	Y	Up to four (4) internal and up to two (2) external questionnaires with up to twenty-five (25) questions total
	Background check package(s)	Y	Up to five (5)
	Non-integrated assessment test(s)	N	Up to five (5)
	Candidate self-scheduling enablement <i>(not including calendar set-up)</i>	N	
	Outlook Office 365 or Google Calendar scheduling integration	N	
	Masked candidate screening	Y	Up to two (2) segment(s) and associated segmented security group(s)
Offer letter template(s)	Y	One (1) (up to four (4) conditional text blocks per letter)	

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Employment agreement template(s)	N	
	Recruiting agencies	N	
	Additional custom notifications	Y	Up to five (5)
	Additional (non-application) questionnaires	Y	Up to two (2)
	Candidate document templates	Y	Up to two (2)
	Messaging	Y	
	Custom security groups	Y	Up to three (3) (up to one (1) intersection security group)
	Modifiable business processes	Y	<ol style="list-style-type: none"> 1. Job application (one (1) dynamic workflow) – maximum of one (1) label override per stage 2. Job requisition 3. Offer 4. One (1) additional configurable business processes
Learning Management	Extended enterprise enablement	N	
	Standalone lesson enablement	Y	
	Course enablement	Y	Up to four (4) total equivalency rules, up to two (2) total expiration rules, up to two (2) content highlight rules
	Course/program costing/pricing	N	
	Media interaction(s)	Y	Up to two (2)
	Course offering enablement	Y	
	Programs enablement	Y	
	Campaigns enablement	Y	Up to two (2) audiences with up to four (4) condition rules each
	Workday content cloud configuration	Y	
	Learning security segment(s) with associated segment-based security group(s)	Y	Up to three (3)
Custom security groups	Y	Up to three (3) (up to one (1) intersection security group)	

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Modifiable business processes	Y	<ol style="list-style-type: none"> 1. Enroll In content 2. Drop learning enrollment 3. Manage course 4. Up to one (1) additional configurable business processes
Absence Management	Absence countries	Y	One (1)
	Accruals	Y	Up to six (6)
	Time offs	Y	Up to eighteen (18)
	Purchase or sale of time off (paid time off, annual leave, vacation)	Y	
	Holiday calendars	Y	Up to two (2)
	Leave types with an entitlement	Y	Up to five (5)
	Leave of absence validations	Y	Up to five (5)
	Leave types without an entitlement	Y	Up to ten (10)
	Self-administration of leave of absence	Y	
	Work schedule calendars with eligibility rules	Y	One (1)
	Work schedule calendars without eligibility rules	Y	Up to ten (10)
	Leave segment security groups	Y	Up to three (3)
Modifiable business processes	Y	Request time off Correct time off Request leave of absence Request return from leave of absence <ul style="list-style-type: none"> • Up to four (4) total process steps • Up to four (4) notifications Absence calendar No steps or notifications	
Time Tracking	Time tracking countries	Y	One (1)
	Time entry codes	Y	Up to ten (10)
	Time calculations	Y	Up to ten (10)
	Time entry validations	Y	Up to five (5)
	Time tracking templates	Y	Up to six (6)

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Configurable alerts, including reports required to build necessary alerts	Y	Up to three (3)
	Time tracking aligned period schedules	Y	Up to two (2)
	Custom security groups	Y	Up to two (2) intersection security groups to support employee and manager self-service
	Modifiable business processes	Y	Enter time a. Up to four (4) total process steps b. Up to four (4) notifications Reported time batch event a. Up to one (1) total process step Up to two (2) notifications
Payroll	Pay groups	Y	Up to two (2)
	Earning codes	Y	Up to seventy-five (75) pay components
	Deduction codes	Y	Up to fifty (50) pay components
	Federal Identification Numbers (FEIN)	Y	Up to two (2)
	States/provinces	Y	Up to one (1)
	Local tax authorities	Y	Will configure all necessary locals to comply with state requirements
	Pay frequencies	Y	Up to two (2)
	Payroll period schedules	Y	Up to two (2)
	Configure payroll calculation rules	Y	
	Configure Workday on-cycle and on-demand paycheck template	Y	Up to one (1) each
	Configure payment elections	Y	Up to one (1) payment election rule
	Garnishments	Y	
	Bank depository and source bank accounts	Y	Up to two (2)
	Configure pay slips	Y	Up to one (1)
	Establish payroll accounting to generate and review payroll accounting data	Y	
Establish comparison rules and audit components	Y		

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Settlement rules	Y	
	Third-party payroll provider provides tax, garnishment, check, and deposit advices	Y	
	Configure retroactive payroll processing	Y	
	Configure FLSA calculations – using delivered Workday functionality	Y	Standard forty (40) hour/week FLSA processing in Scope
	Custom security groups	Y	One (1) (can be an intersection security group)
	Modifiable business processes	Y	Up to five (5) configurable business processes
	Custom payroll calculations (value compare, instance set, conditional, etc.) as needed to support CSLLC best practice configuration	Y	
	Payroll standard dashboards: <ul style="list-style-type: none"> • Year end • Payroll compliance • Payroll command center 	Y	
	Worker costing allocations	Y	Single dimension
Core Financial Management, Accounting and Finance	One (1) currency (USD)	Y	
	<ul style="list-style-type: none"> • Companies (legal entities) • Cost centers • Custom organizations 	Y Y Y	Up to five (5) companies organized in up to three (3) company hierarchies Cost centers organized in up to two (2) independent hierarchy structures with up to four (4) hierarchy levels each Up to one (1) custom organization if needed with a hierarchy structure
	Locations	Y	Up to two hundred (200) business asset and ship-to locations and up to three hundred (300) inventory locations organized in a hierarchy structure with up to four (4) levels of hierarchy
	Custom security groups	Y	Up to two (2)
Financial Accounting	FDM design and utilizing Workday worktags for analytics	Y	
	Account sets (parent-child relationship)	Y	One (1) parent-child account set configuration

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Ledger account summaries	Y	One (1) ledger account summary structure with up to five (5) levels
	Configure standard/delivered account posting rules <ul style="list-style-type: none"> Including spend and revenue categories and account posting rules for operational transactions 	Y	One (1) posting rule set
	Categories	Y	Revenue categories with one (1) hierarchy structure containing up to four (4) levels Spend categories with one (1) hierarchy structure containing up to four (4) levels
	Custom worktags	Y	One (1)
	Custom reports to support financial reporting for Generally Accepted Accounting Principles (GAAP) and regulatory reporting requirements, Workday financial statements for external reporting, and internal management reports	Y	See table in Appendix B for a list of reports
	Allocations	Y	Up to ten (10)
	Fiscal schedule (fiscal year)	Y	
	Fiscal summary schedule(s)	Y	
	Custom validation(s)	Y	Up to one hundred (100) custom validations
	Banking and Settlement	Financial institutions	Y
Configure check printing modifications and electronic bank integrations (type of electronic payments, wire payments and positive pay, unique by company)		Y	Check printing configured for one (1) financial institution
Cash position		N	
Bank reconciliation automation and integrations		Y	All operational bank accounts at one (1) financial institution
Supplier settlement via check or electronic payments		Y	Electronic payment automation and integrations configured for one (1) financial institution
Budgets	Structures (financial, award, project)	Y	Parent-child structure set up for the financial plan
	Position budget structure	N	

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Ledgers for encumbrances	Y	
	Budget checking for operational, grants, and project budgets	Y	
	Payroll commitment accounting	N	
Supplier Accounts	Suppliers including payment terms, attributes for payments and 1099 reporting	Y	
	Active header level purchasing contracts	Y	
	Supplier categories and groups	Y	
	Check or electronic payments for supplier settlement(s)	Y	
	Tax books, excluding actuals	N	
	Custom security groups	N	
Business Assets	Depreciation profiles	Y	
	Asset books	Y	
Procurement	Punchouts	Y	One (1) supplier
	Purchase order layout	Y	Workday delivered purchase order layout
	Receiving and matching	Y	
	Supplier portal functionality	Y	
	Request for Quotation ("RFQ") processes	Y	
Expenses	Worker expense preferences	Y	
	Expense policy security groups	Y	Up to five (5) expense policy security groups
	Expense items	Y	Configuration of up to one hundred (100) expense items
	Expense item groups	Y	
	Business purposes	Y	
	Expense payment election rules	Y	
	Custom security groups	N	
Customer Accounts	Customer attributes for billing and collection through aging reports and collection disputes	Y	
	Invoice layout(s)	Y	Up to one (1) custom customer Invoice layout

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Statement layout(s)	Y	Up to one (1)
	Custom security groups	N	
Project and Work Management	Projects of medium complexity including:	Y	
	<ul style="list-style-type: none"> • Project phases • Project tasks • Project worker roles/talent pools • Project groups • Basic projects 	Y Y Y Y Y	
	Delivered Workday capital project functionality	Y	
	Delivered Workday billable project functionality	N	
	Project hierarchies	Y	One (1) primary and one (1) optional project hierarchy structure with up to four (4) levels in each
	Project templates (project, project plan, or a combination thereof)	Y	
	Custom security groups	N	
Grants Management	Grants: hierarchies, security, business processes, and Award Cost Processing (ACP)	Y	Up to five hundred (500) active grants organized into one (1) hierarchy structure with up to four (4) levels
	Awards	Y	
	Sponsors	Y	
	Award proposals	Y	
	Custom security groups	N	
People Experience	Workday assistant	Y	
	Natural workspaces	Y	
	Case management case type(s)	Y	Up to ten (10) (one (1) eligibility rule each)
	Case management service categories	Y	Up to five (5)
	Case management service team(s)	Y	Up to ten (10) (one (1) service level agreement and one (1) routing rule each)
	Knowledge base audience(s)	Y	One (1) knowledge base category each
	Journey builder(s)	Y	Up to three (3)
	Journey custom card(s)	Y	One (1)

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Custom security group(s)	N	
Mobile Solutions	Configure mobile-specific tenant settings	Y	
	Security to allow mobile access	Y	
	Access for iPhone, iPad, and Android	Y	
Employee Self-Service	Employee self-service for all Workday functionality specified above	Y	
Manager Self-Service	Manager self-service for all Workday functionality specified above	Y	

Adaptive Planning		
Function	Functionality Scope	In Scope (Y/N)
General:	Ability to create annual plan	Y
	Ability to reforecast monthly	
	One (1) chart of accounts structure across organization	
	One (1) fiscal calendar across organization	
	One (1) currency for planning	
Planning Models:	Revenue Planning: <ul style="list-style-type: none"> • Driver-based revenue model to support multiple revenue streams • Up to five (5) supporting schedules to build bottom-up revenue plan which will allow for direct data entry at revenue account and funding source • Total calculations not to exceed twenty (20) 	Y
	Cost of Labor: <ul style="list-style-type: none"> • Up to five (5) employee types planned down to the individual employee/position • Salary and hourly assumptions, as well as merit increases • Ability to forecast salary increase based on step and grade • Merit increases to be evaluated against maximum pay scale for the grade • Allocations based on the funds and organization (company and/or department) • Fringe benefits and tax rates • Calculate total cost burden by employee/position • Total calculations not to exceed twenty (20) 	Y
	Expense Planning: <ul style="list-style-type: none"> • Up to one (1) expense model to capture non-personnel related expenses 	Y

Adaptive Planning		
	<ul style="list-style-type: none"> Up to five (5) supporting schedules to build bottom-up expense plan Total calculations not to exceed twenty (20) 	
	Capital Planning: <ul style="list-style-type: none"> Capital sheet will allow to plan for long term capital improvement projects by funding source 	Y
	Fixed Assets: <ul style="list-style-type: none"> Capital sheet will allow managers to plan for new assets and straight-line depreciation will be calculated based on in service date and useful life Forecasted depreciation expense for existing assets will be imported from Workday 	Y
	Allocations: <ul style="list-style-type: none"> Up to five (5) single step departmental allocations utilizing Workday Adaptive Planning's native allocation engine 	Y
Reporting:	Maximum of five (5) Adaptive Hypertext Markup Language (HTML) reports	Y
	End-to-End process KT sessions will be conducted during the Deploy stage to train the trainer along with Client specific process documentation	
	Provide template for testing scenarios and training material	
Knowledge Transfer/Training	Adaptive Insight's implementation methodology involves KT and testing during and after every model	Y
	End-to-End process KT sessions will be conducted during the Deploy stage to train the trainer along with Client specific process documentation	
	Provide template for testing scenarios and training material	
Out-of-Scope:	Balance sheet and cash flow forecasting	N
	Third-party integrations	N

Appendix E – Data Conversion

In Scope person population(s) which are active at time of the Go-Live conversion extract will be included in the conversion process. Clients’ workers who were terminated in the current year based on the final extract date will be included in the data conversion to Workday to support rehires and reporting.

Finance-related History Conversion Assumptions:

- Suppliers active in the two (2) years prior to Go-Live
- Customers active in the two (2) years prior to Go-Live

Function	Scope
HCM	
Active Employees	<ul style="list-style-type: none"> • Up to one thousand (1,000) active Full-Service Equivalent (FSE) employees or contingent workers including current associated personal data and current job record • Current data records and job details for all active employees using their current data record • Compensation – current compensation information only • Job and compensation history - unlimited "History from Previous System" • Attachment of third-party documents is out-of-Scope • No transactional history
Terminated Employees	<ul style="list-style-type: none"> • Terminated workers who received payment in 2024 (using worker object) • Terminated workers will be converted to a Workday organization specified for terminated workers rather than the historical organization structure. • Only a terminated worker’s data at time of termination (i.e., last data record) • Up to five hundred (500) retirees within one (1) benefit group • No history loaded
Benefits	<ul style="list-style-type: none"> • Current benefit elections • Medical history for current year for ACA reporting • ACA worker hours and wages • Dependents and beneficiaries • Benefit annual rates • Worker wellness and tobacco usage
Absence Management	<ul style="list-style-type: none"> • Time off balance conversion included • Active leaves for the previous twelve (12) months (balance as of Go-Live date, not daily balance conversion) • Time off event conversions excluded
Time Tracking	<ul style="list-style-type: none"> • Excluded from the Scope for Go-Live
Recruiting	<ul style="list-style-type: none"> • Up to one hundred (100) open job requisitions and corresponding open positions • Prospect conversion excluded • Open positions not associated with job requisitions excluded • Active candidate data conversion excluded

Function	Scope
Performance & Development	<ul style="list-style-type: none"> • No transactional history • No prior performance reviews • One (1) year of overall rating history for performance review if advanced compensation is in Scope. Note that this includes simplified templates with only the rating value (not entire performance review) • No goal history
Succession Planning	<ul style="list-style-type: none"> • Excluded from Scope
Payroll	<ul style="list-style-type: none"> • Current YTD wages and payroll tax data, including taxable wages and subject wages for federal, state, and local taxes reconciled to tax returns to be loaded by quarter, up to two (2) total history conversion loads • Withholding orders are excluded (active orders to be manually entered by Client) • Tax elections • Worker payment elections • Single dimension costing allocation • Ongoing payroll input will be loaded by Client via EIB/integration
Learning	<ul style="list-style-type: none"> • Up to forty (40) instructor assignments • Up to twenty (20) standalone lessons • Courses: Up to fifty (50) active digital and/or blended courses with up to five (5) lessons each • Course offerings: Up to twenty (20) with up to five (5) components each (referencing existing or in Scope blended courses) • Programs: Up to five (5) programs with up to five (5) components each (referencing existing or in Scope lessons or courses) • Campaigns: Up to five (5) campaigns with up to five (5) components each (referencing existing or in Scope lessons, courses, or programs) and up to two (2) reminders each • Historical records: excluded • Historical courses: excluded • External instructors and learners: excluded
Financial Management	
Financial Accounting	<ul style="list-style-type: none"> • Single summarized journal for each company per period with a maximum of one (1) year plus current YTD - prior year ending balance • Company base currency only • Transactional/detailed journals are out-of-Scope and will not be included
Banking & Settlements	<ul style="list-style-type: none"> • Beginning balance • Unreconciled open items
Budgets	<ul style="list-style-type: none"> • One (1) prior year and current year budget data
Customer Accounts	<ul style="list-style-type: none"> • Customers with activity within two (2) years prior to Go-Live • Open account receivables items
Customer Contracts	<ul style="list-style-type: none"> • The remaining balance of two hundred fifty (250) active customer contracts and open fixed fee customer contract line types

Function	Scope
Supplier Accounts	<ul style="list-style-type: none"> • Up to ten thousand (10,000) suppliers active in the past two (2) years • Supplier invoice history in current calendar year for 1099 reporting • Open supplier invoices are out-of-Scope
Procurement	<ul style="list-style-type: none"> • Open approved purchase orders at time of Go-Live • Open supplier contracts at time of Go-Live • Receipts for open approved purchases orders at time of Go-Live • Open requisition conversion is out-of-Scope • Open RFQs are out-of-Scope
Business Assets	<ul style="list-style-type: none"> • Up to two thousand (2,000) active capitalized assets, reconciled to balance sheet (non-Work in Progress (WIP) related assets only) • Up to two thousand (2,000) tracked expensed assets (no cost)
Expenses	<ul style="list-style-type: none"> • Worker payment elections for expense payments
Projects	<ul style="list-style-type: none"> • Up to five hundred (500) projects active at the time of or one (1) year prior to Go-Live with attributes
Adaptive Planning (Workday Data Management)	<ul style="list-style-type: none"> • Import GL trial balance from Workday (up to one (1) year historical) • Import metadata from Workday (up to ten (10) dimensions) • Import personnel roster from Workday for existing and open positions • Configure user-sync with Workday