CONSULTANT:	IBM Corporation ("IBM")
CONTACT PERSON:	Seth Horner, Regional Sales Director
ADDRESS:	1 Orchard Road Armonk, NY 10504
FEDERAL TAX ID NUMBER/U.B.I. NUMBER:	13-0871985
TELEPHONE/FAX NUMBER:	(323) 710-4242 / shorner@ibm.com
COUNTY DEPT:	Information Technology
DEPT. CONTACT PERSON:	Viggo Forde, IT Director
TELEPHONE/FAX NUMBER:	(425) 388-3739 / Viggo.forde@snoco.org
PROJECT:	Enterprise Resource Planning Solution Implementation Services
AMOUNT:	$15,066,252.00
FUND SOURCE:	505-52146004109
CONTRACT DURATION:	Five (5) years from contract execution unless extended or renewed pursuant to Section 2 hereof

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County" or "Client") and International Business Machines Corporation ("IBM" or "Contractor"), registered to conduct business in the State of Washington. In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is for implementation Services for an Enterprise Resource Planning solution. The scope of Services is as defined in Exhibit A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP-25-0417BC, ERP Implementation Services.

The Services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the Services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the Services shall be of good quality. The Contractor represents that it is fully qualified to perform the Services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Definitions.

A. "Accept" or "Acceptance" means the work and/or Deliverable substantially satisfies the functions and specifications agreed to by both parties and as described herein or in Exhibit A; and (ii) the work and/or Deliverables shall be deemed delivered and Acceptable by the County, following completion of any Acceptance criteria with written acknowledgement from the County testifying of Acceptance if applicable, after the rendering of work and the delivery of Deliverables as described in the Agreement, Exhibit A.

B. "Deliverable" means the documentation and Services to be delivered under this Agreement.

C. "Services" means, individually or collectively, all installation, implementation, integration, testing, development, conversion, training, consulting, and support Services, and any other professional or other Services that may be provided by the Contractor to the County under this Agreement.

3. Term of Agreement; Time of Performance. This Agreement shall be effective upon contract execution (the "Effective Date") and shall terminate five (5) years from the Effective Date, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) one (1) year terms, at the sole discretion of the County, by written notice from the County to the Contractor. PROVIDED, HOWEVER, that the County's obligations after December 31, 2026 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

4. Compensation.

A. Services. The County will pay the Contractor for Services as and when set forth in Exhibit A – Statement of Work, which is attached hereto and by this reference made a part of this Agreement. Fixed price work payments shall be as described in Exhibit A and shall include payment based on achievement of milestones or completion and Acceptance of Deliverables. For fixed price projects, fixed price invoices will be sent in accordance with the milestone schedule set forth in the fixed price SOW.

B. Overhead and Expenses. The Contractor's compensation for Services includes overhead but does not include specific reimbursable expenses, which will be allowed only as and to the extent set forth in Exhibit A attached hereto and by this reference made a part of this Agreement. County will reimburse Contractor for all necessary and reasonable travel, lodging and meal expenses incurred by Contractor's personnel in performing the Services hereunder in accordance with County Travel Policy 1211 attached hereto as Exhibit B.

C. Invoices. Upon completion of each milestone, the Contractor shall submit a properly executed invoice to the County indicating that all of the work has been completed and Accepted by the County, and the amount of the milestone payment due from the County. All invoices shall be submitted to DIS.Admin@co.snohomish.wa.us. No more often than monthly, the Contractor may invoice for any reimbursable expenses incurred by the Contractor in performing the work. The invoice shall include an itemization of any reimbursable expenses incurred by the Contractor in performing the work, together with reasonable documentation substantiating such expenses, all in accordance with this Section 4, and Exhibit A. Subject to Section 9 of this Agreement, the County will pay the invoice within thirty (30) calendar days of receipt in accordance with RCW 39.76.011.

D. Payment. The County's preferred method of payment under this contract is electronic using the County's "e-Payable" system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email SnocoEpaybles@snoco.org and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County's e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic ("e-Payable") payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or Services covered by the Invoice. No advance payment shall be made for the goods or Services furnished by Contractor pursuant to this Contract.

E. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?
Yes ☐ No X☐

F. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed $15,066,252.00 for the initial term of this Agreement (excluding extensions or renewals, if any).

5. Independent Contractor. The Contractor agrees that Contractor will perform the Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed

by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed Services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ, and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend, and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities, and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

6. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films, or any other materials created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County upon payment for the Services which produced the "work made for hire" . Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Materials, including works of authorship delivered to County, but not created, under the SOW, and any modifications or enhancements of such works made during the performance of the Services "Existing Works" and which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed, or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

7. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

8. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Chris Syberg
Title: Consultant
Department: Information Technology
Email: chris.syberg@snoco.org

9. County Review and Approval. When the Contractor has completed any milestone, the Contractor shall verify that the work complies with the mutually agreed Acceptance criteria set forth in the Statement of Work or SOW (the "Requirements"). The Contractor shall then notify the County that said work is complete by submitting a Deliverable Acceptance Certificate (DAC) attached as Appendix 3 of the SOW. Upon Contractor's submission of the DAC, County shall review the DAC and approve it or notify Contractor in writing of discrepancies and errors found in the DAC within five (5) business days. If the County requires revisions to the applicable DAC, all required changes shall be collected and consolidated by the County into one document and provided to the Contractor within ten (10) consecutive business days of receipt of DAC. Contractor shall revise the DAC for the County and resolve the discrepancies or errors, or provide a written explanation of the reason(s) the DAC should be accepted "as is," in either case within five (5) business days. Upon receipt of the revised DAC and resolution of the discrepancies or errors, or satisfactory written explanation as to why the DAC should be accepted 'as is," County shall a) verify that the discrepancies or errors were resolved, or b) confirm the written explanation is satisfactory and accept the DAC within five (5) business days by signing the DAC. There shall be no new revisions requested for the DAC other than those identified in the initial review. If neither approval nor notification of discrepancies or errors from the County is received by Contractor within the ten (10) business days, the DAC shall be deemed accepted. The Contractor shall receive no additional compensation for time spent correcting discrepancies or errors. Payment for the work shall not be made until the work is Accepted by the County.

If the Contractor fails or refuses to correct the Contractor's work where Contractor is solely responsible for the deficiency, when so directed by the County, the County may withhold payment for the Services.

10. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement, except that a party may assign the Agreement and such rights and obligations to a third party that has acquired all or substantially all of the business or assets of such party related to the performance of this Agreement through a sale, merger, consolidation, reorganization or similar transaction.

11. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7)

years after completion of this Agreement by the Contractor. Upon 10 business days' prior written notice, the County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers, and records of the Contractor which are directly related to this Agreement ("Records") for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

12. Indemnification.

A. Professional Liability.

The Contractor ("Indemnifying Party") agrees to indemnify, defend at its own expense and hold harmless the County and, if any funds for this Agreement are provided by the State, the State and their officers, officials, agents and employees ("Indemnitees") from and against any claims, actions, demands and lawsuits by third parties (a "Third Party") including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses (collectively "Third Party Claims"), arising out of bodily injury to or death of any person or damage to any real or tangible personal property to the extent resulting from and/or caused by the negligence or intentional misconduct of the Indemnifying Party in connection with the performance of the Indemnifying Party's obligations under this Agreement or an SOW. The Indemnifying Party shall have no obligation or responsibility for any Claim to the extent based upon or resulting from the acts or omissions of an Indemnitee.

B. Other.

Contractor shall indemnify, defend and hold harmless the Indemnitees from and against Claims alleging that Contractor's Services or the Deliverables infringe a validly existing Intellectual Property Right of such third party ("IP Claim"). Contractor shall have no obligation or responsibility for any IP Claim to the extent based upon or resulting from (a) the use, operation, or combination of the Services or Deliverables with programs, data, equipment or documentation not supplied or approved in writing by Contractor if such infringement would have been avoided but for such use, operation or combination; (b) modification of the Services or Deliverables, unless such modification has been performed by Contractor or at its direction; (c) the non-compliance with Contractor's written designs, specifications or user documentation supplied to an Indemnitee; or (d) information, direction, specifications or materials provided by an Indemnitee or by a third party not under Contractor's control. If the Services or Deliverables become, or are likely to become, in Contractor's opinion, the subject of an IP Claim, and without limiting Contractor's indemnification obligation above, Contractor shall procure for County (i) the right to continue using the same, or (ii) replace or modify the same to make it non-infringing provided that the replacement or modification performs the same functions and matches or exceeds the performance and functionality of the original. This section states the entire liability of Contractor and the exclusive remedy of the County Indemnitees in respect of infringement by the Services or Deliverables. County shall defend, at its own expense, and indemnify and hold Contractor and Contractor's affiliates harmless from and against any claims, actions, liabilities, losses, costs (including reasonable attorney's fees), suits, damages, costs, or demands, arising out of or relating to any claim by a third party to the extent based on any intentional misconduct or negligent act or omission of Customer.

The Indemnitees shall give the Indemnifying Party prompt written notice of any Claim or IP Claim, as the case may be, and reasonable cooperation and assistance, at the Indemnifying Party's expense, in defending the Claim or IP Claim. The Indemnifying Party shall have sole authority to defend or settle such Claim or IP Claim, provided that the Indemnifying Party shall not settle any Claim or IP Claim in a manner that would admit liability of or create obligations for the Indemnitees without the Indemnitees' prior written consent. The Indemnitees shall not settle any Claim or IP Claim without the Indemnifying Party's prior written consent. Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

C. Limitation of Liability

Neither Party shall be liable for any indirect, incidental, special, punitive or consequential damages, including without limitation loss of profits (otherwise than in respect of any obligation to pay the fees due to IBM), savings, revenue, business or data, however arising, whether in contract, tort (including negligence) or any other legal or equitable theory, even if it has been advised of the possibility of such damages. Notwithstanding anything to the contrary, IBM's liability to the County shall not exceed the fees and expenses actually paid by the County to IBM, in each case pursuant to the SOW out of which the liability arose.

The limitations set forth above shall apply regardless of whether a claim or liability is in contract, tort (including negligence) or any other legal or equitable theory, and notwithstanding the failure of any limited remedy of its essential purpose.

The County's sole and exclusive remedy with respect to any alleged breach of a license or subscription agreement for, any warranty under a license or subscription agreement for, or the suitability, characteristics, functionality or performance of, or infringement of Intellectual Property Rights by, Third Party Software shall be in accordance with the terms of the license or subscription agreement or related agreements between the County and the Third Party Software vendor and IBM shall have no liability therefor.

13. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

A. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors, and Omissions coverage, if applicable, may be written on a "claims made" basis and Crime Coverage may be written on a "loss discovered" basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 13, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

B. Intentionally Deleted.

C. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

i. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a $2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

ii. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

iii. Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing Services under this Agreement;

iv. Employers' Liability coverage: $1,000,000;

If Contractor has access to Confidential Information or Personally Identifiable Information, Contractor shall also carry Privacy and Network Security (also known as Cyber) insurance in the amount of not less than Two Million Dollars ($2,000,000) for each claim and in the aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

v. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limits no less than $5,000,000 per occurrence or claim, $5,000,000 aggregate.

vi. Intentionally deleted.

vii. Crime Insurance: Crime Coverage to include employee theft, wire transfer, by any means, including a computer, forgery, and mail, with minimum limit $2,000,000 per occurrence. Form should also include client coverage of minimum limit $2,000,000

D. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation/ Employers Liability, Professional Liability, and Crime Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

i. The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees, and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

ii. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

iii. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

iv. Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements.

E. Subcontractors. The Contractor shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

14. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in

employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

15. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

16. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

17. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state, and local laws, rules, and regulations in performing this Agreement.

18. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms, and requirements of any federal, state, or other grant, if any, that wholly or partially funds the Contractor's work hereunder provided that; Contractor is given a reasonable amount of time to review and agree upon the conditions, terms and requirements prior their effective date of the conditions, terms and requirements .

19. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

20. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control,

including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

21. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 22 of this Agreement.

22. Non-Waiver of Breach; Termination.

A. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. If the Contractor breaches any of its material obligations hereunder, where such breach is solely due to Contractor's acts or omissions and fails to cure the same within ten (10) business days of written notice or some longer period agreed to by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the Services and corresponding reimbursable expenses, if any, Accepted by the County in accordance with Sections 4 and 9 hereof.

C. The County may terminate this Agreement upon thirty (30) days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 4 and 9 hereof for the Services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement up to the effective date of termination.

D. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 22, waive, release, or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement..

23. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish County Information Technology
3000 Rockefeller Avenue, M/S 709
Everett, Washington 98201
Attention: Senior Contract Specialist

and to: Snohomish County Purchasing Division

3000 Rockefeller Avenue, M/S 507
Everett, Washington 98201
Attention: Purchasing Manager

If to the Contractor: IBM Corporation
1 Orchard Road
Armonk, NY 10504
Attention: Corporate Counsel
PublicSectorLegalNotices@ibm.com

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

24. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

25. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

26. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall

include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

27. Entire Agreement and Order of Precedence. The Contractor was selected through the County's RFP identified in Section 1. The RFP and the Contractor's response are incorporated herein by this reference. This written Agreement and its corresponding exhibits constitute the entire agreement between the parties with respect to the subject matter contained herein, superseding all previous agreements, statements or understandings pertaining to such subject matter. In the event of any conflict between this Agreement and any of the attached exhibits, the precedence of documents shall be as follows:

1. Agreement
2. Exhibit A – Statement of Work and Appendices
3. Exhibit B – County Travel Policy 1211
4. Exhibit C – Business Associate Addendum
5. RFP-25-0417BC
6. Contractor's Response to RFP-25-0417BC

Notwithstanding the foregoing, in the event of a conflict between this Agreement and Appendix 7 - Data Processing Addendum (DPA) incorporated through Exhibit A - Statement of Work, the DPA shall prevail with respect to matters relating to the processing and protection of personal data.

28. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

29. No Third-Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

30. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

31. Severability. Should any clause, phrase, sentence, or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

32. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

33. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

34. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

35. Change Orders. At any time prior to completion of Services or a Deliverable under an SOW, either party may request that a change (including without limitation, a modification, addition or reduction) be made to such SOW in accordance with the Change Control Process described in an SOW. Any such changes shall be by written request detailing the changes involved and any related changes to the schedule and project budget (a "Project Change Request or PCR"). Contractor may also request a change if a milestone or Deliverable/deliverable dates in a fixed price project schedule in an SOW change by more than seven (7) business days or if Contractor is prevented from completing certain Deliverables due to the County's acts or omissions so that Contractor can bill for the additional work to complete the Deliverable within a particular milestone. Either party may reject a requested change. Written Acceptance, or feedback regarding the change request or rejection of a PCR must occur within ten business (10) days of receipt of a PCR. Contractor shall not proceed with any work beyond the scope of work set forth in an SOW until a written change to an SOW is executed by the parties. County shall determine if the approval of a specific PCR requires a formal amendment to the Agreement.

SNOHOMISH COUNTY:

Teigen, Thomas
Digitally signed by Teigen, Thomas
Date: 2026.03.31 11:04:54 -07'00'

County Executive Director Date

Approved as to insurance
and indemnification provisions:

Barker, Sheila
Digitally signed by Barker, Sheila
Date: 2026.03.19 08:38:44 -07'00'

Risk Management Date

Approved as to form only:

Wendling, Rebecca
Digitally signed by Wendling, Rebecca
Date: 2026.03.18 12:18:21 -07'00'

Deputy Prosecuting Attorney Date
Subject to Memo IS26-004G

IBM CORPORATION:

Jennifer Parker
Jennifer Parker (Mar 18, 2026 17:50:42 PDT)
Date

Partner, IBM Consulting

Exhibit A

Statement of Work

Snohomish County, WA
for
Enterprise Resource Planning
System and Implementation

Table of Contents

This Statement of Work (SOW), subject to the Agreement for Professional Services dated March 31, 2026, together with all exhibits, schedules, appendices, and attachments (collectively "the Agreement) between Snohomish County ("the County or "Client") and IBM ("IBM" or "Contractor") is intended to set forth the Services and Deliverables that IBM shall provide to the County, and includes a description of the scope, roles, responsibilities, tasks, milestones, and timeframe for the implementation of the Oracle ERP Cloud applications at the County as mutually agreed by both parties.

Terms used but not defined herein shall have the meaning(s) set forth in the Agreement.

1. Definitions and Glossary

Defined below are some terms and most commonly used abbreviations in this SOW.

Term	Definition
Business Unit	A unit of an enterprise that performs one or more business functions. In Oracle Fusion Cloud Applications, Business units are used within Oracle Fusion applications for management reporting, processing of transactions, and security of transactional data.
Change Management	The structured approach to transitioning individuals, teams, and organizations to new ERP processes and technologies.
Project Change Request	A formal document requesting a change in the originally defined scope of work as outlined in an SOW, which identifies changes in scope, timeline, and/or budget and requires written approval from both parties. This document, if approved, serves as an extension of the SOW to document the approval to proceed with the change in scope work efforts.
Cost Center	Smallest segment of an organization for which you collect and report costs (see Department)
Customization	Modifying the ERP software to meet specific business needs.
Configuration	Adjusting ERP settings without changing core code to align with business processes.
Data Migration	Transferring data from legacy systems to the new ERP system.
Day in the Life (DILO)	Scenarios which align requirements to business processes.
Department	An organization with one or more operational objectives or responsibilities that exist independently of its manager and has one or more workers assigned to it. The financial performance of Departments is generally tracked through one or more Cost Centers. HCM assigns workers to Departments and tracks the headcount at the department level.
Enterprise Domain Model (EDM)	IBM's implementation methodology, which contains Oracle specific methods, templates, and scripts.
Enterprise Resource Planning (ERP)	May refer generally to the entire integrated suite (finance, HR, and supply chain) or to finance only
Fit to Standard	Changing the County business process or requirements to align with Oracle Delivered functionality
Fully Integrated	A single, unified platform connecting all enterprise processes and departments, allowing real-time data sharing and streamlined operations which include the Oracle Fusion Cloud Applications Suite and third-party integrations
Go-Live	The point at which the ERP system becomes the primary system for business operations.

Term	Definition
Integration	The process of connecting ERP with other software systems (e.g., CRM, third-party applications).
Intermodule Integration	In an ERP System: the seamless connection and interaction between different functional modules within an ERP (Enterprise Resource Planning) system. These modules—such as finance, human resources, supply chain, inventory, sales, and production—work together to ensure data consistency, eliminate redundancies, and enhance workflow efficiency.
Milestone Deliverables	A measurable action or event marking a key progress point in the implementation. The individual Deliverables are defined in Table 11.
Modules	Distinct functional components of the fully integrated application that address specific business areas
Oracle Fusion Cloud Applications	Specific product generation name refers to ERP, HCM, and EPM
Oracle Modern Best Practice	Illustrate common business processes optimized to take advantage of the latest in Oracle's applications and technologies.
Pay Reconciliation Testing (PPT)	Comparison of Oracle system payroll results to the entire legacy system payroll results for a specified pay periods to validate Oracle system calculations for all employees, employee groups, pay types, and benefit types.
Phase	A major time segment in which a set of modules are implemented.
Requirements Traceability Matrix (RTM)	Document used to track business and process flow requirements through Stages of the project.
Stage	A repeatable chronological grouping of tasks and milestones which are executed within a Phase. Initiate, Define, Model, Verify, Deploy and Post-Production are stages.
Sprint	Session to validate design and requirements of the application by carrying out typical or key business processes.
System Integration Testing (SIT)	Round of testing in which users execute test scripts and provide feedback to validate end to end system processes meet business objectives as designed
User Acceptance Testing (UAT)	Final round of testing in which end users execute test scripts and provide feedback to validate the system meets business objectives as designed.

Acronym	Acronym Description
ACFR	Annual Comprehensive Financial Report
ADW	Autonomous Data Warehouse
API	Application Programming Interface
BI	Business Intelligence
CCB	Change Control Board
CLM	Contract Lifecycle Management
COA	Chart of Accounts
CoE	Center of Excellence
CPQ	Configure Price Quote
CRM	Customer Relationship Management
CRP	Conference Room Pilot
DILO	Day in the Life of

Acronym	Acronym Description
EDM	Enterprise Domain Methodology
EPM	Enterprise Performance Management
ERP	Enterprise Resource Planning
ESC	Executive Steering Committee
FDI	Fusion Data Intelligence
HR	Human Resources
HCM	Human Capital Management
IT	Information Technology
KDD	Key Design Decision
KPI	Key Performance Indicator
OAC	Oracle Analytics Cloud
OCM	Organizational Change Management
OIC	Oracle Integration Cloud Service
OTBI	Oracle Transactional Business Intelligence
PCI	Payment Card Industry
PCR	Project Change Request
PMIS	Project Management Information System
PMO	Project Management Office
QA	Quality Assurance
RAID	Risk, Action Item, Issue, and Decision
RFP	Request for Proposal
RICE	Reports, Integrations, Conversions, Extension
RTM	Requirements Traceability Matrix
SaaS	Software as a Service
SIT	System Integration Testing
SME	Subject Matter Expert
SR	Service Request
TNA	Training Needs Analysis
TTT	Train the Trainer
UAT	User Acceptance Testing
USD	U.S. Dollar
VPN	Virtual Private Network

2. Scope of Work

2.1 Oracle ERP Applications to be Implemented

The project scope constitutes the implementation of the software applications and packages identified in **Table 1 Scoped Software Footprint.**

Table 1 Scoped Software Footprint

Phase	Oracle SKU	Modules to be Implemented
Phase 1 Financials & Procurement	B91084 – Oracle Fusion Enterprise Resource Planning Cloud Service	General Ledger Accounts Payable Accounts Receivable Fixed Assets Cash Management Expenses Lease Accounting Project Financials Project Contract Billing Grants Management
	B86841 – Oracle Fusion Document Recognition Cloud Service	AP Invoice Imaging
	B91086 – Oracle Fusion Procurement Cloud Service	Self Service Procurement Purchasing Supplier Portal Procurement Contracts Sourcing
	B91064 - Oracle Fusion Supply Chain Execution Cloud Service	Inventory
	B93514 - Fusion ERP Analytics	ERP Analytics
Phase 2 HCM - HR/Payroll	B85800 – Oracle Fusion Human Capital Management Base Cloud Service B95499 - Oracle Fusion HCM Communicate Cloud Service	Core HR Self Service HR Benefits Absence Management
	B109620 - Fusion Workforce Compensation Cloud Service	Compensation
	B75365 – Oracle Fusion Time and Labor Cloud Services	Oracle Time and Labor
	B110322 - Fusion Payroll Cloud Service for the United States	Payroll
	B87675 - Oracle Fusion Recruiting Cloud Service B95763 - Oracle Fusion Recruiting Booster Cloud Service	Recruiting
	B92354 -Fusion HCM Analytics	HCM Analytics
	B87365 - Oracle HIPAA Advanced Security	HIPAA
Phase 3 Planning & Budgeting	B91074 - Oracle Enterprise Performance Management Enterprise Cloud Service	Planning and Budgeting Enterprise Performance Reporting
	B91077 - Oracle Additional Application for Oracle Enterprise Performance Management Enterprise Cloud Service	One (1)
Phase 4 Advanced HCM	B87388 - Oracle Fusion Human Resource Help Desk Cloud Service	HR Help Desk - Grievances
	B89482 - Oracle Fusion Workforce Health and Safety Incidents Cloud Service	Health and Safety

Phase	Oracle SKU	Modules to be Implemented
	B94925 - Oracle Fusion Talent Management Cloud Service	Goals Management Performance Management Talent Review Career Development
	B85242 - Oracle Fusion Learning Cloud Service B95657 - Oracle Fusion Learning Connect Cloud Service	Learning
Tech	B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each (i.e., Dev1 and Dev2)	Four (4)
	Oracle Integration Cloud (OIC)	3- Enterprise message packs

The following Oracle SKUs are in Oracle's Bill of Materials to the County but are not scoped. If any of the optional services in Section 3.16 are requested by the County, the County will acquire the associated SKUs for that optional service..

Table 2 Out of Scope SKUs

Oracle SKU
B91920 - Oracle Enterprise Data Management (EDM) Cloud Service - Hosted 1,000 Records
B93515 - Additional Test Environment for Oracle Fusion Analytics Warehouse - Each
B95573 - Oracle Fusion Touchpoints Cloud Service - Hosted Named User

The County shall procure Oracle Cloud applications subscriptions for all Modules to be implemented as defined above in Table 1, prior to the start of the implementation project. The scope of the implementation will be governed by the available functionality within the Oracle modules listed above, business requirements corresponding to the County' functional specifications, subsequent clarifications as per **Appendix 6 - Functional Requirements**, and availability through the configuration of standard Oracle ERP functionality, unless specified as out of scope in Table 2 above.

County will contract with ADP separately for Employee Tax and W2 Management if needed. Any contract between ADP and the County for such services will be in place before the start of Phase 2.

2.2 Project Timeline

The following is the project timeline. As set forth in Section 4, a detailed project schedule for each phase will be established and agreed to by both parties at the beginning of that specific phase.

This is a multi-phased SOW. Prior to beginning any subsequent phase, IBM will reassess and, with County prior written approval, potentially adjust the scope, schedule, and related charges of the applicable subsequent phase(s). As appropriate, IBM shall document proposed changes or adjustments in a Project Change Request (PCR), managed through the change order process as described in **Appendix 4 - Project Change Control Process**. IBM will proceed with work on the subsequent phase(s) once the County has provided written approval of such PCR(s).

Phase 0: Common Design Stage and HCM Process Design Stage – Common Design Stage for Financials, PPM, Procurement and Human Capital Management to begin April 2026 and end June 2026. This is defined in Section 3.1.1 below and includes defining the Chart of Accounts Structure, the enterprise structure, the shared foundation data, and building blocks required for the implementation of both ERP and HCM

Phase 1: ERP (Financials and Procurement) to begin July 1, 2026, with a Go-Live date of July 1, 2027, followed by 90 consecutive calendar days of production support, ending on September 30, 2027.

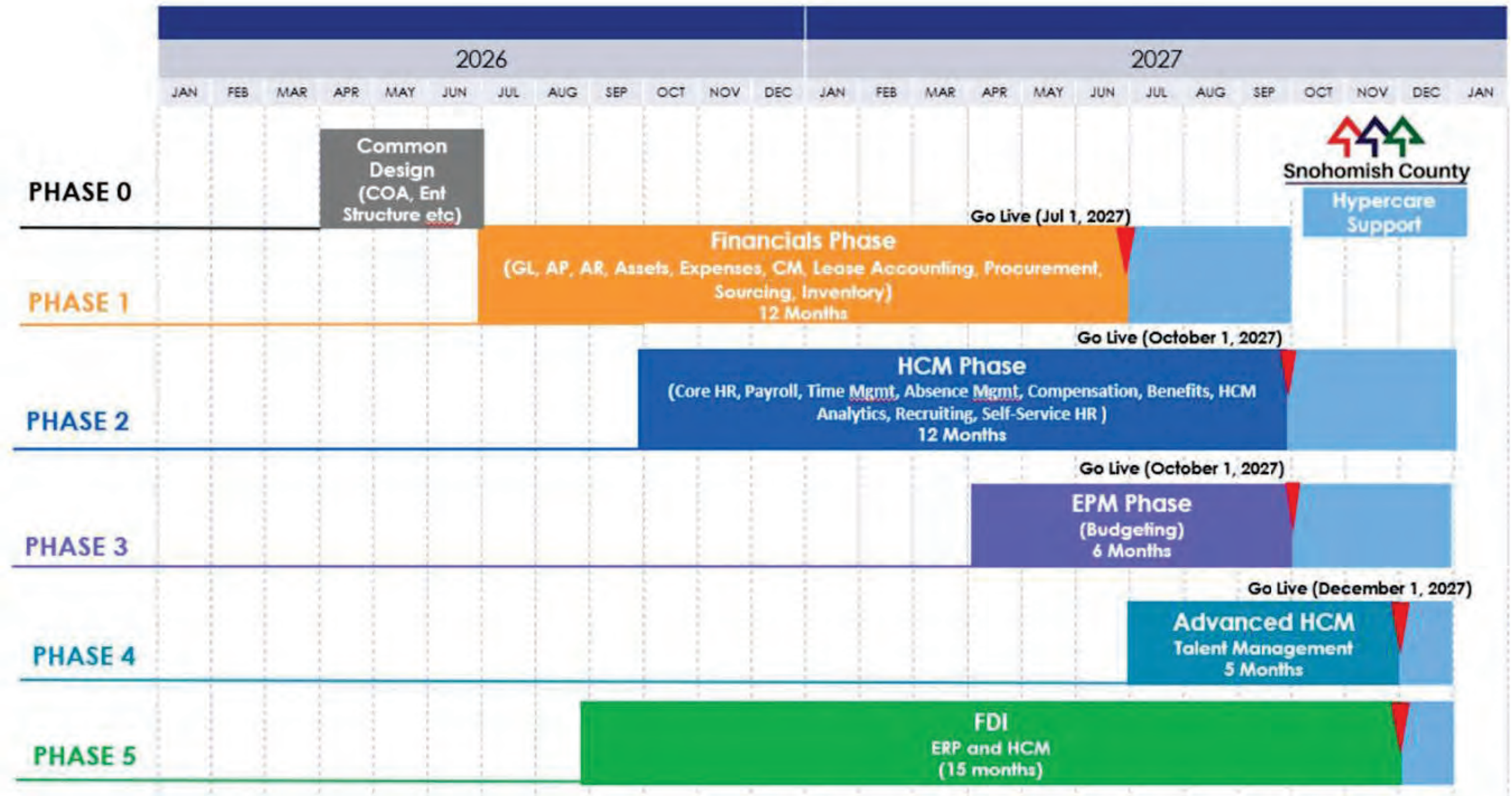
Phase 2: HCM (HCM/Payroll) to begin October 1, 2026, with a Go-Live date of October 1, 2027, followed by 90 consecutive calendar days of production support, ending on December 31, 2027.

Phase 3: EPM (Planning and Budgeting) to begin April 1, 2027, with a Go-Live date of October 1, 2027, followed by 90 consecutive calendar days of production support, ending on December 31, 2027.

Phase 4: Advanced HCM to begin July 1, 2027, with a Go-Live date of December 1, 2027, followed by thirty days (30) consecutive calendar days of production support, ending on December 31, 2027.

Phase 5: FDI to begin August 1, 2026, with a Go-Live date of December 1, 2027. Phase 5 will be completed in two stages: Phase 5A for deployment of Fusion ERP Analytics and Phase 5B for deployment of Fusion HCM Analytics. Each of Phases 5A and 5B will be followed by thirty (30) consecutive calendar days of production support, with the support for Phase 5B ending on December 31, 2027.

The phases are depicted in the graphic below:


2026
2027
JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC JAN
Snohomish County
PHASE 0
Common Design (COA, Ent Structure etc)
Hypercare Support
PHASE 1
Go Live (Jul 1, 2027)
Financials Phase
(GL, AP, AR, Assets, Expenses, CM, Lease Accounting, Procurement, Sourcing, Inventory)
12 Months
PHASE 2
Go Live (October 1, 2027)
HCM Phase
(Core HR, Payroll, Time Mgmt, Absence Mgmt, Compensation, Benefits, HCM Analytics, Recruiting, Self-Service HR)
12 Months
PHASE 3
Go Live (October 1, 2027)
EPM Phase
(Budgeting)
6 Months
PHASE 4
Go Live (December 1, 2027)
Advanced HCM
Talent Management
5 Months
PHASE 5
FDI
ERP and HCM
(15 months)

3. Scope of Services

This section describes the scope of Services associated with the implementation of the Oracle Cloud applications listed in **Section 3.1.1** of this document.

3.1 Implementation Services

IBM shall perform implementation Services necessary to enable the Oracle Cloud applications to operate in a production environment, including:

- **Project Management:** Establish in coordination with the County the necessary plan for governance, tools, resources, and risk mitigation to create and maintain a project management structure, including coordination and collaboration with the County team.
- **Organizational Change Management:** Recommend an Organizational Change Management Strategy and Plan to help maximize employee adoption, usage of Oracle tools, and assist in minimizing resistance to the system.
- **Definition:** Work with key project members to validate and understand project scope, planning, project organization, requirements, and artifacts.
- **Design:** Evaluate available Oracle Cloud ERP business process flows against the functional requirements for application modules in scope to develop the County-specific solution approach. The process shall include a review of built-in best practices within the Oracle Cloud ERP applications using the “fit to standard approach.” The project’s intent is to streamline the business process flows at the County and use standard functionality in the Oracle applications to accomplish the business objectives.
- **System Configuration, Development, and Data Conversion:** Configure, develop, and implement standard Oracle Cloud ERP business process flows, scoped conversion objects, and scoped application interfaces. Conduct system configuration sprints to validate the business flow requirements.
- **Testing and Final Preparation:** Lead the planning and creation of test plans, execution of testing, and final go-live preparation activities. This includes system integration and User Acceptance Testing (led by the County), training, and production cutover plan finalization.
- **Production Go-Live and Support:** To the extent scoped, move the phase of users, application managers, systems operation managers, and business functions, interfaces, and converted data from the pre-production environment to the live production environment. Provide production support Services for the defined production support period.

3.1.1 Fusion ERP Scope

Phase 0 Scope

The scope of this Phase will include the following:

1) **Chart of Accounts Redesign**

Deliverable: A Key Design Document outlining the Chart of Accounts Structure and use of each segment of the Structure

- Stakeholder Engagement: IBM will engage with the County General Ledger (GL) Lead for the Chart of Accounts design. The County GL Lead along with the PMO will ensure the participation of key Client stakeholders from Departments, Payroll, Project Accounting to gather input and ensure the CoA aligns with their informational needs, from high-level budgetary reports to detailed management/financial statements.
- Alignment with Best Practices: IBM will provide guidance to County through workshops, templates, and design artifacts, to structure the CoA according to industry best practices, ensuring it supports transparency, accountability, and ease of use.

- Compliance with Government Accounting Requirements: IBM will provide guidance to ensure the CoA will comply with government accounting requirements, ensuring accurate tracking of budget allocations, expenditures, and financial performance, and meeting GASB guidelines. Review of actual accounting will happen in further phases.
- Structure Supports Reporting and Accounting: IBM will provide guidance to ensure that the CoA supports full-accrual financial reporting. IBM will establish an efficient enterprise design to maintain self-balancing accounts for each fund. They will also provide guidance to make sure the design supports project visibility to enable Client to track budgets, tasks, actual revenue, and costs for each project. The County will provide IBM with the details of the reporting needs from Oracle Cloud Applications to enable creation of accurate financial statements.
- Mapping from Legacy Data Structure to Oracle Fusion: IBM will provide guidance to the County to help in the mapping of the legacy account code combinations to the new CoA design, ensuring efficient data conversion.

2) **Enterprise Structures**
Deliverable: A Key Design Document outlining the Enterprise Structure consisting of the following:

- Ledgers
- Legal Entities
- Business Units
- Inventory Locations
- Project Organizations
- Departments

3) **Workforce Structures**
Deliverable: A Key Design Document outlining the HCM Workforce Structure consisting of the following:

- HCM Departments
- Employees
- Jobs
- Positions

The Enterprise Structure, Chart of Accounts design and Workforce Structure shall be finalized by both parties before the start of Phase 1 of the project. The Chart of Accounts design will include the segment structure including the number and format of account segments and the hierarchy for each segment, to be used in the new Oracle Chart of Accounts. The values for segments in the Chart of Accounts, the hierarchies, and the mapping of the Chart of Accounts values from Source to Target (Oracle Cloud Applications) will be completed by IBM before the end of the Model Stage of Phase 1, with the understanding that the County will continue to update the mapping as needed through the SIT Stage.

4) **Oracle Fusion Module Overview**
System Deliverable: Acknowledgement that the overviews have been completed for all in-scope modules

- The IBM team will provide an overview and standard demonstrations of delivered Oracle functionality for all of the modules in scope for the project.
- This effort will include a review of (i) Data Archival for FDI, and (ii) OGL Premium Implementation listed in Section 3.16 for the County to determine whether to add additional optional scope into Phases 1-5.
- This effort will include dedicated time to review the Oracle EPM module, with allowance for a review of requested features and functionality.
- In addition, IBM will conduct on-premise visit(s) to the County for further analysis and scoping of the Oracle Inventory module and assist the County to choose the 2 departments for which Inventory module will be implemented by both parties during Phase 1. The two Inventory Organizations will not have Work Order Systems associated with them.

5) **Data Migration Templates overview**

Deliverable: Data Migration Strategy (See Deliverables Definitions Section 6.2 for details)

Milestone: Data Migration Template review sessions for selected conversion elements. The IBM team will review with the County team the Data Conversion templates for the following conversion elements:

- GL Value Sets
- GL Opening Balances
- Supplier
- Item Categories/Items
- Workforce Structure
- Employee and Employee Assignment

The IBM team will explain the use of mandatory fields and other key fields that the County can map to the legacy applications from which the data will be extracted by County. IBM will provide guidance on data validation of the extracts. The County team will initiate clean-up of the data on the legacy applications based on the results of this workstream.

6) Integrations Development Planning

Deliverable: Integration Strategy (See Deliverables Definitions Section 6.2 for details)

Milestone: Finalized Inventory List of integrations for Phase 1 and 2

The County Team and IBM team will finalize the Integration Strategy and confirm the integrations to be developed for Phase 1 and 2. The County team will identify the contact for third party applications. This milestone includes assisting the County in determining whether (i) the process or workflow can now be performed within the Oracle Fusion ERP solution (and therefore the integration could be eliminated), or whether (ii) the process or workflow cannot be performed within the Oracle Fusion ERP solution (and therefore the integration must be replicated in the new environment

Integration Strategy Scope

- **Define Integration Objectives:** Identify business processes that need to be integrated (e.g., Finance, SCM, HCM).
- **Choose Integration Patterns:** Decide between REST APIs, SOAP services, file-based integrations, or Oracle Integration Cloud (OIC).
- **Security & Compliance:** Plan authentication (OAuth, certificates), encryption, and compliance with data privacy regulations.
- **Scalability & Performance:** Ensure the design supports future growth and high transaction volumes.

Finalizing Integration List

- **Catalog Existing Systems**: List all source and target applications (ERP, CRM, third-party systems).
- **Integration Points**: Identify integration methods for each integration.
- **Gap Analysis**: Identify missing APIs or connectors that need development.

---

7) Project Initiation and Project Management Planning

Deliverables:

a) Project Charter

b) Phase 1 Draft Schedule in Microsoft Project format

c) Phase 2 Draft Schedule in Microsoft Project format

See Deliverables Definitions Section 6.2 for details of scope for these deliverables

8) Change Management and Training Planning
Deliverable:

a. Change Management & Training Strategy (as defined in Section 6.2)

The County Team and IBM lead will finalize the Change Management and Training Strategy. The IBM Team will provide guidelines to start the development of the Training Plan and the Communication Plan for Phase 1 and 2. The County team will identify the stakeholders and change agents to support the Strategy.

Change & Training Strategy and Planning Scope

- County Team & IBM Lead to co-design Project Vision Session with Key Stakeholders.
- Co-develop a Plan for Project Team Readiness & Enablement.
- County Team to support delivery of Readiness & Enablement sessions.
- County Team to identify Stakeholders. IBM lead to co-develop Interview Plan and Discussion Guide.
- County Team to hold stakeholder interviews and summarize results.
- County Team & IBM lead to meet with internal experts in communications and training.
- County Team & IBM lead to determine strategy for Change Agent / Trainer Network.
- IBM lead to co-develop Phase 1 & 2 Communication Strategy with County assistance.
- IBM lead to design Training Needs Assessment. County Team to launch TNA and work with IBM lead to review inputs and co-design Training Strategy.
- IBM lead to collaborate with County team to propose metrics for change readiness and training success.
- County Team, IBM lead and PMO to initiate a Knowledge Transfer Program to share the program activities with the functional team who will execute and track.

Configuration Scope

IBM will configure up to three (3) instances, one (1) during the Model Stage and two (2) during the Verify stage prior to the Production instance for each Phase. The number of instances to be configured will depend on the timeline, number of sprints and the number of available instances for the stage. IBM will provide the County with an overview of the key configurations during Define and Model stages for the County to take decisions on the configurations needed. At the end of the Model stage, the County will finalize configuration data so the IBM Team can start configuring the SIT environment. IBM Functional Consultants configure the applications for the Sprint Workshops.

The following are included in the Oracle Cloud Applications Configuration scope:

Oracle Fusion ERP Cloud Applications
Configure up to one (1) Primary ledger and one (1) Secondary GASB Ledger
Configure up to one (1) Legal Entity
Configure up to two (2) Business Units
Configure up to one (1) Chart of Accounts structure

Oracle Fusion ERP Cloud Applications
Configure up to two (2) hierarchies per Chart of Accounts segment
Configure up to two (2) Control budgets and up to three (3) Supplement rules per Control Budget
Configure one (1) AR invoice template with one logo, include ability to populate with unique payee addresses and mailstops for each County department from the remit-to site on the AR invoice
Configure for Five Banks – two for AP (County and JTD), and two for Payroll (County and JTD) and one for treasurer.
Develop up to five (5) Check formats – for each of the bank accounts
Five (5) bank statement integrations (BAI2) - one (1) for each bank
Configure one (1) Corporate Asset Book and one (1) Tax Book
Configure up to thirty (30) additional Depreciation Tax Rates
Configure up to five (5) allocation rules
Configure up to two (2) supplier punchouts
Configure up to two (2) purchasing Document layouts
Configure up to two (2) Inventory Organizations
Configure up to Ten (10) Cross Validation Rules
Configure up to thirty (30) journal line rules for subledger accounting
Configure up to ten (10) Inquiry roles
Provide up to 100 hours towards configuration of Personalizations
Configure Descriptive Flexfields on up to ten (10) pages, each with up to Five (5) fields per page
P-Cards processing will be managed by the County from Expense module. All P-Card's will be processed by the County through a single bank.
Tax and Collections are not in the scope. If it is determined during common design that tax will be needed, the County will work with a third party integrator like Vertex to provided the services for tax codes and rates.

Oracle Fusion HCM Cloud Applications
Configure up to Fifty Five (55) absence plans
Delivered Leave Accrual (top down or bottom up) method will be used by the County. IBM will consider both approaches based on the business need.
Define up to one hundred and forty-five (145) benefit plans
Open enrollment is not in scope of work (will not be conducted in Oracle)
Define up to two (2) Payrolls
Delivered way of Payroll Costing (core Oracle functionality to be utilized)
Fifty (50) HCM Groups for OTL
Seven hundred (700) Work Schedules
Three (3) Salary basis (e.g. hourly, salaried)
Provide up to ten thousand (10,000) hours towards creation of Fast Formulas across all HCM modules. It is estimated that there could be from 400-500 fast formulas needed across all HCM modules.
Provide up to 200 hours towards configuration of Personalizations
Configure up to two (2) non-standard roles for ORC
Configure up to two (2) Requisition Forms - Recruiter and Hiring Manager
Configure up to three (3) Candidate selection Process.
Configure up to three (3) Candidate Application Flow.
Configure up to ten (10) Offer Letter templates.
Configure up to two (2) Interview templates.
Configure delivered Oracle Integrations (e.g. Linkedin, Skillsoft)
Configure up to two (2) Career Site (1 Internal, 1 External) - Standard themes
Configure up to two (2) non-standard roles for Learning
Configure the Learning Process Flow for Employee and Manager
Configure Content and Course types
Configure up to five (5) Descriptive Flexfields.

Oracle Fusion HCM Cloud Applications
Configure up to five (5) Alerts/notifications.
Employee Transcript (learning history) for two (2) years
Configure up to two (2) Performance Templates
Configure one (1) Feedback Template
Configure Seeded Notifications
Configure up to two (2) non-standard roles for HRHD
Configure the Process Flow for Employee and Manager for HR Help Desk
Configure Knowledge Management. Configure up to ten (10) Articles.
Configure Grievances and Disciplinary Actions within the delivered functionality of HRHD module

Lease Accounting Module

Lease Accounting Module within the Oracle SKU B91084 – Oracle Fusion Enterprise Resource Planning Cloud Service was not originally part of the requirements in the RFP issued by the County. Oracle Lease Accounting module has been added to the scope for implementation of the functional areas of Phase 1: Revenue, Capital and Operating Leases within the functionality available in Oracle Cloud applications. Conversion of any open leases will be undertaken by the County manually at the time of go live. There are no integrations identified to integrate into the Lease Accounting module from any third-party applications. Out-of-the-Box integrations to Oracle Cloud Fusion GL, AP, AR and Fixed Assets, as provided by Oracle, are included in scope.

3.2 Functional Requirements & Gap Analysis

IBM shall implement the Oracle Cloud applications to address the County's business requirements. Using out of the box (configurable) functionality within the scoped applications in **Section 2.1**, the solution shall meet at a minimum the business requirements included in **Appendix 6 - Functional Requirements**.

For each phase of the project, IBM shall create a "Requirements Traceability Matrix" (RTM) by mapping the requirements from the RFP to the IBM repository of industry-based DILO (Day in the life of) scenarios and Oracle business processes to be included as in-scope for this project and identify functionality gaps. Some of the functionalities currently deployed in legacy applications may not be configurable in the Oracle Cloud ERP system. IBM project objective is to implement the Oracle Cloud Applications without any modifications and as per the features and functions provided by Oracle. This may require changes in certain business processes and operating procedures. IBM shall assist the County in finding alternates and workarounds for the functionality gaps.

The County will review the DILOs and requirements mapping for completeness and accuracy during the Define Stage of the Phase. The master listing of DILOs, inclusive of the RFP Requirements, will define the functionality to be provided by Oracle applications and implemented by IBM. The County will identify any additional DILOs by the end of the first sprint of each Phase in order that the design and solution be finalized by the end of the Model Stage for the Phase.

IBM will identify gaps between the DILOs and application functionality and will present the gap options available to the County within the context of the current Oracle application functionality. The County will be requested to select from one of the available options. The County will be required to finalize their choice of solution for gaps by the end of the Model Stage so that the design can be established and finalized before the start of the System Integration Test (SIT).

The implementation scope of Services does not represent the full functionality of the Oracle Cloud Applications. The implementation shall deliver the functionality to meet the County specific business needs as listed in functional requirements of **Appendix 6 - Functional Requirements.** IBM will work with the County to validate the scope of any new requirements/DILOs communicated to IBM during planning and design sessions DILOs.

This RTM document will become the master requirements document, and the DILOs in the RTM will also be the test scenarios for SIT and UAT. The implementation resource and cost estimates have been based on a fixed scope and schedule as defined in this SOW. Any changes to the overall solution that are not identified in this SOW could have an impact on the implementation timeline and/or costs and would be handled through the change order process as described in **Appendix 4 - Project Change Control Process**.

"New Requirements" means those requirements that are not identified in Appendix 6 which the County staff can introduce during the "define" and "model" stages. As long as IBM can satisfy these New Requirements via the purchased software modules with the out-of-the-box delivered functionality within the project timeline and utilizing the existing project resources, then these New Requirements will be implemented by IBM within the fixed fee implementation scope. Any New Requirements that cannot be implemented with out-of-the-box functionality within the project timeline and utilizing the existing project resources or process changes and/or changes/updates in the application software after the Acceptance of the business process solution design (Sprint 2 and Gap/Fit Analysis), will be handled by both parties via the mutually agreed to change order process as described in **Appendix 4 - Project Change Control Process**.

3.3 Integration Development

IBM will work with the County to design the development approach for the approved and scoped interfaces, as identified in **Appendix 1: Interface Scope** of this SOW.

IBM shall lead the overall interface design and development effort. IBM will be responsible for developing the Oracle Cloud portion of the interface.

The County shall lead the work effort on the third- party/existing/legacy system components, including managing the relationship with all third-party vendors for timely and accurate work related to integrations, data exchanges, etc. the County will be responsible for developing any programs required to extract the data from the current system or other third-party systems in the required format (to be provided by IBM), any data transformation needed (e.g., to correspond to new COA), and any programs required to update the County third party systems with data from the Oracle Cloud applications. The County will identify the key resources from the County, and as needed, the third party for each integration, who will be responsible for that interface by the end of the Define Stage. The County shall be responsible for any required coordination, customizations to, and ongoing maintenance of the incumbent legacy systems and third-party systems. If there are changes made to entity definitions in the Oracle Cloud ERP system (E.g., "HR positions, expenditure types, expenditure organizations, etc.), and the systems that integrate with Oracle Cloud ERP are not modified to reflect new values, a crosswalk to map old and new values may be needed. In such cases, the County will be responsible for creating the crosswalk, any modifications to the third-party systems and the upkeep of the crosswalk to prevent errors when running the integration with those systems.

Roles and responsibilities related to interface development tasks are identified centrally in **Section 5 Project Roles and Responsibilities**.

Tools

IBM plans to utilize all available Oracle ERP Cloud services tools to assist the County, including:

- Specialized Data Loader. IBM will use this tool for payroll batch loader, benefits data loader, compensation data loader, talent data loader, absence data loader, and core HR data loader.

IBM will work with the County to further review integration requirements and then determine the best method of interfacing data to and from the County's third-party applications to the Oracle ERP solution during the define stage of the project.

IBM shall utilize Oracle Integration Cloud Service (OIC) to develop the scoped interfaces. The OIC configuration shall include:

- **Provisioning:** Provision and configure all scoped OIC services, establish baseline network rules and security configurations.
- **Error Handling, Tracking, and Scheduling:** OIC provides specific enterprise features for error handling, tracking, and scheduling. IBM shall enable the baseline for these common integration artifacts, which can then be used for integration development.

3.4 Data Conversion

IBM shall lead the overall data conversion process and will be responsible for designing and developing the methods and programs for the data conversion scope as identified in **Appendix 2: Data Conversion Scope** of this SOW. Roles and responsibilities related to data conversion tasks are identified centrally in **Section 5 Project Roles and Responsibilities**.

- For each conversion data element the County will identify the key resource from the County who will be responsible for that conversion by the end of the Define Stage.
- The County shall be responsible for data extraction from the legacy system(s) and any data cleansing to fit the data format to be provided by IBM.
- IBM shall lead the effort to load the data into the Oracle ERP Cloud system.
- IBM shall provide templates defining the required format for data conversion entities and provide overall guidance in data extraction requirements.
- The County will be responsible for creating any crosswalks/data mapping needed to map data elements from the legacy application to Oracle Cloud Applications. IBM will assist in the data mapping to fields in Oracle Cloud Applications.
- The County will verify converted data and be primarily responsible for conversion validation and resolution.
- The County will extract the full data files from its legacy applications and provide to IBM the validated extract files for the scoped conversions for System Integration Testing (SIT), Pay Reconciliation and User Acceptance Testing (UAT) in order to complete 2 full runs of data conversion prior to production
- IBM will run data conversion in the development environment, during SIT, Pay Reconciliation, UAT or independently, to validate the data conversion process before the production run. This is in addition to partial data conversions during the module phase of project.

- IBM will assist the County in identifying sources of conversion errors and potential resolution paths.
- IBM uses its data conversion accelerator ("Transcend") for the implementation.

3.5 Reporting

Oracle Cloud ERP applications come with standard reports, ad-hoc reporting tools (SmartView, BI Publisher), enterprise performance reporting for budgeting, and a business intelligence solution (OTBI) based on the transaction system.

During the Define Stage, IBM will conduct an analysis of the County's internal and external reporting requirements to identify reporting needs for normal business operations in the respective functional areas.

IBM will map the County's reporting requirements to one of the following options:

Oracle Fusion Cloud Standard Reports	Oracle Cloud Applications deliver out-of-the-box reports and dashboards/infolets to cover all areas of the subscribed service areas. IBM will enable the identified out-of-the-box reports that can meet the County's reporting requirements. Oracle does not allow custom changes to these out-of-the-box reports. Out-of-the-box reports will be enabled by IBM as is. If any out-of-the-box report fails to work as expected, IBM will initiate a Service Request with Oracle.
IBM CoE Pre-Built Report Templates	IBM's Oracle Cloud Center of Excellence (CoE) has assembled a large repository of common city/county reports developed for similar customers. IBM will enable the identified CoE reports that can meet the County's reporting requirements. Deployment on the County's Oracle instance and unit testing of the selected CoE reports is included with IBM's reporting efforts. Any effort to change or modify CoE reports required to meet the County's needs can be accommodated via the reporting "bucket of hours" defined below.
Custom Reports	The County's reporting requirements, which cannot be met via out-of-the-box standard reports, IBM's CoE reports, or Oracle ad-hoc reporting capabilities are defined as a custom report. As part of the reports analysis, IBM will determine the effort required to develop the custom report based on complexity (low, medium, high, or extremely high). the County can then determine how best to allocate the reporting "bucket of hours" defined below for IBM custom report development. The activities for requirements discussion, design, development, unit testing and deployment are included in the efforts for report development.

To support self-sufficiency for report development, IBM will conduct training classes for the County staff on using cloud reporting tools.

- IBM will conduct one (1) class for each of the two major reporting tools OTBI and BI Publisher. Each class will be four (4) hours each.
- IBM will conduct different classes for the ERP and HCM workgroups.

The following process will be adopted by both parties for custom report development:

- The County will identify the custom report needs by the end of Model stage. Any delay in the signoff of the Project Change Request could impact the project schedule for key reports needed at go live.
- The County will document the specifications for custom report development in the IBM provided "reports requirement template."

- IBM will provide a report design document for each custom report developed that will be reviewed and signed off by the County. This will include the report output format, data elements needed on the report, parameters, sample, business and formatting rules and unit test cases.
- The County will review and confirm that the design and the unit test cases capture their business needs from the report.
- Reports will be developed and tested by IBM as per the signed-off Report Design Document and identified unit test cases. For any changes to the report design or addition of new test cases after the design sign off, IBM will provide schedule and cost impacts

3.5.1 Reporting Bucket of Hours for ERP and HCM

A bucket of one thousand (1,000) hours is included in the service fees, which the County can use for the following:

- Approved changes/modifications to IBM CoE reports
- Approved custom report development
- Approved FDI-specific custom report development
- Reports Training

IBM will utilize “zero dollar” change orders to document the County’s authorization to draw from the bucket of hours.

The below table represents estimated allocation for hours dependent on the complexity of reports:

	Counts				Hours				Total
	Complex	High	Med	Low	Complex	High	Med	Low	
Report	1	5	3	4	160	100	60	40	1,000

Any additional requests for report development support beyond the bucket of hours are subject to the change order process as described in **Appendix 4 - Project Change Control Process**.

3.6 Advanced Analytics and Reporting- Fusion Data Intelligence (FDI)

The implementation services provided by IBM includes the delivery of Oracle’s Fusion Data Intelligence (FDI). This will include the setup and configuration of the following:

- Fusion Analytics software and data pipelines for two Fusion modules:
  - Financials (ERP) Analytics and HCM Analytics
- Oracle Analytics Cloud (OAC)
- Oracle Autonomous Database (ADW)
- Pre-built and custom reports

The FDI project will initiate as a separate phase (Phase 5) and include the following core project activities:

- Requirements review and Technical Design
- FDI software foundational setup and configuration for all modules and components
  - Order activation
  - Provisioning and configuring the FDI software
  - Configure all prebuilt data pipelines requested by the County from Fusion to FDI

- Security configurations
  - Users and roles set up and validation
- Verify the reports, KPIs and Metrics with business users
  - Configure, enhance, or build up to 30 custom reports, spread across ERP and HCM modules, using available KPIs and attributes
  - These reports can be a combination of low, medium, or high complexity
- SIT/ UAT Sessions
- Reports remediation and retesting
- Production Deployment
- FDI Training as defined below in Section 3.12 and documentation updates
- Two-months Post-Production Support

High complexity reports are limited to a quantity of ten (10) per module for the initial baseline FDI implementation. Additional custom report building will be mutually agreed to by the County and IBM, utilizing the defined Bucket of Reporting hours.

Additional FDI Reporting

Many clients discover dashboard/reporting priorities and use cases as the Fusion implementation progresses. IBM recommends allocating additional hours for custom FDI reports.

FDI Implementation Assumptions

- The County will grant the required Application Roles to IBM resources for configuring FDI prerequisites setups and data validations.

3.7 Customizations/Modifications

Oracle Cloud ERP applications come standard with built-in industry best practices. IBM's objective is to help the County streamline its business processes and implement the standard process flows built into the Oracle Cloud Applications. This may require changes in certain business processes and operating procedures. Therefore, no customizations, extensions, or modifications are scoped.

IBM bases the implementation scope on their response to the requirements listed in Appendix 6 - Functional Requirements at an extremely high level. During the Define and Model Stages, as these requirements are translated to business process flows, the County's intent with the requirement may be determined to be different than that which IBM interpreted in the RFP response and further clarifications as presented in this SOW. IBM's ability to develop solutions for business requirements would be governed by available functionality and the operational capabilities within the standard Oracle Cloud services being implemented. In some cases, it may not be technically possible to meet the requirements due to the lack of data availability, limitation of the Oracle software, or other system architecture reasons. This infeasibility may not become apparent until the Model Stage. In such cases, IBM will provide help and guidance to the County concerning alternative methods to meet its business requirements, which may include implementing process changes or manual steps.

Cases in which the proposed out-of-the-box/standard functionality deviate from how the County chooses to address specific functionality/business processes (while still reaching the same outcome) may result in additional consulting effort and costs. Any such instances will be discussed by both parties, and the details mutually agreed upon by the County and IBM in writing through a change order process as described in **Appendix 4 - Project Change Control Process**.

3.8 Workflows

Standard Oracle seeded workflows may be configured during the ERP implementation. IBM will assist the County with the configuration of up to thirty (30) standard Oracle workflows across all Phases, each workflow shall have not more than up to three levels of approval. Only standard Oracle workflows will be supported by IBM, and no custom workflows will be implemented by IBM. NOTE: Oracle may deliver new workflows with quarterly releases. The project team will review the additions and decide if they are needed by the County and if the project timeline allows for additional workflows to be configured and tested. Any new workflows introduced by Oracle have to be determined by the end of the Model stage.

3.9 Additional Hours for Specific Work Streams for Phase 1, 2 and 4

Snohomish County has allocated additional hours for some activities in this SOW. The allocation for each area is as stated in the table below:

Activity	Number of Hours	Comments
Phase 1 (Financials) Personalizations	100	
Phase 2 (HCM) Personalizations	200	
Fast Formulas across all HCM Modules	2,250	
Custom report development across all Phases	1,000	
Unused Integration Hours	0	
Total	6,300	

If any integration/s are deemed as not required based on further analysis during the project, the hours associated with that integration in Appendix 1 – Interface Scope will be added to the ”Unused Integration Hours” allocation. County shall determine if any integrations should be removed from scope, and will advise IBM during Phase 0, before the start of Phase 1. Any delay on such a decision past Phase 0 could result in fewer hours being credited from the interface forecast in Appendix 1 depending on the amount of work already completed by IBM on the individual integration.

The above number of hours by activity are for planning purposes. At the County’s discretion, the number of hours may be interchanged between the activities in the above table.

IBM will utilize “zero dollar” change orders to document County authorization to draw from the number of hours. Any additional requests for development support beyond the stated number of hours will be subject to the change order process as described in **Appendix 4 - Project Change Control Process**.

3.10 Budgeting (Enterprise Performance Management {EPM}) Scope

Oracle’s EPM -Enterprise Cloud Service, specifically the “Planning and Narrative Reporting” functions, will be utilized by both parties as the software to deliver a complete, configured, and populated solution as required for the County to begin, facilitate, and complete the “Planning and Budgeting” process. The OPEX model is a configurable model created by IBM on the Oracle EPM Planning platform specifically configured for cities/counties across the U.S. This model allows IBM consultants to utilize predefined forms, dashboards, calculations and metadata to configure a solution for what IBM has found to be the most common business processes for government clients. While this accelerator is meant to help reduce the implementation process, Oracle EPM Planning is a highly customizable tool, IBM shall design and implement solutions to meet the County’s unique needs. As part of the implementation process, IBM shall conduct design and requirements sessions and complete a fit/gap exercise to determine how the County’s business requirements fit into the Government model and if any customization is required. IBM shall assess the solution in relation to the model, determine impact and provide options. While there can be a potential impact on the overall cost of the project and delivery timelines depending on the customizations required, these will be thoroughly discussed by both parties before beginning the build phase of the implementation. Any impacts shall follow the change order process as described in **Appendix 4 - Project Change Control Process**.

Oracle EPM Planning is a tool that allows the County to have a tailored budget solution to meet the requirements. The scope below is an estimate that IBM has made based on conversations, requirements shared, and previous experience with other public sector clients. Given the product's flexibility, IBM limits the scope of the implementation of forms, business rules, and reports.

Below is the scope of the EPM Deliverables business functions that will be implemented by IBM:

3.10.1 Planning & Budgeting

The following is the detailed scope of Deliverables that are included under Oracle EPM Planning by leveraging IBM's "OPEX " model:

- Conduct design and requirement workshops with Client SMEs and stakeholders
- Development of Design Document
- Produce Requirements Traceability Matrix (RTM) to specify functional requirements by business process
- Setup and configure one (1) Oracle Planning Cloud application with four (4) plan types to implement the following models:
  - Line-Item budgeting
  - Position budgeting
  - Capital budgeting
- Business processes included in the model but final scope to be determined during design and requirements include:
  - Revenue Planning
  - Expense Planning
  - Position Planning
  - Capital Expense Planning
  - Long Range Planning
- Upload dimension structures and required alternate hierarchies
- Build up to twenty (20) additional custom forms (excluding those forms that come standard with the Government model)
- Build up to Twenty-five (25) custom calculations rules
- Create up to forty-five (45) unique financial statement / operational reports or dashboards via Oracle EPM Planning or Narrative Reporting
- IBM EPM team to build the framework to facilitate the development of the ACFR report via Narrative Reporting including:
  - ACFR shell
  - Table of Contents
  - Style Sample
  - Creating Sections for Reporting Package and will help load the initial Introduction section

  - Build up to 10 Financial Reports with EPM as the source
  - Upload non-Financial Reports as Reference Doclets
  - 'Create Reference variables for MD&A
  - Required data integrations specific for the ACFR
  - Configure security
  - Full Testing – including SIT and UAT
- Build up to five (5) navigation flows
- Build up to three (3) task manager lists
- Set up security in accordance with the final security matrix as provided by the Client
- System Integration Testing (SIT) will be performed by IBM in concert with the Client team to jointly review integrations/performance
- Support validation of all historical data loaded into Oracle EPM Cloud
- Build up to three (3) different "What If" scenario models
- Workflow implemented out of the box
- Deployment to production
- Knowledge transfer (guidance from the IBM implementation team to the Client throughout the duration of the project)

The following items are considered out of scope for this SOW and are not included in the estimate:

- Enterprise Data Management (EDMCS)
- Rolling Forecast
- Account Reconciliation Cloud Service (ARCS)
- Predictive Planning
- Formalized training materials or training classes for EPM
- Balance Sheet or Cash Flow planning or any related reporting of Cash Flow

IBM will take primary responsibility for the development of all test scripts during the unit testing, SIT, and User Acceptance Testing (UAT) phases. The County will take primary responsibility for the execution of all test scripts during the User Acceptance Testing (UAT) phase. IBM to assist in defect resolution.

IBM will provide all Training Services defined in Section 3.12 below for Phase 3 EPM (Planning & Budgeting), including Knowledge Transfer and Train the Trainer sessions as coordinated by IBM's Change Management team for EPM.

Data Integrations

IBM shall develop up to four (4) data integrations leveraging Oracle Data Exchange for configuring and automating the following integrations:

- Integration with Oracle General Ledger to consume actual and budget balances and deploy the adopted budget from Oracle EPM Planning to Oracle General Ledger. Budgetary Control will be managed by County in Oracle General Ledger.
- One-way integration from Oracle HRMS to Oracle EPM Planning to consume position (job) and employee details to support position budgeting
- Create appropriate data pushes between the Oracle EPM Planning plan types as needed

Data Conversions

IBM shall provide the following data conversion Services:

- Load two (2) years of historical adopted budget balances from Oracle General Ledger leveraging Oracle Data Management.
- Load three (3) years of historical actual balances from Oracle General Ledger leveraging Oracle Data Management.

The County will be responsible for providing conversion file extracts to IBM from legacy system(s) and for any data accuracy, cleansing and transformation needed.

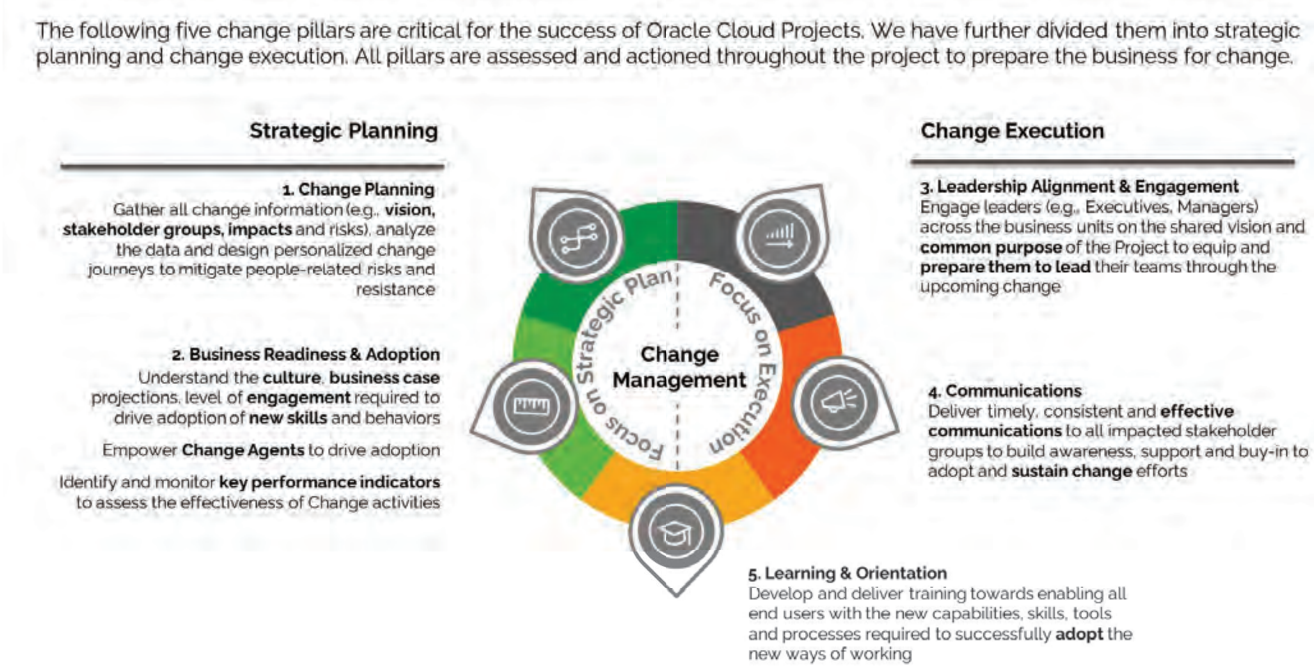
Budgeting and Planning Assumptions

- Dimension metadata structures will be primarily sourced from the Oracle Fusion GL with Data Exchange leveraged to update the EPM applications
- Non-GL sourced metadata will be managed by County manually for each application or through the uploading of flat files using EPM Automate with Data Exchange

3.11 Organizational Change Management

IBM believes in a dual focus on changing strategic planning and change execution. A comprehensive and action-oriented plan covering motivational hurdles encountered in organizational change is required to drive user behavior to adopt a new way of work.

IBM's organization change management and training framework is depicted below:



IBM will be responsible for assessing and enhancing the County's organizational readiness for the ERP implementation. This includes conducting a thorough readiness assessment to identify any gaps in skills, processes, and resources that may impact the successful adoption of the new system.

IBM will develop and co-lead the implementation of a comprehensive change management strategy to address these gaps, including communication strategies, stakeholder engagement activities, and executive sponsor roadmaps. Additionally, IBM will work closely with the County's leadership team to ensure that all levels of the organization are aligned and committed to the ERP implementation goals.

IBM will integrate the change management strategy and execution plan into the overall project plan and Project Schedule. IBM will submit the change management Deliverables per the terms and conditions set forth in Section 6.

3.12 Training

Learning and education are critical components for successfully adopting new ways of working. IBM and County will co-design and implement a comprehensive training program that equips all County end users with the necessary Oracle skills and procedures based on identified training needs to effectively embrace and adopt the new ERP system and the associated changes to current business operations. This includes facilitating a training needs-assessment (TNA) survey, curriculum development, training material planning and development, and delivery of train-the-trainer sessions to build the necessary skills and knowledge within the organization. Should the County determine that TNA workshops are necessary, IBM will provide advice on running TNA workshops.

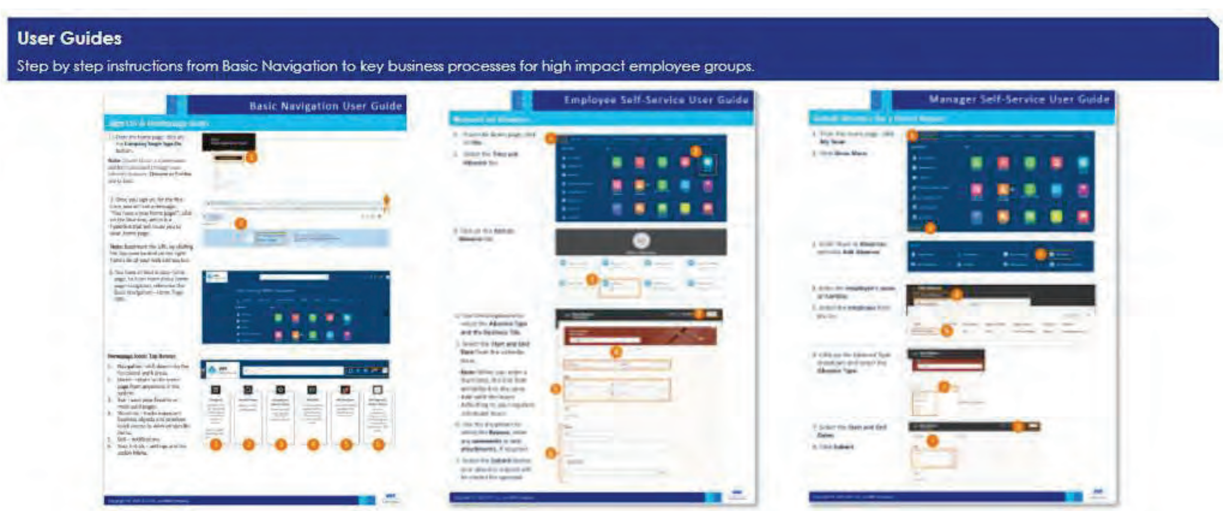
IBM believes in providing users a blended training approach comprising of instructor-led and self-paced learning techniques that align with user needs.

IBM will provide a collection of training materials on key activities users need to learn in Oracle Fusion. The foundation of the training material is the final UAT test scripts, which the IBM functional team will maintain until go-live. These scripts do not include screen shots, as the system is available for reference. Any additions to the scripts, such as adding screenshots or additional business verbiage, will be the responsibility of the County's project team.

3.12.1 IBM Training Materials

IBM's training services to be provided consist of facilitated train the trainer training, guided learning, brief videos of seven key transactions and dozens of user guides illustrating the high-level steps to complete a transaction.

IBM's Training User Guides:



IBM's Training Video Library:

IBM's Oracle Fusion training videos cover seven common topics users generally inquire about post go live. These seven Oracle branded videos are available for use in the County's training plan:

- General Navigation
- Personalization and Worklist
- HCM Self-Service
- Entering Requisitions
- Requisition Preferences
- Absence and Timecards
- Reporting

County trainers may re-use and customize these materials for end user training, as needed for their respective audiences.

IBM will provide training materials in Microsoft Office format. For the training videos, IBM will change the video introduction slide and footer to match the County's branding. All screenshots will remain using the Oracle Vision environment. If desired, the IBM training lead will provide the County's training lead with an overview of how to modify the videos with application branding, if required. The County's training lead will be responsible for any modifications to video screenshots or verbiage. Any guidance required for producing custom versions of the videos must be completed before going live. IBM is not responsible for producing custom videos or maintaining content to match future Oracle enhancements.

3.12.2 Training Delivery Approach

Training for the project team will start immediately, as the entire IBM team understands the purpose of and owns responsibility for knowledge sharing. The project team will learn as the project progresses through activities, including discovery sessions, SIT and UAT. Additionally, the IBM training lead will offer a train-the-trainer overview session for those designated as trainers. The IBM team will coordinate the project training events. The County team is responsible for inviting attendees and for tracking and reporting the participation of individuals.

By providing targeted and relevant training during the course of the project, individuals can gain the knowledge and competence required to navigate the new systems and procedures. This investment in learning and education supports a smooth transition and empowers employees to confidently and successfully adopt the new ways of working, maximizing the benefits of the change initiative.

Train-the-Trainer Scope

- IBM will provide train-the-trainer training for the County's SMEs and trainers (up to 3 per module area), who will, in turn, be responsible for end-user and all external training.
- TTT sessions will provide an overview of the Oracle system applications training to County trainers.
- The TTT sessions for identified trainers will also review classroom basics.
- TTT materials will be provided by IBM in Microsoft Office format, be editable and customizable by the Client trainers, and will cover the common transactions within a module.

IBM has included up to fifty (50) hours of Train the Trainer type training broken down between modules as estimated in the following example:

Content Area	Hours
Accounts Payable	2
Bank Reconciliation	1
Budgeting	2

Contract Management	1
Fixed Assets	1
General Ledger	4
Grants & Project Accounting	3
Inventory Management	4
Purchasing	4
HR	12
Payroll	2
EPM	5

3.12.3 Training Roles and Responsibilities

The table below further outlines the roles and responsibilities of the IBM CMAT team and the County's team in Training-related project tasks:

Task	Description	IBM	County
Training Strategy	High level plan on how training will be delivered by IBM to County, including training tactics.	Lead	Assist
Knowledge Transfer Planning	List of sessions that will be conducted between IBM functional / technical consultants and assigned Client representatives.	Co-Lead	Co-Lead
Train the Trainer Training Plan	Schedule of courses and user role that you will deliver training to.	Lead	Assist
Train the Trainer Materials	Create essential training materials for trainers.	Lead	Assist
Train the Trainer Delivery	Schedule and deliver Train the Trainer training sessions.	Lead	Assist
End User Training Plan	Schedule of courses and users that you will deliver training to.	Assist	Lead
End User Materials	Create essential training materials for end users.	Assist	Lead
End User Training Delivery	Schedule and delivery end user training sessions.	Advise	Lead
Training Material Storage	Determine storage and maintenance of training materials post go live.	Advise	Lead

3.13 Post-Production Support

IBM will provide post-production support for each phase of the project from the Go-Live date as defined in the table below. The "Go-Live" date means the date on which the software components associated with a particular phase of the Oracle ERP Cloud solution are configured in the production environment and are available for use by the County.

Phase	Support Duration (months)
Phase 1- Financials	3
Phase 2- HCM/Payroll	3
Phase 3- EPM	3
Phase 4- Advanced HCM	1
Phase 5A FDI ERP Analytics	1
Phase 5B FDI HCM Analytics	1

During the post-production support period:

- The County's production support team will be assigned to collaborate with the IBM team on issues and resolutions.
- IBM's issues-tracking tool will be utilized by both parties to track the reported issues and IBM shall provide access to the County team to log the issues.
- The County commits to testing and giving feedback on all tickets marked as ready for retesting in two (2) business days unless otherwise agreed to by both parties.
- If there are priority 1 or priority 2 issues related directly to IBM implementation efforts, open without resolution at the end of the designated post-production support period (Issues a result of errors/bugs in the Oracle or third-party software/hosting are specifically excluded), these priority 1 and priority 2 issues will continue to be supported by the IBM team providing post-production support ("hypercare") beyond the designated support period until a resolution, including a County-approved workaround, is found.
- At the end of the support period, all open Priority-3 and Priority-4 tickets will be transferred by IBM to the County support team for continuing support and resolution.

The post-production support includes both onsite and offsite, including offshore work.

3.14 Quarterly Releases

Oracle releases quarterly patches for ERP applications that include product fixes, enhancements, and new functionality. Before each patch, Oracle publishes release content documents that describe the changes. During each of the implementation phases of the project, IBM will review these documents and advise the County on how the quarterly patches may affect the modules and functionality within the project scope, based on the release content details and IBM's knowledge of the County' implemented software. IBM will do this until the design is frozen for System Integration Testing (SIT). After that, only optional features that are critical for the County and IBM will be applied, with joint review of any timeline and cost implications by the IBM and the County Project Management Office (PMO).

The following is the process IBM will follow for the implementation of updates:

- IBM performs a unit test of the quarterly updates limited to the project scope.
  - If the patch schedule interferes with the Sprint, SIT, or UAT schedules, IBM performs a unit test and provides feedback to the County.
  - IBM and the County will jointly determine the scope of the testing that must be repeated based on the applicability of Oracle release content features.

  - IBM works with Oracle and changes the quarterly schedule to a monthly schedule during implementation.
- Only critical functionality for resolution of bugs will be enabled by IBM during SIT and UAT. No updates will be made by IBM between User Acceptance Testing (UAT) and Go-Live.
- Quarterly patching resumes after Go-live.

All the above methodology works for ERP, HCM, EPM, and FDI applications, except EPM updates are monthly, not quarterly.

3.15 Change in Scope (Project Change Control)

IBM recognizes that the scope of work identified in this SOW represents the best current understanding of the County requirements, integrations, conversions, and reporting needs. Any mutually agreed upon addition and/or reduction into the scope of Services shall use the change order process as defined and outlined in **Appendix 4 – Project Change Control Process**.

3.16 Optional Scope

The following subsections (3.16.1-3.16.7) are optional tasks that may be added upon written request by the County. Upon written request from the County set forth herein, IBM and the County will jointly determine start date and implementation schedule when each subsection can be undertaken. The pricing and deliverables of the optional scope will be finalized by both parties as and when the optional scope is decided to be implemented by the County. Options may only be exercised through written agreement following the change order process as defined in **Appendix 4 - Project Change Control Process**. The total cost of each of the options shall be referenced in Appendix 10 (Payment Schedule) for the scope defined in this section.

3.16.1 Additional Hours for HCM Fast Formula

The milestone Deliverables defined in this SOW include 2250 Hours of Fast Formula development across all modules of Phase 2. IBM has requested an option to increase work effort up to an additional Six Hundred (600) hours, if it is determined that additional hours are needed for development of Fast Formulas, during the implementation of Phase 2-HCM Phase. County may incrementally release additional hours to IBM for the development of Fast Formulas beyond the initial 2250 included hours up to a total of 2,850.

3.16.2 Rapid Testing For Oracle Applications

The draft SOW for this optional service has been provided in Appendix 8. The actual scope and cost of this service will be determined by both parties as per the needs of the County. The County and IBM will determine how much advance notice will be required to be provided to IBM to complete the scripts.

3.16.3 Managed Services

The draft SOW for this optional service has been provided in Appendix 9. The actual scope and cost of this service will be determined by both parties as per the needs of the County and amended in accordance with the change order process as described in **Appendix 4 - Project Change Control Process**.

3.16.4 FDI Data Warehouse

The draft SOW for this optional service has been provided in Appendix 11. The actual scope and cost of this service will be determined by both parties as per the needs of the County and amended in accordance with the change order process as described in **Appendix 4 - Project Change Control Process**.

3.16.5 Inventory Phase

This optional Phase will continue the implementation of Oracle Fusion Inventory & Costing Module from Phase 1 – Financials, to configure and put the inventory processes in place for additional departments of the County. This Phase is proposed to start any time after the implementation of Phase 1 – Financials. The full scope of this Phase will be determined by both parties based on the decision by the County on which inventory warehouses of the County Departments will be consolidated on Oracle Cloud Applications. The following are the open items to be decided by the County:

a) Which Departments of the County will be part of the Oracle Inventory footprint.

b) The County has different work order systems in different departments. Depending on which Departments will be brought into scope there would be an impact to those work order systems. The County needs to determine the scope of integrations to/from these work order systems Oracle Fusion Cloud Applications.

The optional pricing for this scope has been provided with the following boundaries on the scope:

1) 4 Inventory Organizations (one per Department) will be configured by IBM. It is assumed each Department will have its own Inventory Organization.
2) There will be 3 iterations completed by IBM (1 Sprint, SIT and UAT) before Production deployment
3) One month of post-production support will be provided by IBM for this Phase.
4) All departments will follow a common process
5) Change Management for this Phase will be managed by the County
6) Integrations to specific Work Order Systems or any other third party applications are not scoped. A bucket of 1000 hours has been allocated for integration work.
7) The following Inventory Processes are in scope:
    a. Warehouse Structure
    b. Item Structure
    c. Item Management
    d. Inventory Transactions (Receipts, Issues & Adjustments)
    e. Cycle Counting
    f. Physical Inventory
    g. Item Cost Management
    h. Barcode Scanning (Hardware & Accessories to be acquired by customer). Integration to third-party bar code scanning software like RF Smart will be required.
    i. Month-end & Year-End
8) Conversions: The following conversions are included in scope
    a. Inventory Items of respective departments
    b. Stock Locations of respective departments
    c. On-hand Inventory Quantity & Value (Each Warehouse)

3.16.6 OGL Premium Implementation

This optional implementation will provide the County with the implementation of Oracle Guided Learning (OGL) Premium, an in-application tool that provides users with just-in-time training and support. Oracle provides a library of guides that can be deployed with OGL Premium licensing. IBM has budgeted for implementing 250 base guides. A base guide may be one of the following guide types: Interactive Guide, Pop Up Message, Beacon, Smart Tip, Task List, or Link. Base guides will be individually configured for the implementation by IBM and are not available for instant use.

The 250 guides will be spread across the phases for ERP, HCM, Advanced HCM, and Budgeting. OGL will kick off for each phase after completion of the system SIT and include post-production support in accordance with the agreement for system support.

As part of the Training and Change Management program, the IBM OCM Lead shall advise the County on best practices for incorporating OGL into the overall training and user adoption approach. As part of the blended training approach, OGL will be used by IBM to provide in-app support for casual and power users and is not meant to replace training for business core users.

Task	Description	IBM	County
Oracle Guided Learning Guide Selection	Select the content to be displayed in OGL	Co-Lead	Co-Lead
OGL Configurations	Implement the selected content in OGL	Lead	Assist
OGL Configuration Ownership	Determine ownership of OGL content assets post go live.	Advise	Lead
Knowledge Transfer	Provide the County OGL representative with understanding of implementation	Lead	Assist

3.16.7 Additional Hours for Custom Reporting

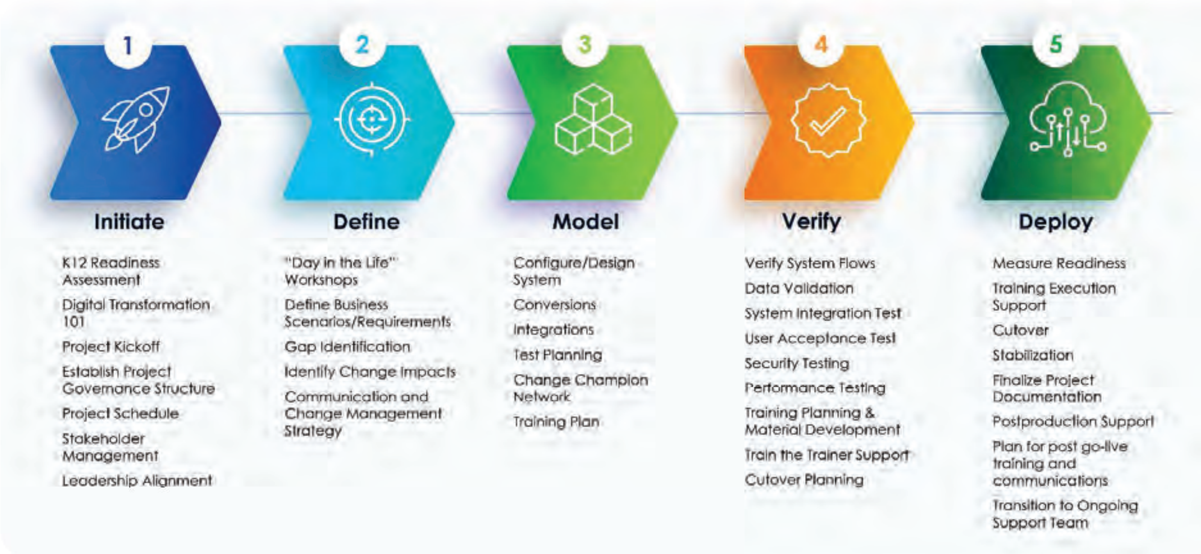
The milestone Deliverables defined in this SOW include 1000 hours of custom report development across all modules. County has requested an option to increase work effort up to an additional 2000 hours, if it is determined that additional hours are needed for development of custom reports, during implementation. If additional reports are needed, IBM will assign each report a complexity rating based on the table in section 3.5.1. , County may incrementally release additional hours to IBM for the development of custom reports beyond the initial 1000 included hours up to a total of 2000 additional hours in accordance with the Additional 2000 Reporting Hours fee set forth in Appendix 10, Optional Scope.

4. Project Methodology & Governance Structure

4.1 Project Methodology

IBM will follow its EDM Methodology which may be modified from time to time in the performance of this project. The EDM methodology may be tailored to meet the County's scope, project timeline and Deliverables. The following diagram shows an overview of the EDM methodology.

Figure 2 IBM EDM Methodology



An overview of the various stages of the EDM methodology is included as **Appendix 5 – EDM Methodology.** To the extent there is a conflict between the terms of Appendix 5 and this Section 4, Section 4 shall govern.

4.2 Project Governance Structure

The County and IBM will jointly establish the following, which will be included in the Project Charter:

A) ERP Project's governance structure, inclusive of tiered decision bodies, roles, and authorities.

B) Define the decision management framework, including classification (strategic, operational, technical), routing, and escalation protocols.

C) Issue Escalation path for different subject areas (technical, functional, PMO, Change Management etc.)

The County and IBM will comply with governance directives, processes, and documentation standards established by the PMO. County Responsibility:

The County will facilitate governance meetings, maintain records of decisions, and oversee compliance with escalation paths and approvals. The County will administer the County's decision management framework to ensure that the decisions are taken by the proper authorities as defined in the Project Charter to ensure that the project is proceeding as per schedule and timelines established for the tasks.

IBM Responsibility:

IBM shall participate in the governance structure as defined herein and provide recommendations, impact analyses, and supporting documentation for decisions requiring governance review.

Project Management Office:

The IBM and County project teams shall operate as a unified PMO, fostering shared responsibility, transparency, and collaboration. While work is performed and decisions are made jointly, the County retains ultimate authority to resolve conflicts and approve final actions. Key elements of the PMO include:

- Joint governance structure with IBM and County representatives
- Shared responsibility for planning, monitoring, and reporting project activities
- Collaborative decision making on risks, issues, and dependencies
- Transparent communication channels across all stakeholders

- Final decision-making authority vested in the County

4.3 Project Management

As defined in this Section 4, the Oracle Cloud ERP project will be led jointly by the PMO.

Project Management

IBM will be responsible for the project management of all IBM responsibilities and activities throughout the ERP implementation, ensuring that all project activities are executed in accordance with industry best practices and the agreed-upon Project Plan and Project Schedule. This includes, managing IBM project resources, and overseeing the day-to-day operations of the project.

IBM will be responsible for managing the project travel budget, additional costs due to added scope and credits generated via approved change orders, and the draw-down of "Additional Hours for Technical Activities" per Section 3.16.1 available for various development activities. The County and IBM will determine the format in which the costs relating to the travel budget, any Scope items added and Additional Hours for Technical Activities are maintained. At a minimum this document will be updated by IBM for every change order that is issued and on a monthly basis for upkeep of the Travel Budget.

The parties will implement a structured Stage-Gate project management process to ensure thorough planning, risk mitigation, and alignment with project objectives at the end of each stage of each project phase. The County will have final authority and approval for the closure of completed stages, and the parties will mutually agree upon commencement of new stages within each project phase.

Performance Management

County Responsibility:

The County will oversee performance management as per the scope and deliverables established in this SOW for overall ERP project delivery, including schedule, quality, scope adherence, and stakeholder satisfaction. The County will track and report performance across both IBM and County teams, coordinate with all stakeholders, ensuring accountability to contractual Deliverables and project objectives.

IBM Responsibility:

IBM will monitor and report on performance against all Deliverable-specific service levels and contractual metrics within their scope, including design, build, testing, and deployment milestones.

Decision Management

County Responsibility:

The County will document and track all program-level decisions, ensuring traceability to contractual outcomes and auditability of governance actions. The County will be responsible for closing all Decision items that have been logged on the RAID log in a timely manner.

IBM Responsibility:

IBM will prepare and submit decision requests related to system design, configuration, or integration that require County or stakeholder approval. IBM will implement approved decisions in accordance with County direction and maintain traceability to design documentation and test results.

The scheduling of the project assumes the ability to conduct sessions or meetings in parallel for modules/workstreams as needed. Designated module leads from the County will be responsible for and be able to facilitate decision-making for their module/s. It is recommended one County Module Lead not be leading more than 3 modules.

Issue Escalation Path

The County and IBM will jointly establish the issue escalation path, which will be included in the Project Charter. At a minimum, the County PM will own the issue escalation path to the Executive Steering Committee and Executive Sponsor.

4.4 Project Schedule

The parties will develop a Phase wise project schedule containing all required Deliverables, tasks, milestones, and task dependencies (without resource-leveling, resource-leveling is not a part of the SOW) and stages of the project. The Phase wise schedule will be created by both parties during Phase 0 for Phases 1 and 2 and during the Define Stage for Phases 3, 4 and 5. In addition, the Phase wise project schedule shall be updated or developed by both parties during Phase 0 and/or the Define stage of each Phase of the project to include tasks from other Phases that the current Phase is dependent on. County and IBM are jointly responsible to identify all dependencies.

Once finalized, the MS Project Schedule is approved by the County and becomes the source of task statuses. The MS Project Schedule will be used by both parties to monitor the progress of the project and capture the latest status of tasks, activities, and Deliverables. Any changes to the due dates will be discussed and agreed upon by IBM and the County for accuracy, consistency, and visibility of the Deliverables' dates.

IBM will update and maintain the MS Project Schedule based on agreed-upon changes.

IBM will use Microsoft Project (MS Project) to document and track the project tasks.

IBM will provide access to the MS Project Schedule to County project team personnel, including the rights to regularly download the MS Project Schedule into County performance management systems to further manage the project as defined herein.

4.5 Project Repository and Documentation Management

IBM’s project management platform will serve as the central project repository for document collaboration. This includes all documents and logs including:

- Deliverables
- Supporting documents for Deliverables
- RAID logs
- Status reports
- Meeting minutes
- Design documents
- Configuration data
- Test plans, scripts, test results, defect logs, and resolution actions
- Training and change management documentation and collateral

IBM will create the structure for the repository and send separate communications to County and IBM project team members to inform them of the location. The project repository access will be provided by IBM to all County and IBM project team members who require access and/or the need to interact with the content per their defined roles on the project. All content and collateral will be made available by IBM for download by County personnel immediately once uploaded and for up to ninety (90) calendar days after the final phase of the project is completed.

4.6 Project Status Monitoring and Reporting

The PMO will monitor project status and provide regular project status reports throughout the duration of the project.

- **Project Monitoring and Reporting Elements**:
  - Project health, as defined in the Project Charter
  - Milestone, Deliverable, and major action item status
  - Schedule adherence
  - Major RAID item status, and any associated escalations in progress

- Change control item status
- Change Management and Training KPIs, as defined in this SOW

- **Project Status Reporting**: The PMO will submit written status reports to the project repository on a weekly basis (or as agreed), inclusive of all the project monitoring and reporting elements defined above. The format of the project status reporting will be a standardized template agreed upon by the parties in advance based off the IBM project status template. The PMO will jointly approve all project status reporting before publishing outside of the PMO.
- **Project Status Dashboard**: The PMO will maintain an up-to-date online dashboard based off the project status reporting that provides real time visibility into all of the project monitoring and reporting elements.
- **Project RAID Status Dashboard**: IBM will maintain an up to date online dashboard based off the RAID log that provides real time visibility into the project monitoring and reporting elements .
- **PMO status reports** – IBM and the County Project Managers shall create and post consolidated project status reports to the project repository. The report, in addition to reviewing the project progress, RAID log, communication, organizational change management status and project schedule, will be the basis for discussions during the weekly PMO meetings.

4.7 Risk Management and RAID Log

4.7.1 Risk Management

The County and IBM will establish, maintain, and govern the project risk management framework for the ERP project. This includes defining the methodology, thresholds, templates, and reporting cadence for risk identification, assessment, escalation, and mitigation. The PMO will maintain the project risk register as part of the Risks, Actions Issues, Decisions (RAID) log.

IBM Responsibility:

IBM will identify and manage all project-specific and technical risks within their contracted scope of work and shall document such risks in accordance with the Project risk management framework. IBM will provide timely updates to the County PM on all open and emerging risks, proposed mitigation plans, and risk status changes for inclusion in the project risk register.

4.7.2 RAID Log

Tracking project risks, action items, issues, and decisions (RAID) is an important project management component. The ERP Cloud project will utilize IBM's Project Management Platform to manage and track project RAID items.

It is the responsibility of each project team member to access this tool regularly throughout the project and enter RAID information in a timely manner.

The definition of the RAID log components is provided below:

- **Risks –** An item that may or may not impact the project positively or negatively. Project team members are expected to log risks along with an expected impact and the likelihood of the risk occurring.
- **Issues –** Issues represent an acknowledgement that the project needs to address something. Issues are to be prioritized and brought to the attention of project management. Issues may, in turn, result in action items being created and assigned.
- **Decisions –** Important or "Key" decisions will be documented by both parties for reference.
- **Action Items –** Action items represent specific action(s) that are to be taken to complete planned project tasks or milestones. Project team members are expected to list all critical action items that, if not completed, would negatively impact the project timeline and schedule. Ideally, action items will be assigned by both parties to a single owner with an established due date. Action items should not be closed without the agreement of the creator or PMO (if necessary). Priorities will be assigned to action items by both parties, and team members will have the ability to escalate to project management. The end users and/or the County will close out action items when complete.

The Oracle ERP Cloud project will result in RAID items that need to be managed and elevated when appropriate. The IBM and the County project managers will be responsible for elevating issues from the team level in accordance with the agreed upon escalation process in the Project Charter. The following priorities have been provided as the basis for elevating RAID items:

Table 3: Decision Priority Matrix

Priority	Definition/Condition (meets one or more of the following)
1-Critical	▪ Significant negative impact on achieving the go-live date of the phase(s) or significant milestone ▪ Significant impact on the project budget ▪ Significant scope change to the project that impacts an entire phase or multiple phases ▪ Loss of availability of a core project team member or other key resource (the County or IBM) for a significant period of time or for the duration of the project ▪ Impact of item is across the entire system and requires a decision that necessitates the need to develop a “white paper.”
2-High	▪ Significant negative impact on achieving the timely Acceptance of an identified project deliverable ▪ Impact on the project budget ▪ Scope change to the project for multiple functional areas within a phase or for an entire phase ▪ Loss of availability of a team lead for a significant period of time or the duration of the project. ▪ Loss of a core project team member or other key resource (the County or IBM) for a short period of time ▪ Item originated in a functional team and was unable to be resolved and was thus escalated to the PMO for resolution.
S3-Medium	▪ Items require logging and tracking as they relate to the review and/or Acceptance of a project deliverable. ▪ Impact on the project budget ▪ Scope change to the project for a single functional area within a phase ▪ Reconfiguration of a team is required due to short-term loss of a critical team resource ▪ Anticipated closure of item within 30 days of item being logged ▪ Resolution of the item performed within the team without additional review required ▪ Resolution of the item has an impact to a broad range of project staff although the impact may not occur until several months later (e.g., black-out periods for vacation time)
4-Low	▪ Item noted has little to no impact on the project and is put on the log simply for tracking purposes only ▪ Communication of resolution of the item is not required

4.8 Steering Committee Meetings

Executive Steering Committee (ESC) meetings will be held on a periodic basis to be attended by the County and IBM executives to review overall project health, status of key activities, milestones, and Deliverables, and high-priority decisions and/or RAID items in need of action. It is expected that the ESC meetings will be held at least once a month for the duration of the project.

- **Presentation:** The Project Management Office (PMO) will prepare the executive-level project status presentation. The County PM must approve all project status reporting, presentations, and other communications to the Executive Steering Committee prior to submission. Any unapproved items will be handled by both parties in accordance with the escalation path identified in the Project Charter.
- **Planned frequency:** Biweekly
- **Purpose:** This may vary throughout the project. The pace and cadence of the meetings will be influenced by the PMO office needs for executive decisions and by the needs of the ESC to remain informed as to the project status.
- **Adhoc**: ESC meetings may need to be held on an ad-hoc/unscheduled basis from time to time to address critical project issues. The PMO group and the project sponsor will determine when an ad-hoc meeting is necessary.

The presentations provided during the ESC meetings may include but will not be limited to:

- **Current accomplishments & activities** – Listing of completed and in-progress tasks
- **Upcoming activities** – Listing of key upcoming tasks and Deliverables
- **Schedule milestone status** – Provides information tracking the project status in accordance with the approved project schedule.
- **Issues & risks** – The PMO will evaluate the project issues and risks in order to determine which require escalation to the ESC for direction and resolution.
- **Informational items** – Items that the PMO believes the ESC should be informed of, for which no action or decision is required.
- **Project budget status** – The PMO will provide a high-level summary of the project's financial position.
- **Project scope** – Items that will or may result in a change in project scope will be brought by both parties to the ESC for review and approval. The PMO will track the balance of any contingency hours available for non-scoped items for the ESC.

The PMO will be responsible for documenting the ESC meeting minutes and decisions made.

5. Project Roles & Responsibilities

For the successful execution of the project, the cooperation, support, and interaction with the County's personnel will be valuable to the IBM consultants working on the project. IBM consultants will work closely with the County staff to form a cohesive team. A clear listing of the roles and responsibilities of the team members will prepare them to meet the challenges of the project and accomplish the project objectives in the planned timeframe.

5.1 County Staff Roles and Expected Time Commitments

The table below outlines the expected County project roles and their approximate time commitments. Time commitments may vary depending on the project stage and milestones, with potential additional time required.

Table 4 Roles & Time Commitment

Role	Phase	Est. # of Staff	Skills	Approx. Time Commitment
Project Sponsor	All	1	Provide guidance and direction to the project team. Decision making ability and leadership.	10%
Steering Committee	All	As per plan	Provide guidance and direction to the project team. Decision making ability and leadership.	5%
Project Manager	All	1	Ability to manage large projects; understanding of the County business processes and approval hierarchy; good communication skills	100%
Support Admin	All	1	Admin Support. Schedule people, rooms, and equipment, assist with project documentation and management	100%
Change Management Lead	All	1	An understanding and has insight into organizational issues and challenges. Understands how people go through change and the change process. Ability to influence others and move the organization toward a common goal. Has been in prior communication roles or has strong writing skills. Comfortable speaking or presenting in front of all levels of the organization.	100%
Training Lead (100% two months before the Deploy phase	All	1	An understanding and insight into organizational issues and challenges to assess training needs and develop training programs. Ability to coordinate and execute training efforts for the organization. Has experience overseeing the organization training and development activities. It is comfortable speaking or presenting in front of all levels of the organization	50%
Team Leads/ Subject Matter Experts (1 Per Business Area)	All	1 per Module	Complete understanding of the County policies and procedures; Authority to make process design decisions. Ability to create business DILOs for testing.	75%
Business Analysts (1 Per Major Business Area/ Dept.)	All	1 per business area/dept	Full understanding of business area/department procedures. Ability to communicate process design/decisions to the departments	25% to 50%
Interfaces Lead	All	1-2	Understanding of the County applications, third parties, data extraction for conversion and interface	50%

Role	Phase	Est. # of Staff	Skills	Approx. Time Commitment
			development. Ability to create technical design documents.	
Technical IT Analysts	All	2-3	Understanding of the County applications, programming experience; ability to perform data extraction for conversion, interface development, script development; ability to create technical design documents, ability to validate data quality.	80%
Administrative Support	All	1	Provides administrative support for scheduling and coordination of project activities and provides general project support.	50%
Network Admin	All	1	Knowledge of the County networking infrastructure and capacity.	5%

Additionally, the County may assign backup subject matter experts and department representatives as required and decided by the County project manager.

5.2 IBM and County Responsibilities

The designated County users shall be made available during the project for all phases and stages including but not limited to discovery sessions, sprints, system demonstrations, system testing, user acceptance testing, decision-making, and other tasks related to this project.

The table below identifies the lead responsibility for all the important tasks on the project. Any conflict between this table and a defined role, responsibility, or deliverable in another section of this Agreement will be resolved by both parties with the more detailed explanation in the other section taking precedence over this section.

Table 5 Roles & Responsibilities

Role/ Resource	Responsibility	IBM	County
Project Manager	Project oversight	Co-Lead	Lead
	Project planning	Co-Lead	Co-Lead
	Project management	Co-Lead	Co-Lead
	Status reporting and project team communication	Co-Lead	Co-Lead
	Issues resolution	Co-Lead	Co-Lead
	Consulting resource allocation	Lead	None
	County resource allocation	None	Lead
	Scope control	Co-Lead	Co-Lead
	Project communication to stakeholders	Assist	Lead
	Production migration	Lead	Assist
	Deliverable Acceptance	None	Lead

Role/ Resource	Responsibility	IBM	County
Change Management / Training Lead	OCM analysis and planning (gain understanding of the project vision and organization)	Lead	Assist
	Develop the Organizational Change Management Strategy (a model that includes 'how' each component of the strategy will be executed by both parties on the project, i.e., communication, sponsor roadmap, coaching, etc.)	Lead	Assist
	Execute approved change management strategies and plans for the organization.	Guide	Lead
	Complete change impact analysis of changes that will occur to people, process, technology (i.e., changes to job roles, key performance indicators, organization structure, business process, and procedures, etc.)	Co-Lead	Co-Lead
	Brand or design communication outputs to fit the organization and culture.	Assist	Lead
	Communicate organization changes and position profile changes.	Guide	Lead
	Identify impacted stakeholders and communication distribution lists	Assist	Lead
	Create and distribute project updates for OCM to project leadership. (based on project reporting schedule)	Guide	Lead
	Gather regular feedback on change management effectiveness and review results with project leadership to make modifications to strategy/plans as needed.	Assist	Lead
	Assist with the project readiness assessment and provide input on Go/No Go decision	Co-Lead	Co-Lead
	Conduct lessons learned sessions, and if multiple phases are in scope, modify strategy/plans for future phases.	Co-Lead	Co-Lead
	Conduct training needs assessment	Co-Lead	Co-Lead
	Develop a Training Strategy & Plan	Lead	Assist
	Training instance management	Co-Lead	Co-Lead
	Knowledge transfer planning & execution	Co-Lead	Co-Lead
	End user training scheduling and coordination	Guide	Lead
	Training materials development	Co-Lead	Co-Lead
	End user training delivery	Assist	Lead
Functional Leads	System configuration and requirements validation	Lead	Assist
	Conduct system sprints	Lead	Assist
	Functional issues resolution	Lead	Assist

Role/ Resource	Responsibility	IBM	County
	Functional configuration documentation	Lead	Assist
	Interface design	Lead	Assist
	Data cleanup and validation	Assist	Lead
	Custom report specifications document	Assist	Lead
	Create test plan	Lead	Assist
	Create DILOs	Assist	Lead
	Create test scripts	Lead	Assist
	Update test scripts with Client specific data and examples	Assist	Lead
	Unit testing	Lead	Assist
	System testing	Lead	Assist
	User procedure documentation	None	Lead
	User Acceptance Testing (User and End to End)	Assist	Lead
	Create training material	Lead	Assist
	Train-the-trainer delivery	Lead	Assist
	End user training	Assist	Lead
	Knowledge transfer	Lead	Assist
Tech Lead	ERP cloud instance planning and deployment	Lead	Assist
	Coordinate with Oracle on architecture	Lead	Assist
	Knowledge sharing	Lead	Assist
	Interface design	Co-Lead	Co-Lead
	Set up new users/ responsibilities	Assist	Lead
Technical Analysts	Technical configuration	Lead	Assist
	Technical configuration reviews for SDLC compliance (the County will be responsible for having appropriate reviewers available for sign-off (i.e., security, IT compliance, etc.)	Assist	Lead
	For technical Objects including data conversion and interfaces ▪ Technical design ▪ System design	Lead	Assist

Role/ Resource	Responsibility	IBM	County
	▪ Develop programs		
	For technical objects including data conversion and interfaces ▪ Third-party and legacy system changes ▪ Data extraction/integration development ▪ Data cleanup and formatting	Assist	Lead
	Interface and data conversion/migration reviews (the County will be responsible for having appropriate reviewers available for sign-off (i.e., security, data validation, IT compliance, etc.)	Assist	Lead
	Integration testing support	Lead	Assist
	User Acceptance Testing support	Assist	Lead
	Custom components migration	Lead	Assist
	Analyze, track, resolve application system problems	Lead	Assist
	Custom report specifications document	Assist	Lead
	Report development	Co-Lead	Co-Lead
	Knowledge sharing	Lead	Assist
Network Administrator	Work with Oracle to assure network availability	None	Lead
	Monitor network bandwidth	None	Lead
	Desktop configuration	None	Lead

LEGEND: Description/meaning of the responsibility levels

Lead	The party that is responsible for performing the task and performing the majority of the work.
Co-Lead	Both parties shall share responsibilities for performing the tasks and work.
Guide	Provide oversight and direction on what tasks to accomplish, including the suggested timing of task execution but having no direct responsibility or involvement with any task execution.
Assist	Both parties support or provide aid in actively creating part of the Deliverable or performing the activity
None	No involvement in the task is expected

5.3 Rolling Estoppel

County acknowledges that its timely cooperation is critical to the success of this SOW, and County assumes responsibility for providing all resources, duties and obligations set forth in the SOW and subsequent approved Project Change Request (PCR)(s) to the SOW. County will be conclusively deemed to have fulfilled its obligations, unless it receives notice from IBM on any potential risks or deficiencies attributed to the County or any party under the County's control . County shall be deemed notified upon receipt of written notice from IBM through any of the following: weekly status report, ESC status report or at any other time during the project when notice is provided to the County's Project Manager. Furthermore, both parties acknowledge that a continual list of risks and/or deficiencies, in additional to the County's mitigation plan, shall be documented in the Risk, Action, Issue, Decision ("RAID") log updated with input from project managers from both parties. Notwithstanding anything to the contrary, IBM shall not be liable for any delays or required services changes due to the County or any party under the County's control.

To ensure that IBM is able to meet the SOW's timelines and duties, all County risks and/or deficiencies communicated via notice must be resolved as soon as practicable but no later than any timeline mutually agreed upon by both parties.

IBM is estopped from claiming that a situation has arisen that might otherwise justify changes in the project timetable, the standards of performance under the contract or the contract price, if IBM knew of County's deficiency and failed to provide notice.

Only if the County's resources, duties or obligations aren't stated in the SOW will IBM's notice contain IBM's suggested solution to the deficiency. The County is responsible for determining the appropriate course of action to mitigate the risk or deficiency.

If the County's deficiency requires IBM to execute a change in the project timetable, the standards of performance, the project price or a combination of any of these elements to perform the Services, IBM shall use the change order process as defined in **Appendix 4 – Project Change Control Process**.

5.4 Project Location(s)

IBM shall provide the Services in a combination of onsite at the County premises and offsite, including offshore locations. It is accepted and acknowledged that work will be conducted by resources in remote locations in multiple time zones. While IBM may have resources in offshore and remote locations in varying time zones, IBM agrees that any necessary meetings are to be conducted in the County's time zone. All IBM and the County interactions will primarily be executed during the County working business hours. All system activities including, but not limited to system events, testing and training will be performed by IBM in English.

The County will be responsible for making facilities available and required infrastructure ready for tasks like training, conference room pilots, team meetings, system testing, and other events. These facilities should include audiovisual and physical (whiteboards, flip charts, etc.) amenities, network and systems connectivity for IBM consultants, as well as remote access VPN or equivalent. It is accepted and acknowledged that work will be conducted by IBM resources in remote locations in multiple time zones. As such, the need for tools supporting remote working environments is required.

IBM staff will honor holidays observed by the County and may choose to work on holidays and weekends when necessary. With permission from the County, IBM staff may have access to the County worksite for extended hours including hours that may be the County holidays.

For the duration of the project the County will use IBM's project management and delivery tools and templates.

Travel Budget

Funds have been budgeted for travel in Appendix 10 and will be billed by IBM at actual costs and per diem for meals. Travel is subject to Exhibit B to the Agreement and any applicable government guidelines or restrictions at the time of travel. IBM and County Project Managers will determine the limits for expense types (e.g. airfare, hotel) in the Project Management Plan, in accordance with Exhibit B. Any deviations to the limits must be within the policy set forth in Exhibit B and approved by County Project Manager.

6. Project Deliverables

6.1 List of Deliverables

The following table (**Table 10**) lists IBM project Deliverables by phase and stage. Based on the project phase review, the list of Deliverables can be modified/deleted/combined by both parties through the change order process as defined in **Appendix 4 - Project Change Control Process**.

EDM Stage	Del #	Deliverable Name
Phase 0- Common Design		
Common Design	P0-01	Project Mobilization
	P0-02	Project Management Plan (Project Charter)
	P0-03	MS Project Schedule (Phase 1)
	P0-04	COA and Enterprise Structure
	P0-05	Fin Track Module Demos
	P0-06	Workforce Structure
	P0-07	Change Management Strategy
	P0-08	Data Conversion Strategy
	P0-09	Integration Strategy
	P0-10	MS Project Schedule (Phase 2)
	P0-11	HCM Module Demo
Phase 1 – Finance		
DEFINE	P1-01	Phase Kick-off
	P1-02	Discovery Sessions
	P1-03	Prel. System Process Flow Diagrams
MODEL	P1-04	Sprint 1 (Conference Room Pilot) Completed
	P1-05	Integration Functional Design (Set 1)
	P1-06	Sprint 2 (Conference Room Pilot 2) Completed
	P1-07	Data Conversion Functional Design
	P1-08	Gap/Fit Analysis
	P1-09	Integration Programs Development (set 1)
	P1-10	Integration Functional Design (Set 2)
	P1-11	Integration Programs Development (Set 2)
	P1-12	Data Conversion Programs Development
VERIFY	P1-13	Testing Strategy
	P1-14	System Integration Testing
	P1-15	User Acceptance Testing
	P1-16	Training Materials
DEPLOY	P1-17	Train-the-Trainer Training
	P1-18	Go-Live with Applications for the phase
	P1-19	Post-Production Support - Month 1
	P1-20	Post-Production Support - Month 2

	P1-21	Post-Production Support - (Phase Accepted)
Phase 2 – HCM		
DEFINE	P2-01	Phase Kick-off
	P2-02	Project Plan Updated
	P2-03	Discovery Sessions
	P2-04	Prel. System Process Flow Diagrams
MODEL	P2-05	Sprint 1 (Conference Room Pilot) Completed
	P2-06	Data Conversion Functional Design
	P2-07	Integration Functional Design (Set 1)
	P2-08	Sprint 2 (Conference Room Pilot 2) Completed
	P2-09	Integration Program Development (Set 1)
	P2-10	Integration Functional Design (Set 2)
	P2-11	Gap-Fit Analysis
	P2-12	Integration Program Development (Set 2)
	P2-13	Data Conversion Programs Development
VERIFY	P2-14	System Integration Testing
	P2-15	Pay Reconciliation Testing
	P2-16	User Acceptance Testing
	P2-17	Training Materials
DEPLOY	P2-18	Train-the-Trainer Training
	P2-19	Go-Live with Applications for the phase
	P2-20	Post-Production Support - Month 1
	P2-21	Post-Production Support - Month 2
	P2-20	Post-Production Support - (Phase Accepted)
Phase 3 – Budgeting		
DEFINE	P3-01	Phase Kick-off
	P3-02	MS Project Schedule (Update for the phase)
	P3-03	Discovery Sessions
	P3-04	Requirements Traceability Matrix and Fit Gap
MODEL	P3-05	Sprint 1 (Conference Room Pilot) Completed
	P3-06	Design Document
	P3-07	Sprint 2 (Conference Room Pilot 2) Completed
VERIFY	P3-08	System Testing
	P3-09	User Acceptance Testing
	P3-10	Training Materials
DEPLOY	P3-11	Train-the-Trainer Training
	P3-12	Go-Live with the Applications for the phase
	P3-13	Postproduction Support – Month 1
	P3-14	Post-Production Support - Month 2
	P3-15	Post-Production Support - (Phase Accepted)
Phase 4 – Advanced HCM		

DEFINE	P4-01	Phase Kick-off
	P4-02	MS Project Schedule (Update for the phase)
	P4-03	Discovery Sessions
MODEL	P4-04	Sprint (Conference Room Pilot) Completed
	P4-05	Gap/Fit Analysis Complete
VERIFY	P4-06	System Testing Completed
	P4-07	User Acceptance Testing Completed
	P4-08	Training Materials
DEPLOY	P4-09	Train-the-Trainer Training
	P4-10	Go-Live with Applications for the phase
	P4-11	Post-Production Support - (Phase Accepted)
Phase 5A – FDI for Financials		
DEFINE	P5A-01	FDI Reporting Strategy Complete
MODEL	P5-A02	System Testing Complete
VERIFY	P5A-03	User Acceptance Test & Training Complete
DEPLOY	P5A-04	Deploy & Stabilization Phase Complete
	P5A-05	1 Month Post-Production Support Complete
Phase 5B– FDI for HCM		
DEFINE	P5B-01	FDI Reporting Strategy Complete
MODEL	P5B-02	System Testing Complete
VERIFY	P5B-03	User Acceptance Test & Training Complete
DEPLOY	P5B-04	Deploy & Stabilization Phase Complete
	P5B-05	1 Month Post-Production Support Complete

The project team may create additional project artifacts/Deliverables that are not tied to the payment schedule, which would be identified in the project schedule for the specific phase.

6.2 Deliverable Definitions

The following table provides the required content from IBM and acceptance criteria of the Deliverables of the Oracle Cloud implementation.

- Live Event: A project milestone that does not have any specific documentation.

The Deliverable Acceptance process is specified in **Section 6.3**.

Table 11 Deliverables and Acceptance Criteria

Deliverable	Objective	Description of Scope/Acceptance Conditions	Format	IBM Responsibilities	County Responsibility	Acceptance Criteria
Project Mobilization	Prepare IBM team for the project	Assemble and provide orientation to the IBM project consulting team	Live event	Provide meeting times, schedules, attendees, objectives	Agree to schedule and arrange and confirm attendance of County personnel	System event completed. Meeting held and meeting notes sent out by IBM to County PM
Project/Phase Kick-Off	Initiate the project phase	Prepare project kick-off presentation materials and provide an overview of ▪ Project scope ▪ Project schedule ▪ Roles and responsibilities	Live event w/ MS PowerPoint presentation materials	Prepare meeting deck and review with County PM and Sponsors prior to presentation to combined team.	Provide Necessary Information. PMO review of kickoff deck. Participation in presentation (executive sponsorship) to combined team.	System event completed. Meeting held and meeting notes sent out by IBM to County PM
Project Management Plan (Charter)	Provide guidelines to the project team on project governance and execution	Document project governance structure. The Deliverable material includes: ▪ Project management approach ▪ Project organization structure and roles ▪ Issue management and escalation strategy ▪ Quality management plan ▪ Knowledge transfer strategy ▪ Change control strategy ▪ Risk mitigation strategy ▪ Confirmed alignment of the Project Charter to Section 4 of this SOW	Microsoft Word / Adobe PDF	Prepare document (will be updated by both parties as needed throughout the project)	Review document and make updates to document	Completed document approved by the County as per section 6.3
MS Project Schedule	Create a project schedule for the implementation	The project plan will include the following for all key tasks, milestones and Deliverables per Phase and Stage of the Project: ▪ Description ▪ Duration ▪ % complete ▪ Start date ▪ End dates ** Resource leveling is specifically excluded from this Deliverable	Microsoft Project	Lead meeting(s) with County PM Prepare document and maintain throughout project	Participate in IBM led meeting(s) to review document and maintain throughout the project	Completed document (initial project plan) accepted by the County as per section 6.3

Deliverable	Objective	Description of Scope/Acceptance Conditions	Format	IBM Responsibilities	County Responsibility	Acceptance Criteria
Change Management & Training Strategy	Outline of the approach and components for organizational change management and training approach	The Deliverable to include: ▪ OCM strategy and approach ▪ OCM team roles and responsibilities ▪ Communication strategy ▪ Training strategy	Microsoft Office (i.e., Word, PPT) / Adobe PDF	Prepare document. Collaborate with County CMO	Participate in IBM led meeting and review and update document	Completed document submitted to and accepted by the County as per section 6.3
Data Conversion Strategy	Develop data conversion strategy	Define the data conversion approach and strategy. The Deliverable material includes: ▪ Data conversion approach ▪ Data conversion scope per the SOW and any edits to date ▪ Data extract strategy ▪ Data reconciliation strategy	Microsoft Word / Adobe PDF	Prepare the Data Conversion Strategy document Hold meeting/s with County Tech Lead to review document. Update the document with the inputs provided	Review and Provide inputs	Completed document approved by the County as per section 6.3
Integration Strategy	Develop interface strategy	Define the interface approach and components. It includes: ▪ Interface approach ▪ Interface scope per the SOW and any edits to date ▪ Interface validation strategy	Microsoft Word/ Adobe PDF	Prepare the Integration Strategy document. Hold meeting/s with County Tech Lead to review document. Update the document with the inputs provided	Review and Provide inputs	Completed document approved by the County as per section 6.3
Discovery Sessions	Review and discuss Oracle Cloud applications with the County	The Deliverable to include: ▪ Discovery session meetings led by the IBM functional leads. ▪ Captured the County input which serves as inputs to the Model Stage of the project	Live demonstrati on event	Review processes to be demonstrated on IBM or Oracle Demo instance. Provide details for scheduling of the meetings for each module. Document all RAID items discuss during meeting in the minutes of the meeting as well as on RAID log.	Confirm Discovery schedule. Arrange for and confirm attendance of County personnel Participate in the meetings. Identify and provide inputs for any unique processes, business scenarios or procedures. Continuously review Action and Decision items in specific to	System event completed. Scheduled discovery sessions conducted. RAID items documented and posted to the RAID log.

Deliverable	Objective	Description of Scope/Acceptance Conditions	Format	IBM Responsibilities	County Responsibility	Acceptance Criteria
					close them as soon as possible. Provide Inputs, include necessary teams, help document the FIT/Gap.	
Prel. System Process Flow Diagrams	Perform review of the County processes in relation to the Oracle applications process flows	Review high level the County operational processes and map it to Oracle process to facilitate design sprints. The flows are not intended as final solution flows, only representative of the flows which must be evaluated and configured within the scope of the project.	Microsoft Word/Visio / Adobe PDF	Process flows to be reviewed during Assessment sessions. Provide County with the standard repository of the MBP Business process in IBM's library for modules being implemented. Update based on Client feedback. Complete the initial RTM/DILO document with mapping to the MBP business processes referenced above.	County Module Lead to review future process flows and provide inputs for updates to IBM at the end of Sprint 1.	Completed document approved by the County as per section 6.3
Sprint 1 (Conference Room Pilot 1)	Demonstrate standard functionality to gain consensus on software fit and potential functionality the County.	Perform the County-specific base/shell configuration of the Oracle application modules for the phase to: ▪ Demonstrate Oracle's standard flows with reference to the preliminary flows established. ▪ Demonstration of standalone modules with limited cross-module touch points will be shown by IBM as needed to leverage data entered into the system by IBM. Note that this is a prototype to validate the design approach on a module-by-module basis and not working or configure the system to support business process flows.	Live demonstrati on event	Configure environment as per County specific data. Demonstrate functionality as per Sprint Schedule. Document all design issues and action items. Demonstrate process flows and solutions identified for Sprint/CRP.	Provide configuration data requested by IBM at the end of Define Stage for IBM to configure the environment. Continue to review and update RTM/DILO document. Inform IBM Lead on updates being made. Attend Sprint /CRP sessions and provide necessary inputs on processes, County scenarios and proposed solutions to gaps.	System event completed, and all design issues documented. Design issues and action items from Sprint meeting minutes document submitted to the project RAID log

Deliverable	Objective	Description of Scope/Acceptance Conditions	Format	IBM Responsibilities	County Responsibility	Acceptance Criteria
Sprint 2 (Conference Room Pilot 2)	Demonstrate standard functionality with the revisions from Sprint 1 to enable validation and confirmation of the solution approach	Event includes: ▪ Validation by the County of the solution decisions that have been made. ▪ Continue to work through design and solution for any open process flow Items. ▪ Gain sign-off on key design decisions ▪ Identify areas that need to be changed. Note that this is a prototype to validate the design approach and not a working or configured system to support business process flows. Only limited cross- module functionality will be demonstrated by IBM.	Live demonstrati on event	Configure environment as per County specific data. Demonstrate functionality as per Sprint Schedule. Document all design issues and action items. Demonstrate process flows and solutions identified for Sprint/CRP.	Provide configuration data requested by IBM at the end of Define Stage for IBM to configure the environment. Continue to review and update RTM/DILO document. Inform IBM Lead on updates being made. Attend Sprint /CRP sessions and provide necessary inputs on processes, County scenarios and proposed solutions to gaps.	System event completed, and all design issues documented. Design issues and action items from Sprint meeting minutes document submitted to the project RAID log
Data Conversion Functional Design	Define functional requirements for conversion objects	Define design components including: ▪ Conversion description ▪ Functional setup prerequisites including: cross module dependency (if any), business rules (if any) and volume considerations ▪ Assumptions ▪ Data mapping ▪ Extraction criteria ▪ Validation rules ▪ Error handling	Microsoft Word/ Adobe PDF	Explain IBM Templates data columns. Describe the specifications including data requirements, data format, data migration tools and methodology for each conversion entity.	County Functional Lead and Technical lead responsible for data conversion and validation attend the design meetings. Start Clean-up of data as needed on Legacy Applications. Work on strategy for giving consolidated file if conversion data is in multiple sources. Signoff on the Data Conversion Design Provide Data as per IBM Templates.	Completed document approved by the County as per Section 6.3
Gap Fit Analysis	Document process gaps (and fit)	Identify gaps in Oracle system flows based on Preliminary Flow mapping and sprints. Document includes: ▪ Process gap analysis ▪ High level solution approach/ work around for gap solution (Does not include solution design)	Microsoft Word/ Adobe PDF	Update new and modified DILO's with associated process flows and Test Scripts. Ensure all COUNTY functional requirements listed in Appendix 1 of this	Identify and add new DILO's/Business Scenarios within the scope of the project. Update IBM provided DILO's as necessary to reflect COUNTY's process.	Completed document approved by the County as per section 6.3 Completed RTM/DILO document with mapping to test

Deliverable	Objective	Description of Scope/Acceptance Conditions	Format	IBM Responsibilities	County Responsibility	Acceptance Criteria
				SOW will be mapped by IBM to a DILO and a MBP process flow. Continue to work with COUNTY to help update the process flows. Document on the RAID log all open design items that needs COUNTY decision. Finalize DILO/RTM with County specifics Provide inputs to finalize process flows.	Finalize all design for functionality and gaps, finalize key configurations, close all decisions, and choose solution for gaps. Update and finalize all Business flows needed for finalization of design. Work with IBM team to get the process flows reviewed to ensure uniform understanding of the business process. Provide final Process Flow diagram Sign off on conversion and integration design.	scripts submitted to project repository.

Integration Functional Design	Define functional requirements for all integrations in scope	Define design components, including:
		▪ Interface description
		▪ Functional setup prerequisites including
		  ▫ Cross module dependency (If Any)
		  ▫ Business rules (If Any)
		  ▫ High-level process flow
		▪ Technical approach (Does not include pseudo-code)
		▪ Application column mapping for Oracle applications
		▪ Specification development for interfaces
			Microsoft Word/ Adobe PDF	Conduct meetings for each integration design element.
				
				Explain IBM Templates data columns.
				
				Work jointly with County counterparts for Data Mapping between Oracle and Third party applications.
					County Functional Lead and Technical lead responsible for integration data and validation.
					Attend the design meetings.
					
					Work on design on third party application which receives/sends data.
					
					Decide on business rules needs for target applications and code third party applications accordingly.
					Work jointly with IBM counterparts for Data Mapping between Oracle and Third party applications.
						Completed document approved by the County as per section 6.3

Deliverable	Objective	Description of Scope/Acceptance Conditions	Format	IBM Responsibilities	County Responsibility	Acceptance Criteria
					Signoff on the Integration Design Provide Data as per IBM Templates.	
Integration Programs Developed	Development of integration programs complete	Deliverable includes: ▪ Complete development of interface programs for all approved entities Unit testing of the interface process complete with sample data	Live Event/ completed interface unit testing	Develop integration programs based on the Interface Functional Design documents. Verify that the File format in which data is provided is as per accepted criteria. Load Conversion data. Perform unit testing on sample data.	Provide Integration files per design for inbound integrations. Load data files and validate on Target Application for outbound integrations. Work with third party applications/vendors to ensure that their end of work is progressing as per schedule. Validate file before sending to IBM. Perform unit testing on Target third party applications to confirm data load.	Programs developed and unit tested with sample data by IBM project team. Sample data unit test results documented and submitted to the project repository
Data Conversion Programs Developed	Development of data conversion load programs complete	Deliverable includes: ▪ Complete development of the data conversion load programs for all approved data conversions ▪ Unit testing of data conversion programs with sample data is complete	Live Event/ completed for unit testing of data conversion load programs	Create conversion programs based on Data Conversion Functional Design documents to load the data. Verify that the File format in which data is provided is as per Accepted criteria. Load Conversion data. Provide output report to County to perform post conversion validation. Perform unit testing on sample data.	Provide Sample data files in the IBM determined format for Sprint 1. Continue to provide Data Conversion files in the IBM determined format. Validate file before sending to IBM. Validate Data Load output. Rectify Load errors based on validation. Update extraction scripts.	Programs developed and unit tested with sample data by IBM project team and the output report has been provided to County.

Deliverable	Objective	Description of Scope/Acceptance Conditions	Format	IBM Responsibilities	County Responsibility	Acceptance Criteria
Test Strategy	Create testing strategy for the phase	The Deliverable includes: ▪ Testing approach & strategy ▪ Pass/Fail criteria for all testing events are defined. ▪ Testing process flow ▪ Testing infrastructure/ instances ▪ Testing responsibilities	Microsoft Word/ Adobe PDF	IBM led meeting(s) to prepare the Test Strategy and update the document as needed.	Participate in IBM led meeting(s), review document and review updates.	Completed document approved by the County
System Integration Testing	Plan and execute system integration testing	As further defined in Appendix 5 "Stage 4 – Verify | Key Activities", the Deliverable material includes: ▪ Validate business process flows ▪ Validate cross-module processes ▪ Test interfaces available for testing ▪ Validate results The completion criteria are the execution of all planned test scripts and scenarios and documentation of the results for retesting in the next round of testing.	Microsoft Word/ Adobe PDF	Complete RTM/DILO document with mapping to test scripts and upload to PractiTest. Configure and smoke test SIT environment for all in scope functionality Convert Data. Meet entrance/exit criteria for SIT. Identify missing steps to add to Cutover Plan template. Assist the County in execution of test scenarios Resolve SIT issues/defects.	Approve configuration data for SIT no less than 3 business days prior to start of configuration activities. Validate Converted data and work on conversion data errors. Identify missing steps to add to Cutover plan Prepare Test Data for usage in SIT. Test scenarios identified for SIT (DILO's, integrations). Review results of issue/defect resolution provided by IBM and retest. Test user security if necessary over and above SIT Test Scenarios.	System event complete and all testing issues documented. Exit Criteria for SIT as per Appendix 5 "Stage 4 – Verify | Exit Criteria" have been met.
User Acceptance Testing	Plan and execute User Acceptance Testing	As further defined in Appendix 5 "Stage 4 – Verify | Key Activities", execute end-to-end system process flows. Test scripts will be executed by IBM manually, and no automated tools are proposed. The Deliverable material includes:	Microsoft Word/ Adobe PDF	Update Test Scenario document if needed for UAT scenarios and upload to PractiTest. Provide final configuration data to the County no less than 8 business days	Approve final configuration data for UAT no less than 3 business days prior to start of configuration activities. Provide inputs on time taken for	System event complete and all testing issues documented. Exit Criteria for UAT as per Appendix 5 "Stage 4 – Verify |

Deliverable	Objective	Description of Scope/Acceptance Conditions	Format	IBM Responsibilities	County Responsibility	Acceptance Criteria
		▪ Perform User Acceptance Testing according to plan using test scripts. ▫ Validate business process flows ▫ Validate cross-module processes ▫ Test Interfaces ▫ Document results The completion criteria are the execution of all planned testing and closure/work around for all critical issues.		prior to start of configuration activities. Provide inputs on time taken for execution of UAT cutover activities for Cutover Plan. Configure and smoke test UAT environment Convert Data. Meet entrance/exit criteria for UAT Identify missing steps to add to Cutover Plan template. Assist the County in execution of test scenarios. Resolve UAT issues/defects.	execution of UAT cutover activities for Cutover Plan. Validate Converted data and work on conversion data errors. Identify missing steps to add to Cutover plan. Prepare Test Data for usage in UAT. Coordinate with Users and execute UAT testing based on the Test Schedule and plan. Review results of issue/defect resolution provided by IBM and retest. Test user security if necessary, over and above UAT Test Scenarios.	Exit Criteria" have been met.
Pay Reconciliation Testing (For Payroll only)	Plan and execute Pay Reconciliation Testing for payroll processing only	As further defined in Appendix 5 "Stage 4 – Verify | Key Activities", conduct testing for 1 payroll batch per business unit (includes JTDs) and perform reconciliation of gross to net to legacy payroll within reasonable tolerances. The following tasks are scoped: ▪ Load time entry data from the legacy system directly into payroll ▪ Run payroll process ▪ Validate gross to net pay ▪ Reconcile the gross to net differences within reasonable tolerances (Identify the discrepancies and the root cause for any material differences).	Microsoft Word/ Adobe PDF	Responsibilities are defined in Appendix 5 "Stage 4 – Verify | Key Activities	Responsibilities are defined in Appendix 5 "Stage 4 – Verify | Key Activities	Exit Criteria for Pay Reconciliation as per Appendix 5 "Stage 4 – Verify | Exit Criteria" have been met.

Deliverable	Objective	Description of Scope/Acceptance Conditions	Format	IBM Responsibilities	County Responsibility	Acceptance Criteria
Training Materials	Prepare training materials	Develop Train the Trainer training material based on the County system configuration for the phase.	Microsoft Word	Create role-based Training Material for Train the Trainer as the base for County's End User training. Update Training material based on feedback.	Review the Training Material Provided by IBM. Update Training Material with County specific terminology and processes as needed. Approve Training Material.	Training materials for the software components created and made available to the County for enhancement to organization standards or operating procedure updates. Completed training materials approved by the County as per section 6.3
Train-The-Trainer Sessions	Conduct train-the- trainer training	Provide overview and knowledge of the Oracle system applications training to the County trainers for execution of end- user training	Live Event	Provide knowledge transfer to the County trainers. Conduct Train the Trainer sessions. (up to 3 people per module area).	Participating in Train the Trainer sessions. Track participation and report metrics.	System event completed. Train-the- trainer class(es) delivered per schedule
Go-Live with Oracle Cloud Applications	Production Go-Live	The Deliverable material includes: ▪ Production configuration complete ▪ Approved custom components migrated to the Production instance ▪ Production validation complete ▪ Production system can be made available to users	Live Event	Migrate end state UAT configuration to PROD. Complete data conversion and load using the end state UAT processes. Migrate reports from UAT to Prod. Successfully execute the cut over plan.	Provide final data cut for PROD cut over. Migrate Integration code and configurations to Production. Successfully execute the cut over plan. Accept PROD system.	System event completed. (1) The production system is available for the County to perform its business processes and operations included in the phase, and (2) UAT Deliverable has been Accepted as per Section 6.3. Note: All other Deliverables for a specific Phase must be Accepted prior to County go/no-go decision for the Phase.

Deliverable	Objective	Description of Scope/Acceptance Conditions	Format	IBM Responsibilities	County Responsibility	Acceptance Criteria
Post-Production Support	Completion of phase support	Production support services provided for the specified period for the phase	Live Event	Resolve outstanding issues/defects according to the Project Acceptance criteria identified in Section 6.3	Engage with IBM for issue/defect resolution	System event complete. Exit Criteria for Phase Close as per Appendix 5 have been met.

6.3 Deliverable Acceptance Process

For purposes of Acceptance of the solution (or portions thereof), both parties will use the following staged Acceptance procedure. All timeframes specified in the following procedures may be overridden by written agreement between both parties as per the project schedule.

6.3.1 Non-System Event Deliverables Acceptance:

All completed non-system Deliverables (typically written documents, e.g., Project Management Plan) will be reviewed by IBM's Project Manager and uploaded to the designated project repository/network folder. IBM Project Manager shall notify the County Project Manager and submit a Deliverable Acceptance Certificate (DAC), Sample format attached in Appendix 3 of this Agreement.

Upon IBM's submission of a completed DAC, the County shall review the Deliverable and approve or deny the DAC within five (5) business days of receipt of DAC, unless otherwise mutually agreed to in writing by the Project Managers of both both parties. If the County denies the DAC in accordance with this paragraph, the County must provide preliminary written justification for the denial within the stated five business days to allow IBM to take action to correct and/or explain and to continue to move the project forward.

If the County denies the DAC and requires revisions to the submitted Deliverables, all required changes shall be collected and consolidated by the County Project Manager into one document and provided to the IBM Project Manager within ten (10) business days of County receipt of DAC. IBM shall then revise the Deliverable at no additional cost to the County, or within five (5) business days, provide a written explanation of the reasons for Accepting the deliverable "as is".. Upon Acceptance of the revised Deliverable or receiving a satisfactory written explanation for the deficiencies identified, the County Project Manager will verify that the changes were incorporated and Accept or reject the Deliverable within (5) five business days by signing the Deliverable Acceptance Certificate. Subsequent iterations for resolution of remaining deficiencies in rejected Deliverable(s) shall require the steps of written explanation, revision, and Acceptance to be performed by each party within three (3) business days.

In the event that neither approval, denial, nor feedback from the County is received within five (5) business days, the Deliverable shall be deemed approved, and IBM will submit the related invoice for payment.

6.3.2 System Event Deliverables Acceptance:

Upon completion of a system event (marked as system event in Table 11 Deliverables and Acceptance Criteria, e.g., sprint complete), IBM Project Manager shall submit a Deliverable Acceptance Certificate to the County Project Manager. Upon IBM's submission, the County Project Manager shall verify the completion of the system event and provide signed acceptance within five (5) business days.

In the event that neither approval nor feedback from the County is received within the stipulated time period, the Deliverable shall be considered approved.

6.3.3 Deliverables Use in Production

Except as otherwise provided herein, the County shall not use the Deliverable in a production environment or in the ordinary course of the conduct of their business prior to acceptance of the Deliverable and such use shall, without the written consent of IBM, be deemed acceptance of such Deliverable and all other predecessors. Use of the Deliverable in a test environment to validate acceptance criteria shall not be considered acceptance of said Deliverable.

Upon go-live of any phase all Deliverables, except "Post-Production Support Complete", related to that phase shall be deemed to be approved and immediately ready for invoicing. The County may still request edits to the Deliverables, the remedy for such can be subject to the approval of the "Post-Production Support Complete" Deliverable.

6.3.4 Project Phase Acceptance

Project Phase Acceptance

Once the County begins using the software components in production (“Go-Live date”), IBM will provide post-production support for the specified periods defined in section 3.13 of this SOW (“Post-Production Support Periods”). At the end of each “Post-Production Support Period”, IBM and the County will complete a phase review and prioritize the list of issues based on the criteria below.

Issue Classification

The following factors primarily determine the priority assigned to a system issue/incident:

- The impact on the business in size and scope, e.g., financial impact (loss)
- The urgency of the business in time-dependent operations

The following definitions will guide how IBM and the County prioritize system issues.

Table 6.1 Issue Priority Definitions for Project Phase Acceptance

Severity	Description of Service Request Severity (Priority) Code	Response
Priority 1	Defined as an incident that renders a production system inoperable. Users are unable to connect to or use the system to support the County business functions.	▪ Assign resources to work on the problem within 0.5 business hours during regular business hours and 4 hours during non-business hours, ▪ Log Service Request (SR) with Oracle, if necessary ▪ Communicate efforts and results once every business day until resolved or the priority changes.
Priority 2	Defined as consistent intermittent outages and/or failure of the production system, interfering with normal operation. May also be defined as a system/application that is operating but with severe restriction or affects a time sensitive function.	▪ Assign resources to work on the problem within 1 business hour during regular business hours, and next business day when reported during non-business hours. ▪ Time sensitive issues like payroll will be addressed by IBM until resolved or a work-around acceptable to the County is found, in which case the priority will be lowered by IBM until a permanent resolution is completed. ▪ Log Service Request (SR) with Oracle, if necessary ▪ Communicate efforts and results once every business day until resolved or the priority changes.
Priority 3	Defined as a production system/application problem affecting up to ten (10) users. The majority of the functions are still usable. Some circumvention may be required to reestablish normal service.	▪ Assign resources to work on the problem within 2 business days. ▪ Communicate confirmation of scope and impact of the incident within 5 business days of reporting ▪ Elevate to “Priority 2” if the incident is not resolved in 15 business days. ▪ Communicate efforts and results once every 2-3 business days until resolved or the priority changes
Priority 4	Defined as a production system/application problem isolated to up to ten (10), performing non-critical tasks and an alternative workaround exists. The majority of the functions for most users are still usable.	▪ Review and based on open issues log, assign resources to work on the problem within 5 business days. ▪ Communicate confirmation of scope and impact of incident within 8 business days of reporting ▪ Communicate efforts and results once every 5 business days until resolved.

The priority of a defect does not necessarily determine how soon an issue will be resolved by IBM; it merely indicates the urgency and order in which the issues will be undertaken by IBM for resolution. The resolution time will depend on several factors, including the complexity of the problem, dependency on users’ input, ease of replication in the test environment, etc. Resolution of issues may require Oracle to provide patches or replacement parts and therefore may not be within the control of IBM.

In order to expeditiously resolve issues, the County staff shall be available to test all issue remediation and provide feedback no later than two (2) business days unless otherwise agreed to by both parties after IBM notifies that the issue is resolved in a test environment. After this review is completed, the County shall notify IBM in writing of its` "Phase Acceptance."

6.3.5 Final Acceptance

After the County has Accepted of all phases of the Oracle ERP Cloud system project, the system is considered finally Accepted, and the County shall notify IBM in writing of the final Acceptance.

6.4 Project Assumptions

The following project assumptions have been made to prepare this SOW:

Software Assumptions

- County acknowledges that any change to the overall solution that are not identified in the RFP response will have an impact on the implementation costs and may require a change order.
- County must obtain the Oracle SaaS subscription for software listed in Section 2 of this SOW before IBM can commence with Services, and must maintain such a subscription for the duration of the Services.

Scope and Terms Assumptions

- The implementation resource and cost estimates have been based on a fixed scope and schedule. Any changes to the project scope, timeline, approach, or resources will be subject to the change order process as defined in **Appendix 4 - Project Change Control Process** and may increase project costs.
- SaaS solutions do not support software customizations. To the extent that requirements cannot be met through the configuration of the software, County acknowledges that it may need to make changes in business processes and operating procedures to adapt to built-in best practices in the Oracle SaaS solution. IBM will work with County to assist with the adoption of appropriate process re-engineering.
- County management, including the Project Manager and key users, will be able to make timely decisions on the issues raised by the project team.
- County personnel will be assigned to the project as per an agreed upon staffing profile. Key users' and management's time will be made available for the duration of the project for interviews, system demonstrations, system testing, decision-making and other tasks related to this project.
- County will designate a project sponsor who shall represent the County during the performance of Services, review performance obligations, establish and maintain an active line of communication with the IBM project manager during the performance of the Services, and make timely decisions on behalf of the County on all relevant issues.
- In order to meet the project timelines, County Project Manager will review and accept the Deliverables in the timelines stated in section 9 of the Agreement and sections 6.3.2 and 6.3.3 of the SOW.
- County is responsible for providing narratives of the current business processes during each project phase's Define/Model stage.
- County shall provide detailed information related to third-party vendors.
- County shall provide interpretations of labor agreements, within agreed upon timelines during the project, if questions arise.
- County will address functional questions and resolve issues for activities owned by the County within mutually agreed upon timelines during the project.

- The implementation is scoped for the County for two (2) Business Units. All departments and entities that will form part of this implementation will be configured by IBM under the County Business Unit. The second Business Unit will have all JTD's.
- County shall ensure that all JTD's will follow the same business processes established for JTD's. Business processes will not be modified or changed for individual or group of JTD's
- County will provide configuration elements in the Oracle Cloud Applications required format.
- The standard Oracle Transactional Business Intelligence (OTBI) will be implemented by IBM. There are many requirements identified with a reporting solution. IBM's experience is that many of the reporting needs can be met by either standard reports or user-configured reports.
- As software vendors are continuously improving the capabilities of their products, it is possible that throughout the implementation time horizon, additional capabilities may be introduced that the County would want to leverage. This will be handled by both parties through the change order process as defined in **Appendix 4 - Project Change Control Process**.
- IBM bases the implementation scope on the requirements listed in the Functional Requirements and based on IBM's experience in working with clients of similar size and complexity. Sometimes, it may be technically infeasible to meet the requirements due to the lack of data availability, controls/constraints of the SaaS applications, or other system architecture reasons. This infeasibility may not become apparent until the detailed Define/Model Stage. In such cases, IBM will help and guide the County concerning alternative methods to meet its business requirements, such as implementing process changes or manual steps.

Technical Assumptions

- The current pricing proposal will include Cloud environments as stated in the Bill of Materials (BOM), or Oracle Fusion Cloud ERP Applications. If additional environments are deemed required, these need to be priced separately.
- It will be the County's responsibility to extract the data from its current ERP system and other legacy systems and perform any data cleanup required in the current system before converting the data or following the data conversion in the Oracle Cloud Service. Data needed for conversion will be provided by County in the format specified by the IBM consulting team for the data element/s to be converted promptly per the agreed project schedule.
- County will verify converted data and be primarily responsible for conversion error recognition and resolution.
- County and IBM will determine the best method of interfacing data to and from the County legacy applications to support the County's Oracle solution. County will be responsible for developing programs required to extract the data from the legacy applications in the required format and any programs required to update the County legacy applications with data from the Oracle Cloud applications.
- IBM will provide data extracts from Oracle Cloud applications for the County to update the third-party systems integrations. County will be responsible for loading into third-party systems as per the individual third-party application needs.
- County will work with third-party vendors to facilitate data integration with Oracle Cloud and coordinate any interface design, development or testing activities with third parties.
- The data conversion scope is aligned with industry best practices, which recommend converting only those historical transactions needed to support normal, day-to-day operations in the new ERP System.
- Only Oracle seeded workflows will be supported by IBM, no custom workflows will be implemented by IBM.
- Data migration (lift & shift) from existing system to Oracle DB and migration to any other target system are not in scope. This can come into scope if the County decides to implement the optional activity for “Data Archival on FDI” as stated in section 3.16.4
- County will, if required, provide safe access, suitable office space, supplies, high-speed connectivity to the Internet, and other facilities needed by IBM personnel while working at County's location. The IBM project team

will be located in an area adjacent to County's project personnel, and all necessary security badges and clearance will be provided to IBM for access to this area.

- County staff shall be available to provide assistance as IBM reasonably requires and will give IBM reasonable access to County senior management, as well as any members of its staff to enable IBM to provide the Services. County will provide staff that have the appropriate skills and experience. If any of County staff fails to perform as required, the County will make suitable additional or alternative staff available.
- IBM will not be responsible for any loss, damage, delay, or deficiencies in the Services arising from inaccurate, incomplete, or otherwise deficient information or materials supplied by or on behalf of the County.
- County will have appropriate agreements in place with third parties whose work may affect IBM's ability to provide the Services. Unless specifically agreed to otherwise in writing, the County is responsible for the management and performance of the third parties, and for any third-party hardware, software or communications equipment used in connection with the Services.
- Pursuant to any applicable export compliance laws and regulations, the County confirms they will not provide or give access to source code or technology (e.g., specific technical information, including technical data, necessary for the development, design, production, or use of a product) that would restrict or otherwise prohibit IBM from using global resources to provide Services. County will notify IBM and obtain written agreement prior to providing or enabling any such access.

Pricing Assumptions

- The pricing and scope are limited to implementing the Oracle Cloud applications/modules included in this response. Any change in scope, schedule or Implementation of any additional modules/applications will require a change order and additional fees shall apply.
- Oracle Corporation will provide software maintenance and hosting as a part of the SaaS subscription costs.

7. Project Payment Schedule

The Services under the SOW herein have been developed using a fixed fee, milestone based schedule, whereby IBM will submit an invoice to the County upon Acceptance (as defined in section 6.3) of each Deliverable. The Project Payment Schedule attached hereto as Appendix 10 names the Deliverables per Phase, the respective charge and retention held. Both parties acknowledge that the County shall retain five percent (5%) of the charge for each Deliverable listed in Appendix 10 ("Retention"), to be withheld by County until Acceptance of the final Deliverable in each Phase listed in Appendix 10. Retention shall be released and paid to IBM within thirty (30) days from Acceptance of the last Deliverable under each Phase.

The fixed price is exclusive of any travel and living expenses incurred in connection with the Services, and any applicable taxes.

IBM will submit monthly invoices to County for actual travel and living costs, and per diem for meals not to exceed the total listed in Appendix 10. County will pay properly prepared invoices in accordance with Section 4.D. of the Agreement. The fixed price for this project is based on a contiguous work schedule. It does not account for schedule delays during the performance of the Services. Any County caused or required delay in the project schedule will be subject to Section 5.3 Rolling Estoppel procedure and the change order process as defined in **Appendix 4 - Project Change Control Process** and may result in an increase in charges and/or schedule. In such an event, IBM, at its option, may request to change the resources/skills assigned to the project.

Change Order Hourly Rate Table*	
Onshore Staff	$210.00
Offshore Staff	$ 70.00

*Subject to an annual price adjustment of 3%, starting February 1, 2027

7.1 Completion Criteria

IBM will have fulfilled its obligations under this SOW when any one of the following first occurs:

- IBM completes the IBM responsibilities under the Scope of Work and Scope of Services sections of this SOW including the Acceptance of all Deliverables, ; or
- The Services are terminated in accordance with the provisions of this SOW and the Agreement.

8. Additional Terms

8.1 Termination

Either party may terminate this SOW and County will pay for Services provided by IBM in accordance with Section 22 of the Agreement.

For fixed price charges associated with Deliverables or milestones that are partially prepared or completed, the charges will be determined by IBM based on (i) a prorated amount calculated as the total charges for the preparation or completion of such Deliverables or milestones as set forth in the SOW, multiplied by the percentage of the period designated in the SOW for the preparation or completion of such Deliverables or milestones that has expired as of the termination date, or (ii) time and materials charges calculated as the number of hours expended by IBM on the preparation or achievement of such Deliverables or milestones at IBM's then-standard rates for these hours. In no event, will charges associated with each incomplete Deliverable exceed the total amount of the current Deliverable in progress for each phase.

8.2 Open-Source Software (OSS)

IBM may provide, or the County may require certain OSS for some of the Deliverables provided under this SOW. OSS that IBM may install, update, access or otherwise use for the County under this SOW is distributed and licensed to the County by the non-IBM OSS distributors and/or respective copyright or other right holders under their terms and conditions. The County is the licensee of any OSS. IBM is not a licensee or licensor of such OSS, and performs the work described in this SOW on the County's behalf. Any OSS selected for work under this SOW will be listed in the software requirements documentation. OSS may have additional obligations, which IBM will communicate to the County if it applies to the Services under this SOW

8.3 IBM Tools

IBM will use IBM proprietary and third-party tools (the "Tools"), including artificial intelligence, during the Services to perform certain IBM responsibilities. The Tools and associated documentation: 1) are not provided or made available to The County under this SOW even if the County may view or have access to certain Tools and 2) remain the property of IBM or a third-party, as applicable. If any Tools are installed at the County's environment, the County is not authorized to use the Tools upon completion of the SOW. The County will remove the Tools upon completion of this SOW. The output of any generative artificial intelligence is not a Project Material and when IBM provides such output to the County, IBM does not claim ownership rights to the output.

To the extent the County uses and accesses the Tools, such use and access is subject to the terms applicable to such Tools and to the extent necessary to receive the Services described in the SOW.

8.4 Applicable Standards

The County is a Covered Entity pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and IBM will necessarily have access to the minimum necessary Protected Health Information as defined under HIPAA ("PHI") to perform the Services hereunder. The County shall ensure it has obtained all necessary consent from owners of PHI required for IBM to perform Services involving access to PHI under this SOW. Further, the County shall be solely responsible for implementing the necessary physical, administrative, and technical security safeguards related to systems, software, or applications ("Systems") owned, controlled, or configured by the County, and the County shall be solely responsible for any liability in connection therewith. The County shall not request IBM handle PHI in any way that would violate any individual's rights under applicable law. The Business Associate Addendum ("BAA") included in the Agreement as Exhibit C, applies to IBM's access to and/or processing of Client's PHI as applicable.

8.5 Client-Directed Suppliers

If the County explicitly requests that IBM use a specific subcontractor or supplier of products or Services for any portion of the Services described in this SOW, IBM will use such subcontractor or supplier contingent upon successful negotiations and execution of an acceptable procurement agreement, including pricing, with such subcontractor or supplier. Additionally, the use of such subcontractor or supplier will be subject to the change order process as defined in **Appendix 4 - Project Change Control Process** if such use could impact the project scope, schedule, cost, resources, or other terms of this SOW. IBM will have no obligation to perform an independent assessment, nor make any representation as to the qualifications or charging practices of such subcontractor or supplier.

8.6 Information Security and Data Protection

IBM's Data Processing Addendum (DPA) at http://ibm.com/dpa and the attached DPA Appendix 7 apply to IBM's processing of personal data on behalf of the County.

8.7 Section 508 – Electronic and Information Technology Standards

This section applies to any custom application including any Oracle Platform as a Service (PaaS) application software and equipment pursuant to this SOW. For any Software as a Service (SaaS) application, including Oracle Fusion Cloud products under this SOW, IBM shall configure the application(s), per the available functionality provided by the contractor supplying the SaaS application.

Installation, Configuration & Integration Services. If IBM provides installation, configuration or integration Services for equipment and for any custom application including any PaaS application software pursuant to this SOW, IBM shall not install, configure or integrate the equipment and software in a way that reduces the level of conformance with the applicable Revised 508 Standards.

Maintenance Upgrades & Replacements. If IBM installs, develops any custom application including any PaaS application, IBM shall ensure maintenance upgrades, substitutions, and replacements to such equipment and software pursuant to this SOW do not reduce the original level of conformance with the applicable Revised 508 Standards at the time of SOW award.

Service Personnel. IBM shall ensure the key personnel providing the labor hours with responsibility of design, development and deployment for any custom application, possess the knowledge, skills, and ability necessary to address the applicable Revised 508 Standards defined in this SOW and shall provide supporting documentation upon request.

Validation for ICT Items. IBM shall test and validate the Information and Communication Technology (ICT) solution of any custom application development for conformance to the Revised 508 Standards, in accordance with the required testing methods.

- For web and software built on Oracle PaaS, WCAG Level A and AA Conformance Test Results must be based on the Harmonized Testing Process for Section 508 Compliance: Baseline Tests for Software and Web Accessibility.
- For Microsoft Office and PDF documents, which are to be used by end users for daily operations of the application, WCAG Level A and AA Conformance test results must be based on the Harmonized Testing Guidance from the AED ACOP. Documentation produced for the core implementation is not expected to conform to these standards.
- For ICT Items that are not electronic content, which are to be used by end users for daily operations of the application, IBM shall validate conformance to the applicable Revised 508 Standards using a defined testing process. IBM must describe test process and provide the testing results to County.

Documentation. IBM shall maintain and retain full documentation of the measures taken to ensure compliance with the applicable requirements, including records of any testing or demonstrations conducted.

Conformance Reporting. Before Acceptance, IBM shall provide an Accessibility Conformance Report (ACR) for each custom application of an Information and Communication Technology (ICT) item that is developed, updated, or configured for the County, and when product substitutions are offered. The ACR should be based on the latest version of the Voluntary Product Accessibility Template (VPAT™) provided by the Industry Technology Industry Council (ITIC). To be considered for award, an ACR must be submitted for each ICT Item, and must be completed according to the instructions provided by ITIC.

Before Acceptance, when IBM is required to perform testing to validate conformance to the County's accessibility requirements, IBM shall provide a Supplemental Accessibility Conformance Report (SAR) that contains the following information:

- Accessibility test results based on the required test methods.
- Documentation of features provided to help achieve accessibility and usability for people with disabilities.
- Documentation of core functions that cannot be accessed by persons with disabilities.
- Documentation on how to configure and install the ICT item to support accessibility.
- When an ICT item is an authoring tool that generates content (including documents, reports, videos, multimedia productions, web content, etc.), provide information on how the ICT item enables the creation of accessible electronic content that conforms to the Revised 508 Standards, including the range of accessible user interface elements the tool can create. Any reports created for the County using Oracle provided tools like FRS, Smart View, OTBI, BIP or FDI will conform to the functionality and standards provided by Oracle to adhere to the Revised 508 standards.
- Before final Acceptance, IBM shall provide a fully working demonstration of the completed ICT Item i.e. any custom application developed to demonstrate conformance to the County's accessibility requirements. The demonstration shall expose where such conformance is and is not achieved. Before Acceptance, the County reserves the right to perform independent testing to validate that the ICT solution provided by IBM conforms to the applicable Revised 508 Standards.

Non-Compliance. Before final Acceptance of any Information and Communication Technology (ICT) item, including updates and replacements, if IBM claims its products or services satisfy the applicable Revised 508 Standards specified in the SOW, and the County determines that any furnished ICT item is not in compliance with such requirements, the County will promptly inform IBM in writing of the noncompliance. IBM shall, at no cost to the County, repair or replace

9. Approvals

This SOW and the Agreement (including all Exhibits and Appendices) are the complete agreement between the County and IBM regarding Services and replace any prior oral or written communications between both parties. Accordingly, entering into this SOW, neither party is relying upon any representation that is not specified in this SOW including without limitation, any representations concerning 1) estimated completion dates, levels of service, hours, or charges to provide any Service; 2) the experiences of other customers; or 3) results or savings the County may achieve.

Each party Accepts the terms of this SOW by signing this SOW (or another document that incorporates it by reference) by hand or, where recognized by law, electronically. Any reproduction of this SOW made by reliable means is considered an original. If there is a conflict between the terms of this SOW and the Agreement, the terms of the SOW will govern.

IBM agrees to provide the Services provided the County Accepts this SOW, without modification, by signing in the space provided below.

Agreed to:	Agreed to:
Snohomish County	IBM
By Teigen, Thomas Digitally signed by Teigen, Thomas Date: 2026.03.31 11:06:43 -07'00' Authorized signature	By Jennifer Parker Jennifer Parker (Mar 18, 2026 17:50:42 PDT) Authorized signature
Title: County Executive Director	Title: Partner, IBM Consulting
Name (type or print): Thomas Teigen	Name (type or print): Jennifer Parker
Date: March 31, 2026	Date: Mar 18, 2026

Client number:	Agreement name and date:
Enterprise number:	
County address: 3000 Rockefeller Avenue, M/S 709 Everett, WA 98201	IBM address: 1 North Castle Drive Armonk, NY 10504

Required Administrative Information

Please provide the following to facilitate invoice and payment of charges and promptly notify IBM of any changes.

Invoicing Address: *DIS.Admin@co.snohomish.wa.us*
Invoice Payment Contact Name: *DIS Administrative Services*
Invoice Payment Contact Email: *DIS.Admin@co.snohomish.wa.us*

Appendix 1 Interface Scope

Each item listed is a one-way interface which processes/produces one input/output file. This is an initial list of integrations for each phase of the project and will be refined by both parties by the end of Phase 0 and by mutual written agreement via the change control process as defined in **Appendix 4 - Project Change Control Process**.

Interfaces list in attached Excel file.

Appendix 2 Data Conversion Scope

Data Conversion scope is subject to mapping to available Oracle ERP cloud applications features/functionality and the County' ability to extract the data in the specified format and do the cleansing/transformation as per the project schedule.

Data conversion elements from legacy applications other than that listed in **Table 2 Conversion Scope**, is not recommended for conversion. Any historical data in legacy not converted to the new system can be made available for inquiry and reporting only by maintaining the current legacy environment in a read-only mode with no maintenance and support.

Table 8 Conversion Scope

#	Entity	Conversion Object	Source Application	Destination Module	Conversion Scope	Additional Comments
1	**Work Force Structures**	Location	Highline	Oracle HR	Current Active	
2		Organization	Highline	Oracle HR	Current Active	
3		Organization Classification	Highline	Oracle HR	Current Active	
4		Grade	Highline	Oracle HR	Current Active	
5		Grade Steps	Highline	Oracle HR	Current Active	
6		Grade Rate	Highline	Oracle HR	Current Active	
7		Grade Rate Values	Highline	Oracle HR	Current Active	
8		Grade Ladder	Highline	Oracle HR	Current Active	
9		Grades In Ladder	Highline	Oracle HR	Current Active	
10		Step Rate	Highline	Oracle HR	Current Active	
11		Step Rate Value	Highline	Oracle HR	Current Active	
12		Job Family	Highline	Oracle HR	Current Active	

#	Entity	Conversion Object	Source Application	Destination Module	Conversion Scope	Additional Comments
13		Job	Highline	Oracle HR	Current Active	
14		Job Valid Grade	Highline	Oracle HR	Current Active	
15		Job Legislative Extra Information	Highline	Oracle HR	Current Active	
16		Job Extra Information	Highline	Oracle HR	Current Active	
17		Job Evaluation	Highline	Oracle HR	Current Active	
18		Position	Highline	Oracle HR	Current Active	
19		Position Valid Grade	Highline	Oracle HR	Current Active	
20	**Employee Data**	Worker	Highline	Oracle HR	Current Active, Retiree & COBRA	
21		Person Address	Highline	Oracle HR	Current Active, Retiree & COBRA	
22		Person Name	Highline	Oracle HR	Current Active, Retiree & COBRA	
23		Person Email	Highline	Oracle HR	Current Active, Retiree & COBRA	
24		Person National Identifier	Highline	Oracle HR	Current Active, Retiree & COBRA	
25		Person Ethnicity	Highline	Oracle HR	Current Active, Retiree & COBRA	
26		Person Phone	Highline	Oracle HR	Current Active, Retiree & COBRA	

#	Entity	Conversion Object	Source Application	Destination Module	Conversion Scope	Additional Comments
27		Person Legislative Data	Highline	Oracle HR	Current Active, Retiree & COBRA	
28		Person Extra Information	Highline	Oracle HR	Current Active	(Any additional EIT conversion needs to be considered)
29		Person Visa	Highline	Oracle HR	Current Active	
30		Person Image	Highline	Oracle HR	Current Active	
31		External Identifier	Highline	Oracle HR	Current Active, Retiree & COBRA	
32		Person Citizenship	Highline	Oracle HR	Current Active	
33		Person Delivery Method	Highline	Oracle HR	Current Active	
34		Person Drivers License	Highline	Oracle HR	Current Active	
35		Person Passport	Highline	Oracle HR	Current Active	
36		Person Religion	Highline	Oracle HR	Current Active	
37		Work Relationship	Highline	Oracle HR	Current Active, Retiree & COBRA	
38	**Assignments**	Assignment	Highline	Oracle HR	Current Active, Retiree & COBRA	**For Active Employees:** Hire Row and top of the stack data row (includes multiple assignments). If an employee is terminated and rehired then Initial Hire row, terminated row, Rehire row and top of the stack. Hire row will have basic employee information

#	Entity	Conversion Object	Source Application	Destination Module	Conversion Scope	Additional Comments
						For Retirees: Terminated EE row and Hire row with basic employee information like employee ID. Non worker conversion data row is to administer Benefits for Retiree (only basic Retiree information required from Benefits eligibility perspective will be converted by IBM)
39		Assignment Supervisor	Highline	Oracle HR	Current Active	
40		Assignment Work Measure	Highline	Oracle HR	Current Active	
41		Assignment Grade Steps	Highline	Oracle HR	Current Active	
42	**Compensation**	Salary	Highline	Oracle HR/Comp	Current Active	
43	**Contacts**	Person Contact	Highline	Oracle Benefits	Current Active, Retiree & COBRA	
44		Contact Name	Highline	Oracle Benefits	Current Active, Retiree & COBRA	
45		Contact Legislative Data	Highline	Oracle Benefits	Current Active, Retiree & COBRA	
46		Contact Address	Highline	Oracle Benefits	Current Active, Retiree & COBRA	
47		Contact Phone	Highline	Oracle Benefits	Current Active, Retiree & COBRA	
48		Contact Email	Highline	Oracle Benefits	Current Active,	

#	Entity	Conversion Object	Source Application	Destination Module	Conversion Scope	Additional Comments
					Retiree & COBRA	
49		Contact National Identifier	Highline	Oracle Benefits	Current Active, Retiree & COBRA	
50		Contacts Relationship	Highline	Oracle Benefits	Current Active, Retiree & COBRA	
51	**Benefit Enrollments**	Participant Enrollment	Highline	Oracle Benefits	Current Active, Retiree & COBRA	No historical Conversions, only top of the stack enrollment information.
52		Dependent Enrollment	Highline	Oracle Benefits	Current Active, Retiree & COBRA	
53		Designate Dependent	Highline	Oracle Benefits	Current Active, Retiree & COBRA	
54		Beneficiary Enrollment	Highline	Oracle Benefits	Current Active, Retiree & COBRA	
55		Designate Beneficiary	Highline	Oracle Benefits	Current Active	
56		Person Habits	Highline	Oracle Benefits	Current Active	
57		Benefit Groups	Highline	Oracle Benefits	Current Active	
58	**Banking information (ACH)**	Bank	Highline	Oracle Payroll	Current Active	
59		Bank Branch	Highline	Oracle Payroll	Current Active	
60		External Bank Account	Highline	Oracle Payroll	Current Active	
61		External Bank Owner	Highline	Oracle Payroll	Current Active	
62		Personal Payment Method	Highline	Oracle Payroll	Current Active	

#	Entity	Conversion Object	Source Application	Destination Module	Conversion Scope	Additional Comments
63	**Taxes**	Federal Components Details	Highline	Oracle Payroll	Current Active	
64		Other State Tax withholding	Highline	Oracle Payroll	Current Active	
65	**Payroll Relationship**	Assigned Payroll	Highline	Oracle Payroll	Current Active	Current Active For Retirees IBM would need a dummy Payroll just from Benefits enrollments perspective. In case of terminated employees correct payroll would be needed for those terminated employees whose final payment/settlement is still under progress
66		Payroll Associations	Highline		Current Active	
67	**Recurring Earnings and Deductions**	Element Entry and Values	Highline	Oracle Payroll	Current Active elections	
68		Calculation Cards and Components	Highline	Oracle Payroll	Current Active elections	
69	**Involuntary Deductions**	Third Party Organization	Highline	Oracle Payroll	Current Active elections	
70		Address Third Party	Highline	Oracle Payroll	Current Active elections	
71		Third Party Payment Method	Highline	Oracle Payroll	Current Active elections	
72		Third Party Pers Payment Method	Highline	Oracle Payroll	Current Active elections	
73		Alimony	Highline	Oracle Payroll	Current Active elections	

#	Entity	Conversion Object	Source Application	Destination Module	Conversion Scope	Additional Comments
74		Child Support	Highline	Oracle Payroll	Current Active elections	
75		Bankruptcy	Highline	Oracle Payroll	Current Active elections	
76		Spousal Support	Highline	Oracle Payroll	Current Active elections	
77		Creditor Debt	Highline	Oracle Payroll	Current Active elections	
78		DCIA	Highline	Oracle Payroll	Current Active elections	
79		Educational Loan	Highline	Oracle Payroll	Current Active elections	
80		Garnishment	Highline	Oracle Payroll	Current Active elections	
81		Tax Levy (Federal)	Highline	Oracle Payroll	Current Active elections	
82		Tax Levy Regional	Highline	Oracle Payroll	Current Active elections	
83	**Payroll**	Payroll Balances	Highline	Oracle Payroll	Descoped, Calendar Year Go-Live Not Needed	If going live on Jan-1-XXXX then no payroll balances required. Any other Go Live date Payroll balances need to be converted
84		Payroll Costing (Department, Job and Position, Assignments)	Highline	Oracle Payroll	Current Active	
85		Payroll Costing - Elements	Highline	Oracle Payroll	Current Active	
86	**Absence**	Absence Accrual	Highline	Oracle Payroll	Current Accrual Balance to be	

#	Entity	Conversion Object	Source Application	Destination Module	Conversion Scope	Additional Comments
					carried forward to new calendar year	
87		Absence Entry	Highline	Oracle Payroll	Current Accrual Balance to be carried forward to new calendar year	
88	**Employee Data**	Talent Profile	Highline	Oracle Learn	Current Active - Certifications Current Active - Licenses	
89	**Recruitment**	ORC-Candidate	Highline/ NeoGov	Oracle Recruitment	Current Active	
90		ORC-Candidate Email	Highline/ NeoGov	Oracle Recruitment	Current Active	
91		ORC-Candidate Name	Highline/ NeoGov	Oracle Recruitment	Current Active	
92		ORC-Candidate Phone	Highline/ NeoGov	Oracle Recruitment	Current Active	
93		ORC-Candidate Address	Highline/ NeoGov	Oracle Recruitment	Current Active	
94		ORC-Attachment	Highline/ NeoGov	Oracle Recruitment	Current Active	
95		ORC-Credentials	Highline/ NeoGov	Oracle Recruitment	Current Active	
96		ORC-Education	Highline/ NeoGov	Oracle Recruitment	Current Active	
97		ORC-Work Experience	Highline/ NeoGov	Oracle Recruitment	Current Active	
98		ORC-Job Requisition	Highline/ NeoGov	Oracle Recruitment	Current Active	
99		ORC-Hiring Team (Collaborator)	Highline/ NeoGov	Oracle Recruitment	Current Active	

#	Entity	Conversion Object	Source Application	Destination Module	Conversion Scope	Additional Comments
100		ORC-Posting Details	Highline/ NeoGov	Oracle Recruitment	Current Active	
101		ORC-Screening Services	Highline/ NeoGov	Oracle Recruitment	Current Active	
102		ORC-Job Application	Highline/ NeoGov	Oracle Recruitment	Current Active	
103		ORC-Job Appl - Candidate Per. Info	Highline/ NeoGov	Oracle Recruitment	Current Active	
104		Open Job Requisitions	Highline/ NeoGov	Oracle Recruitment	Open Active Job Requisitions	
105		Talent Profile	Highline/ NeoGov	Oracle Recruitment	Open Active Job Applicants	
106	**General Ledger**	Chart of accounts	Cayenta	General ledger	Active Chart of Accounts Values and Descriptions	Mapping from Legacy to new COA Segment Values (County responsibility)
107	**AP**	Vendors	Cayenta	AP	Active Vendors (Vendors with transactions in the last three years)	Data cleansing if any needs to happen in legacy system (County responsibility)
108		Invoices	Cayenta	AP	Open Invoices with outstanding balance (Open portion only)	Recommend that the County consider paying it off in legacy system
109	**Receivables**	Customers	Cayenta	Receivables	Active Customers (Customers with transactions in the last three years)	Data cleansing if any needs to happen in legacy system (County responsibility)
110		AR Invoices	Cayenta	Receivables	Open AR Invoice Balance (Open portion only)	Open portion of Invoices only
111	**Procurement**	Purchase orders	Cayenta	Procurement	Outstanding open portion	Open Purchase Orders (Open portion only, details of

#	Entity	Conversion Object	Source Application	Destination Module	Conversion Scope	Additional Comments
					of purchase orders	completed receiving, invoicing and previous payment activities will not be associated) Recommend that the County considers to close POs unused for an extended period, preferably more than a year.
112		Blanket Purchase Agreements	Cayenta	Procurement	Active blanket purchase agreements	
113		Contract Purchase Agreements	Cayenta	Procurement	Active contract purchase agreements	
114		Purchasing Categories	Cayenta	Procurement	Purchasing categories used for purchasing activities	
115	**Inventory**	Inventory Items and Descriptive Information	Cayenta	Inventory	Active Items with activity in last 2 years	
116		Inventory Item Balances	Cayenta	Inventory	Active Items with activity in last 2 years	
117	**Fixed Assets**	Fixed Asset Balances	Cayenta	Fixed Assets	Fixed Asset Balances. Active asset balances including those that are fully depreciated but not disposed	Includes Asset Cost and Accumulated Depreciation
118	**General Ledger**	GL Balances	Cayenta	General ledger	Monthly summary of past 2 years and current fiscal year Journals (if a mid-year go live)	Fiscal-Year Journals

#	Entity	Conversion Object	Source Application	Destination Module	Conversion Scope	Additional Comments
119		Approved Budgets	Cayenta	General Ledger	Prior two years approved budget and current year budget balances	For budgetary control and supporting next years budget preparation activities in EPM
120	**Projects and Grants**	Active Project/Grant Reference Data	Cayenta	Project Financials and Grants	Active Projects and Grants Numbers and Descriptive Information	
121		Active Project/Grant Balances at point of conversions	Cayenta	Project Financials and Grants	Accumulated Project/Grant Balances at point of conversion	Active Projects and Grants
122	**Budget**	2 Prior Years approved budgets	Cayenta	EPM	Account and Position Summary of 2 prior year approved budgets	

Appendix 3 Deliverable Acceptance Certificate

EDM
Enterprise Domain Model

EDM.910 – Acceptance Certificate

<Client Name>

Del #	Deliverable Description	Date Deliverable Completed
DEL	< SOW Deliverable description >	

Deliverable Acceptance conditions: (Provide any details needed to support Acceptance)

Approved By

Date	Name	Role	Signature

Appendix 4 Project Change Control Process

County Responsibility:

The County shall own and administer the project Change Control Board (CCB) process, including establishment of thresholds, approval authorities, and impact assessment standards that will be followed by the ERP Project team and approval bodies. The County shall coordinate the CCB, maintain the master CCB log that houses escalations to the ERP Project team, and will partner with IBM to ensure consistent application of the process across all program workstreams.

IBM Responsibility:

IBM shall initiate Project Change Request (PCR) process as necessary to address scope adjustments, design or configuration modifications, or schedule impacts within its contracted scope. IBM shall provide full documentation of proposed changes, including justification, impact analysis, and cost/schedule implications, for County review and approval through the CCB.

Change Control Process:

Any change in scope of the project as described in the SOW or changes that would affect the scope, timeline, resources, or cost shall be processed using this PCR process, including:

- Custom components like interfaces, custom reports etc. amendments
- Additional reporting
- Other changes

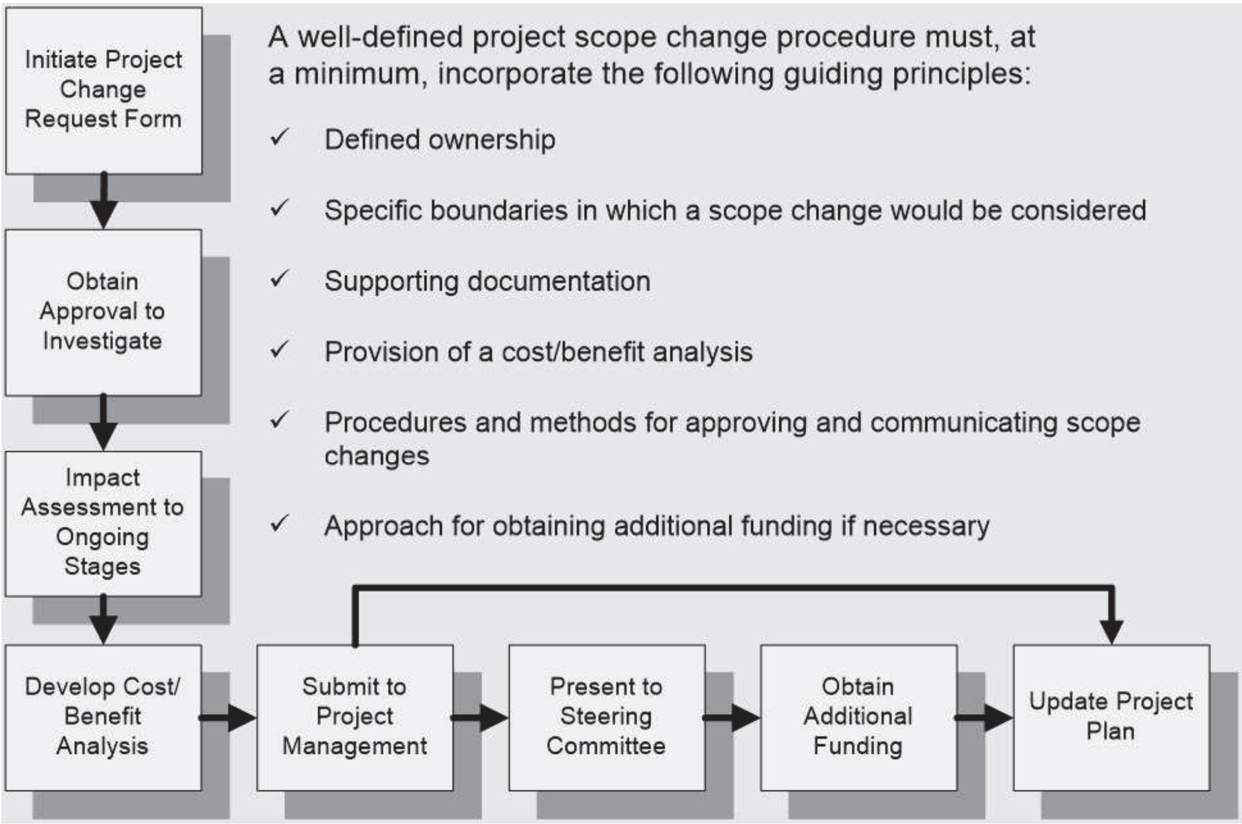
For each customization and extension that gets approved, the following will be provided to the County by IBM:

- Functional design
- Technical design
- Test scripts

The PCR initiated by IBM will contain a description of the desired change, the business reason for the change, alternatives to the desired change, and estimates of resources, time, and/or cost to incorporate the change as well as any other pertinent information. Once submitted to the County project management team, the County will own the decision-making process and determination of the appropriate County personnel that need to be engaged.

The framework for the Change Control Process is illustrated in the following diagram.

Figure 3 Change Control Process



- A PCR will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project. It should also include the scope of the change, a description of the activities to be completed as part of the PCR, an outline of the responsibilities of both parties involved and the estimated level of effort (and cost) to complete.
- the County Project Manager, with approval from the Executive Steering Committee, shall be authorized on behalf of the County to approve PCRs.
- If a PCR has a significant impact on budget or schedule, it will be presented by the County Project Manager to the Executive Steering Committee for approval. The Executive Steering Committee will determine whether the benefits of the proposed change merit the investment, and whether they are willing to provide additional funding. Resolution (Acceptance or rejection) of the PCR will be documented by County on the PCR in the resolution section. County will determine whether a formal amendment to the Agreement needs to be executed in accordance with County Code. If such amendment is required, County will provide the draft amendment with associated PCR(s) to IBM for review and agreement before finalizing.

- If approved, a written PCR will be signed by both IBM Project Manager and the County' Project Manager to authorize implementation of the requested change.
- Approved PCRs shall be incorporated into the project budget, the project change control log, and the project work plan and assigned to the appropriate resources.
- Upon receiving an approved PCR, IBM shall promptly commence performing the Services described in the PCR.

The change control form template is attached below.

* The specific parameters that define a "significant impact on budget or schedule" will be documented by both parties in the change control strategy section of the Project Management Plan Deliverable.

Figure 4 Sample Project Change Request

Project Change Request Form

Enterprise Resource Planning System and Implementation

<Change Request Number>

For Snohomish County, WA

Submitted: MM/DD/YYYY

Version Control

Date	Version	Author	Description of Change
	001		Initial Draft
	002		

Key Terms

The table below defines commonly used terms, abbreviations, or acronyms in this document.

Term	Definition
PCR	Project Change Request
Change Request	A formal document requesting a change in the originally defined scope of work as outlined in an SOW, which identifies changes in scope, timeline, and/or budget and requires written approval from both parties. This document, if approved, serves as an extension of the SOW to document the approval to proceed with the change in scope work efforts.

Change Request Details

	Select ONLY one (1):	IBM Internal Change Request ☐ Client Facing Change Request ☐	
Client:	Snohomish County	**Project Name:**	Enterprise Resource Planning System and Implementation
Date Requested:		**Change Request ID #:**	
Requestor:		**Priority:**	
Target Release:		**Module(s) / Area:**	
Description of Change:			
Reason / Justification for Change:			
Impact if Change is NOT implemented:			
Potential Alternative Solution(s):			
Recommended Solution:			

Cost & Schedule Impact Details

Cost Impacts		
Category	**Amount**	**Notes (if applicable / required)**
Resource Costs:		
Travel Costs:		
Other Costs:		
Discounts:		
Total Change Request Costs:		

Schedule Impacts			
Schedule Impact(s): (specify days vs hrs.)		**Analysis Completed by:**	< Insert PM Name and/or resources contributing to the Analysis to produce the Change Request >

Approvals				
Organization	**Name**	**Title**	**Sig / eSig**	**Date**

Appendix 5 – Enterprise Domain Model (EDM) Methodology

IBM's proven Enterprise Domain Model (EDM) Methodology will serve as the roadmap for the development of Client Oracle Cloud solution. Incorporating lessons learned from nearly three (3) decades of successful business transformation projects, EDM is cloud-specific implementation methodology that is nimble, yet comprehensive, incorporates Oracle Modern Best Practice, takes advantage of multiple "sprints" or system prototypes, and focuses on super user training and self-sufficiency.

EDM is a hybrid agile-based approach that allows IBM to deliver changes fast, review often and improve iteratively to deliver an excellent product to you. EDM incorporates the iterative configure and test approach of agile yet spreads the solution components across multiple modeling cycles (sprints) so that the system solution process is spread across multiple iterations and is made easier to manage; thereby increasing the project team's chance of success.

The IBM team will also use IBM's Center of Excellence (CoE) collection of pre-built tools and templates to help jumpstart County's journey to cloud-based solution. The tools include:

- Project Management Platform
- Rapid4Cloud Configuration Migration Automation Tool
- Transcend™ Data Conversion Accelerator
- ConfigSnapshot
- IBM Center of Excellence tools, accelerators, report templates, and industry solutions
- PractiTest
- IBM Training Videos, Quick Reference & Business Process Guides

The following is an overview of the activities and entry/exit criteria for each of the stages of the EDM Methodology.

Stage 1 - Initiate

The goal of the Initiate Stage is to mobilize the project team and complete project start activities. This Stage lays the groundwork for execution of all remaining Stages. Client and IBM Project Managers will work together to define and establish project governance, reflected in the Project Management Plan, as well as build an achievable high-level Project Schedule. Additionally, this Stage provides time to engage both Client and IBM resources and complete onboarding of the project team. This Stage culminates in the Project Kickoff.

Stage Entry Criteria

Entry Criteria	Entry Criteria
Confirm project team	Identify IBM and Client resources to support implementation. Assigned resources are confirmed to have required availability by resource plan.
Confirm project start date	Project/Program Manager work with the Client Project Sponsor to confirm Initiate Stage readiness and project start date has been established/determine project start date.
Signed Statement of Work	Signed SOW by both IBM and Client or written approval by both IBM and Client to begin work.
Confirm client training complete	Project Manager to confirm applicable Client resources have completed Oracle pre-implementation training.

Stage Key Activities

The Initiate Stage is primarily comprised of project management activities to establish the framework and governance for project execution. Some activities outlined below may require technical and functional inputs or support.

Change Management and Training Activities

In the early stages of the project, IBM will expertly co-identify and co-engage stakeholders, carefully create a comprehensive project vision, and develop compelling statements highlighting the benefits of the project. The IBM change team will work closely with the County's project sponsors and for a well-coordinated effort. As the project progresses, the plan will provide detailed information about these crucial activities.

Track	Key Activity / Task	Description	IBM Resource(s)	Client Resource(s)
Project Management	Establish Client project delivery team	Identify and staff functional and technical project team members and departmental Subject Matter Experts (SMEs) and assign them to the project as per the agreed upon staff participation levels.	NA	Project Management
	Establish Project Management Office (PMO)	IBM and Client Project Managers will identify the personnel and roles that will staff the PMO and will identify the functions, tools, and techniques that will be utilized by both parties to manage the project.	Project Management	Project Management
	Establish ProjectFIT™ and confirm access	Establish a project management system for document repository and RAID management. Enable the use of ProjectFIT and confirm access for both IBM and Client resources.	Project Management	Project Management
	Establish Project Governance/Conduct PMO Planning Workshop	Meet with project management and executive level personnel to develop project governance approach (PMO Planning Workshop). Workshop topics to include: Project structure: IBM and Client Project Manager will identify the personnel, roles and responsibilities that will staff the PMO as well as identify and staff functional and technical project team members and departmental SMEs (subject matter experts), determine any gaps. Governance: scope management, communication strategy, quality management plan, knowledge transfer strategy and issue management, ongoing meeting cadence, etc. Additionally, will confirm tool/template use and/or modifications required to manage the project. This activity culminates in documentation of the Project Management Plan.	Project Management, Executive Sponsors	Project Management, Executive Steering Committee, Executive Sponsors
	Establish High Level Project Schedule	Gain project management and executive level approval of high-level timeline to serve as input to MS Project schedule that presents project activities, and duration estimates for the specific phase/stage.	Project Management, Executive Sponsors	Project Management, Executive Sponsors
	Complete Mobilization Activities	Complete/execute all activities as defined in the project mobilization checklist.	Project Management	Project Management
	Conduct Phase/Project Kickoff	Prepare project kick-off presentation materials and execute event with Client and IBM teams in attendance. Project Kickoff provides an overview of:	Project Management, Executive Sponsors	Project Management, Executive Steering

Track	Key Activity / Task	Description	IBM Resource(s)	Client Resource(s)
		▪ Project scope ▪ Project schedule ▪ Role and responsibilities		Committee, Executive Sponsors
	Consolidated Discovery Workshop Schedule	Review consolidated functional and technical discovery schedule with Client and align on schedule/session duration, required attendees, and any pre/post work.	Project Management	Project Management
	Oversee project activities and perform project management functions	Manage project scope, communications, schedule, budget, issues, resources, quality.	Project Management, Executive Sponsors	Project Management, Executive Sponsors
Technical	Environment Provisioning	Coordinate with Oracle to provision ERP environments required.	Technical Lead	
	Instance Management Plan	The Instance Management Plan is drafted based on the initial project schedule and reviewed/ maintained for the duration of the project.	Technical Lead	Technical Lead, Functional Leads, Project Management
Change Management	Project Vision Session	Collaborate on the business case details and articulate the benefits of implementation. This valuable insight is a crucial input to establish guiding principles, ensuring a strategic and informed change approach.	Change Management Lead	Change Management Lead, Project Management, Executive Sponsors
	Client Project Team Enablement	Conduct session to discuss: How to get clients engaged and educated on the project, Oracle, SaaS (fit to standard, quarterly updates, Tech refreshes), IBM methodology (ProjectFIT, what is sprint, etc.) Clarity on resource project roles and who can make a decision How IBM and County execute delivery and supporting material ex. ppt, Oracle classes, in person sessions, etc. How do IBM and County measure if the team is completing the training Establish communication approach and how to communicate and how to raise issues from the project team to leadership, etc.	Change Management Lead	Change Management Lead, Project Management, Executive Sponsors
	Identify Key Stakeholders	Collaborate on interviews with project sponsors and key stakeholders to identify key stakeholders and draft a stakeholder heat map based on influencers and likely impacts.	Change Management Lead	
	Client Project Team Assessment	Interview each team member grading them on knowledge of Client, tech savvy, willingness to change, time commitment to project, backfill identified, knowledge of project scope and goals, authority to make	Change Management Lead	

Track	Key Activity / Task	Description	IBM Resource(s)	Client Resource(s)
		decisions (where they are in the Org chart), etc. Once concerns are identified how Client sponsors will address gaps identified.		
	Initiate Change Management and Communication Strategy	Co-create a change strategy and plan alongside the Client's change management lead to foster a dynamic and effective change strategy	Change Management Lead	
Testing CoE	PractiTest Set Up	Create project in PractiTest and integrate with Jira	Testing COE Lead	
	Testing Methodology Overview and Demo	Prepare material for testing methodology and demo session and conduct session with Client.	Testing COE Lead (owns) Project Manager (supports)	

Stage Exit Criteria

Exit Criteria	Description
Mobilization and Project Governance Established	Activities outlined in the mobilization checklist have been completed and documented.
Client Project Team Assessment	Complete interviews and grade assessments of Client team members. Any gaps or concerns identified are resolved with Client sponsors.
Project Kickoff Complete	Phase kickoff executed with the IBM and Client teams.
Consolidated Discovery Workshop Schedule	Project Manager has consolidated module inputs into comprehensive schedule and reviewed with the Client and obtained Client approval.
Approved Client Deliverables/ Milestones	Initiate Stage Deliverables/milestones tied to payments have been completed, Accepted and invoiced: ▪ Project Mobilization ▪ Project Management Plan (Charter) ▪ Project Kickoff
Stage Gate Review Complete	All activities, artifacts and Deliverables outlined are documented and completed prior to moving forward with the Define Stage.

Stage 2 - Define

The purpose of the Define Stage is to share and follow Industry best practice in order to educate Client, specify and document requirements, establish functional and technical strategies and confirm scope. Functional and technical teams conduct discovery workshops to identify business and process requirements which correlate to system design and configurations. In the Define Stage, IBM will document an agreed upon technical strategy and functional requirements. An overarching objective is to align with Client so there are no gaps between requirements and the SOW which may impact configuration and development in the Model Stage.

Stage Entry Criteria

Entry Criteria	Description
Identified Resource Gaps Resolved	If any resource gaps had been identified as part of the Initiate Stage, they have been resolved (appropriate resource has been assigned or mitigation plan agreed to by both IBM and Client). Confirm all Client SMEs have been identified by module.
Schedule Confirmed	Client has reviewed confirmed/agreed to high level program schedule.
Discovery Workshop Sessions Scheduled	Consolidated Discovery Workshop Schedule has been reviewed with Client and approved. All functional and technical discovery sessions defined are scheduled.
Environment Provisioning	Number of environments for use during implementation is confirmed along with licensing. Corresponding environments have been provisioned by Oracle with Client assistance.

Key Activities

Track	Key Task/Activity	Description	IBM Resources
Project Management	Formalize Project Schedule	Prepare detailed project schedule (MS Project) once timeline and resources are confirmed with Client. Project schedule incorporates any Client specific black out periods within the overall timeline.	Project Manager Associate Project Manager
	Draft Sprint Plan	Consolidate Sprint session schedule across modules and populate session agendas with inputs from functional leads.	Project Manager Associate Project Manager
	Oversee project activities and perform project management functions	Manage project scope, communications, schedule, budget, issues, resources, quality.	Project Manager Associate Project Manager
Functional	Prepare Discovery Session Materials	Review presentation materials ahead of session and make Client/Scope updates/modifications as needed. Confirm the corresponding environment is ready to support topics.	Functional Lead (owns) Functional Consultant (support)
	Conduct Application Overview Workshops	Application module based system overview will be provided by IBM to Client staff using IBM's K-12 demonstration environment. The emphasis will be on demonstrating the core business processes to Client personnel.	Functional Lead (owns) Functional Consultant (support)

Track	Key Task/Activity	Description	IBM Resources
			Change Management Lead (support)
	Conduct Discovery Workshop Sessions	Review of application topics and business processes that yield design and configuration decisions.	Functional Lead Functional Consultant Change Management Lead (support)
	Identify Business Process Flows for the Design Sprints	Review the Oracle standard process flows and map them to Client business requirements. Establish preliminary business process flows for Design Sprint sessions.	Functional Lead Functional Consultant
	Define and Document Security Strategy	Define security approach and scope. Validate roles and potential custom roles required with Client.	Integration Tech Lead
Technical	Prepare RICE Tracker	Following the project kickoff, populate RICE tracker for technical objects in scope.	Technical Lead
	Define and Document Integration Strategy	Define Integration approach, scope, and plan for development. Validate list of inbound and outbound integrations and touch points to/from legacy system and Oracle. Strategy should include an Interface Architecture Diagram.	Integration Tech Lead
	Define and Document Conversion Strategy	Define data conversion plan, scope and strategy and define conversion entities: Review data extract approach Review conversion reconciliation strategy Draft data conversion plan and review with Client	Conversion Tech Lead
	Define and Document Reporting Strategy	Define reporting needs (custom vs. delivered), scope, and plan for development. Review custom report needs and align on any scope changes with PMO.	Tech Lead
	Scope/Object Validation	Review and validate technical scope with Client. Confirm accessibility and quality of data for all objects in scope to provide input into Conversion Strategy. Confirm integration requirements with functional team and Client. Confirm report requirements with functional team and Client.	Technical Leads (owns) Functional Leads (support) Project Manager (support)

Track	Key Task/Activity	Description	IBM Resources
		Revise the RICE tracker if needed and communicate any scope adjustments that result in a Project Change Request to Project Manager.	
	Conduct Technical Design Sessions	Conduct technical strategy sessions and design workshops as outlined in consolidated discovery workshop schedule. Design workshops to review design documents, requirements, data mapping, validate objects etc. ▪ Integrations ▪ Conversions ▪ Reports, security, workflow	Tech Lead (owns) Functional Lead (support)
	Prepare Technical Design Documents	Technical leads prepare templates for reporting, conversion, and integration design. Functional leads populate documents with requirements to review with Client. Functional leads and PM attain Client approval in advance of development.	Tech Leads (owns) Functional Leads (support) Project Manager (support)
Change Management	Conduct Stakeholder Interviews	Gather insights, perspectives, concerns, and expectations from various stakeholders to better understand their needs and assess the potential impact of the proposed changes. These interviews provide valuable information about shape change, communication and training strategies.	Change Management Lead (owns) Project Manager (support)
	Document Change Management Strategy & Plan	Work with Client change lead to establish an overview of organizational change management strategy including approach, communication strategy, sponsorship roadmap, roles, and responsibilities. Coordinate with Client to review strategy and obtain Acceptance.	Change Management Lead (owns) Project Manager (support)
	Training Strategy	Strategy outlining the goals, approach, methods, resources (including a sample of the training materials) for training during implementation.	Training Lead (owns) Project Manager (support)
	Change Management Coordination	Work with the change lead to establish the organizational change management strategy. Coordinate with Client management to review strategy and their Acceptance of the approach. Coordinate with Client departments to review unique aspects of their change management challenges. Capture significant change impacts.	Change Management Lead (owns) Project Manager (support) Functional Leads (support)

Track	Key Task/Activity	Description	IBM Resources
		Help define criteria for Change Agents from the departments. Assist with identifying available communication tools. Assist with defining roles and responsibilities.	
	Initiate Training Needs Analysis	Start to evaluate organization needs for education to meet the expected changes coming with the new system. (Consideration of logistical support, calendars, etc.)	Training Lead (owns) Change Management Lead (support)
	Propose Training Success Criteria	Start the discussion with Client to define a method of measuring training success and remediation steps to take if necessary. (Success criteria included in Training Strategy)	Change Management Lead Training Lead
	Initiate Continuous Knowledge Transfer Program	Work with change and training lead to define various modes of education and knowledge transfer and topics proposed by IBM. Define roles and responsibilities for user registration and tracking.	PM/APM (owns) Function and Technical Leads (support) Change Management Lead (support)
Testing COE	Test Strategy	Prepare test strategy documentation and review with project manager. Once approved by PM, to be reviewed with Client.	Testing COE Lead (owns) Project Manager (support)

Stage Exit Criteria

Exit Criteria	Description
Discovery Sessions Complete	All discovery sessions are complete, including any ad hoc sessions that may have been required for further design discussion. Corresponding session notes and action/decisions have been documented.
RTM/DILO Definition	Initial Client requirements and business processes (DILOs) are documented and aligned. Document is populated by IBM and reviewed/approved by the Client.
Security Roles	IBM will be responsible for providing a Security Strategy document, as set forth in the MS Project Schedule, that defines an overview of Oracle Fusion security role definitions and the security approach and scope for this project. IBM will provide overview on Oracle Fusion security role capabilities. County will provide the details of users and their required security roles and/or responsibilities on the security matrix. Application security will be tested by both parties during, SIT, and UAT.

Exit Criteria	Description
	County will maintain the Oracle Fusion application security matrix during the implementation
Scope Refined (if applicable)	New or changed requirements are identified which impact scope. These are documented and reviewed by Client and result in a formal Project Change Request. Project Change Request has been approved by Client.
Third Party Integration Planning	If there are third party integrations in scope, they must be planned for in the Define Stage. Planning includes: identification of 3rd party extract or import, specification documentation, Client approval of specification documentation, development resource assigned, Client POC identified/confirmed, development timeline confirmed against project schedule and confirmed timing expectations with Client.
Sprint Plan/Schedule Complete	Sprint 1 plan completed, Sprint 1 and Sprint 2 are scheduled and Sprint Kickoff Presentation ready.
Approved Client Deliverables/Milestones	Define Stage Deliverables tied to milestone payments have been completed, Accepted, and invoiced: ▪ Project Schedule ▪ Change Management Plan ▪ Data Conversion Strategy ▪ Integration Strategy ▪ Reporting Strategy ▪ Security Strategy ▪ Discovery Sessions
Project Schedule	Detailed MS Project schedule documented for ongoing schedule and progress tracking.
RICE Tracker	All objects identified have been documented in a comprehensive inventory with corresponding development plan. Scope impacts have been reviewed with Client. Client to review and approve inventory.
Stage Gate Review	All activities, artifacts and Deliverables outlined are documented and completed prior to moving forward with the Model Stage.

Stage 3 - Model

The goal of the Model Stage is to validate the system design and configuration to meet Client' business process needs. Business process flows identified in the Design Stage align to DILOs (Day in the life scenarios). The DILO document connects requirements provided by Client via RFP in a format similar to a Requirement Traceability Matrix but correlates the requirements to business processes.

Functional and technical activities support solution design which meets the Client's business process flows as identified in the Design Stage. IBM staff will lead the design tasks with participation of the Client's project management, project leads, and departmental subject matter experts (SMEs). The project team will follow an application-based process design approach. Additionally, the data conversion and integration requirements with existing legacy/third party systems will also be reviewed and documented. The IBM team will develop functional specifications for the scoped technical objects, including data conversions, interfaces, and workflow approvals.

The completion of Sprint 2 marks the conclusion of system design. At this point, corresponding configurations are also complete and indicate readiness to move to the Verify Stage for testing.

Stage Entry Criteria

Entry Criteria	Description
RTM Documentation	Requirement Traceability Matrix complete inclusive of DILO documentation. Document has been reviewed and approved by Client.
Sprint 1 Plan	Sprint plan documented with all functional and technical inputs. The plan is reviewed with Client and sessions are scheduled.

Key Activities

Sprint Workshop Sessions

During the Model Stage, facilitated sprint sessions in the form of two iterative sprints based upon Fit-To-Standard's concept will be conducted by both parties. The sprint's focus is on first delivering the necessary functionality to meet the business's needs within a required time box. Each sprint is a distinct set of activities conducted according to the sprint plan. The IBM team will identify which DILO's will be executed by both parties in each sprint's scope in advance of the sprints. IBM will create this matrix in conjunction with the Client team to define the topics to be demonstrated in each sprint, including the appropriate data, workflows, etc. The matrix will be updated by both parties after Sprint 1 as needed. Specific components for integrations, conversions, and configuration at each sprint will determine the preparation work required. It is critical to capture input and feedback to evolve the solution design.

Configuration Management

IBM functional consultants shall configure the applications for the sprint workshops. The configuration efforts are progressive, and IBM consultants and their Client counterparts may define the extent of the configuration and process flow demonstration needs.

The configuration documentation consists of three components:

- **Requirement Traceability Matrix (RTM)** - The RTM will be maintained by IBM to track Client' business requirements (per requirements in the RFP) and process flow requirements through the various stages of the project. Requirements are captured in the document, and then as each activity occurs, additional information is captured, including gap/fit analysis, test script mapping, and others.
- **Application Configuration Document** - The configuration document in the Excel format will be created by IBM for each functional module, documenting all the configurations made. This is a living document and will be updated by IBM as and when new data is received, or the data is modified based on the results of the sprints and testing activities.
- **Business Process Flow Diagrams** - Visio process flows matching the future state Oracle Cloud business processes.

Gap-Fit Analysis

A key component of gap-fit analysis is the Fit-to-Standard approach. SaaS (Software as a Service) applications do not allow customization of the application code. Therefore, when a Gap is identified between a Client requirement and Oracle Cloud standard functionality, it is important to determine and document how business processes will need to change to meet the end goal of the requirement in a non-custom manner.

The IBM project team will review requirements and map them to Oracle Cloud functionality. Gaps will be documented by IBM in the Requirements Traceability Matrix as a 'Gap.' Solution options will be presented by IBM and discussed with Client in order to make final decisions including workarounds for gaps.

Change Management Activities

During the Model phase, the change management team is focused on building a change management network to engage and involve stakeholders. The change agents are helpful in executing the communications plan defined in the previous stages and will be instrumental in providing guidance on defining the training plan.

Track	Key Task/Activity	Description	IBM Resources
Project Management	Schedule Sprint Sessions	Coordinate the scheduling of Sprint sessions for proper SME representation.	Associate Project Manager
	Conduct Sprint Kickoff/Awareness Session	Prepare presentation materials and execute Sprint Kickoff.	Project Manager (support) Associate Project Manager (support) Change Management Lead (support)
	Maintain Project Schedule	The schedule will be updated by IBM to reflect progress and completion of sprint activities. Project Manager to work with functional and technical resources to resolve any outstanding design/action items that impact configuration and development.	Project Manager Associate Project Manager
	Prepare Test Plan and Testing Kickoff Presentations	Consolidate SIT test plan and schedule with inputs from functional and technical. Review content and schedule with Client. Prepare testing kickoff presentations. Schedule testing holds based on schedule.	Associate Project Manager (owns) Project Manager (support) Change Management Lead (support)
	Oversee project activities and perform project management functions	Manage project scope, communications, schedule, issues, resources, budget, quality.	Project Manager Associate Project Manager
Functional	Sprint 1 & Sprint 2	Perform Client-specific base/shell high level configuration of the Oracle application modules for the phase to: ▪ Demonstrate Oracle's standard flows with reference to the preliminary flows established. ▪ Demonstrate standalone modules with limited cross module integration points with limited data. Sprint 1 would be a demo of high-level functionality to assist with solution design and not a working solution. All issues identified will be reviewed by both parties for consideration in Sprint 2. Sprint 2 should demonstrate cross module solution design and complete data.	Functional Leads
	Application Design Documentation	Final documentation of RTM (including DILOs), configuration workbook, and future state process as well as any corresponding KDDs based on iterations/updates coming out of sprint sessions and gap fit analysis.	Functional Lead
	Conduct Fit/Gap Analysis	Identify the gaps between the Oracle system functionality and Client business requirements, identify options (e.g., manual work around, updated high level process flow) and Client will select the option desired.	Functional Lead

Track	Key Task/Activity	Description	IBM Resources
	Application Security Document	Identify application roles and responsibilities and document requirements.	Functional Leads
	Application Configuration	Configure environment/migrate configurations as documented in configuration workbook and in alignment with requirements and business processes.	Functional Leads Functional Consultant
	Unit Testing	Validate accuracy of application configuration so that configurations match documented requirements.	Functional Leads Functional Consultant
Technical	Conversion Design	Data conversion design would be one consolidated document per phase which will include design components, including: ▪ Conversion overview ▪ Data mapping plan ▪ Data cleansing plan ▪ Data extraction and transformation	Conversion Tech Lead (owns)
	Integration Design	One design document per integration will be created by IBM. It defines design components, including: ▪ Description of components ▪ Source and target Systems ▪ Functional setup prerequisites include: ○ Cross module dependency (i any) ○ Business rules (if any) ○ High level process flow ▪ Technical approach (does not include pseudo code) ▪ Application column mapping for Oracle applications	Integration Tech Lead (owns)
Change Management	Track Continuous Knowledge Transfer Program	Confirm success criteria are being met and adjust the plan as needed.	Training Lead (owns) Project Manager (support) Associate Project Manager (support)
	Build Change Agent Network	Launch change agents with representations from impacted departments.	Change Management Lead
	Execute the Communications Plan	Per the approved communication plan, publish communications and hold meetings as required to achieve objectives, inc. awareness sessions	Change Management Lead (owns) Project Manager (support)
	Define Training Plan Components	Consider training needs analysis and modality, start plan for training schedule, courses and material needed.	Training Lead (owns)

Track	Key Task/Activity	Description	IBM Resources
	Prepare Milestone Awareness Material	May be communication, demo, lunch and learn sessions etc. targeted to the extended project team audience (not project team). Include appropriate design decisions/impacts at point in time.	Change Lead (owns) Project Manager (support)
Testing COE	Develop Test Scenarios	Provide template for scenario creation and sample scenarios for functional team population. Once completed are loaded to PractiTest.	Testing COE Lead (owns) Functional Leads (inputs)

Stage Exit Criteria

Exit Criteria	Description
Data Conversion	Data conversion required for SIT complete and validated by County
Design Complete	Design updates/considerations as a result of gap fit analysis and sprints have been updated in configuration workbook, RTM and process flows and approved by Client.
Test Plan and Schedule	Module and cross module scenarios are defined as input to overall schedule. Scenarios, schedule, and resources are reviewed and approved by Client.
Approved Client Deliverables/Milestones	Model Stage Deliverables/milestones tied to payments have been completed, Accepted and invoiced: ▪ Sprint 1 ▪ Sprint 2 ▪ Gap Fit Analysis ▪ Process Flow Diagrams ▪ Integration Functional Design ▪ Integration Programs Developed ▪ Data Conversion Functional Design ▪ Data Conversion Programs Developed ▪ Approved reports developed
Stage Gate Review	All activities and Deliverables outlined are documented and completed prior to moving forward with the Verify Stage.

Stage 4 - Verify

The goal of the Verify stage is to validate that the solution will meet Client' business functional requirements. Testing is focused on validating business flows and requirements that map to Client business needs.

IBM will lead the effort in creating the project's testing strategy and in planning the testing events. The testing strategy document will detail the various testing events' scope and objectives and identify the exit criteria for each of the structured testing events. IBM provides templates and standard scenarios, and Client will further refine and finalize them. IBM will assist the Client team / functional leads and business SMEs in updating the test scenarios and test scripts to verify the business tasks they perform on a day-to-day basis. The requirements traceability matrix (RTM) will be used by both parties to track all the functional requirements that are tested.

The testing events include unstructured unit testing by the IBM Project team members, structured System Integration Testing (SIT), and User Acceptance Testing (UAT). The Project Management Office (PMO) will track the progress of the testing events. The IBM technical team will coordinate with Oracle to provide the testing environment, and IBM functional leads will configure the applications.

Stage Entry Criteria

Entry Criteria	Description
Design Complete	Design updates/considerations as a result of gap fit analysis and sprints have been updated in configuration workbook, RTM and process flows and approved by Client.
Test Plan and Schedule	Module and cross module scenarios are defined as input to overall schedule. Scenarios, schedule, and resources are reviewed and approved by Client and scheduled.
Final Test Scenarios	Module specific and cross module test scenarios are defined Client and added to testing documentation alongside corresponding test scenario detail (prepared by IBM team).
Integrations Design	All integrations identified in the RICE tracker have corresponding design documentation and have been reviewed and approved by Client prior to development start.
Custom Reports	All reports identified and aligned for development to key milestones. Reviewed and approved with Client.
Data Conversion	Data Conversion required for test cycles complete and validated.
Unit Testing	Unit testing of configurations and technical objects in test environments is complete, any defects have been corrected or tracked for awareness discussion with Client. (must be included in test cycle kickoff)

Key Activities

The following testing events will be carried out by IBM during Implementation:

- **Unit Testing**:

  Unit testing will be an unstructured event that focuses on assessing each implemented application component's quality at the most basic level and independent of each other. As the first iteration of formal testing, unit testing aims to uncover issues very early in the project implementation cycle. While the functional team focuses on conducting a sanity check of most basic flows and business processes for proper functioning at the unit level, the technical team creates and executes unit tests as part of their data conversion and interface design and development effort.

- **System Integration Testing (SIT)**: IBM will conduct System Integration Testing (SIT) in Oracle Fusion to validate the system meets the County's functional requirements and operates correctly before moving to User Acceptance Testing (UAT). Configured processes, functionalities, and integration will be tested by IBM, discrepancies will be identified, and critical defects will be resolved by IBM prior to UAT, as defined below.

  IBM will lead system testing, and the Client team will validate the designed process flows identified and finalized during the end of the Model stage of each Phase. This testing focuses on assessing the quality of each of the implemented modules on an individual basis and validating the end-to-end processes. SIT tests for interfaces, conversion, custom reports, and any other custom objects interact appropriately and validate the system functionality across the modules. It is also an opportunity for Client module owners to actively participate in and understand the newly deployed system's end-to-end business process functionality. It is not necessary to have all the technical items ready at the start of SIT. Reports development can continue during and post SIT as per the development schedule for the custom reports.

  Throughout the SIT testing process, IBM will (1) maintain traceability of test results, defect logs, and resolution actions, and (2) provide daily/weekly status updates during testing cycles, escalating unresolved critical issues promptly to the County project team.

- **Pay Reconciliation Testing (PPT)**: IBM will conduct payroll reconciliation testing in Oracle Fusion HCM to validate gross-to-net payroll accuracy for County Payroll and the 43 Junior Tax District's (JTD) Payroll. The purpose is to ensure payroll processes run correctly, discrepancies are identified, and critical defects are resolved prior to production readiness.

  This activity includes loading time entry data from the legacy system for specified Pay Periods and processing payroll in the new Oracle system for the same pay periods and validating and reconciling gross-to-net calculations between the two systems. Pay Reconciliation testing shall be conducted as follows:

  - County Payroll
    - Test two consecutive semi-monthly payroll batches, the first and second cycles within the same month.
  - The second cycle may only be executed if the first cycle passes successfully as approved by the County. If the first cycle fails, it must be corrected and rerun until successful before proceeding to the testing of the second consecutive cycle. The second cycle may be reduced to a partial run, depending on allocated project time and County resources, subject to mutual agreement of both parties' Junior Tax District (JTD) Payroll
    - Test one monthly payroll batch for the 43 JTD's

  IBM team will coordinate with the Client team to determine the best prior periods for testing. This testing event typically happens after SIT and before the UAT event. Client is responsible for extracting time data in the required format and assisting IBM during the gross-to-net reconciliation processes.

  Throughout the Pay Reconciliation testing process, IBM will (1) maintain traceability of test results, defect logs, and resolution actions, and (2) provide daily/weekly status updates during testing cycles, escalating unresolved critical issues promptly to the County project team.

- **User Acceptance Testing (UAT)**: IBM will conduct User Acceptance Testing (UAT) in Oracle Fusion to validate the system meets the County's functional requirements and operates correctly before going live. Configured processes, functionalities, and integration will be tested by IBM; discrepancies will be identified by IBM; and critical defects will be resolved by IBM prior to go-live, as defined below

  This is the last of the major testing activities before the implemented solution is deployed in production. The Client team will lead the User Acceptance Testing events. UAT is carried out by business users from various departments who will primarily interact with the system post-go live. The key goal is to check the newly configured system functions are correct for the Client end-users' day-to-day business needs. Test scripts will be executed by IBM manually, and no automated tools are proposed. All configurations, entity values (key flexfields), etc., shall be frozen prior to the start of UAT. UAT will be an abridged version of the system integration testing to validate that the system meets Client' business needs. A preliminary Go/No Go decision will be made by both parties based on UAT results as agreed upon. UAT exit criteria is defined in this Appendix 5 "Stage 4 – Verify | Exit Criteria" and to be further outlined in the testing strategy document.

  Throughout the UAT testing process, IBM will (1) maintain traceability of test results, defect logs, and resolution actions, and (2) provide weekly status updates during testing cycles, escalating unresolved critical issues promptly to the County project team.

IBM uses PractiTest Software as a test tracking tool to maintain test scenarios and test scripts for testing events. Client will be responsible for updating the executed test results in PractiTest. The project management team will use the PractiTest built-in dashboards for measuring testing progress/results. The project management team will also use the Jira built-in dashboards to track defect management processes.

Conduct Train the Trainer

IBM will be available to the project technical/functional SMEs throughout the project to provide knowledge via different avenues such as:

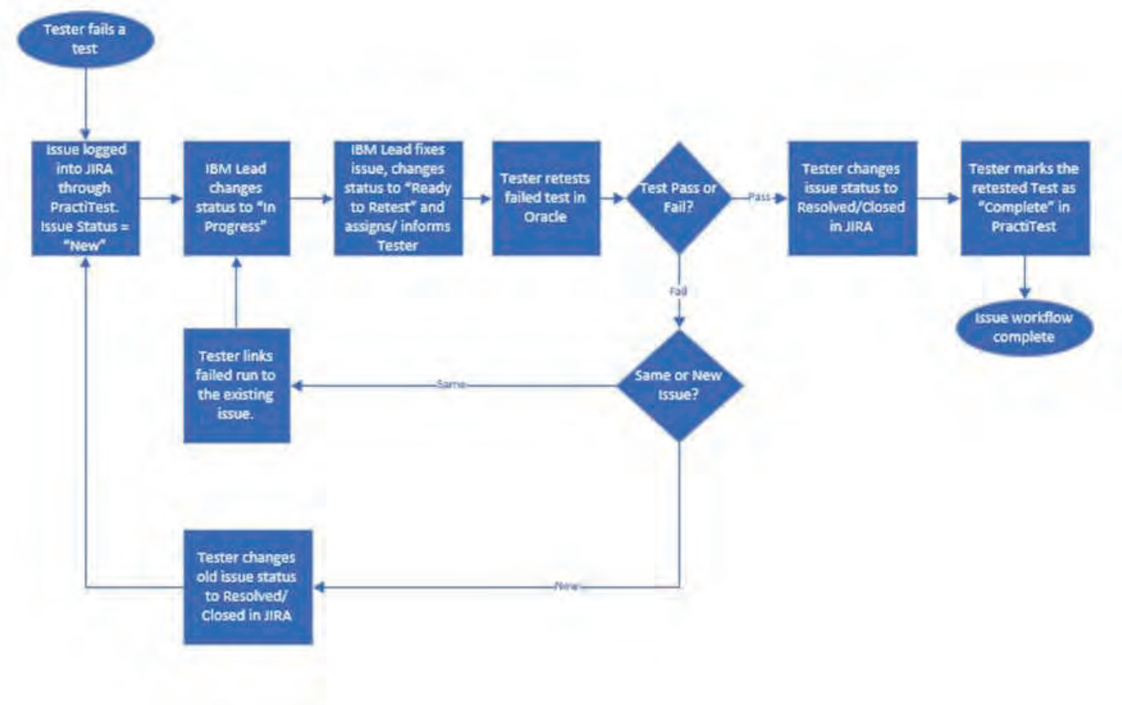
- Functionality reviews to SMEs of the scoped processes to enable Client to train their impacted individuals.

- Technical reviews of SMEs of how to maintain and support the integrations between Oracle Cloud ERP and other scoped systems.
- Functional reviews of SMEs of scoped configurations to understand how to conduct maintenance on system configurations in the future.
- Support to Client trainers during training execution.

Testing Daily Cadence

Meeting Name	Time	Attendees	Responsibility	Agenda
IBM Internal - All Hands	start of day	Full IBM Team (PMO/Functional/Technical/QA)	IBM PM	Address high priority items, issues/concerns. Bring IBM team on the same page.
Morning Defect Triage	8:00 to 8:30 am	IBM Leads (Functional/Technical/QA) + Client IT + Business Leads	IBM PMO	Discuss the progress on tickets logged from the previous day, priorities, make sure P1 and P2 get resolved in a day as per SLA
Morning Huddle	8:30 to 9:00 am	IBM Leads/Client IT + Business Leads/Testers	IBM Functional Leads	Discuss the day's agenda with Client team testers
Ready for Retest Notification	Multiple times during the day	IBM Leads/Client IT + Business Leads/Testers	IBM QA Lead (TCOE)	Send out multiple notifications/broadcasts through the day to remind testers to conduct retesting of items assigned to them
End of the Day Testing Summary	4:30 to 5:00 pm	IBM PMO/Functional/Technical/QA Leads, Client IT + Business Leads +Testers	IBM QA Lead (TCOE)	Summarize the testing done in the day. Client IT and Business Leads summarize the testing of the day
Daily Report - Test Run Status	5 am of next day	IBM + Client – all Stakeholders	IBM offshore TCOE test management Lead	Send out daily report of run status metrics from PractiTest and JIRA

Testing Issue Workflow



Change Management and Training

As the project completes various stages of testing, change management will be focused on communicating and assessing the organization's readiness to go live. IBM Training Lead will continue working with functional SMEs to compile the necessary training materials for each module in preparation of Train the Trainer. Ongoing knowledge transfer sessions may include hands-on activities. IBM training lead will guide the Client in planning for end users training which will begin in the later part of this phase.

Track	Key Task/Activity	Description	IBM Resources
Project Management	Oversee project activities and perform project management functions	Manage project scope, communications, schedule, issues, resources, quality	Project Management Executive Sponsor
	Maintain Project Schedule	The schedule will be updated by both parties to reflect progress and completion of activities, resource allocations, and estimated task durations.	Project Manager
	Finalize Test Scenarios	Work with Client and functional team and PractiTest team to confirm any additional business process scenarios are included in test scripts. Additional scenarios should be reflected in the test plan and schedule.	Project Manager Associate Project Manager
	Monitor Custom Development Completion	Project Management will track the progress toward completion of the scoped development objects and the	Project Manager

Track	Key Task/Activity	Description	IBM Resources
		progress through design, build, and unit test.	
	Monitor and report Testing Progress	Work with PractiTest team to monitor testing execution and progress. Provide daily summary/update to leadership regarding status. Escalate any roadblocks/delays in a timely manner.	Project Manager Associate Project Manager
Functional	Unit Testing of application Modifications, Integrations, Conversions, and Data Warehouse	Project team members will assist in unit testing by providing informal test scenarios and by validating module-based results	Functional Leads Technical Team
	Identify Test Scenarios	Provide real life examples linked to end user requirements for use in the SIT and UAT testing cycles	Functional Leads Functional Consultant
	Create Test Scripts	Create test scripts as per testing strategy/plan based on scenarios. For completeness, IBM provides templates and standard scenarios, and Client will further refine and finalize them. Test Scripts are to be based on process flows/DILOs and shall be consolidated to be able to be executed as per the testing schedule.	Functional Leads Functional Consultant
	Configure Testing Environments	The testing environment(s) will be configured by IBM with the module specific application configuration (design).	Functional Leads Functional Consultant
	Perform Unit Testing of scoped Custom Objects	Unit test custom objects with sample data before migrating to System Integration Testing	Tech Staff
	Conduct PractiTest Demo	Conduct demonstration to the Client team on use/navigation of PractiTest	Testing Lead Project Manager
	Training Material Support	Review test scripts and confirm the test scripts are updated with any changes (configurations/decisions) coming out of testing events.	Functional Leads
	Train the Trainer Support	Clarify processes, answer system specific questions, act as module SME. Expected to attend or facilitate components of sessions.	Functional Leads
	OGL Development Support (if applicable)	Review processes and scripts and provide recommendations to which	Functional Leads

Track	Key Task/Activity	Description	IBM Resources
		guides are applicable and/or which have been customized.	
Technical	Upload Test Scripts and Test Data	Once test scripts have been finalized with functional and Client, scripts, and data (if applicable) are uploaded to test instance.	Test Team
Change Management	Track Continuous Knowledge Transfer Program	Confirm success criteria are being met and adjust plan as needed	Training Lead (owns) Functional Leads (support) Project Manager (support)
	Execute Communications	Per the approved communication plan, publish communications and hold meetings as required to achieve objectives	Change Management Lead (owns) Project Manager (support)
	Develop Training Materials	Develop Train the Trainer material. Guide Client in the development of end user training materials.	Training Lead (owns) Functional Leads (support)
	Conduct Train the Trainer	Develop the Train the Trainer delivery plan. Guide Client on development and communication of End User Training Plan.	Training Lead (owns) Functional Leads (support)

System Integration Testing Entry and Exit Criteria

SIT Entry Criteria	SIT Exit Criteria
▪ Client has validated requirements and determined approach to gaps ▪ Planned work for all sprints has been completed ▪ Planned unit testing has been completed ▪ Fully configured SIT instance is available ▪ Test management tool is configured and in place ▪ Data conversion is completed and loaded into SIT instance ▪ User roles are defined and set up in the SIT instance ▪ Integration development is substantially completed, installed in the environment and ready for testing to/from the Oracle applications ▪ All planned test sets and test scripts have been documented and reviewed by Client ▪ Client testing resources have been identified and scheduled for SIT activity ▪ Delivered reports and identified custom reports for SIT are developed.	▪ All planned SIT test scripts have been executed and results recorded ▪ All failures have been analyzed, assigned a priority level as defined in Table 6.1 of Section 6.3.4, and corresponding defects logged into JIRA (issue tracking tool) ▪ All Priority 1 and 2 issues/defects related to IBM configurations have either been resolved or have a mutually agreed resolution plan documented ▪ All Priority 3 and 4 issues/defects related to IBM configurations are recorded and either resolved or temporary workaround solutions provided by IBM and Accepted by the County, or otherwise agreed upon by both parties. ▪ All issues related to Oracle software have an associated Service Request opened with Oracle Support and recorded in the testing log ▪ IBM has delivered a formal documentation package (Deliverable) for County Acceptance per Section 6.3, including the original test plan, initial test results, resolution, and defect closure confirmation

Pay Reconciliation Testing Entry and Exit Criteria

Pay Reconciliation Entry Criteria	Pay Reconciliation Exit Criteria
▪ SIT phase has been completed with exit criteria met. ▪ The subset of test scenarios relevant for Pay Reconciliation Testing have been identified and documented. ▪ The Pay Reconciliation test instance is fully configured for Payroll run. ▪ The data for time entry and absences for the relevant period have been extracted and ready in the appropriate format. ▪ Data conversion is completed and loaded into Pay Reconciliation I instance. ▪ All planned unit testing has been completed. ▪ Account validation/costing/cost string validation has been completed ▪ Element validation has been completed ▪ Client testing resources have been identified and scheduled for reconciliation activity. As defined in Appendix 5, Stage 4 Pay Reconciliation Testing, there will be 2 rounds of Pay Reconciliation testing that evaluates County payroll and 1 round of payroll for the 43 JTD payroll. Deviations will be reported by IBM and resolved at the conclusion of the first round of testing.	▪ All planned Pay Reconciliation test scenarios have been executed and results recorded. ▪ All failures have been analyzed assigned a priority level as defined in Table 6.1 of Section 6.3.4, and corresponding issues/defects logged in the tracking tool. ▪ Payroll comparison between Oracle Cloud Payroll and Legacy system for the County and the 43 JTD's are successfully completed and differences if any have been either rectified or reconciled. ▪ All Priority 1 and 2 issues/defects related to IBM configurations have either been resolved or have a mutually agreed resolution plan documented ▪ All Priority 3 and 4 issues/defects related to IBM configurations are recorded and either resolved or temporary workaround solutions provided by IBM and Accepted by the County, or otherwise agreed upon by both parties. ▪ All issues related to Oracle software have an associated Service Request opened with Oracle Support and recorded in the testing log. ▪ All recorded issues/defects have been noted, retested, and reconciled ▪ IBM has delivered a formal documentation package (Deliverable) for County Acceptance per Section 6.3, including the original test plan, initial test results, reconciliation results, and defect closure confirmation

User Acceptance Testing Entry and Exit Criteria

UAT Entry Criteria	UAT Exit Criteria
▪ SIT has been completed with exit criteria met. ▪ Fully configured UAT instance available. ▪ Data conversion is completed and loaded into the UAT instance. ▪ User roles are defined and set up in the UAT instance. ▪ Integration development is completed, loaded to the environment and ready for testing to/from the Oracle applications. ▪ Client testing resources/end users have been identified and scheduled for UAT activity. ▪ Delivered reports and identified custom reports for UAT are developed.	▪ All planned UAT test scripts have been executed and results reported. ▪ All failures have been analyzed, assigned a priority level as defined in Table 6.1 of Section 6.3.4, and corresponding defects logged into JIRA (issue tracking tool) ▪ All Priority 1 and 2 issues/defects related to IBM configurations have either been resolved or have a mutually agreed resolution plan documented ▪ All Priority 3 and 4 issues related to IBM configurations are recorded and either resolved or temporary workaround solutions provided by IBM and Accepted by the County, or otherwise agreed upon by both parties. ▪ All issues related to Oracle software have an associated Service Request opened with Oracle Support and recorded in the testing log ▪ IBM has delivered a formal documentation package (Deliverable) for County Acceptance per Section 6.3, including the original test plan, initial test results, resolution, and defect closure confirmation

Stage Exit Criteria

Exit Criteria	Description
Data Conversion	Data conversion complete and validated
Technical Development Complete	Integrations, reports, security, workflows and customizations etc. are complete and validated by County and scheduled
Final Configurations	All design and corresponding configurations are complete and approved. Any remaining defects have documented work around for production and resolution plan approved by Client.
Testing Exit Criteria Met	Exit criteria by test cycle has been met (see above). Any exceptions are documented, reviewed with and approved by Client.
Cutover Plan	Draft of cutover plan prepared with functional/technical inputs and ready for review with Client.
Go/No Go Presentation	Go/No Go presentation prepared with all functional, technical and organizational considerations and ready for review with Client.
Approved Client Deliverables/Milestones	Verify Stage Deliverables/milestones tied to payments have been completed, Accepted and invoiced: 1. Test Strategy and Plan 2. System Integration Testing and associated Deliverable documentation 3. Pay Reconciliation Testing and associated Deliverable documentation 4. User Acceptance Testing and associated Deliverable documentation 5. Training Materials
Stage Gate Review	All activities and Deliverables outlined are documented and completed prior to moving forward with the Deploy Stage.

Stage 5 – Deploy

The goal of the Deploy Stage is to plan and execute the production migration of the Oracle Cloud application modules in scope for the Phase. IBM leads the task of documenting a production cutover plan while both IBM and Client co-lead the management and execution of the cutover plan. Successful execution of the cutover plan results in the configuration of the ERP applications and migration of any custom components into the production environment, and final data conversion. Client staff will assist with these tasks and take the lead in performing final system validation with IBM guidance before production Go-Live. Client shall also confirm that all the stakeholders are informed of the production cutover. Client project management team members will authorize the go-live based on mutually agreed upon and documented criteria. IBM will assist Client team members in production support for the designated period following Go Live.

Stage Entry Criteria

Entry Criteria	Description
Testing Complete	Test cycles have been executed, exit criteria have been met, and cycle read out sessions have been completed and approved.
Cutover Plan	Draft cutover plan is prepared and ready for review with Client.
Managed Services Statement of Work (if applicable)	Managed Services Statement of work complete and signed by Client. (if applicable)

Key Activities

Key activities include assessment of production readiness, conducting user training, preparing for production support, executing cutover plan, system go live and beginning production usage.

Change Management

As the solution is deployed to the business, the change management and training team will focus on the final readiness of the stakeholders. To enable them, a campaign of cutover, pre-go-live, go-live and post-go-live communications will be prepared by IBM. Training lead will review the training needs and make recommendations for Sustainment post go-live. The change, communications and training materials will be transitioned by IBM to the Client team and/or sustainment repositories.

Track	Key Task/Activity	Description	IBM Resources
Project Management	Oversee project activities and perform project management functions	Manage project scope, communications, schedule, issues, resources, quality	Project Management Executive Sponsor
	Maintain Deployment/Cutover Schedule	The schedule will be updated by both parties to reflect progress and completion of activities, resource allocations, and estimated task durations. Project Manager to mitigate risks/roadblocks during this time to maintain cutover schedule and specifically blackout period.	Project Manager
	Development and Monitor Production Cutover Plan	A production cutover plan will be developed by IBM to identify the sequence of activities required to migrate from the Legacy application to the Oracle system. Periodic meetings will be held by both parties to track progress to the plan through Go Live.	Project Manager (owns) Functional/Technical (inputs) Change Management Lead (inputs)
	Establish Post Go- Live Support	Plan for the transition to the Oracle applications by establishing post Go-Live Support and procedures.	Project Management
	Make Go-No Go Decision	Review status of testing and preparedness of the applications and the organization to Go-Live. A decision is required from Client to proceed with go-live	Project Management
	Provide Internal Go-Live Communications	As part of cutover planning, define key cutover communications for departmental and end user personnel. Distribute communications via the cutover plan.	Project Management (owns) Change Lead (supports)
Functional	Performing Production Cutover Activities	Perform production cutover activities including configuration, data load and other tasks. Assist in verification of production conversion.	Functional Leads
	Provide Postproduction Support	Support functional activities post Go Live as required by Client	Functional Leads
Technical	Migrate Custom Objects to production	Migrate approved custom objects to production environment	Technical Team
	Support Cutover Activities	Support cutover activities. Assist in verification of production conversion	Technical Team

Track	Key Task/Activity	Description	IBM Resources
	Provide Post-Production Support	Support technical activities post Go Live as required by Client	Technical Team
Change Management	Provide External Go- Live Communications	Guide Client on communications to Client's external stakeholders (vendors, customers etc.) regarding the new functionality provided.	Change Management Lead (owns) Project Manager (support)
	Plan for post go live Training and Communications (Change Sustainment Plan)	Develop a plan for support communications and refresher courses, if needed, during post go live support.	Change Management Lead and Training Lead
	Support End User Training	Support Client training leads in conducting the end user training sessions.	Training Lead (support) Functional Leads (support)
	Execute End User Training (if applicable)	Execute Client end user training sessions.	Training Lead (support) Functional Leads (support)

Stage Exit Criteria

Exit Criteria	Description
Approved Client Deliverables/Milestones	Deploy Stage Deliverables/milestones tied to payments have been completed, Accepted and invoiced: ▪ Train The Trainer ▪ Go Live ▪ Post-Production Support ▪ Knowledge Transfer Document
Stage Gate Review	All activities and Deliverables outlined are documented and completed prior to moving forward with the Phase close.
Project Close Checklist	All activities outlined in the checklist have been executed, all required documentation is available and linked, final invoices have been paid, and project code closed.

Appendix 6 – Functional Requirements

Please see attached

Appendix 7 – Data Processing Agreement (DPA)

Please see attached

Appendix 8 – Optional Rapid Testing SOW

Please see attached

Appendix 9 – Optional Managed Services SOW

Please see attached

Appendix 10 – Project Payment Schedule

Please see attached

Appendix 11 – Optional Fusion Data Intelligence Data Warehouse (FDI) SOW

Please see attached

Appendix 12 – IBM Data Security and Privacy Principles

Please see attached

Appendix 13 – Data Protection and Processing Datasheet – IBM Rapid Testing for Oracle Cloud

Please see attached

Area	Title	Interface Type (Inbound / Outbound)	Source	Target	Data Element	Total Hours	Comments/Assumptions
FIN	ACH Direct Deposit File	Outbound	Oracle Fusion	Bank of America	ACH Payments	80	
FIN	Positive Pay File Accounts Payable	Outbound	Oracle Fusion	Bank of America	Accounts Payable check payments	80	
FIN	Positive Pay File Payroll	Outbound	Oracle Fusion	Bank of America	Payroll check payments	80	
FIN	Bank Statements Import	Inbound	Bank of America	Oracle Fusion	Statements in BAI2 format	80	
FIN	Solid Waste Customers	Inbound	Geoware	Oracle Fusion	AR Customers	120	
FIN	Solid Waste Invoices	Inbound	Geoware	Oracle Fusion	AR Invoices	80	
FIN	Solid Waste Receipts	Inbound	Geoware	Oracle Fusion	AR cash receipts	80	
FIN	Customer Balances	Outbound	Oracle Fusion	Point & Pay	Customer AR balances	80	
FIN	Cartegraph Equipment	Outbound	Oracle Fusion	Cartergraph	Asset additions and retirements	120	
FIN	Cartegraph Equipment Usage	Inbound	Cartergraph	Oracle Fusion	Cost Data to PPM	160	Cost Data to PPM for usage information. Rates for equipment will be stored in a PaaS solution outside of current Oracle Applications. PaaS solution is not scoped
FIN	Amanda Permit Fees	Inbound	Amanda	Oracle Fusion	Journals to GL	80	
FIN	Amanda Code Enforcement	Inbound	Amanda	Oracle Fusion	AR Customers	120	
FIN	Amanda Code Enforcement	Inbound	Amanda	Oracle Fusion	AR Invoices	80	
FIN	Amanda Code Enforcement	Inbound	Amanda	Oracle Fusion	AR cash receipts	80	
FIN	Ascend property tax assessment/collection and receipts	Inbound	Ascend	Oracle Fusion	Revenue journals to GL	80	
FIN	Faster equipment billing	Inbound	Faster	Oracle Fusion	Job costs to projects	120	
FIN	COA updates to Highline	Outbound	Oracle Fusion	Highline	Chart of Account Segment values updates new and expired	80	
FIN	Project updates to Highline	Outbound	Oracle Fusion	Highline	Project updates new and expired	80	
FIN	Highline Employee Time costs to GL	Inbound	Highline	Oracle Fusion	Summary time cost to GL	80	
FIN	Highline Employee Time costs to Projects	Inbound	Highline	Oracle Fusion	summary time cost to projects	120	
FIN	Highline – Equipment Usage Time costs to GL	Inbound	Highline	Oracle Fusion	Summary time cost to GL	80	
FIN	Highline – Equipment Usage Time costs to Projects	Inbound	Highline	Oracle Fusion	summary time cost to projects	120	
FIN	Sympro - Debt/Investment/Interest	Inbound	Sympro	Oracle Fusion	Journals to GL	120	
FIN	COA updates to Cartergraph	Outbound	Oracle Fusion	Cartergraph	Chart of Account Segment values updates new and expired	80	

Appendix 1 - Interface Scope

FIN	Project updates to Cartergraph	Outbound	Oracle Fusion	Cartergraph	Project updates new and expired	80	
FIN	Amanda Billing	Outbound	Oracle Fusion	Amanda	Customer AR balances, receipt details	120	
FIN	Point & Pay Payments	Inbound	Point & Pay	Oracle Fusion	Non AR revenue to GL	80	
FIN	Point & Pay Payments	Inbound	Point & Pay	Oracle Fusion	AR revenue as AR Receipts	120	
FIN	Customer Balances PDF Format	Outbound	Oracle Fusion	Point & Pay	Customer AR balances report in PDF format	120	
HCM	i2Verify (now called "The Work Number")	Outbound	Oracle Fusion	Work Number	Personal, Employement and Salary data	120	
HCM	Protected Leave Absences	Inbound	Aspire HR	Oracle Fusion	Protected leave (STD/LTD only) to Absence/OTL	160	
HCM	Protected Leave Absences	Outbound	Oracle Fusion	Aspire HR	Demographic and Employement Data to Aspire HR	120	
HCM	Background criminal checks	Inbound	Data Quest	Oracle Fusion	Background check results.	160	
HCM	Background criminal checks	Outbound	Oracle Fusion	Data Quest	Demographic and Employement Data to vendor	120	
HCM	Wellness eligibility	Inbound	Navigate	Oracle Fusion	Wellness file to identify eligibilty population for wellness benefits	80	
BEN	Regence (medical)	Outbound	Oracle Fusion	REGENCE	Medical Benefits Information	240	Additional Employee/Employer Deduction File and Open Enrollment file
BEN	Kaiser (medical)	Outbound	Oracle Fusion	KAISER	Medical Benefits Information	240	Additional Employee/Employer Deduction File and Open Enrollment file
BEN	MERP	Outbound	Oracle Fusion	MERP	Benefits Infomation	200	Additional Employee/Employer Deduction File
BEN	VEBA	Outbound	Oracle Fusion	VEBA	Benefits Infomation	200	Additional Employee/Employer Deduction File
BEN	PFML (Paid Family Medical Leave – Washington)	Outbound	Oracle Fusion	PFML (Paid Family Medical Leave – Washington)	Benefits Infomation	200	Additional Employee/Employer Deduction File
BEN	LTC – Washington Long Term Care	Outbound	Oracle Fusion	LTC – Washington Long Term Care	Benefits Infomation	200	Additional Employee/Employer Deduction File
BEN	LNI – Labor and Industries	Outbound	Oracle Fusion	LNI – Labor and Industries	Benefits Infomation	200	Additional Employee/Employer Deduction File
BEN	Delta Dental (dental)	Outbound	Oracle Fusion	Delta Dental	Benefits Infomation	240	Additional Employee/Employer Deduction File and Open Enrollment file
BEN	Vision	Outbound	Oracle Fusion	1-2 vendors//Year Round	Benefits Infomation	240	Additional Employee/Employer Deduction File and Open Enrollment file
BEN	Flexible Spending Accounts (navia)	Outbound	Oracle Fusion	Navia	Benefits Infomation	240	Additional Employee/Employer Deduction File and Open Enrollment file
BEN	Life Insurance (Hartford)	Outbound	Oracle Fusion	Hartford	Benefits Infomation	120	

Appendix 1 - Interface Scope

BEN	AFLAC (NWBA)	Outbound	Oracle Fusion	AFLAC	Benefits Infomation	160	
BEN	Nationwide (investments, deferred compensation, retirement related)	Inbound	Oracle Fusion	Nation Wide	Benefits Infomation	140	
BEN	Nationwide (investments, deferred compensation, retirement related)	Outbound	Nation Wide	Oracle Fusion	Demographic and Employement Data to vendor	100	
BEN	COBRA	Outbound	Oracle Fusion	Chard Snyder	Benefits Infomation	160	
HR	Equal Employment Oppurtunity (EEO4)	Outbound	Oracle Fusion	TBD	Demographic and Employement Data to vendor	80	Oracle seeded report or custom interface
HR	Single Sign-on	Inbound	Azure	Oracle Fusion	Enable SSO in Oracle with Azure	40	Majority of the setup is with client active directory team
HR	Single Sign-on	Outbound	Oracle Fusion	Azure	Demographic and Employement Data to SSO system	40	Majority of the setup is with client active directory team
HR	Employee demographic information to Cartergraph	Outbound	Oracle Fusion	Cartergraph	Employee Demographic and Assignment Data	80	
HR	Parking garage	Outbound	Oracle Fusion	Parking System	Employee Demographic and Assignment Data	80	
HR	Active Directory Data Synch	Inbound	Oracle Fusion	Azure	Employee Details	120	
HR	Active Directory Data Synch	Outbound	Oracle Fusion	Azure	Demographic and Employement Data to AD system	80	
Payroll	Garnishments to AP	Inbound	Highline	Oracle Fusion	Garnishments Invoices to AP	40	This will be ERP interface not HCM, from legacy system until HCM golive
Payroll	Payroll to Retirement Partner	Outbound	Oracle Fusion	State Dept of Retirement	Demographic and Employement Data to vendor	160	DRS
OTL	Timekeeping - NTS	Inbound	Oracle Fusion	NTS	Time details to OTL	100	
OTL	Timekeeping - NTS	Outbound	NTS	Oracle Fusion	Demographic and Employement Data to vendor	60	
OTL	Timekeeping - LETS	Inbound	Oracle Fusion	LETS	Time details to OTL	100	
OTL	Timekeeping - LETS	Outbound	LETS	Oracle Fusion	Demographic and Employement Data to vendor	60	
OTL	Timekeeping - CTS	Inbound	Oracle Fusion	CTS	Time details to OTL	100	
OTL	Timekeeping - CTS	Outbound	CTS	Oracle Fusion	Demographic and Employement Data to vendor	60	
OTL	Timekeeping - UKG	Inbound	Oracle Fusion	UKG	Time details to OTL	100	

Appendix 1 - Interface Scope

OTL	Timekeeping - UKG	Outbound	UKG	Oracle Fusion	Demographic and Employement Data to vendor	60	
OTL	Timekeeping - Others?	Inbound	Oracle Fusion	Others	Time details to OTL	100	
OTL	Timekeeping - Others?	Outbound	Others	Oracle Fusion	Demographic and Employement Data to vendor	60	
OTL	Timekeeping - JTDs	Inbound	Oracle Fusion	JTD's	Time details to OTL	100	
OTL	Timekeeping - JTDs	Outbound	JTD's	Oracle Fusion	Demographic and Employement Data to vendor	60	
HR	America's Charities	Inbound	Oracle Fusion	America's Charities	Employees updates donations in America's Charities vendor portal. Vendor sends data to Payroll.	120	
HR	America's Charities	Outbound	Oracle Fusion	America's Charities	Demographic and employment data to America's Charities.	120	
			Total Hours			**8360**	

150
1254000

RFP-25-0417BC APPENDIX A-1 - FUNCTIONAL REQUIREMENTS

Func-tional Area	Module	Req #	Requirement	Requirement Description	Estimated Oracle SKU(s) - Subject to Validation	Included in Vendor Scope? (Yes/No)	SOW Update
FMS	General Accounting	1.1.1	Manage Ledgers and Chart of Accounts	Design and manage the sets of books and CoA structure (including parents/summary-levels with multiple segments), multiple structures (different hierarchy structures for different reporting purposes), define the GL code blocks, create the GL accounts, subledger accounts (SLA) and crosswalk codes (CC) and allow/disallow usage of the accounts. Meets Washington State BARS Uniform Chart of Accounts reporting requirements.	Fusion ERP Cloud Service	Yes	
FMS	General Accounting	1.1.2	Manage Subledger Accounting	Manage the details behind entries in the general ledger used in accounting (i.e., the subsidiary ledger)	Fusion ERP Cloud Service	Yes	
FMS	General Accounting	1.1.3	Manage Financial Accounting	Ability to record financial transactions on full accrual and modified accrual basis. Allows multiple journal entry/journal voucher types with compensating controls. Includes the ability to attach supporting documentation to transactions.	Fusion ERP Cloud Service	Yes	
FMS	General Accounting	1.1.4	Manage Fund Accounting	Manage the activity of fund accounting transactions as strictly required by GASB (Governmental Accounting Standards Board).	Fusion ERP Cloud Service	Yes	
FMS	General Accounting	1.1.5	Manage Project (Job-Cost) and Grant Accounting	Create project level accounting to track specific transactions, costs, allocations to the appropriate cost centers. Includes the management of various project types (capital, grant).	Fusion ERP Cloud Service	Yes	
FMS	General Accounting	1.1.6	Manage Lease/SBITA Accounting	Manage the lease accounting requirements by GASB standards. Record lease capitalizations.	Fusion ERP Cloud Service	Yes	Lease Management Module has been added to Scope
FMS	General Accounting	1.1.7	Manage Cash Flow/Forecasting	Create Forecasts; monitor, analyze and optimize cash flow (receipts-expenses) as common paymaster	Fusion ERP Cloud Service	Yes	Cash Flow will need a report to be generated. Cash Forecasting can be done in Cash Management module. Budget forecasts are managed in EPM module
FMS	General Accounting	1.1.8	Manage Cost Allocations	Receive and enter indirect rates for overheads (including salary, fringe and leave) and other fixed/variable charges such as shared services costs based on usage. Includes the set up and allocation of multiple cost pools	Fusion ERP Cloud Service, Fusion EPM Cloud Service	Yes	Allocations can be done in General Ledger based on statistical parameters
FMS	General Accounting	1.1.9	Manage Labor Distribution	Create labor schedules for employee assignments (e.g., distribute payroll costs to projects, awards, or GL accounts) and manage labor costs. Includes the ability to generate hourly rates for every employee, every pay period, based on (i) the County's semi-monthly payroll schedule, and (ii) the County's predominantly salaried workforce, and to make these variable hourly rates available and automatically populated into downstream applications (job costing applications, for example).	Fusion ERP Cloud Service, Fusion HCM Base Cloud Service	Yes	Integrations to downstream applications are in scope if these integrations have been listed in Appendix 1 of the SOW
FMS	General Accounting	1.1.10	ACFR Reporting	ACFR Reporting: Analyze, reconcile, and aggregate financial data to r	Fusion ERP Cloud Service, Fusion EPM Cloud Service	Yes	County has scoped for about 35 reports to be developed in EPM. Addtionally there are 1000 hours in the Reporting bucket of hours
FMS	General Accounting	1.1.11	Manage Intercompany Transactions, Ledgers and Reporting	Account for, and on behalf of multiple entities with distinct EIN's for financial transactions, financial reporting, W2's, 1099's, and all other IRS and regulatory required filings.	Fusion ERP Cloud Service	No	County will be contracting dirctly with ADP for filing of W2's. Any reporting needs will be accomplished with a zero dollar change order to the limit of hours available in the bucket of hours
FMS	General Accounting	1.1.12	Perform Period/Cycle Close	Perform month end, annual period close while supporting biennial budgeting. Ability to have multiple fiscal years open to enable multiple accounting periods and accrual entries/adjustments.	Fusion ERP Cloud Service, Fusion EPM Cloud Service	Yes	

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Func-tional Area	Module	Req #	Requirement	Requirement Description	Estimated Oracle SKU(s) - Subject to Validation	Included in Vendor Scope? (Yes/No)	SOW Update
FMS	General Accounting	1.1.13	Perform Final Reconcilliation	Review and reconcile rates (including salary, fringe and leave) and other fixed/variable charges such as shared services costs based on usage	Fusion ERP Cloud Service, Fusion EPM Cloud Service	Yes	Incremental allocations are possible in General Ledger
FMS	General Accounting	1.1.14	Budget Enforcement Enablement	Enable robust budget enforcement capabilities to ensure all financial transactions adhere to predefined budgetary constraints, preventing overspending and promoting fiscal discipline. Includes enablement of real-time budget monitoring and alerts	Fusion ERP Cloud Service, Fusion EPM Cloud Service	Yes	
FMS	A/P	1.2.1	Manage Travel and Expenses	Request, approve, submit (with receipts and based upon compliance policies), reimburse, and reconcile travel and expense. Manage corporate purchasing credit card program.	Fusion ERP Cloud Service	Yes	
FMS	A/P	1.2.2	Manage P-Cards	Ability to coordinate thresholds for cardholder usage, receive and process transmissions from the financial institutions for the purchases your employees make, receive and process statements for reconciliation purposes, generate transactions in the General Ledger and Accounts Payable systems to record P-Card expenses, manage approvals, and pay the financial institutions and monitor cardholder purchases. Generate adjusting entries if applicable.	Fusion ERP Cloud Service	Yes	
FMS	A/P	1.2.3	Manage 1099s	Ability to setup 1099 and non 1099 vendors for multiple EIN's. Track, edit, generate and report 1099's.	Fusion ERP Cloud Service	Yes	
FMS	A/P	1.2.4	Manage Payables Debit/Credit Memos	Adjust the outstanding payable amounts for variances on account of refunds or increases. Include anything reviewer has determined should be paid (disallowance).	Fusion ERP Cloud Service	Yes	
FMS	A/P	1.2.5	Manage Periodic Payments	Manage recurring payments (e.g., payments for recurring charges on subscriptions and other services)	Fusion ERP Cloud Service	Yes	
FMS	A/P	1.2.6	Process Invoices	Receive and process digital invoices, with or without PO's in a decentralized environment. Multiple approval routing options, online visibility of approval queue. Duplicate invoice management, recurring payable templates, retainage options, partial payments, sales/use tax flagging. Performs 2 or 3 way matching.	Fusion ERP Cloud Service	Yes	
FMS	A/P	1.2.7	Process Payments	Process warrants, checks, EFT, ACH. Allow for sorting and print order options. Include vendor discount and positive pay management.	Fusion ERP Cloud Service	Yes	
FMS	A/R & Cash Receipting	1.3.1	Create Invoices and Bills	Create invoices and bills and statements and control general ledger (GL) posting including imported receivables from other applications.	Fusion ERP Cloud Service	Yes	
FMS	A/R & Cash Receipting	1.3.2	Manage Receipts	Enter and maintain various types of receipts (e.g., application of "cash" receipts to open AR). Analyze, track and manage due and overdue receivables; manage unapplied collections, credits, overpayments; generate collections aging report for outstanding invoices and adjusting invoices and bills (e.g., removing errant billing). Compatability with customer payment portals.	Fusion ERP Cloud Service	Yes	All of the functionality mentioned including collections is possible in the AR module.
FMS	A/R & Cash Receipting	1.3.3	Manage Receivables Debit/Credit Memos	Adjust outstanding receivable amounts for invoice adjustments	Fusion ERP Cloud Service	Yes	
FMS	A/R & Cash Receipting	1.3.4	Manage Customer Account Profiles	Manage (create, add, modify, delete, merge, split) various customer data hierarchies (that come over from the various programs).	Fusion ERP Cloud Service	Yes	One customer can have only one group association. Multiple associations are not possible for one customer

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Func-tional Area	Module	Req #	Requirement	Requirement Description	Estimated Oracle SKU(s) - Subject to Validation	Included in Vendor Scope? (Yes/No)	SOW Update
FMS	A/R & Cash Receipting	1.3.5	Transaction Data Entry	Accepts data import and manual entry for cash receipt transactions?	Fusion ERP Cloud Service	Yes	Integrations to downstream applications are in scope if these integrations have been listed in Appendix 1 of the SOW
FMS	A/R & Cash Receipting	1.3.6	Transaction Data Flow	Cash receipts feed data for the creation of General Ledger and the Accounts Receivable functions	Fusion ERP Cloud Service	Yes	
FMS	Fixed Capital Assets	1.4.1	Manage Asset Requests	Develop and submit requests for depreciable goods and services, with the ability to define the specific parameters to drive the sourcing of these requests (price, vendor, quantity, etc.).	Fusion ERP Cloud Service	Yes	
FMS	Fixed Capital Assets	1.4.2	Manage Asset Acquisition and Depreciation	Record newly acquired asset with both financial as well as descriptive information (asset master data); capture acquisition as well as valuation information that will be used over the lifecycle of the asset. Periodically run asset depreciations. Address backordered assets or related items.	Fusion ERP Cloud Service	Yes	
FMS	Fixed Capital Assets	1.4.3	Manage Asset Improvements and Depreciation	Record improvements to assets and impact to assets depreciation calculation. Calculate the asset's depreciation schedule based on the assets classification, age, value and any improvement made to the assets. Including updates to useful life.	Fusion ERP Cloud Service	Yes	
FMS	Budget Mgmt	1.5.1	Create Budgetary Estimates, Plans, and Forecasts	Create annual, biennial, and 5 year income and expenses forecasts for a set of variable parameters (i.e., department, cost center, project and account). This includes budgeting of capital (depreciation expenses) and estimating labor costs (including fringe benefits).	Enterprise Performance Management Cloud Service	Yes	
FMS	Budget Mgmt	1.5.2	Perform Capital Planning	Create annual forecasts for a set of variable parameters (i.e., department, cost center, project and account, depreciation expenses) and estimating labor costs (including fringe benefits).	Enterprise Performance Management Cloud Service	Yes	
FMS	Budget Mgmt	1.5.3	Prepare Budgets	Prepare and manage the Budget process through the different stages (Pro-forma, Department Reguest, Executive Recommended, and Council Adoption. Provide decision makers at each stage the proper process, tools, and reports for decision making at each stage.	Enterprise Performance Management Cloud Service	Yes	
FMS	Budget Mgmt	1.5.4	Manage Financial Performance	Plan, monitor, and measure financial performance	Enterprise Performance Management Cloud Service	Yes	
FMS	Budget Mgmt	1.5.5	Revise Budgets	Perform ongoing revisions to budget spread and create projections (revision of last year's budget). Maintain total committed annual budgetary amounts.	Enterprise Performance Management Cloud Service	Yes	
FMS	Budget Mgmt	1.5.6	Position Control	Provide comprehensive tracking of all positions from initial planning to final approval, including automated workflows for position requests, updates, and approvals. Captures at a minimum position number, title, start and end dates, salary/benefit information, mappings to organizational departments and programs, and aggregate position counts by budget period.	Enterprise Performance Management Cloud Service / HCM	Yes	Out of the box Workflow enables system to track users as budgets are approved/rejected with commentary added by approvers in EPM. Detailed "tracking" of positions in EPM after budget adoption would require customized implementation of a workflow process. Typically this should be tracked in HCM.

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Func-tional Area	Module	Req #	Requirement	Requirement Description	Estimated Oracle SKU(s) - Subject to Validation	Included in Vendor Scope? (Yes/No)	SOW Update
FMS	Reporting	1.6.1	Oracle Fusion ERP Analytics for Standard Reporting	Activate and configure the Oracle Fusion ERP Analytics sku to enable standard and comprehensive financial reports expected to be available for State/County/Local government organizations, including balance sheets, income statements, cash flow statements, payroll summary reports, ACA reporting, budget vs. actual (BVA) comparisons, all with full drill down capabilities, and more	/ Fusion ERP Analytics	Yes	Out of the box FDI Analytics will be enabled. Any additional custom reports will be developed from the Reporting Bucket of hours
FMS	Reporting	1.6.2	Self-Service Reporting Capabilities	Enable self-service tools such that County employees can easily build dashboards and ad hoc reporting on an as-needed basis	Fusion ERP Analytics	Yes	OTBI, FRS, SmartView, FDI can all be used as tool that can be used for self-service reporting
FMS	Reporting	1.6.3	Reporting Performance and Data Optimization	Ensure data models and pipelines are optimized for system performance and resource management	Fusion ERP Analytics	Yes	Standard Data model performance is managed by Oracle as a part of its service. Custom data models optimization will come in scope if optional services for FDI are utilized.
HCM	General HR	2.1.1	Manage Workforce/Personnel Information	Capture and manage employee setup and management of employee records / information throughout the employee life cycle, to include non-job related employee details (e.g., personally identifiable information such as home addresses).	Fusion HCM Base Cloud Service	Yes	
HCM	General HR	2.1.2	Manage Org. Positions, Job Descriptions, and Classifications	Manage employee classifications (e.g., exempt or nonexempt under Fair Labor Standards Act (FLSA)) based on job duties, the relationship between positions, the organizational structure and budget control/funding for positions, as well as manage job descriptions to support recruiting, upskilling, reskilling, and organizational design needs. Also the ability for position control, which would provide the ability to monitor the usage of the budget position more easily.	Fusion HCM Base Cloud Service	Yes	
HCM	General HR	2.1.3	Manage Workforce/Personnel Actions	Capture and manage actions via pre-defined workflows including change of position, termination, etc. and manage notifications and verifications of actions and finalize to the employee record.	Fusion HCM Base Cloud Service	Yes	
HCM	General HR	2.1.4	Manage Employee Onboarding	Manage the process of employee arrival including set up of the employee record, assignment of assets, completion of various/multiple employee checklists (based of employee position, for example) such as required paperwork, gathering of knowledge, and ensuring skills and behaviors are present to become effective organizational member. Includes pre-onboarding checklists and task-management, includes also managing notifications and verifications of actions and finalize to the employee record.	Fusion HCM Base Cloud Service	Yes	
HCM	General HR	2.1.5	Manage Workforce Voice and Engagement	Collect, manage and action on employee feedback on improvements to the employee experience, as well as develop metrics and benchmarks for determining how well employees are participating in advancement/professional development.	Fusion HCM Base Cloud Service, Fusion HCM Communicate Cloud Service	Yes	
HCM	General HR	2.1.6	Manage and Deliver HR Communications	Develop, send, and manage all communications templates, messages, schedules and delivery formats from HR to organizational employees and ensure transparency across the organization.	Fusion HCM Base Cloud Service, Fusion HCM Communicate Cloud Service	Yes	

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Func-tional Area	Module	Req #	Requirement	Requirement Description	Estimated Oracle SKU(s) - Subject to Validation	Included in Vendor Scope? (Yes/No)	SOW Update
HCM	General HR	2.1.7	Manage and Administer Compensation	Manage annual and ad hoc compensation, determine job valuing (including market data), enable retention programs, record monetary incentive awards for all employees, track budget allocations and approvals for compensation decisions, and perform market analysis and administer pay.	Fusion Workforce Compensation Cloud Service	Yes	
HCM	General HR	2.1.8	Manage and Administer Benefits	Manage the provided services, facilities and benefits, including the eligibility, enrollment and benefit coverage for benefit plans (e.g., medical, disability, dental, vision, HRA, FSA, legal plans, retiree health coverage). Includes ability to manage multiple, different benefits plans across multiple departments and CBAs, and the reporting required to effectively manage these multiple plans with different plan-years and benefits levels.	Fusion HCM Base Cloud Service, Fusion HCM Communicate Cloud Service	Yes	
HCM	General HR	2.1.9	Manage and Administer Rewards and Recognition	Set up programs to recognize and appreciate (e.g., kudos), reward (e.g., gift cards), and motivate employees on individual and/or group levels for accomplishments and/or performance that delivers outcomes beyond normal expectations and manage business rules associated with rewards (e.g., limitations on the volume of rewards allocated to employees or by managers in a specific time period).	Fusion HCM Base Cloud Service, Fusion Touchpoints Cloud Service	Yes	
HCM	General HR	2.1.10	Manage and Administer Health and Wellness (Work-Life Balance)	Address communication around health and wellness program offerings intended to promote employee work-life balance and health, manage the enrollment of employees in the program, and track participation.	Fusion HCM Base Cloud Service	Yes	
HCM	General HR	2.1.11	Manage Employee Offboarding	Manage the process of employee exit from the organization including exit survey/interview, HR offboarding meetings, letter of resignation, notifications to IT/Payroll, equipment retrieval, and final pay instructions. Includes exit-process checklists and task-management, as well as notifications and verifications of required actions that are assigned and routed to each individual that is involved in the separation process.	Fusion HCM Base Cloud Service	Yes	
HCM	HR Service Mgmt	2.2.1	Manage HR Knowledge Base	Collect, identify, implement and manage tools and procedures for HR knowledge management. Create and maintain a HR service support knowledge repository (e.g., collect and publish policies or benefits). Store, maintain, access, revise, and use knowledge to communicate HR services (e.g., FAQs, document repositories, search/query functionality).	Fusion Human Resources Help Desk Cloud Service	Yes	
HCM	HR Service Mgmt	2.2.2	Manage HR Services Delivery Cases	Administer intake of service requests, perform needs assessments, route the service requests to the appropriate area, and manage employee cases and service requests (e.g., ticketing).	Fusion Human Resources Help Desk Cloud Service	Yes	

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Func-tional Area	Module	Req #	Requirement	Requirement Description	Estimated Oracle SKU(s) - Subject to Validation	Included in Vendor Scope? (Yes/No)	SOW Update
HCM	HR Service Mgmt	2.2.3	Manage HR Self-Service	Provide the tools and information to enable users to service themselves (including employee self-service (ESS) and manager self-service (MSS)) to manage pre-defined personnel related data sets (not performed by managers), view assigned personnel data, and/or add/change data. Self-service and support is a blend of user-initiated interaction technologies that may include electronic records management systems, chat and knowledge bases (Note: clients may elect to remove this capability (as it is a function of a variety of capabilities), merge this capability with the “Manage HR Knowledge Base” capability, etc.).	Fusion HCM Base Cloud Service	Yes	
HCM	HR Service Mgmt	2.2.4	Manage HR Metrics, Reporting, and Analytics	Generate ad hoc and or pre-scheduled HR reports and analysis on employee/employment and related data. Capitalize on data warehouse and associated self-service reporting capabilities. Includes ability to create customized reporting dashboards and visuals	Fusion HCM Base Cloud Service, Fusion HCM Analytics	Yes	
HCM	HR Service Mgmt	2.2.5	Manage HR Digital Documents	Manage the scanning, storage, processing and extraction of digital documents related to HR processes.	Fusion HCM Base Cloud Service	Yes	
HCM	HR Service Mgmt	2.2.6	Manage HR Policies and Procedures Guidance	Develop, manage and evaluate the policies, and procedures supporting HR service delivery and provide HR services and guidance to employees and/or managers on how to interpret HR policy.	Fusion Human Resources Help Desk Cloud Service	Yes	
HCM	Learning Mgmt	2.3.1	Manage Learning and Training	Create, implement, manage and evaluate programs for employee learning and design learning sessions on the basis of the needs and the availability of the skills within the organization. Learning programs can be computer-based, classroom, on-the-job training, etc. and are linked to performance management (e.g., tie performance to learning development). Learning extends to include activities and actions (e.g., read, viewed, attended) and often leverages 3rd party content.	Fusion Learning Cloud Service, Fusion Learning Connect Cloud Service	Yes	
HCM	Performance Mgmt	2.4.1	Manage Career Development, Goals, and Evaluations	Set goals and objectives, conduct performance reviews and self/manager appraisals, measure and track metrics against organizational goals, mission-critical priorities and achievements, and manage individual development plans.	Fusion Talent Management Cloud Service	Yes	
HCM	Performance Mgmt	2.4.2	Manage Skills, Qualifications, and Competencies	Capture and track an inventory of employee skills, qualifications, competencies, certifications, etc. and map them to the roles and employees and systematically create a plan to categorize, enhance and develop in line with employee life cycles.	Fusion Talent Management Cloud Service	Yes	
HCM	Performance Mgmt	2.4.3	Manage Succession Plans	Plan for future business needs and manage the organizational structure (e.g., management of positions and critical roles) to meet future needs, as well as plan for attrition for top-level talent. This serves as an input to the strategic workforce plan to provide the right mix of experienced and capable employees.	Fusion Talent Management Cloud Service	Yes	
HCM	Recruiting	2.5.1	Manage Recruitment	Determine and handle job/position requests/requirements, recruit or source the candidates as per the requests/requirements to fill a vacant position and if applicable, reallocate/promote a current employee, track an applicant’s progress through the application and process an applicant, as well as manage recruiting events and associated communications to talent pools.	Fusion Recruiting Cloud Service, Fusion Recruiting Booster Cloud Service	Yes	

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Func-tional Area	Module	Req #	Requirement	Requirement Description	Estimated Oracle SKU(s) - Subject to Validation	Included in Vendor Scope? (Yes/No)	SOW Update
HCM	Recruiting	2.5.2	Manage Hiring (selection)	Screen and select candidates, schedule and manage interviews of candidates, manage the extension of offers of employment to the most appropriate candidates, collect new hire documentation including background information, references and create the employee record.	Fusion HCM Base Cloud Service, Fusion Recruiting Cloud Service, Fusion Recruiting Booster Cloud Service	Yes	
HCM	Workforce Mgmtg	2.6.1	Manage Ethics and Compliance	Ensure policies are in compliance with State and Federal laws (e.g., EEO) and update accordingly including for external and internal policies related to Employment Equity, to include recruitment and promotion, compensation, working conditions, training, experience, harassment and dismissal. Additionally, manage all disability accommodations due to physical or mental impairment, collect and store documentation, and provide reasonable accommodations to meet compliance requirements for ADA.	Fusion Human Capital Management Base Cloud Service	Yes	
HCM	Workforce Mgmtg	2.6.2	Manage Workforce Equity (Diversity and Inclusion)	Manage and ensure fair treatment throughout the organization, provide equal access to opportunities to all employees, compose teams of individuals with diverse experience and encourage the organizational workforce to share perspectives across groups of people and integrate valuable input.	Fusion Human Capital Management Base Cloud Service	Yes	
HCM	Workforce Mgmtg	2.6.3	Manage Workforce Engagement	Manage critical aspects of the workforce to promote employee engagement. Specifically, recruitment and onboarding, evaluation and improvement, time management, assistance and task management, metrics and recognition, and voice of the employee.	Fusion Human Capital Management Base Cloud Service and Fusion Touchpoints Cloud Service	Yes	
HCM	Workforce Mgmtg	2.6.4	Manage Health and Safety	Manage workforce safety and prevention programs. Capture, track, and monitor quality and safety metrics against standards, manage communications between all stakeholders sharing status of an issue, identify and remediate potential and actual workplace hazards. Additionally, document and categorize worker's compensation incidents and manage the workers compensation programs including collection of claims, establishment of scope and cadence of claims, monitoring of claim progress, reporting of worker's compensation and ensuring communication and compliance.	Fusion Workforce Health and Safety Incidents Cloud Service	Yes	
HCM	Workforce Mgmtg	2.6.5	Support Labor Relations/Agreements	Collect, store, and manage all collective bargaining agreements, information requests and associated documentation, as well as measure and track compliance to collective agreements and provide guidance on how to interpret policy, collective agreements, etc.	Fusion Human Capital Management Base Cloud Service and Fusion Human Resources Help Desk Cloud Service	Yes	
HCM	Workforce Mgmtg	2.6.6	Manage Employee Complaints/Grievances	Collect, review, assess, track and handle the processing and review of workforce complaints and determine and approve resolutions, as well as ensure appropriate communications are provided to associated parties.	Fusion Human Resources Help Desk Cloud Service	Yes	
HCM	Workforce Mgmtg	2.6.7	Manage Disciplinary Actions	Set performance standards, identify problem behavior, measure and track employee performance against the identified standard, develop a corrective action plan for disciplinary issues, monitor progress and report on disciplinary trends in the workplace.	Fusion Talent Management Cloud Service and Fusion Human Resources Help Desk Cloud Service	Yes	

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Func-tional Area	Module	Req #	Requirement	Requirement Description	Estimated Oracle SKU(s) - Subject to Validation	Included in Vendor Scope? (Yes/No)	SOW Update
HCM	Reporting	2.7.1	Oracle Fusion HCM Analytics for Standard Reporting	Activate and configure the Oracle Fusion HCM Analytics sku to enable standard and comprehensive Human Resources reports expected to be available for State/County/Local government organizations, including requisition-to-hire reports, personnel/position change reports, attrition reports, age to retirement reports, benefit and COBRA reports, EEO reports, all with full drill down capabilities, and more	Fusion HCM Analytics	Yes	
HCM	Reporting	2.7.2	Self-Service Reporting Capabilities	Enable self-service tools such that County employees can easily build dashboards and ad hoc reporting on an as-needed basis	Fusion HCM Analytics	Yes	OTBI and FDI can be used as tool that can be used for self-service reporting
HCM	Reporting	2.7.3	Reporting Performance and Data Optimization	Ensure data models and pipelines are optimized for system performance and resource management	Fusion HCM Analytics	Yes	
OPS	Asset Mgmt	3.1.1	Manage Asset Maintenance and Transfers	Record the assets maintenance schedule, warranties and any movements of the asset between financial units and locations.	Fusion ERP Cloud Service, Fusion Supply Chain Execution Management Cloud Service	No	
OPS	Asset Mgmt	3.1.2	Manage Asset Under Construction	Capitalize the expenditure on new or existing assets (major repairs/overhauls) as the work continuously progresses.	Fusion ERP Cloud Service	Yes	Management of Asset under construction can be done in either Fixed Assets Module or in PPM. If done in PPM, once the asset is ready to be capitalized the Asset can be sent over to the Fixed Assets module for capitalization
OPS	Asset Mgmt	3.1.3	Retire and Dispose of Assets	Retire fully depreciated assets. Occasionally address gain or loss for assets (depending upon initial useful life entry).	Fusion ERP Cloud Service	Yes	
OPS	Contracts Mgmt	3.2.1	Manage Contract Lifecycle (incl. Cycle Time)	Continuously monitor contract status, expiration / milestone dates throughout the contract cycle with alerts and reports/dashboards, including renewals, change orders, and amendments.	Fusion Procurement Cloud Service	Yes	
OPS	Grants Mgmt	3.3.1	Manage Award & Oversight	Grantor: Evaluation and determination of awards, communication with Grantee, acceptance and signature of grant award, detect duplication applications, fraud detection, and grant/program amendments. Grantee: Setup awarded grant (receipt and control). Notification from Grantor on application status/award	Fusion ERP Cloud Service	Yes	Pre-Grant award and approval functionality is not available in Fusion ERP and will not be implemented.
OPS	Grants Mgmt	3.3.2	Manage Administration & Performance	Grantor: Periodic report intake, risk assessment/dashboard reporting, periodic report assessment, validation of payments/withdrawal of funds, payment profiling, and initiate/authorize payment/refunds. Grantee: Amendments to personnel, timeframe, and budget, track information on subgrantees or partners, budget management, project management, dashboards on KPI, justify and request Grant disbursements, validate payments, and payment profiling.	Fusion ERP Cloud Service	Yes	Grantee award setup available. Subgrantee functionality and management is not available in Fusion ERP. Grantor functionality is not available in Fusion ERP. County has option to use standard functionality in Contracts and AP to address some requirements.
OPS	Grants Mgmt	3.3.3	Manage Grant Tracking and Reporting	Track multiple grants funding a single project, multiple projects, and/or subawards. Track grants across multiple years. Generate required year-end financial reports including the Schedule of Expenditure of Federal Awards, and State Schedule 16.	Fusion ERP Cloud Service	Yes	Grants Management functionality for tracking. SEFA and State Schedule 16 are custom build reports.
OPS	Grants Mgmt	3.3.4	Manage Audit & Close	Grantor: Final reconciliation of funds, closure of grant agreements Grantee: Initiation of final payment/refund, final reconciliation of funds, closure of grant agreements.	Fusion ERP Cloud Service	Yes	No Grantor functionality in Fusion ERP, reports payments and reconciliation available as Grantee.

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Func-tional Area	Module	Req #	Requirement	Requirement Description	Estimated Oracle SKU(s) - Subject to Validation	Included in Vendor Scope? (Yes/No)	SOW Update
OPS	Project Mgmt	3.4.1	Demand Intake, Prioritization and Selection	The standardized process used by project management offices (PMOs) to collect, evaluate, and decide on incoming project requests or new initiatives. It involves requisition, assessment, and acceptance, as well as prioritizing projects based on strategic alignment and resource allocation	Oracle Fusion Enterprise Resource Planning Cloud Service	Yes	This is not standard functionality. There is no process for requesting projects. Project portfolio management has been a custom or third party application that integrates to the project creation process.
OPS	Project Mgmt	3.4.2	Project and Time Management	Involves analyzing work, developing a timeline, and ensuring project completion within a predefined schedule. It includes defining activities, sequencing tasks, estimating resources, and controlling the project schedule throughout its life cycle	Oracle Fusion Enterprise Resource Planning Cloud Service	Yes	Can be handled with financial task structure. Does not need PEM and WBS setups.
OPS	Project Mgmt	3.4.3	Resource Management and Allocation	Involves the process of identifying and assigning the right resources—such as material, equipment, financial, or human resources—to specific project tasks in order to meet project objectives.	Oracle Fusion Enterprise Resource Planning Cloud Service	Yes	Resources are assigned to tasks in financial setup.
OPS	Project Mgmt	3.4.4	Resource Capacity Planning and Modeling	Predicts the gap between future demand and workforce capacity to identify the shortfall/excesses of resources. It enables proactive development of a resource capacity plan, ensuring optimal utilization of every resource before project initiation	Oracle Fusion Enterprise Resource Planning Cloud Service	Yes	Project Resource Management can be implemented to give capacity planning but requires full implementation of HCM and setup of employee records with skills, certifications, and job classes to understand the shortfalls of resources.
OPS	Project Mgmt	3.4.5	Portfolio Reporting	Refers to the process of analyzing and reporting on the value and progress of a collection of projects managed collectively to achieve strategic objectives. It typically includes tracking project status, resource allocation, and progress toward organizational goals	Oracle Fusion Enterprise Resource Planning Cloud Service	Yes	Customer reporting with Classifications/DFF setups to group projects
OPS	Project Mgmt	3.4.6	Collaboration and Social Networking	Involves planning, coordinating, controlling, and monitoring projects across departmental, corporate, and national boundaries. It facilitates teamwork and ensures successful project execution, especially as projects grow in complexity	Oracle Fusion Enterprise Resource Planning Cloud Service	Yes	Team member tasks assigned and updates available to the team through the dashboards.
OPS	Project Mgmt	3.4.7	Program Management	An organizational function that oversees a group of individual projects linked together through a shared organizational goal or common area of impact. This programmatic grouping of multiple projects provides synergy, consistent management, and greater visibility to stakeholders than individually managed projects	Oracle Fusion Enterprise Resource Planning Cloud Service	Yes	This can be accomplished through Program management or through customer reporting.
OPS	Project Mgmt	3.4.8	Reporting and Analytics	Project Reporting involves collecting and distributing performance information, including status reports, progress measurements, and forecasts. On the other hand, Project Analytics focuses on exploring and interpreting data or reports to glean valuable insights into trends and decision-making	Oracle Fusion Enterprise Resource Planning Cloud Service	Yes	Customer reporting based on attributes of the projects.
PAY	Payroll	4.1.1	Manage Payroll	Allows for setup of payroll structure and pay periods for multiple entities; definition to be determined by individual EIN, group, or junior taxing district. Supports unlimited rule based pay codes including formulas and fixed amounts. System must be configurable to satisfy requirments established within multiple bargained union contracts.	Fusion Payroll Cloud Service for U.S., Fusion ERP Cloud Service	Yes	

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Func-tional Area	Module	Req #	Requirement	Requirement Description	Estimated Oracle SKU(s) - Subject to Validation	Included in Vendor Scope? (Yes/No)	SOW Update
PAY	Payroll	4.1.2	Manage Payroll Deductions, Taxes, Garnishments, and 3rd Party Filings	Supports unlimited deductions and contributions. Calculate gross to net pay to determine multiple different values for withholding taxes, health insurance, retirement contributions (Washington State Department of Retirement Systems) and voluntary benefits, process salaries, file employment taxes, manage third party deductions and filings. Ability to report on all IRS requirements including W2 and self insured 1094/1095.	Fusion Payroll Cloud Service for U.S., Fusion ERP Cloud Service	Yes	
PAY	Payroll	4.1.3	Process Payroll Payments	Support semi-monthly pay cycle for multiple EIN's from internal and external timecard files. Prepare accurate employee and vendor payments (Direct Deposit, warrants/checks, EFT). Processing includes tracking time and calculating/tracking accruals for unlimited time codes. Also includes calculating the correct number of overtime hours worked per week, given the County's semi-monthly payroll schedule, and in accordance with FLSA requirements.	Fusion Payroll Cloud Service for U.S., Fusion ERP Cloud Service	Yes	
PAY	Payroll	4.1.4	Payroll Data Retention	Supports ability to retain and archive payroll data in compliance with various applicable regulatory frameworks, including among others the Washington State Department of Retirement Systems.	Fusion Payroll Cloud Service for U.S., Fusion ERP Cloud Service	Yes	
PAY	Payroll	4.1.5	Payroll Error Handling	Enable system-handling of common errors during the normal operations of time tracking and payroll, including: time entry errors, job cost miscoding, retroactive pay calculations, underpaid and overpaid wages, and whether central payroll teams can override an automated calculation if the employee pay is incorrect. Includes errors are recorded, approved, and associated back to the initial pay period when the error(s) occurred.	Fusion Payroll Cloud Service for U.S., Fusion ERP Cloud Service	Yes	
PAY	Time Keeping	4.2.1	Manage Time and Attendance	Capture, monitor and assess employee labor hours, by task or project, and manage time approvals. Time and attendance generates, maintains, and archives important inputs to payroll and compliance information. Employee self service and online/remote access options.	Fusion Time and Labor Cloud Service	Yes	
PAY	Time Keeping	4.2.2	Manage Absence/Leave	Manage and execute the procedures associated with requesting, approving, tracking and computing leave / time off from work (e.g., computing an employee's leave balance against their annual quota). Also includes Family and Medical Leave Act (FMLA) compliance.	Fusion HCM Base Cloud Service, Fusion Time and Labor Cloud Service	Yes	
PUR	Bid Mgmt	5.1.1	Develop & Post Solicitations	Author solicitations using templates and content, send out drafts through defined approval workflow levels. Facilitate search / retrieval of solicitation samples/templates through a centralized repository.	Fusion Procurement Cloud Service	Yes	
PUR	Bid Mgmt	5.1.2	Access Solicitation Documents	Provide offerors self-service access to solicitation documents internally and externally per defined access controls and authoring rights.	Fusion Procurement Cloud Service	Yes	
PUR	Bid Mgmt	5.1.3	Receive Vendor Proposals	Provide the capability for Vendors to electronically respond to predefined solicitation templates, store Vendor proposals and enable Vendors to provide electronic responses.	Fusion Procurement Cloud Service	Yes	
PUR	Bid Mgmt	5.1.4	Evaluate & Award Solicitations	Provide the ability to electronically score solicitation responses based on defined parameters and evaluation criteria.	Fusion Procurement Cloud Service	Yes	

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Func-tional Area	Module	Req #	Requirement	Requirement Description	Estimated Oracle SKU(s) - Subject to Validation	Included in Vendor Scope? (Yes/No)	SOW Update
PUR	Bid Mgmt	5.1.5	Manage Solicitation Protests	Provide the analytics capability to aggregate scoring and defend award decisions. Monitor compliance of Vendors' protesting awards to deadlines. Provide the capability to initiate and respond to protests.	Fusion Procurement Cloud Service	Yes	
PUR	Bid Mgmt	5.1.6	Communicate with Vendor Community	Provide the capability to receive and distribute communications to Vendor community electronically for a specific solicitation, general communication and/or specific groups of Vendors (e.g., addendums, pre-bid meetings, job walks).	Fusion Procurement Cloud Service	Yes	
PUR	Bid Mgmt	5.1.7	Support Vendor Questions & Answers (Q&A)	Provide the ability for Vendors to ask questions directly for specific solicitations and review published answers.	Fusion Procurement Cloud Service	Yes	
PUR	Spend Mgmt	5.2.1	Analyze Spend	Aggregate, explore/drill down, and report on award, order, and spend data at item and vendor levels across legal entities.	Fusion ERP Analytics and/or SCM Analytics	Yes	Some of these analytics may require SCM Analytics which is currently not in scope. The portion of standard out of the box analytics for procurement that are included in ERP Analytics will be enabled
PUR	Spend Mgmt	5.2.2	Manage Categories	Define categories for award, order, and spend analysis and reporting based on defined business rules.	Fusion ERP Analytics and/or SCM Analytics	Yes	Some of these analytics may require SCM Analytics which is currently not in scope. The portion of standard out of the box analytics for procurement that are included in ERP Analytics will be enabled
PUR	Spend Mgmt	5.2.3	Plan Acquisitions	Apply analyzed historical award, order, and spend data in order to plan and forecast needs for upcoming procurements / acquisitions.	Fusion ERP Analytics and/or SCM Analytics	Yes	Some of these analytics may require SCM Analytics which is currently not in scope. The portion of standard out of the box analytics for procurement that are included in ERP Analytics will be enabled
PUR	Spend Mgmt	5.2.4	Create and Approve Requisitions	Develop, submit and approve requests for goods and services, and define the specific parameters to drive the sourcing of these requests (price, vendor, quantity, etc.).	Fusion Procurement Cloud Service	Yes	
PUR	Spend Mgmt	5.2.5	Create and Approve POs	Generate and approve the contractually binding documents with suppliers in compliance with procurement policies and statutes	Fusion Procurement Cloud Service	Yes	
PUR	Spend Mgmt	5.2.6	Receive Goods and Services	Receipt of goods by warehouse or services via vendor invoice Create material /service receipts in order to update the inventory / service fulfillment and then receive invoice receipt to be received and validated.	Fusion Procurement Cloud Service, Fusion Supply Chain Execution Management Cloud Service	Yes	
PUR	Spend Mgmt	5.2.7	Manage Corporate Cards	Manage the issuance, usage, payment, and compliant use of Corporate cards to procure approved goods and services. Includes limits and delegation of specific cards for different spend thresholds.	Fusion ERP Cloud Service	Yes	
PUR	Spend Mgmt	5.2.8	Receive Invoices	Ingest the invoiced goods/services received from various sources (e.g., paper based, EDI, email) to initiate the matching and approval process.	Fusion ERP Cloud Service	Yes	
PUR	Supplier Mgmt	5.3.1	Manage Supplier Master Data	Manage the entry and update of required Vendor information, including the definition / enforcement of access controls, classification of vendors, approvals for updates, and sufficient edits to prevent duplicates.	Fusion ERP Cloud Service	Yes	

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Functional Area	Module	Req #	Requirement	Requirement Description	Estimated Oracle SKU(s) - Subject to Validation	Included in Vendor Scope? (Yes/No)	SOW Update
PUR	Supplier Mgmt	5.3.2	Measure Supplier Performance	Provide analytical capability to aggregate raw award, order, and spend data to generate performance metrics by Vendor and cross-compare performance across Vendors. Includes evaluation of vendor performance.	Fusion ERP Analytics and/or SCM Analytics	Yes	Some of these analytics may require SCM Analytics which is currently not in scope. The portion of standard out of the box analytics for procurement that are included in ERP Analytics will be enabled
PUR	Supplier Mgmt	5.3.3	Manage Supply Base	Manage existing and proactively identify sources for future procurements across the existing base of suppliers.	Fusion Procurement Cloud Service	Yes	
PUR	Supplier Mgmt	5.3.4	Manage Supplier Collaboration	Facilitate the interaction between vendors as well as the procurement team that provides visibility to all related parties.	Fusion Procurement Cloud Service	Yes	
PUR	Supplier Mgmt	5.3.5	Facilitate Supplier Onboarding	Upon finalization of contract, collecting vendor information, setting up new vendors, training vendors where necessary, potentially providing access to the necessary information including credentials for logging into the IT systems to perform the contractual obligations.	Fusion Procurement Cloud Service	Yes	
PUR	Supplier Mgmt	5.3.6	Track Supplier Compliance	Provide the ability to monitor and report on Vendor(s) compliance with organization's policies and statutes.	Fusion Procurement Cloud Service	Yes	
PUR	Supplier Mgmt	5.3.7	Manage Supply Risks	The actions the organization takes to mitigate and reduce potential risks with Vendors. Also includes monitoring and reporting levels of risk exposure.	Fusion Procurement Cloud Service	Yes	

Data Processing Addendum

This Data Processing Addendum (DPA) and its applicable DPA Exhibits apply to the Processing of Personal Data by IBM on behalf of Client (Client Personal Data) in order to provide services (Services) pursuant to the Agreement between Client and IBM. This DPA is incorporated into the Agreement and the DPA Exhibits for each Service will be provided in the applicable Transaction Document (TD). In the event of conflict, the DPA Exhibit prevails over the DPA which prevails over the rest of the Agreement.

Capitalized terms used have the meanings given below.

Controller means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of Processing Personal Data.

Data Subject means a natural person who can be identified, directly or indirectly.

Data Protection Laws means all legislation and regulations applicable to the Processing of Personal Data under the Agreement.

Non-Adequate Countries means countries not providing an adequate level of data protection pursuant to Data Protection Laws or a decision of a Supervisory Authority.

Personal Data means any information relating to a Data Subject.

Personal Data Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Client Personal Data.

Process or **Processing** means any operation or set of operations performed on Client Personal Data, including storage, use, access and reading.

Processor means a natural or legal person which Processes Client Personal Data on behalf of Client.

Subprocessor means any other Processor IBM engages to Process Client Personal Data.

Supervisory Authority means an independent public authority responsible for monitoring the application of the applicable Data Protection Laws.

1. Processing

1.1 Client is either (a) a Controller of Client Personal Data; or (b) a Processor acting on behalf of other Controllers and has been instructed by and obtained the authorization of the relevant Controller(s) for the Processing of Client Personal Data by IBM as Client's subprocessor. Client appoints IBM as Processor to Process Client Personal Data. If there are other Controllers, Client will identify and inform IBM if required by the applicable Data Protection Laws.

1.2 A list of categories of Data Subjects, types of Client Personal Data and Processing activities is set out in the applicable DPA Exhibit for each Service. The duration of the Processing corresponds to the duration of the Service. The purpose and subject matter of the Processing is the provision of the Service as described in the Agreement.

1.3 IBM will Process Client Personal Data to provide and secure the Service according to Client's documented instructions or as otherwise set out in the Agreement. The scope of Client's instructions for the Processing of Client Personal Data is defined by the Agreement, and, if applicable, by Client's use of the features of the Service.

When providing Services, IBM will not further combine, use, retain or disclose Client Personal Data outside of the direct business relationship between IBM and Client or for any purpose other than to perform the Services and business purposes specified in the Agreement. IBM will not sell or share Client Personal Data as required by the applicable Data Protection Laws.

1.4 Client may provide further instructions regarding the Processing of Client Personal Data (Additional Instructions) as described in Section 10.2 and IBM will use commercially reasonable efforts to follow them.

If IBM notifies Client that an Additional Instruction is not feasible or that IBM can no longer meet its obligations as Processor, the parties shall work together to find an alternative. If IBM notifies Client that no alternative is feasible, Client may terminate the affected Service, in accordance with the Agreement. If IBM believes an instruction violates the applicable Data Protection Laws, IBM will notify Client, and may suspend the performance of such instruction until Client has modified or confirmed its lawfulness in documented form.

1.5 Client shall serve as a single point of contact for IBM and exercise any rights of other Controllers on their behalf, obtaining necessary permissions. IBM is discharged from informing or notifying other Controllers when IBM has informed or notified Client. IBM will also serve as a single point of contact for Client for its obligations as a Processor under this DPA.

1.6 Each party will comply with its respective obligations under the applicable Data Protection Laws for the processing of Client Personal Data and is responsible for determining the requirements of laws or regulations applicable to its own business. Client will not use the Services in a manner that would violate applicable Data Protection Laws.

2. Technical and Organizational Measures

Client and IBM agree that IBM will implement and maintain the technical and organizational measures set forth in the applicable DPA Exhibit (TOMs) which ensure a level of security appropriate to the risk for IBM's scope of responsibility. TOMs are subject to technical progress and further development. Accordingly, IBM reserves the right to modify the TOMs provided that the functionality and security of the Services are not degraded.

3. Data Subject Rights and Requests

IBM will notify Client of Data Subjects requests addressed directly to IBM, where the Data Subject has provided information to identify Client. If not, IBM will direct the Data Subject to Client. Client shall be responsible to handle such requests with IBM providing reasonable assistance under Section 10.2.

4. Third Party Requests and Confidentiality

4.1 IBM will not disclose Client Personal Data to any third party, unless authorized by the Client or required by law. If a government or Supervisory Authority demands access to Client Personal Data:

a. IBM will notify Client of such request to enable Client to take all necessary actions to communicate directly with the relevant authority and respond to such request.

b. If IBM is prohibited by law to notify Client of such request, it will make best reasonable efforts to challenge such prohibition and it commits to providing the minimum amount of information permissible when responding, based on a reasonable interpretation of the order.

c. IBM will provide to Client general information relative to any such request received from a government or Supervisory Authority during the preceding 12-month period.

4.2 IBM requires all of its personnel authorized to Process Client Personal Data to commit themselves to the requirements of this section.

5. Audit

Subject to the appropriate confidentiality and Section 10.2, IBM shall allow for, and contribute to, audits conducted by Client or another auditor mandated by Client, who shall be not a direct competitor of IBM, including inspections to the extent required by the applicable Data Protection Laws, in accordance with the following procedures:

a. IBM will provide Client or its mandated auditor with the most recent certifications and/or summary audit report(s), which IBM has procured to regularly test, assess and evaluate the effectiveness of the TOMs.

b. IBM will reasonably cooperate with Client by providing available additional information concerning the TOMs, to help Client better understand such TOMs.

c. If further information is needed by Client to comply with its own or other Controllers audit obligations or a competent Supervisory Authority's request, Client will inform IBM in writing to enable IBM to provide such information or to grant access to it.

d. To the extent it is not possible to otherwise satisfy an audit right mandated by applicable law or expressly agreed by the Parties, only legally mandated entities (such as a governmental regulatory agency having oversight of Client's operations), Client or its mandated auditor may conduct an onsite visit of the IBM facilities used to provide the Service, during normal business hours and only in a manner that causes minimal disruption to IBM's business, subject to coordinating the timing of such visit in order to reduce any risk to IBM's other customers.

6. Return or Deletion of Client Personal Data

Upon termination or expiration of the Agreement IBM will either delete or return Client Personal Data in its possession as set out in the respective DPA Exhibit, unless otherwise required by applicable law.

7. Subprocessors

7.1 Client authorizes the engagement of the Subprocessors listed in the respective DPA Exhibit. IBM will notify Client in advance of any addition or replacement of the Subprocessors, as reported in the applicable DPA Exhibit or in the Agreement. Within 30 days after IBM's notification, Client may object in writing stating specific reasons and possible mitigations, if any. If Client does not object within such period, the Subprocessor may process Client Personal Data. IBM shall impose substantially similar but no less protective data protection obligations as set out in this DPA on any approved Subprocessor prior to the Subprocessor initiating any Processing of Client Personal Data.

7.2 If Client reasonably objects to a Subprocessor and IBM cannot reasonably accommodate the objection, IBM will notify Client. Client may terminate the affected Services, otherwise the parties shall cooperate to find a feasible solution in accordance with the dispute resolution process, as set out in the Agreement, if applicable.

8. Transborder Data Processing and Country Required Terms

8.1 In the case of a transfer of Client Personal Data to Non-Adequate Countries, the parties shall cooperate to ensure compliance with the applicable Data Protection Laws by relying on the Transborder Data Processing document available at https://www.ibm.com/support/customer/csol/terms/?id=Z126-8005 or this DPA, as applicable. If Client believes the measures are not sufficient to satisfy the legal requirements, Client shall notify IBM and the parties shall work together to find an alternative.

8.2 Depending on the applicable Data Protection Laws, the parties can be subject to additional country required terms available at https://www.ibm.com/support/customer/csol/terms/?id=Z126-8005 (Country Required Terms).

9. Personal Data Breach

IBM will notify Client without undue delay after becoming aware of a Personal Data Breach with respect to the Services. IBM will promptly investigate the Personal Data Breach if it occurred on IBM infrastructure or in another area IBM is responsible for and will assist Client as set out in Section 10.

10. Assistance

10.1 IBM will assist Client by technical and organizational measures for the fulfillment of Client's obligation to comply with Data Subjects rights, security of Processing, Personal Data Breach notification and data protection impact assessment, including prior consultation with the responsible Supervisory Authority, if required, taking into account the nature of the processing and the information available to IBM.

10.2 Client will make a written request for any assistance, or any Additional Instructions, under this DPA. The parties shall reasonably cooperate to find a feasible solution in accordance with the Agreement.

The provisions set forth in the EU Data Act Terms apply to:

1. the access to and use of Product Data and Related Services Data ("Data") (Section 1. Data Access and Use); and

2. the Switching process between Data Processing Services (Section 2. Switching Data Processing Services)

in accordance with REGULATION (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on the harmonized rules on fair access to and use of data ("Data Act").

The EU Data Act Terms are incorporated into the Agreement and in the event of a conflict, their provisions prevail over the rest of the Agreement.

Capitalized terms not defined in the EU Data Act Terms have the meanings given to them in the Data Act and the Agreement.

1. Data Access and Use

1.1. Information Relating to Data

IBM provides information about the Data required to be provided to Client under Article 3 of the Data Act on the applicable IBM Documentation page labeled "EU Data Act" (the "Data Information Page").

1.2. IBM Use

Client agrees that IBM may use the Data for the purposes of: performing the Agreement; monitoring, supporting and maintaining the IBM Machine or Services; improving the performance or function of any product or service offered by IBM; assisting Client with planning; developing new features, functions, or products or services offered by IBM; and aggregating Data with other data and creating derived data for any lawful purpose. Client agrees that IBM may use the Data to assess claims related to the above purposes. Client agrees that IBM may share the Data with third parties under contract with IBM only for the above purposes.

1.3. Data Access by Client

a. IBM will make the Data accessible to Client in accordance with the Data Act. The means by which Client can access the Data is set forth on the Data Information Page.

b. IBM may unilaterally change Data specifications or the way Data can be accessed. Changes may include, but are not limited to, technical modification of any delivery method, the IBM Machine or Related Service. Client may be required to agree to additional contract terms or other protective measures. IBM will provide Client with reasonable notice of such changes on the Data Information Page.

2. Switching Data Processing Services

2.1. Client may, subject to Client's payment obligations under the Agreement, terminate the Agreement by initiating the Switching in accordance with the terms described herein.

2.2. To initiate the Switching, Client shall submit a written notice at least two (2) months in advance. For submitting the notice Client will use the established communication channels, such as the Cloud Services portal or by opening a Service Support Case. Upon expiration of the notice period, the parties shall enter into a transitional period of thirty (30) calendar days to discuss the details of the Switching. Following the transitional period, a retrieval phase of thirty (30) calendar days shall commence.

2.3. Within fourteen (14) working days of Client initiating the Switching IBM may notify Client in writing that the transitional period is technically unfeasible and indicate an alternative transitional period, which shall not exceed seven (7) months.

2.4. Upon written notice from Client to be provided to IBM, Client may request IBM to extend the transitional period once during the Switching, as soon as practicable.

2.5. Within the notice period, Client shall notify IBM without undue delay of its intention to perform one or more of the following actions: (a) switch to a Data Processing Service provided by another provider with related information, or (b) port its Exportable Data and Digital Assets to an on-premises ICT infrastructure or (c) erase its Exportable Data and Digital Assets.

2.6. IBM shall inform Client of the categories of data and Digital Assets (if any) that will be ported during the Switching, including those data that are not portable due to the exemption under the Data Act.

2.7. IBM shall support Client's exit strategy by providing relevant information, also related to continuity risks, and reasonable assistance, including by maintaining business continuity and adherence to IBM Data Security and Privacy Principles (DSP) throughout the Switching.

2.8. The Agreement is intended terminated when: (a) the Switching is successfully complete or (b) when Client indicates during the notice period that Client does not wish to switch, but to erase its Exportable Data and Digital Assets. IBM will notify Client accordingly.

2.9. IBM will delete all Exportable Data and Digital Assets in accordance with the provisions set forth in the" Deletion and Return of Content" section of the relevant Data Sheet(s).

Appendix 8

Statement of Work

for

Optional IBM Rapid Testing for Oracle Cloud

Prepared for

Snohomish County, WA

for

Enterprise Resource Planning System and Implementation

Table of Contents

IBM Rapid Testing for Oracle Cloud

This Statement of Work ("SOW" subject to the Agreement for Professional Services (the "Agreement") between Snohomish County (the "County") and IBM Consulting Services ("IBM"). If there is a conflict between the terms of this SOW and the Agreement, the terms of the SOW will prevail over the terms of the Agreement for the purposes of the Services provided hereunder. This SOW describes the IBM Rapid Testing for Oracle Cloud Solution ("Cloud Solution" or "Solution") IBM will use in execution of the test automation services that will be provided by IBM to Client in support of its Oracle Fusion Cloud applications. Client means and includes the company, its authorized users or recipients of the Cloud Solution for Client's own business processing needs unless expressly agreed in a separate writing by IBM. Client's customers are not third-party beneficiaries under the Agreement or this SOW.

1. Cloud Solution Overview and Features

IBM Rapid Testing for Oracle Cloud ("RTOC") Solution provides automated testing services for monthly and quarterly upgrade maintenance patches deployed by Oracle for clients who are in the process of implementing or have gone live with Oracle Fusion Cloud applications including ERP (Enterprise Resource Planning), HCM (Human Capital Management), EPM (Enterprise Performance Management), SCM (Supply Chain Management), CX (Customer Experience) and OIC (Oracle Integration Cloud).

The Cloud Solution will be performed by IBM in a dedicated cloud environment using computing resources from IBM.

Client's identification of the number of test scripts and patch testing cadence to be provided by IBM using the Solution, the Charges, and other aspects of the Cloud Solution, are captured in this SOW.

2. Cloud Solution Scope

IBM Solution will primarily constitute the following two phases for each Oracle Fusion Cloud application undergoing test automation:

Phase One: Test automation development and deployment; and

Phase Two: Test automation execution and maintenance

IBM will conduct these phases via its RTOC subscription services offering as per the scope and schedule identified below.

2.1 Scope of Work

- Test automation development and deployment for up to five hundred fifty (550) test scripts across Oracle Fusion Cloud ERP, HCM and EPM applications, which IBM will implement and make available in Client's production environment. An estimated list of modules that will be provided by IBM via RTOC subscription services is shown below.

Table 1 - RTOC Module Scope Across Oracle Fusion Cloud Implementation Phases	
Oracle Fusion Cloud Application	**Modules**
Enterprise Resource Planning (ERP)	• General Ledger • Accounts Payable • Accounts Receivable • Cash Management • Expense • Fixed Asset • Procurement • Sourcing • Inventory Management
Human Capital Management (HCM)	• Core HR • Payroll • Time Management • Absence Management • Benefits • Compensation • Self Service HR • Oracle Recruiting Cloud
Advanced HCM	• Talent Management
Enterprise Performance Management (EPM)	• Planning and Budgeting

- Quarterly patch test planning, automated test scripts execution, failure analysis and results reporting for in-scope Cloud ERP and HCM automated test scripts.
- Monthly patch test planning, automated test scripts execution, failure analysis and results reporting for in-scope Cloud EPM automated test scripts.

2.2 IBM Responsibilities – RTOC Subscription Services

Table 2 – RTOC Phase One and Phase Two Services Coverage	
RTOC Service Type	**Associated Tasks**
Project Planning	• Test automation project planning and kick-off • Assessment of test scripts under test automation consideration. • Assessment of test scripts documentation details including navigation steps, test users, login credentials, test data, verifications required, and expected outcomes
Test Automation Environment Provisioning,	• Provisioning, configuration, hosting, and administration of virtual test machines to be used for test automation development.

Table 2 – RTOC Phase One and Phase Two Services Coverage	
RTOC Service Type	**Associated Tasks**
Setup and Automated Scripts Development	• Installation and configuration of RTOC test automation tools and framework components • Assessment of Oracle Cloud test instances (non-production), test roles, test users, pre-requisite test data and test script steps • Test Automation development and deployment for regression testing
Patch Testing Planning, Automated Test Scripts Execution & Results Reporting	• Upgrade patch testing cycle planning • Conduct assessment of Oracle Cloud test (non-production) instance, test users and test data as required by automated test scripts. • Conduct test automation execution pre-requisites check and dry run. • Execute automated test scripts as part of the in-scope Oracle Cloud patch testing cycles • Provide test execution status, test run results report. • Conduct failure analysis for automated test scripts and provide defect reports. • Retest resolved issues uncovered as part of the in-scope Oracle Cloud maintenance and upgrade patches testing cycles
Ongoing Support & Maintenance	• Conduct test automation dry runs and fix/update automated test scripts as preparation and pre-requisite to the planned test cycles execution • Provide ongoing support and maintenance of in-scope automated test scripts • Provide ongoing support and maintenance of RTOC service delivery components • Provide monthly patch test planning, automated test scripts execution, failure analysis and results reporting for in-scope Cloud EPM automated test scripts. • Provide quarterly patch test planning, automated test scripts execution, failure analysis and results reporting for in-scope Cloud ERP, HCM, SCM, CX and OIC automated test scripts.

2.3 Solution Deliverables

The following deliverables are provided to Client point of contact as part of the RTOC Solution Services:

2.3.1 Project Materials/Type I Material

Phase One Deliverables

a. Automated test scripts list – this will identify the list of test scripts under test automation consideration.

   One (1) copy of this material in MS Excel format will be provided by IBM to Client's point of contact after completion of Test Automation Planning activity.

b. Test automation scripts development unit testing result files – each automated test script under scope will be unit tested by IBM.

   One (1) set of unit testing result files per automated test script will be provided by IBM to Client's point of contact after the completion of test automation development and deployment activities.

Phase Two Deliverables

a. Quarterly patch testing plan – this plan will document all the activities that will be conducted by IBM as part of the planned quarterly patch testing cycles.

   One (1) copy of this material in MS Excel format will be provided by IBM to Client's point of contact after completion of Test Planning, Automated Test Scripts Execution & Results Reporting activity.

b. Test execution status reports - provide an overview of the progress and outcomes of automated patch testing activities.

One (1) copy of this material in an E-mail format will be provided by IBM to Client's point of contact after completion of Test Planning and Automated Test Scripts Execution activities.

c. Regression defect reports – document detailing an issue where a feature that previously worked has stopped working or is not functioning as expected after the application of the maintenance patch by Oracle.

   One (1) copy of this material in MS Word format will be provided by IBM to Client's point of contact after completion of Automated Test Scripts Execution and Failure Analysis activities.

d. Test automation execution results summary – this provides a snapshot of the entire test automation execution coverage and includes key testing metrics such as module, test script that got executed, test script description, business role being used, timestamp and pass/fail results.

   One (1) copy of this material in MS Excel format will be provided by IBM to Client's point of contact after completion of Automated Test Scripts Execution activity.

e. Test automation execution results in Word documents format for each executed script.

   One (1) copy of this material in MS Word format will be provided by IBM to Client's point of contact after completion of Test Planning, Automated Test Scripts Execution & Results Reporting activities.

f. Test automation execution results in Video format for each executed script will be provided by IBM to the Client's point of contact after completion of Test Planning, Automated Test Scripts Execution & Results Reporting activities.

For the avoidance of doubt, Project Materials/Type I Materials are works of authorship IBM develops for Client under this SOW, and Client will own the copyright in Project Materials/Type I Materials. IBM retains an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works of Project Materials/Type I Materials. Any Project Materials/Type I Materials that are specifically generated for County as part of the activities identified in the solution scope of this document will be excluded.

2.4 Key Assumptions

This SOW and IBM's estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed by the parties through the change order process as defined and outlined in **Appendix 4 – Project Change Control Process**. and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms. If an assumption deviation is not resolved through the change order process as defined and outlined in **Appendix 4 – Project Change Control Process**. within thirty (30) days, then the issue will be resolved in accordance with the Escalation Procedure.

a. Test automation services will be delivered by IBM using IBM proprietary RTOC test automation platform, which is hosted on IBM's AWS Cloud.

b. Automated test scripts will be designed, developed, executed, and maintained by IBM only in non-production Oracle Cloud test environments provided by the Client.

c. IBM's proprietary code related to any of RTOC hosting environments, service delivery tools, framework components and automated test scripts will not be provided to Client or deployed on their internal network infrastructure.

d. Any additional RTOC test automation services for Oracle Cloud applications and modules not within the initially defined scope will be estimated by IBM separately via the change order process as defined and outlined in **Appendix 4 – Project Change Control Process**..

e. Any test scripts that may be identified as not feasible for automation will be excluded from RTOC consideration.

2.5 Project Staffing Roles & Responsibilities

During the course of the RTOC engagement with Client, the following resources will be staffed from the IBM RTOC team and will work closely with IBM implementation and support team project managers including Client Project Management Office (PMO) team to coordinate various test automation planning, development, execution and maintenance activities.

- **RTOC Engagement Manager (EM)** – RTOC EM can be contacted for any major issues or escalations related to RTOC service deliverables and for any scope-related changes or queries from Client.

- **RTOC Service Delivery Manager (SDM)** – This is the single IBM point of contact for Client to ask any questions or clarifications needed on any of the RTOC services and deliverables and will coordinate and manage the technical activities of the RTOC Lead and RTOC Automation Consultants
- **RTOC Lead** – This IBM staff is responsible for executing on the RTOC deliverables as per the established timelines and work closely with the RTOC SDM in onshore.
- **RTOC Automation Consultants** – This IBM team of two to four members will work closely with RTOC lead to execute on the RTOC development, execution, and maintenance activities throughout the course of the project.

The following table outlines the roles and responsibilities during the delivery of automated RTOC subscription services.

Table 3 – RTOC Phase One and Phase Two Roles and Responsibilities

Activity	IBM RTOC Team	Client
Test automation project planning, onboarding, and kick-off	Lead	Assist
Phase One - Test automation development and deployment		
Identify list of test scripts under test automation consideration for Oracle Cloud application modules in scope and currently available in production	Lead	Review
Assess test scripts documentation details including test users, business roles, navigation steps, test data, verifications required, and expected outcomes	Lead	Assist
Virtual test machines provisioning, hosting, and administration	Lead	N/A
Installation and configuration of test automation tools and framework components	Lead	N/A
Identify and provide test automation instance (non-prod), test users, business roles, login credentials	Review	Lead
Test automation development and deployment for regression testing	Lead	N/A
Phase Two - Test automation execution and maintenance		
Prepare and share Test Plan	Lead	Review
Execute automated test scripts as part of planned Oracle Cloud patch testing cycles	Lead	N/A
Provide test execution status report to project stakeholders	Lead	Review
Provide test run results and metrics for each automation run	Lead	Review
Conduct automated test scripts failure analysis	Lead	Assist
Provide defect reports for regression issues identified during the two weeks patch testing window provided by Oracle	Lead	Review
Retesting of resolved issues that were identified during the 2-week patch testing window provided by Oracle	Lead	Assist
Ongoing maintenance and support of existing set of in-scope automated test scripts	Lead	N/A

3. Intellectual Property Rights and Licensing Terms

3.1 For greater certainty, IBM retains exclusive ownership of all intellectual property ("IP") inherent in the RTOC Solution and all components thereof, including any modifications, enhancements, improvements, upgrades, and derivative works thereto ("IBM IP") regardless of by whom created or performed. This SOW does not transfer any license to IBM IP to the Client, by estoppel, implication or otherwise.

3.2 This SOW provides Client with a revocable (subject to Client's payment obligations) non-exclusive, world-wide right to use the RTOC Solution deliverables of the Subscription Services (the "Results") in accordance with the terms of this SOW (the "Agreement"). Client will not, and has no right to, reproduce, copy or otherwise transfer any of its rights to the RTOC Solution and Subscription Services. In addition, Client does not have any rights to any derivatives of the RTOC Solution.

3.3 Client retains all right, title and interest in any of Client's data that is loaded onto RTOC Solution and will have sole responsibility for the accuracy, quality, security, integrity, reliability, appropriateness, and intellectual property rights of such content. Neither the licensing terms nor this Agreement constitute a license to the other party with respect to IBM's or Client's intellectual property, except as expressly stated herein. Both parties will comply with all laws applicable to them in the course of this term.

3.4 Client grants to IBM a limited, royalty-free, non-exclusive and non-transferable license, to copy, store, configure, perform, display and transmit Client content solely as necessary to provide the Subscription Services to Client. Client is solely responsible for ensuring that any processing of Client content by IBM and Client via the Subscription Services is in compliance with all applicable laws. Client will provide notices to, and obtain any consents from, third parties as required by applicable law, rule or regulation in connection with IBMs' processing of Client content via any software, hardware or network component of Subscription Services.

3.5 Client will not make any component of Subscription Services available to, or use the results for the benefit of, anyone other than Client and Client's users, unless expressly stated otherwise in the SOW. Client will not sell, resell, license, sublicense, distribute, make available, rent or lease IBM's Subscription Services, or use them for the benefit of a third party other than Client.

3.6 Client will not directly or indirectly reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Subscription Services, or modify, translate, or create derivative works of the Subscription Services (except to the extent expressly permitted by IBM or authorized within the SOW, or the extent such activity is expressly permitted by applicable law).

4. Information Security and Data Protection

4.1 Security Policies

This Cloud Solution follows IBM's data security and privacy principles for SaaS which are available at http://www.ibm.com/cloud/data-security, Appendix 12 of Exhibit A of the Agreement.

Client recognizes this Cloud Solution does not offer features for the protection of Content that contains personal data, sensitive personal data or data subject to additional regulatory requirements. If Client includes such data in its Content, it instructs IBM to process such data in accordance with this Agreement after determining that the technical and organizational security measures are appropriate to the risks presented by the processing and the nature of the data to be protected. Client acknowledges that IBM has no knowledge of the types of data that have been included in the Content and cannot make an assessment as to the suitability of the Cloud Solution or the security protections in place.

Under this SOW, Client will not submit any data to IBM that includes any "protect health information", as defined under the Health Insurance Portability and Accountability Act, or Sensitive Personal Data as defined under the EU Directive 95/46EC as enacted in the member states of the European Union or any similar or subsequent regulation.

4.2 Security Features and Responsibilities

The security features of this Cloud Solution provide Client with:

a. Encryption algorithms used include, but may not be limited to, Blowfish;

b. Multifactor authentication (MFA) is implemented across all development, build, test, and cloud environments, utilizing Okta Verify.

c. For password and authentication AWS Secrets manager is enabled.

d. For access to all IBM controlled environments: development, build, test & production, role-based access is implemented with access rights assigned/granted to an ID based on an individual IBM employee or contractor job role.

All data at rest is encrypted by default for files/system storage, databases, cloud object storage, and all removable storage (offsite backups included).

4.3 Data Processing and Protection Data Sheets

IBM's Data Processing Addendum at http://ibm.com/dpa (DPA), Appendix 7 of Exhibit A of the Agreement, and the Data Processing and Protection Data Sheet(s) (referred to as data sheet(s) or DPA Exhibit(s)), Appendix 13 of Exhibit A of the Agreement. The parties acknowledge that, as set forth in Appendix 13, the Cloud Service is not designed to process Content that includes Personal Data. Accordingly, Section 8 (Transborder Data Processing) of Appendix 13 shall apply only to the extent that Client Personal Data is actually processed by IBM in connection with the Cloud Service. Client shall not submit Personal Data as Content to the Cloud Service. In the event that Client submits Personal Data as Content notwithstanding the foregoing, the provisions of Appendix 13, including Section 8, shall apply in full.

Client shall perform its responsibilities and take necessary actions to order, enable, or use available data protection features for a Cloud Solution and accepts responsibility for use of the Cloud Solution if Client fails to take such actions, including meeting any data protection or other legal requirements regarding Content.

Any details or clarifications and terms, including Client responsibilities, around use of the Cloud Solution and data protection features, if any, are set forth in the SOW responsibilities.

5. Charges

The charges for the Services as described for Phase One – Test Automation Development and Deployment; and Phase Two – Test Automation Execution and Maintenance are as described below.

5.1 Phase One – Test Automation Development and Deployment Charges

Test Automation Development and Deployment services will be conducted by IBM on a fixed price basis. The fixed price for performing the Phase One – Test Automation Development and Deployment services defined in the SOW is $139,750. This fixed price is exclusive of any travel, meal and lodging expenses, other reasonable expenses incurred in connection with the services, and any applicable taxes.

Client will be billed by IBM for actual travel, lodging and meal costs estimated at 5% of the fixed price, subject to Exhibit B of the Agreement.

IBM will invoice Client as per the payment schedule shown below on a milestone basis as set forth in the Payment Schedule in the Charges section, plus applicable taxes. IBM will invoice monthly for travel, lodging and meal expenses, and other reasonable expenses, subject to Exhibit B of the Agreement, incurred in connection with the services.

RTOC Identifier	Payment Event	Charges	Invoice Date
RTOC-Dev.01	RTOC test automation services project initiation fees	$30,000	February 1, 2027
RTOC-Dev.02	RTOC test automation scripts development and deployment for in-scope Oracle Cloud ERP application modules.	$30,000	July 1, 2027
RTOC-Dev.03	RTOC test automation scripts development and deployment for in-scope Oracle Cloud HCM application modules.	$40,000	October 1, 2027

RTOC-Dev.04	RTOC test automation scripts development and deployment for in-scope Oracle Cloud EPM application modules.	$25,000	October 1, 2027
RTOC-Dev.05	RTOC test automation scripts development and deployment for in-scope Oracle Cloud Advanced HCM application modules.	$14,750	December 1, 2027
RTOC-Travel	Reimbursable travel expenses related to RTOC Project work, estimated at 5% of fixed price	$7,000	Monthly
	RTOC Phase One TOTAL CHARGES	**$146,750**	

The fixed price for this Phase One – Test Automation Development and Deployment services are based on a contiguous work schedule. It does not account for schedule delays during the performance of the services. Any Client caused or required delay in the Phase One – Test Automation Development and Deployment services schedule will be handled by the change order process as defined and outlined in **Appendix 4 – Project Change Control Process** and may result in an increase in charges and/or schedule. In such an event, IBM, at its option, may change the resources/skills assigned to the project.

5.2 Phase Two - Test Automation Execution and Maintenance Charges

IBM will provide RTOC Phase Two test automation execution and maintenance services to Client as outlined in the Scope of Work for fixed subscription fees and payment schedule shown below.

	IBM Rapid Testing for Oracle Cloud (IPSC 694913T)			
RTOC Identifier	**Payment Event**	**Duration**	**Charges**	**Invoice Date**
RTOC-Maint.01	RTOC test automation execution as part of planned patch testing cycles, results and defects reporting, and ongoing maintenance and support of in-scope automated test scripts – Year 1.	August 1, 2027 - July 31, 2028	$86,730	August 1, 2027
RTOC-Maint.02	RTOC test automation execution as part of planned patch testing cycles, results and defects reporting, and ongoing maintenance and support of in-scope automated test scripts – Year 2.	August 1, 2028 - July 31, 2029	$86,730	August 1, 2028
RTOC-Maint.03	RTOC test automation execution as part of planned patch testing cycles, results and defects reporting, and ongoing maintenance and support of in-scope automated test scripts – Year 3.	August 1, 2029 - July 31, 2030	$86,730	August 1, 2029
		Total	**$260,190**	

5.3 Termination Charges

5.3.1 Termination

A. Termination for Cause

Client may terminate the SOW for Subscription Services in accordance with Section 22.B of the Agreement without penalty.

B. Termination for Convenience When Ability to Legally Process Data is Impacted

If a change in the support information or data centers impacts the ability to legally process data, then Client may terminate the SOW for Subscription Services without penalty in accordance with Section 22.C of the Agreement.

C. *Termination for Convenience in All Other Circumstances*

Except as set forth in Section 5.3.1 (B), Client may terminate this SOW for Subscription Services for convenience, only after completion of twelve (12) consecutive months of Subscription Services under such SOW (Initial Service Year) and only upon one hundred twenty (120) days' prior written notice to IBM.

Prior to Completion of Initial Service Year

If Client terminates the Cloud Solution prior to the completion of the Initial Service Year, Client will pay the following amounts to IBM:

(1) the charges for Services IBM provides through the effective date of termination, and all Deliverables IBM has prepared through termination, whether or not completed or delivered; and

(2) all costs and expenses IBM incurs in providing or terminating the Services.

After Phase Two Test Automation Execution and Maintenance Start Date

If the Client terminates the Cloud Solution after Phase Two – Test Automation Execution and Maintenance Start Date, or if this SOW is terminated as a result of Client default, the Client shall immediately become liable for, and agrees to pay, in addition to all amounts then due and payable under the Agreement, the full amount of all charges for the entire remaining annual subscription term as detailed in Section 5.2 of the SOW.

5.3.2 Subscription Services End

When the Subscription Services end, Client will no longer have rights to receive the Subscription Services, however, at Client request, and for a period of up to ninety (90) business days after the end of the applicable Subscription Services, IBM will make available to Client any pending in-scope solution deliverables as existing in the Subscription Service environment at expiration. At the end of such 90-day period, and except as may be required by law, IBM may delete or otherwise render inaccessible any or all of Client content that remains in the Subscription Services environment.

6. Payment

Amounts are due upon receipt of the invoice and payable in accordance with Section 4 of the Agreement.

7. Term and Renewal

7.1 Estimated Schedule

Phase	Estimated Start Date	Estimated End Date
Phase One: Test Automation Development and Deployment	January 1, 2027	January 31, 2028
Phase Two: Test Automation Execution and Maintenance	August 1, 2027	July 31, 2030

7.2 Term

The effective date for the Solution (the "Effective Date") begins on the date of last signature in the "Signature Acceptance" section below and continues for an initial term of 43 months from the first day of the month following the Phase One start date (the "Initial Term").

7.3 Renewal

Prior to the expiration of the initial Term, should Client want to continue the service, a proposed new Term will be managed through the procedure described in the change order process as defined and outlined in **Appendix 4 – Project Change Control Process**.

8. Project Responsibilities and Procedures

8.1 Client Point of Contact Responsibilities

Prior to the start of the Services, Client will designate a Client point of contact that will manage all communications, and who will have the authority to act on Client's behalf in all matters. Client point of contact will:

a. complete and return any questionnaires or checklists within five (5) business days of IBM providing the document along with clear explanations of the data requested, including source and any assumptions, to ensure accurate completion;

b. serve as the interface between IBM's project team and all Client departments;

c. attend status meetings;

d. obtain and provide applicable information, data, consents, decisions and approvals as required by IBM to perform the Services, within two (2) business days of IBM's request, unless Client and IBM agree in writing to a different response time. As applicable, review deliverables submitted by IBM in accordance with Section 9 of the Agreement.

e. help resolve and escalate Services issues within Client's organization as needed; and

f. administer the change order process as defined and outlined in **Appendix 4 – Project Change Control Process** with the IBM project manager.

8.2 Client General Responsibilities

Any County caused or County required delay in the project schedule will be subject to Section 5.3 Rolling Estoppel procedure and the change order process as defined and outlined in **Appendix 4 – Project Change Control Process** and may result in an increase in charges and/or schedule. Client will:

a. make appropriate personnel available as required by the project plan to perform Client responsibilities and to enable IBM to implement and provide the Solution;

b. provide safe access, suitable office space, supplies, high speed connectivity to the Internet, and other facilities needed by IBM personnel while working at Client's location;

c. provide information and materials IBM requires to provide the Solution. IBM will not be responsible for any loss, damage, delay or deficiencies in the Solution arising from inaccurate, incomplete, or otherwise deficient information or materials supplied by or on behalf of Client;

d. provide a fully configured non-prod Oracle Cloud instance to IBM in a timely manner to conduct any of the RTOC test automation scripts development, execution and maintenance activities.

e. if making available to IBM any facilities, software, hardware, third party or other resources to enable the Solution, obtain at no cost to IBM any licenses or approvals related to these resources that may be necessary for IBM to provide the Solution. IBM will be relieved of its obligations that are adversely affected by Client's failure to promptly obtain such licenses or approvals. Client agrees to reimburse IBM for any reasonable expenses that IBM may incur from Client's failure to obtain these licenses or approvals;

f. to enable IBM to provide Client with the Subscription Services, Client grants IBM the right to access, use, process and run, in accordance with these Terms and Conditions, the software applications specified in this SOW (the "Applications") for the duration of the Subscription Services period plus any additional post-termination period during which IBM provides Client with access to retrieve an export file of Client Results. Client will take all necessary steps and obtain all necessary consents to provide IBM access to the Applications as required to enable performance of, and for the interoperation of such Applications with, the Subscription Services.

g. identify and authenticate all users, for approving access by such users to the Applications in respect of which the Subscription Services are provided by IBM, for controlling against unauthorized access by users, and for maintaining the confidentiality of usernames, passwords and account information. IBM is not responsible for any harm caused by or through Client users, including without limitation individuals who were not authorized to have access to the Applications but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis in Client local identity management infrastructure or Client local computers. Client is responsible for all activities that occur under or through Client and Client users' usernames, passwords or accounts or as a result of Client or Client users access to the Applications in connection with the Subscription Services and agree to notify IBM immediately of any unauthorized use.

h. accept all patches, bug fixes, updates, enhancement, maintenance and service packs to the Subscription Services platform to ensure proper functioning and security of the Subscription Services.

i. obtain all necessary permissions for IBM to use, provide, store and process data to which Client gives IBM access to provide the Solution and Subscription Services, including without limitation the network connectors and telecommunications links from Client systems as necessary for IBM's provision of the Subscription Services. Client is responsible for the security and privacy of such data. Client will not give IBM access to data subject to governmental regulation or requiring security measures beyond those specified in this SOW unless IBM has first agreed in writing to implement additional required security measures;

j. ensure that current maintenance, license, and other applicable agreements are in place with third parties whose work may affect IBM's ability to provide the Solution. Unless specifically agreed to otherwise in writing, Client is responsible for the management and performance of the third parties, and for any third party hardware, software or communications equipment used in connection with the Solution;

k. with prior written authorization from the Client, allow IBM to cite Client's company name and the general nature of the Solution IBM provides to Client to IBM's other clients and prospective clients; and

l. consent and will obtain any necessary consents for IBM and its subcontractors to process the business contact information of Client, its employees and contractors worldwide for our business relationship. IBM will comply with requests to access, update, or delete such contact information.

8.3 Project Change Control Process

A project change request ("PCR") will be the vehicle for documenting a change. The PCR will be completed in accordance with Section 35 of the Agreement and the change order process as defined and outlined in **Appendix 4 – Project Change Control Process**.

8.4 Deliverable Acceptance Procedure

Deliverable Acceptance will follow the process described in Section 9 of the Agreement and Section 6 of Schedule A.

8.5 Escalation Procedure

Client and IBM will meet to resolve issues relating to the Solution. If it is not resolved within three (3) business days of the initial meeting, Client's executive sponsor will meet with IBM to resolve the issue. If the conflict is resolved, the resolution will be addressed by the parties through the change order process as defined and outlined in **Appendix 4 – Project Change Control Process**.. While a conflict is being resolved, IBM will provide Cloud Solution and Services relating to items not in dispute, to the extent practicable pending resolution of the conflict; Client agrees to pay invoices for any charges due.

9. Additional Terms

9.1 General

Client may not use Cloud Services, alone or in combination with other services or products, in support of any of the following high risk activities: design, construction, control, or maintenance of nuclear facilities, mass transit systems, air traffic control systems, automotive control systems, weapons systems, or aircraft navigation or communications, or any other activity where [program] failure could give rise to a material threat of death or serious personal injury.

10. Signature Acceptance

IBM agrees to provide the Cloud Service provided Client accepts this SOW without modification, by signing in the space provided below on or before to be mutually agreed upon by IBM and the Client.

This SOW and the Agreement identified below,including all Exhibits and Appendices, are the complete agreement regarding Solution, and replace any prior oral or written communications between us. Accordingly, neither party is relying upon any representation that is not specified in this SOW, including without limitation, any representations concerning 1) estimated completion dates, levels of service, hours, or charges to provide the Solution; 2) the experiences of other customers; or 3) results or savings Client may achieve.

Each party accepts the terms of this SOW by signing this SOW (or another document that incorporates it by reference) by hand or, where recognized by law, electronically. Any reproduction of this SOW made by reliable means is considered an original. If there is a conflict between the terms of this SOW and the Agreement, the terms of the SOW will govern.

Agreed to: ***Snohomish County, WA (“Client”)***	**Agreed to:** ***IBM Consulting Services (“IBM”)***
DRAFT - DO NOT SIGN By_______________________________________ Authorized signature	**DRAFT - DO NOT SIGN** By_______________________________________ Authorized signature
Title: County Executive Director	Title:
Name (type or print):	Name (type or print):
Date:	Date:
Customer number:	Referenced Agreement name/number/date: Professional Services Agreement between Snohomish County and IBM dated ____________
Client address: 3000 Rockefeller Avenue, M/S 709 Everett, WA 98201	IBM address: 1 North Castle Drive Armonk, NY 10504

Required Administrative Information

Please provide the following to facilitate invoicing and payment of charges and promptly notify IBM of any changes.

Invoicing Address: *DIS.Admin@co.snohomish.wa.us*
Invoice Payment Contact Name: *DIS Administrative Services*
Invoice Payment Contact Email: *DIS.Admin@co.snohomish.wa.us*

Appendix 9 Statement of Work

for Optional Managed Services for Oracle ERP
for
Snohomish County, WA

Table of Contents

This Statement of Work ("SOW"), subject to the Agreement for Professional Services (the "Agreement") between Snohomish County (the "County") and IBM Consulting Services ("IBM"). Capitalized terms not defined in this SOW are as defined in the Agreement. In the event of any conflict between the Agreement and this SOW, the terms of the SOW shall prevail.

The start date of this SOW is _____________, with services continuing three years from the start date ("Term").

1. Overview and Applications in Scope

IBM will provide remote services for County's Cloud Environment as described herein with a combination of onshore and offshore resources (the "Services"). The Services are based on the standards set forth in the Information Technology Information Library® ("ITIL"). ITIL is a set of standards created by the government of the United Kingdom. The ITIL standards framework is now owned by PeopleCert (www.peoplecert.org).

County has deployed the following third-party applications and technology ("Third Party Applications") listed in Table 1, below ("Cloud Environment').

Table 1 – Cloud Environment

Oracle Application/Module
Fusion ERP (Financials & Procurement)
Fusion Human Capital Management (HCM & Payroll)
Enterprise Performance Management (Planning & Budgeting)
Fusion Data Intelligence (FDI)

2. Services

2.1 Scope of Work

The table below provides the detailed scope of the Services.

Table 2 – Scope of Services

Service Type	Associated Tasks
Routine Support	▪ IBM-provided Third Party Applications support: end user, business process, and/or functional support ▪ Technical support: for any customized components, including reports and integrations ▪ Incident and/or problem management: for software or configuration defects ▪ Configuration management: for modifications required to correct defects/problems with delivered/ implemented functionality ▪ Change Management Process (as defined in Section 2.2.5): Coordinate the migration of system changes from a non-production (DEV/TEST) environment to the production environment ▪ IBM working with Third Party Applications vendors: working directly with vendor support organizations (“Third Party Applications Support”) on service requests (“SR”) (“Third Party Applications SR”)

Routine Maintenance	▪ Release management for Cloud updates:
	  ▪ Coordination of Cloud update tasks, including pre/post-update activities
	  ▪ Issue/defect resolution (coordination with Third Party Applications Support and/or testing team)
	  ▪ Assessment & impact analysis
	  ▪ Provide estimates for new functionality enhancements/process changes available with updates
	▪ Instance management:
	  ▪ Coordination/scheduling of production to non-production (P2T) clones/refreshes
	  ▪ Execution of pre/post-clone tasks

Enhancement Services	Enhancement services will be provided by IBM for the following areas and/or to address the following tasks: ▪ Enhancement (“Enhancement”) – an Enhancement is a modification to delivered/implemented functionality of the Cloud Environment requiring no more than forty (40) service hours to complete, as solely determined by IBM. This modification includes changes to the existing configurations, reports, and/or interfaces. IBM will review Enhancement requests, provide estimates and start the work only after a written approval by County. Enhancements will be tracked by IBM as tickets in the designated SR System (defined in Section 2.2.4).

IBM will provide Support Level 2 and 3 services for County’s Cloud Environment (Support Level definitions are provided in the table below):

Table 3 – Support Level Definitions

Support Level	Function	Support Methodology	Organization Responsible
Tier 0 / L0	Self-help and user-retrieved information	Users retrieve support information from web and mobile pages or apps, including FAQs, detailed product and technical information, blog posts, manuals, and search functions. Users also use apps to access service catalogs where they can request and receive services without involving the IT staff. Email, web forms, and social platforms such as Microsoft Teams®, are used to send questions and requests to upper support tiers or company personnel. Customer forums allow users to crowdsource solutions, usually without input from company personnel.	Third Party Applications Self-Help pages, if available, can be enabled for Level 0 support
Tier 1/ L1	Basic help desk resolution and service desk delivery	Support for basic customer issues, such as solving connectivity problems and/or fulfilling low-level service desk requests that require IT involvement, such as access requests. If no solution is available, Tier 1 personnel escalate incidents to a higher tier.	County
Tier 2/ L2	In-depth functional and/or application support	Experienced and knowledgeable support analysts, business analysts and/or Subject Matter Experts (SMEs) assess issues and provide solutions for problems that cannot be handled by Tier 1 (for example, business process questions). If no solution is available, Tier 2 support escalates the incident to Tier 3.	County (Primary), IBM (Support)
Tier 3/ L3	Expert product and service support	Access to functional and technical resources with product expertise for problem resolution and/or new feature creation. For problem resolution, Tier 3 analysts will attempt to replicate problems and determine root causes; using product designs, code, and/or specifications. Once a cause is identified, the analyst decides whether to create a new fix, depending on the cause of the problem. New fixes are documented for use/reference by Tier 1 and Tier 2 personnel. Tier 3 analysts will also be leveraged for the design and implementation of Enhancements.	IBM
Tier 4/ L4	Outside support for problems not supported by County nor within	Contracted support for items provided by but not directly serviced by County nor IBM, including printer support, third-party applications software support, machine maintenance, depot support, and other outsourced services.	Third Party Applications Support

Support Level	Function	Support Methodology	Organization Responsible
	the scope of the Services	Problems and/or requests are logged with Tier 4 support and monitored by either the Tier 2 or Tier 3 analysts for responses, solutions and/or implementation instructions.	

2.2 Service Execution

2.2.1 Methodology

IBM shall use its enterprise application support methodology to provide the overall structure and governance for the Services and offers templates for all support related documentation. The templates will be used by IBM for support functions and modified to fit County's requirements if necessary. Rights of ownership of support-related documentation will be conferred in accordance with Section 6 of the Agreement.

2.2.2 Support Phases

Services are typically conducted with the following phases.

- **Service Transition**
  The service transition phase ("Service Transition Phase" or "Service Transition") is comprised of the following activities:
  - Helpdesk / service desk / service strategy and policy (support process) definition
  - Change management strategy and policy (includes instance management and release management)
  - Knowledge management strategy and policy (knowledge repository)
  - Knowledge transition sessions with the respective implementation team
  - County support team orientation and training
  - Advisory services for the preparation of the service management system (help desk software) for tracking of Incidents (as defined in section 2.3.1), Problems (as defined in section 2.3.1), Enhancements, and service requests
  - Pre-production rollout of support services with tracking of Third Party Applications related requests in the service management system; shadowing the implementation team
  - Rollout of service governance and controls (includes support team meetings and reporting)
  - Establishment of executive governing body ("Steering Committee") comprised of County and IBM executive management.

- **Stabilization**
  The stabilization phase ("Stabilization Phase" or "Stabilization") includes all activities covered in the previous phase plus:
  - User support for day-to-day functions
  - Break-fix / defect/bug-fix support
  - Technical fixes / custom component support
  - Incident and service management
  - Problem management / root cause analysis
  - Enhancements
  - Period closure support
  - Internal and external audit support

  - Instance management
  - Third Party Applications service request & patch support
  - Release management / quarterly patching and upgrade support

- **Optimization**
  Optimization ("Optimization") includes all activities covered by the prior phases plus:
  - System optimization - streamlining of business processes, Enhancements for continuous improvements, and increasing automation capabilities
  - Service optimization - streamlining of service operations, preventive maintenance, and proactive Enhancements to reduce ticket volume, increasing automation capabilities

Note: whether and to what extent some or all activities in each of the above phases are performed shall be jointly determined by IBM and County.

2.2.3 Support Process

A detailed process document, called a "Service Strategy," with information related to the support and service desk processes will be drafted by IBM in coordination with County during the Service Transition Phase and will be made available to County by IBM.

2.2.4 Service Desk Process

As part of the Services, IBM will act as an extension of County's service desk for support of County's Cloud Environment (to be designated as the "IBM Service Desk"). The IBM Service Desk will receive SRs routed from County's Level 1 Service Desk. County's Level 1 Service Desk is responsible for initial triage of calls or electronic requests. Where such a request appears to be related to the Services, the SR will be transferred by County to the IBM Service Desk.

Requests for service from IBM are to be made via IBM's service request system ("SR System"). The SR System will be used by the parties for the entry and tracking of all SRs pertaining to the Services.

All SRs will be logged by County and tracked as tickets in the SR System and assigned/routed to IBM staff by the IBM Service Desk. The details of this process will be documented by the parties in the Service Strategy.

2.2.5 Change Management

The following types of changes to the Cloud Environment will be covered by the parties in the 'Change Management Strategy' document. The Change Management Strategy document, which will be developed by IBM and provided to the County for Acceptance during the Service Transition Phase, outlines the required steps (the "Change Management Process") to be followed when changes are made to the Cloud Environment ("Change Management").

The Change Management Strategy will provide a structured approach for testing, migration, and approvals, for the below types of changes:

- Custom component changes: Changes to configurations, extensions, modifications, localizations, and integrations ("CEMLI")
- Data updates and/or data-fixes
- Patches/upgrades/updates

IBM will perform all troubleshooting and testing in a designated non-production environment before the migration of a change to the production environment. Production migration shall be completed only after validation, testing, and approval from County, as per the Change Management Process.

2.2.6 Support Coverage

The following information is related to hours of coverage (the "Primary Hours of Operation") for support services and the process for scheduling support outside of the Primary Hours of Operation.

2.2.6.1 *Hours of Operation*

- Primary Hours of Operation for support services will be:
    - 8 am – 5 pm US Pacific Time, Monday - Friday (except US holidays / IBM India holidays).
- Standard SRs (for 'non–critical' incidents) received after the Primary Hours of Operation or on weekends will be reviewed by IBM the following business day during Primary Hours of Operation, and the appropriate response will be taken by IBM based on the prioritization of the SR.
- Off-hours support will be provided by IBM outside of the Primary Hours of Operation as per the 'Off-Hours Support' procedures set forth in Section 2.2.6.2 for the following:
    - Approved/planned work: pre-approved and pre-planned support related tasks designated and/or required to be performed outside of the Primary Hours of Operation
    - Critical incidents: support of incidents identified as Critical (as defined in section 2.3.1) and requiring support outside of the Primary Hours of Operation

2.2.6.2 *Scheduling Off-Hours Support*

In the event County approved and planned work is expected to occur outside of the Primary Hours of Operation, the IBM Service Delivery Manager ("SDM") will coordinate and schedule planned activities with County's project manager ("PM") and the appropriate IBM resources to address such activity. The IBM SDM will also inform the County PM in advance of the planned activities. County's PM will be responsible for any stakeholder communications.

For incidents that are prioritized as 'P1- Critical', IBM will work on a 24x7x365 basis until they are resolved, a workaround is provided and/or the priority changes (as approved by County).

2.3 Service Level Performance

The following information is related to the service level agreement ("SLA") with respect to the Services. Further details on the tracking, measurement and reporting of SLA performance will be provided by the parties in the Service Strategy.

2.3.1 Definitions

The following definitions apply to the tracking and measurement of service level performance.

- **Incident** – An incident ("Incident") is an unplanned interruption to a service or reduction in the quality or existing functionality of a service**.**
- **Problem** – A problem ("Problem") is the underlying cause of one or more Incidents.
- **Prioritization**
    - **P1 (Critical)** – An incident that renders critical functions unavailable with no acceptable workarounds, necessitating an immediate response for support or an incident that renders a production system inoperable (users are unable to connect to or use the system to support essential functions).
    - **P2 (High)** – An incident where the system/application is operating with severe restriction and no acceptable workaround exists (for example, performance is unacceptably slow) or consistent intermittent outages and/or failure of the production system, interfering with normal operations. May also be defined as a system/application that is operating but with severe restriction or affects a time sensitive function.
    - **P3 (Medium)** – An incident where an acceptable workaround exists. Most of the functions are still usable with some circumvention to establish normal service.
    - **P4 (Low)** – A production system/application problem isolated to a few users and/or non-critical tasks.
- **Reporting Period** – Duration of time frame e.g. monthly or quarterly for which the SLA metrics are evaluated and reported.
- **Response Time** - Time elapsed between notification of an Incident/Problem from the Customer and a written response from IBM acknowledging receipt of the notification and ticket assignment. Once severity is agreed upon by both County and IBM, time to first response is the active working of the ticket.

- **Measurement Window** – The number of hours per day and the number of days per week that the events affecting the SLA metrics will be considered for calculation.
- **Performance Target** – Compliance of Service Level targets will be calculated based on the number of incidents relevant to that metric within a reporting using the below formula:

$$\text{Performance Target \%} =$$

$$\frac{\text{Total number of incidents assigned to IBM} - \text{Total number of incidents of noncompliance}}{\text{Total number of incidents assigned to IBM}} \text{ x } 100$$

2.3.2 Service Level Targets – Incident Management

IBM shall use commercially reasonable efforts to meet the planned Service Level Targets (as defined in Table 4, below).

Performance against Service Level Targets will be reported by IBM in the service review meetings.

Table 4 – Service Level Targets

Incident Prioritization	Reporting Period	Coverage Window (Hours x Days)	IBM Response Time	Performance Target
P1 – Critical	Monthly	24 x 7 x 365	Within 30 mins	90%
P2 – High	Monthly	9 x 5	Within 1 hour	90%
P3 – Medium	Monthly	9 x 5	Within 8 hours	90%
P4 – Low	Monthly	9 x 5	Within 24 hours	90%

SLA management is subject to the following terms and conditions:

- SLAs are observed during the Primary Hours of Operation, except “P1 – Critical” Incidents, which will be covered by IBM 24x7x365 until resolved or downgraded.
- IBM’s ITIL compliant SR System will be used by the parties for the tracking of all Incidents, Prioritization and corresponding SLA metrics.
- The SR System will be configured by IBM to allow the following SLA measurement: The SLA clock will be activated by IBM upon ticket assignment to IBM and will be paused by IBM when outside of the measurement window or when tickets are assigned to parties other than IBM (such as County or Third Party Applications).
- SLA/Ticket Prioritization – priority and/or severity will be determined jointly by IBM and County project management.
- The measurement of SLA performance shall be applicable only to Incidents occurring in the production environment.
- The SLA targets defined in Table 4, above may be suspended should the capacity hours and any accrued hours (defined in section 4.1) become exhausted, and County refuses to accept the performance of overage hours as described in section 4. 3.

2.4 Communication & Status Reporting

All meetings will be conducted via IBM’s web conference system unless otherwise agreed by both parties. The following meetings will be scheduled by the parties (intervals and meeting schedules will be defined by the parties in the Service Transition Phase):

Table 5 – Status Reporting Schedule

Meeting	Proposed Interval	County Attendees
Status Meeting	Weekly	Support Team (PM(s), SMEs, IT Leads)
Service Review Meeting	Monthly	PM(s)
Management Update	Annually	Steering Committee, PM(s)

2.4.1 Status Meetings

IBM's SDM will facilitate status meetings with the designated County support team members to review ticket details. The primary purpose of these meetings is to review the current workload by SR status (Open, Closed, Waiting on Customer, etc.), prioritize issues, and bring notice to IBM/ County of any issues/challenges that affect the execution of the Services.

Managed service status reports will be prepared by IBM's SDM and sent via email to County's designated support team members and stakeholders on a weekly basis. The status reports will be provided by IBM in PDF format.

2.4.2 Service Review Meetings

Service review meetings will be conducted by the IBM SDM to review and report the overall support status (headlines), workload, outages/escalations, service level performance, support and enhancement hours utilized with County's support manager and designated stakeholders. The service review meetings provide time for general discussion, allowing County to provide feedback about the Services governance processes.

The service review report will be presented to the parties using IBM's presentation tool via web conference. The report will be sent by IBM via email in PDF format to County's designated attendees.

2.4.3 Management Updates

IBM's SDM will present a management update and a report to County's executive sponsors/stakeholders on a quarterly basis. The primary objective of the management update meeting is to provide an overview and analysis of support statistics, trends, and review service level performance, major accomplishments, support process improvements, and upcoming initiatives. This meeting also provides time for a general discussion, allowing County to provide feedback about the Services governance process.

IBM shall present the Management Update using IBM's presentation tool either in person at IBM's cost, or via web conference, and the report will be sent by IBM via email in PDF format to County's designated attendees.

2.5 Roles & Responsibilities

This section contains a list of the roles and responsibilities of each party with respect to the Services.

2.5.1 IBM Responsibilities

The following table outlines the roles and responsibilities of IBM in performing the Services.

Table 6 – IBM Roles & Responsibilities

IBM Role	IBM Responsibilities
Service Delivery Manager (SDM)	Responsible for providing overall management of operations for services provided by IBM. Services can include the following: ▪ Service request queue management ▪ Directs IBM resources and ensures compliance with the Change Management Process ▪ IBM Services status updates and SLA reporting

IBM Role	IBM Responsibilities
	▪ IBM service scope management ▪ IBM resource management ▪ Coordinate with County's PMO in the execution of the services in scope ▪ Primary point of contact for escalations ▪ Liaise with third party application providers for product issues/escalations
Functional Support Analysts	Responsible for providing functional support of enhancement services and/or support services as directed. Services can include the following: ▪ Provide functional support for incident and problem management ▪ Interaction with County business users, internal IT support teams, and/or system vendors on incident resolution ▪ Provide application functionality expertise to users in the Cloud Environment ▪ Provide support for Workflow-related issues ▪ Provide training to users as part of incident resolution ▪ Update documentation related to configuration, incident, and problem management ▪ Provide estimates for new enhancements and change requests ▪ Create design documents for new enhancements and change requests ▪ Conduct and document unit testing of changes to the system introduced through the support process ▪ Lead Change Management activities and production migration for changes to the system ▪ Log Third Party Applications Support SRs and support the issue resolution process
Technical Support Analysts	Responsible for providing technical support of enhancement services and/or support services as directed. Services can include the following: ▪ Provide technical support for incident and problem management ▪ Integration support for interfaces feeding in and out of the Cloud Environment ▪ Provide support for Workflow-related issues ▪ System administration - custom role maintenance and creation ▪ Create/update technical design documents for incidents, enhancement, and change ▪ Conduct and document unit testing of changes to the system introduced through the support process ▪ Lead Change Management and production migration for changes to the system ▪ Modify existing and/or create new reports as needed using Cloud Environment reporting tools ▪ Log Third Party Applications Support SRs and support the issue resolution process

2.5.2 County Responsibilities

The following table outlines the roles and responsibilities of County.

Table 7 – County Roles & Responsibilities

County Role	County Responsibilities
Project Sponsor Group	▪ Provide executive leadership to the engagement ▪ Participate in quarterly service reviews ▪ Review, approve/reject change requests, enhancement requests presented by the support team ▪ Review and approve major changes ▪ Communicate any updates from the County business community that impact the Services
Support Manager/ Coordinator	▪ Primary point of contact for IBM ▪ Review and prioritize incidents, change requests, enhancement requests taking suggestions from Subject Matter Experts (SME) ▪ Review/approve change requests, enhancement requests presented by the support team before submitting them to the Steering Committee ▪ Plan maintenance and release windows along with AST SDM

County Role	County Responsibilities
	▪ Communicate planned outages to the County user community ▪ Provide the County COE/SME/Users with feedback, resolutions and tasks needed to complete service operations ▪ Participate and co-lead weekly/monthly/quarterly status meetings ▪ Work with the IBM Service Delivery Manager (SDM) to improve support processes ▪ Comply with County security and compliance procedures
L1 System Administrator	▪ Responsible for user and access management (new account creation, assignment of roles, and/or support with password reset issues)
L1 Help Desk Support	▪ Ticket triaging ▪ Routing of Level 2/3 support tickets to IBM ▪ Provide the first level of 'technical' support
L2 Support / Subject Matter Experts (SME)	▪ Participate in status meetings ▪ Provide business process expertise to incident and problem management ▪ Primary point of contact to County end-users for resolving business process issues (provide the first level of 'functional' support) ▪ Primary point of contact to IBM for business process related questions, clarifications, and/or testing ▪ Review, provide feedback, approve/reject fixes/changes, design for incidents, enhancements, and/or change requests ▪ Conduct and document user acceptance testing of changes to the system ▪ Participate in the Change Management Process, providing approval for production migration of changes to the system ▪ Assist County's project manager to review and prioritize incidents, enhancements, and/or change requests
Infrastructure/ Network Admins	▪ Assist IBM with incidents related to interfaces with third-party systems as appropriate ▪ Assist with printer-related requests ▪ Assist with any network-related issues

County also agrees to the following obligations:

- Support any internal and external systems that integrate with the Cloud Environments.
- Test and approve changes made to the system.
- Designate a Support Manager (also referred to as a Project Manager or PM) to lead and coordinate governance tasks associated with this engagement, as outlined in the Roles & Responsibilities section.
- Make County management available as needed, including the County PM and key users, for interview, decision-making, and other tasks related to this engagement and will be able to make timely decisions on the issues raised by the support team.
- Manage and maintain the relationships with their suppliers and/or third-party vendors and in some cases, this may require them to coordinate and/or participate in support-related meetings or tasks.
- Provide access to the existing Cloud Environment (non-production and production) and related tools for the IBM analysts assigned to the engagement.
- Make documentation, system access, and data related to the support of the Cloud Environment available to the IBM support team in a timely manner.
- Maintain valid subscriptions/licenses and Third-Party Application Support contracts for all cloud services, software, and technology being supported as a constituent part of the Cloud Environment throughout the term of the SOW.

IBM's performance is dependent upon County's fulfillment of its responsibilities at no charge to IBM. Any delay or idle time in the performance of County's responsibilities may result in additional charges and/or delay of the completion of the Services and will be handled by the parties in accordance with the Change Control Process as specified in Section 3 of this SOW.

County agrees that no County personal data will be provided to IBM for processing on behalf of County under this transaction. In the event of a change, County will notify IBM in writing and Appendix 7: IBM's Data Processing Addendum (DPA) at http://ibm.com/dpa and an agreed-upon DPA Exhibit will apply to IBM's processing of personal data on behalf of County and must be incorporated into the Agreement in accordance with the Change Process.

Additionally, County will:

- Consent to and obtain any necessary consents for IBM and its affiliates, and contractors of either, wherever they do business, to store and otherwise process business contact information of County and its authorized users for business dealings with the County. Examples of business contact information include name, business telephone, address, email and user IDs. The IBM Privacy Statement at https://www.ibm.com/us-en/privacy provides additional details with respect to IBM's collection, use, and handling of business contact and account usage information. Where notice to, or consent by, the individuals is required for such processing, County will notify and obtain such consent;
- Obtain all necessary permissions for IBM to use, provide, store and process data to which County gives IBM access to perform the Services. County is responsible for the security and privacy of such data. County will not give IBM access to data subject to governmental regulation or requiring security measures beyond those specified in this SOW unless IBM has first agreed in writing to implement additional required security measures; and
- Determine whether any non-IBM products and their integration comply with national building and installation codes and other laws and regulations, including product safety regulations.
- Pursuant to any applicable export compliance laws and regulations, County confirms they will not provide or give access to source code or technology (e.g., specific technical information, including technical data, necessary for the development, design, production, or use of a product) that would restrict or otherwise prohibit IBM from using global resources to provide Cloud Services or other Services. County will notify IBM and obtain written agreement prior to providing or enabling any such access; and
- Agree that each Party is responsible for complying with: i) laws and regulations applicable to its business and content; and ii) import, export and economic sanction laws and regulations, including defense trade control regime of the United States of America and jurisdiction any applicable jurisdiction that prohibit or restrict the import, export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end-users. IBM will not serve as County's exporter or importer, except as required by data protection laws, for: i) any content; or ii) use of any portion of a Cloud Service from a country outside County's business address. IBM may use personnel and resources in locations worldwide, including third-party contractors to support the delivery of IBM Services and Non-IBM products. IBM may transfer content, including personally identifiable information, across country borders. If any content could be subject to governmental regulation or may require security measures beyond those specified by IBM for Cloud Services or other Services, County will not input, provide, or allow access to such content unless specifically permitted in the terms of the relevant SOW or unless IBM has otherwise first agreed in writing to implement additional security and other measures.

3. Change Control Process

- Project changes will be handled by the parties in accordance with Section 35 of the Agreement and the change order process as defined and outlined in **Appendix 4 – Project Change Control Process**..

4. Pricing

4.1 Capacity and Fee Summary

The Services shall be provided using a fixed capacity model subject to the rollover, overage charges and reconciliation processes described below. The capacity model provides a set number of hours IBM will perform Services based on a fixed monthly Services fee. Such hours can be used for any combination of activities (as outlined in the Scope of Work), as prioritized by County.

Table 8 – Fee Schedule

Month No.	Phase	Month	Monthly Capacity (Hours)	Monthly Fee (USD)
1	Service Transition	Sep-27	430	$48,665.00
2	Service Transition /Stabilization	Oct-27	430	$48,665.00
3	Service Transition /Stabilization	Nov-27	430	$48,665.00
4	Service Transition /Stabilization	Dec-27	1000	$113,175.00
5	Stabilization	Jan-28	1000	$113,175.00
6	Stabilization	Feb-28	1000	$113,175.00
7	Optimization	Mar-28	750	$84,880.00
8	Optimization	Apr-28	750	$84,880.00
9	Optimization	May-28	750	$84,880.00
10	Optimization	Jun-28	750	$84,880.00
11	Optimization	Jul-28	750	$84,880.00
12	Optimization	Aug-28	750	$84,880.00
13	Optimization	Sep-28	620	$78,960.00
14	Optimization	Oct-28	620	$78,960.00
15	Optimization	Nov-28	620	$78,960.00
16	Optimization	Dec-28	620	$78,960.00
17	Optimization	Jan-29	620	$78,960.00
18	Optimization	Feb-29	620	$78,960.00
19	Optimization	Mar-29	620	$78,960.00
20	Optimization	Apr-29	620	$78,960.00
21	Optimization	May-29	620	$78,960.00
22	Optimization	Jun-29	620	$78,960.00
23	Optimization	Jul-29	620	$78,960.00
24	Optimization	Aug-29	620	$78,960.00
25	Optimization	Sep-29	570	$76,165.00
26	Optimization	Oct-29	570	$76,165.00
27	Optimization	Nov-29	570	$76,165.00
28	Optimization	Dec-29	570	$76,165.00
29	Optimization	Jan-30	570	$76,165.00
30	Optimization	Feb-30	570	$76,165.00
32	Optimization	Mar-30	570	$76,165.00

32	Optimization	Apr-30	570	$76,165.00
33	Optimization	May-30	570	$76,165.00
34	Optimization	Jun-30	570	$76,165.00
35	Optimization	Jul-30	570	$76,165.00
36	Optimization	Aug-30	570	$76,165.00
37	Optimization	Sep-30	570	$77,452.00
38	Travel	NA	NA	$0
Total				**$2,933,752.00**

IBM shall seek prior written notice from the County for any travel to County's office, expenses for travel shall be subject to Exhibit B. Terms and conditions for travel expense invoicing and reimbursement are covered in the Invoice section of this SOW.

4.1.1 Invoicing

The monthly fee specified in Table 8 will be billed by IBM monthly in advance. Fees for overages will be billed by IBM monthly in arrears.

Travel expenses in accordance with Exhibit B will be billed by IBM monthly in arrears.

Amounts are due upon receipt of the invoice from IBM and payable in accordance with Section 4 of the Agreement.

Purchase orders will be provided by County to IBM for charges as described in this section and are due prior to the performance of the Services. In the event that purchase orders are not received in a timely manner, IBM may 1) suspend the provision of Services; and/or 2) terminate this SOW for convenience.

4.2 Rollover Hours

The capacity model provides the ability to roll over unused hours from one month to the next, subject to the following restrictions:

- Unused hours can be 'rolled over' to the following month, but not to exceed the specified rollover limit for the monthly capacity.
- The maximum number of rollover hours for the specified capacity is forty (40) hours/month.
- The total aggregate rollover hours may not exceed more than four hundred (400) hours at any given time during the Term.
- At the end of the Term, any unused hours shall be forfeited.

4.3 Overage Charges

IBM will report monthly usage as a part of the service review meetings. For billing purposes, IBM will perform a quarterly reconciliation of monthly capacity (adjusted for hours rolled over) to actual hours utilized. IBM shall also bill County for any hours used that exceed the contracted amount ("Overage Hours").

- Overages will be billed by IBM at a blended rate of $125/hour, regardless of the location of resources performing the work.

4.4 Capacity Changes

Monthly capacity and usage will be reviewed by the parties during the service review meetings. County will have the option to request a change to the monthly capacity at the end of the first six (6) months of the Term (the "Initial Period"). Following the Initial Period, County may request a change to the monthly capacity upon thirty (30) days' prior written notice to IBM via a change order. Thereafter, capacity changes are permitted quarterly.

4.5 Termination of Services

4.5.1 Termination for Convenience

Notwithstanding anything to the contrary in the Agreement, the parties agree that County shall not terminate the Services under this SOW at any time and for any reason prior to the completion of the Initial Period.

After the Initial Period, either party may terminate this SOW in accordance with Section 22 of the Agreement.

4.6 Effect of Termination

If County or IBM, in good faith, terminates this SOW for convenience, County may request IBM to perform a transition to County, its assignees or another service provider ("Transition Out"). Transition Out activities will be conducted by IBM using monthly capacity hours. Should additional hours be required, such hours shall be billed to County as Overage Charges.

In the event of a termination for cause or convenience, County shall pay the following amounts to IBM:

a. the charges for Services IBM performed through termination, and any deliverables IBM has prepared through termination, whether or not completed or delivered; and

b. all costs and expenses IBM incurs in terminating the Services.

4.7 Rates

Requests related to the Cloud Environment that are not covered under the Services, such project work or major enhancements, will be estimated and billed by IBM separately from the Services, using the rates provided below and subject to the Change Control Process.

Resources	Annual
Onshore Consultants	$256.00
Offshore Consultants	$61.00

These rates are subject to an annual increase of three (3) percent for Onshore Consultants and Offshore Consultants starting in February 2027.

5. Assumptions

The following assumptions have been made in estimating the cost of this agreement as presented in this document:

1. Work will commence only after formal approval of the SOW and/or after the issuance of a 'Notice to Proceed'.
2. Any additional work associated with future releases requiring changes to application architecture, interfaces to/from external systems, and/or data conversions will be estimated by IBM and processed by the parties as a change order unless the additional work estimate falls within the definition of an Enhancement.

6. Tools

6.1 Generative Artificial Intelligence Tools

County is making available the Cloud Environments, which may contain Generative Artificial Intelligence capabilities (the "Third-Party GAI Tools") to IBM in connection with the provision of the Services under this SOW. As between the parties, County is solely responsible for the output of the Third-Party GAI Tools and the use of County’s data within the Third-Party GAI Tools. The output of the Third-Party GAI Tools is not a Project Material. However, when IBM provides the output to Client, IBM does not claim ownership rights to such output. Due to the nature of artificial intelligence, output may not be unique and other clients may receive similar output from such Third-Party GAI Tools.

If a third party asserts a claim against IBM relating to IBM’s use of the Third-Party GAI Tools in connection with the Services, County will defend IBM and IBM’s affiliates and personnel against that claim and pay amounts finally awarded by a court against IBM or included in a settlement approved by County.

If a change in law impairs either County’s or IBM’s ability to use the Third-Party GAI Tools as described in this SOW, the parties will negotiate in good faith the changes necessary to continue work. If the parties cannot agree, the portion of the work involving use of the Third-Party GAI Tools will terminate, and County will pay IBM for the Services performed through such termination.

6.2 IBM Tools

IBM will use IBM proprietary and third-party tools (the “Tools”), including artificial intelligence, during the Services to perform certain IBM responsibilities. The Tools and associated documentation: 1) are not provided or made available to County under this SOW even if County may view or have access to certain Tools and 2) remain the property of IBM or a third-party, as applicable. If any Tools are installed at County’s environment, County is not authorized to use the Tools upon completion of the SOW. County will remove the Tools upon completion of this SOW. The output of any generative artificial intelligence is not a Project Material and when IBM provides such output to County, IBM does not claim ownership rights to the output. To the extent County uses and accesses the Tools, such use and access is subject to the terms applicable to such Tools and to the extent necessary to receive the Services described in the SOW.

7. Approvals

This SOW and the Agreement, including all Exhibits and Appendices, are the complete agreement between County and IBM regarding Services and replace any prior oral or written communications between us. Accordingly, in entering into this SOW, neither party is relying upon any representation that is not specified in this SOW including without limitation, any representations concerning 1) estimated completion dates, levels of service, hours, or charges to provide any Service; 2) the experiences of other customers; or 3) results or savings County may achieve.

Each party accepts the terms of this SOW by signing this SOW (or another document that incorporates it by reference) by hand or, where recognized by law, electronically. Any reproduction of this SOW made by reliable means is considered an original. If there is a conflict between the terms of this SOW and the Agreement, the terms of the SOW will govern. IBM agrees to provide the Services provided County accepts this SOW, without modification, by signing in the space provided below on or before the SOW start date.

IN WITNESS WHEREOF, the parties have each caused this SOW to be signed and delivered by their duly authorized officers, all as of the date first set forth above.

Agreed to: ***Snohomish County ("Client")***	**Agreed to:** *IBM Consulting Services ("IBM")*
DRAFT - DO NOT SIGN By____ Authorized signature	**DRAFT - DO NOT SIGN** By____ Authorized signature
Title: County Executive Director	Title:
Name (type or print):	Name (type or print):
Date:	Date:
	Referenced Agreement name /date: Professional Services Agreement between Snohomish County and IBM dated ___________
Project Name: ***Managed Services for Oracle SaaS***	
Client address: 3000 Rockefeller Avenue, M/S 709 Everett, WA 98201	IBM address: 1 North Castle Drive Armonk, NY 10504

Required Administrative Information

Please provide the following to facilitate invoicing and payment of charges and promptly notify IBM of any changes.

Invoicing Address: *DIS.Admin@co.snohomish.wa.us*
Invoice Payment Contact Name: *DIS Administrative Services*
Invoice Payment Contact Email: *DIS.Admin@co.snohomish.wa.us*

Appendix 10 - Payment Schedule for Fusion Cloud Implementation

EDM Stage	Del #	Deliverable Name	Milestone Payment	5% Retainage	Net Payment
Phase 0- Common Design					
Common Design	P0-01	Project Mobilization	$ 81,560	$ 4,078	$ 77,482
	P0-02	Project Management Plan (Project Charter)	$ 81,560	$ 4,078	$ 77,482
	P0-03	MS Project Schedule (Phase 1)	$ 81,560	$ 4,078	$ 77,482
	P0-04	COA and Enterprise Structure	$ 122,340	$ 6,117	$ 116,223
	P0-05	Fin Track Module Demos	$ 81,560	$ 4,078	$ 77,482
	P0-06	Workforce Structure	$ 40,780	$ 2,039	$ 38,741
	P0-07	Change Management Strategy	$ 40,780	$ 2,039	$ 38,741
	P0-08	Data Conversion Strategy	$ 40,780	$ 2,039	$ 38,741
	P0-09	Integration Strategy	$ 40,780	$ 2,039	$ 38,741
	P0-10	MS Project Schedule (Phase 2)	$ 122,340	$ 6,117	$ 116,223
	P0-11	HCM Module Demo	$ 81,560	$ 4,078	$ 77,482
	P0-12	Phase 0 Retainage Release	NA	NA	$ 40,780
Common Design Total			**$ 815,600**	**$ 40,780**	**$ 815,600**
Phase 1 – Finance					
DEFINE	P1-01	Phase Kick-off	$ 114,500	$ 5,725	$ 108,775
	P1-02	Discovery Sessions	$ 190,860	$ 9,543	$ 181,317
	P1-03	Prel. System Process Flow Diagrams	$ 152,680	$ 7,634	$ 145,046
MODEL	P1-04	Sprint 1 (Conference Room Pilot) Completed	$ 229,030	$ 11,452	$ 217,579
	P1-05	Integration Functional Design (Set 1)	$ 114,500	$ 5,725	$ 108,775
	P1-06	Sprint 2 (Conference Room Pilot 2) Completed	$ 229,030	$ 11,452	$ 217,579
	P1-07	Data Conversion Functional Design	$ 229,030	$ 11,452	$ 217,579
	P1-08	Gap/Fit Analysis	$ 229,030	$ 11,452	$ 217,579
	P1-09	Integration Programs Development (set 1)	$ 190,860	$ 9,543	$ 181,317
	P1-10	Integration Functional Design (Set 2)	$ 114,510	$ 5,726	$ 108,785
	P1-11	Integration Programs Development (Set 2)	$ 190,860	$ 9,543	$ 181,317
	P1-12	Data Conversion Programs Development	$ 267,200	$ 13,360	$ 253,840
VERIFY	P1-13	Testing Strategy	$ 114,510	$ 5,726	$ 108,785
	P1-14	System Integration Testing	$ 305,370	$ 15,269	$ 290,102
	P1-15	User Acceptance Testing	$ 267,200	$ 13,360	$ 253,840
	P1-16	Training Materials	$ 190,860	$ 9,543	$ 181,317

DEPLOY	P1-17	Train-the-Trainer Training	$ 152,680	$ 7,634	$ 145,046
	P1-18	Go-Live with Applications for the phase	$ 190,860	$ 9,543	$ 181,317
	P1-19	Post-Production Support - Month 1	$ 114,510	$ 5,726	$ 108,785
	P1-20	Post-Production Support - Month 2	$ 114,510	$ 5,726	$ 108,785
	P1-21	Post-Production Support - (Phase Accepted)	$ 114,510	$ 5,726	$ 108,785
	P1-22	Phase 1 Retainage Release	NA	NA	$ 190,855
Phase 1 Total			**$ 3,817,100**	**$ 190,855**	**$ 3,817,100**
Phase 2 – HCM					
DEFINE	P2-01	Phase Kick-off	$ 129,000	$ 6,450	$ 122,550
	P2-02	Project Plan Updated	$ 215,000	$ 10,750	$ 204,250
	P2-03	Discovery Sessions	$ 172,000	$ 8,600	$ 163,400
	P2-04	Prel. System Process Flow Diagrams	$ 258,000	$ 12,900	$ 245,100
MODEL	P2-05	Sprint 1 (Conference Room Pilot) Completed	$ 129,000	$ 6,450	$ 122,550
	P2-06	Data Conversion Functional Design	$ 258,000	$ 12,900	$ 245,100
	P2-07	Integration Functional Design (Set 1)	$ 129,000	$ 6,450	$ 122,550
	P2-08	Sprint 2 (Conference Room Pilot 2) Completed	$ 258,000	$ 12,900	$ 245,100
	P2-09	Integration Program Development (Set 1)	$ 215,000	$ 10,750	$ 204,250
	P2-10	Integration Functional Design (Set 2)	$ 129,000	$ 6,450	$ 122,550
	P2-11	Gap-Fit Analysis	$ 215,000	$ 10,750	$ 204,250
	P2-12	Integration Program Development (Set 2)	$ 258,000	$ 12,900	$ 245,100
	P2-13	Data Conversion Programs Development	$ 129,000	$ 6,450	$ 122,550
VERIFY	P2-14	System Integration Testing	$ 301,000	$ 15,050	$ 285,950
	P2-15	Pay Reconciliation Testing	$ 258,000	$ 12,900	$ 245,100
	P2-16	User Acceptance Testing	$ 258,000	$ 12,900	$ 245,100
	P2-17	Training Materials	$ 215,000	$ 10,750	$ 204,250
DEPLOY	P2-18	Train-the-Trainer Training	$ 172,000	$ 8,600	$ 163,400
	P2-19	Go-Live with Applications for the phase	$ 215,000	$ 10,750	$ 204,250
	P2-20	Post-Production Support - Month 1	$ 129,000	$ 6,450	$ 122,550
	P2-21	Post-Production Support - Month 2	$ 129,000	$ 6,450	$ 122,550
	P2-20	Post-Production Support - (Phase Accepted)	$ 129,000	$ 6,450	$ 122,550
	P2-21	Phase 2 Retainage Release	NA	NA	$ 215,000
Phase 2 – HCM Total			**$ 4,300,000**	**$ 215,000**	**$ 4,300,000**

Appendix 10 - Payment Schedule for Fusion Cloud Implementation

Phase 3 – Budgeting					
DEFINE	P3-01	Phase Kick-off	$ 35,000	$ 1,750	$ 33,250
	P3-02	MS Project Schedule (Update for the phase)	$ 34,990	$ 1,750	$ 33,241
	P3-03	Discovery Sessions	$ 48,990	$ 2,450	$ 46,541
	P3-04	Requirements Traceability Matrix and Fit Gap	$ 48,990	$ 2,450	$ 46,541
MODEL	P3-05	Sprint 1 (Conference Room Pilot) Completed	$ 62,970	$ 3,149	$ 59,822
	P3-06	Design Document	$ 62,980	$ 3,149	$ 59,831
	P3-07	Sprint 2 (Conference Room Pilot 2) Completed	$ 62,980	$ 3,149	$ 59,831
VERIFY	P3-08	System Testing	$ 69,980	$ 3,499	$ 66,481
	P3-09	User Acceptance Testing	$ 55,980	$ 2,799	$ 53,181
	P3-10	Training Materials	$ 41,990	$ 2,100	$ 39,891
DEPLOY	P3-11	Train-the-Trainer Training	$ 34,990	$ 1,750	$ 33,241
	P3-12	Go-Live with the Applications for the phase	$ 48,990	$ 2,450	$ 46,541
	P3-13	Postproduction Support – Month 1	$ 27,990	$ 1,400	$ 26,591
	P3-14	Post-Production Support - Month 2	$ 34,990	$ 1,750	$ 33,241
	P3-15	Post-Production Support - (Phase Accepted)	$ 27,990	$ 1,400	$ 26,591
	P3-16	Phase 2 Retainage Release	NA	NA	$ 34,990
Phase 3 – Budgeting Total			**$ 699,800**	**$ 34,990**	**$ 699,800**
Phase 4 – Advanced HCM					
DEFINE	P4-01	Phase Kick-off	$ 17,130	$ 857	$ 16,274
	P4-02	MS Project Schedule (Update for the phase)	$ 25,700	$ 1,285	$ 24,415
	P4-03	Discovery Sessions	$ 28,560	$ 1,428	$ 27,132
MODEL	P4-04	Sprint (Conference Room Pilot) Completed	$ 28,560	$ 1,428	$ 27,132
	P4-05	Gap/Fit Analysis Complete	$ 42,840	$ 2,142	$ 40,698
VERIFY	P4-06	System Testing Completed	$ 45,700	$ 2,285	$ 43,415
	P4-07	User Acceptance Testing Completed	$ 34,270	$ 1,714	$ 32,557
	P4-08	Training Materials	$ 19,990	$ 1,000	$ 18,991
DEPLOY	P4-09	Train-the-Trainer Training	$ 17,140	$ 857	$ 16,283
	P4-10	Go-Live with Applications for the phase	$ 17,140	$ 857	$ 16,283
	P4-11	Post-Production Support - (Phase Accepted)	$ 8,570	$ 429	$ 8,142
	P4-12	Phase 4 Retainage Release	NA	NA	$ 14,280
Phase 4 – Advanced HCM Total			**$ 285,600**	**$ 14,280**	**$ 285,600**

Phase 5A – FDI for Financials					
DEFINE	P5A-01	FDI Reporting Strategy Complete	$ 21,660	$ 1,083	$ 20,577
MODEL	P5-A02	System Testing Complete	$ 32,490	$ 1,625	$ 30,866
VERIFY	P5A-03	User Acceptance Test & Training Complete	$ 27,080	$ 1,354	$ 25,726
DEPLOY	P5A-04	Deploy & Stabilization Phase Complete	$ 16,250	$ 813	$ 15,438
	P5A-05	1 Month Post-Production Support Complete	$ 10,820	$ 541	$ 10,279
	P5A-06	Phase 5A Retainage Release	NA	NA	$ 5,415
Phase 5B– FDI for HCM					
DEFINE	P5B-01	FDI Reporting Strategy Complete	$ 21,660	$ 1,083	$ 20,577
MODEL	P5B-02	System Testing Complete	$ 32,490	$ 1,625	$ 30,866
VERIFY	P5B-03	User Acceptance Test & Training Complete	$ 27,080	$ 1,354	$ 25,726
DEPLOY	P5B-04	Deploy & Stabilization Phase Complete	$ 16,250	$ 813	$ 15,438
	P5B-05	1 Month Post-Production Support Complete	$ 10,820	$ 541	$ 10,279
	P5B-06	Phase 5B Retainage Release	NA	NA	$ 5,415
		Phase 5– FDI Total	**$ 216,600**	**$ 10,830**	**$ 216,600**
		Project Deliverables Total	**$ 10,134,700**	**$ 506,735**	**$ 10,134,700**
		Travel Budget	$ 297,600		
		Project Total	**$ 10,432,300**		

The below are the cost associtated with the optional items scoped under section 3.16 of the SOW
The actual cost will be based on the final scope determined between County and IBM if the County decides to proceed with any or all of the items

Optional Implementation Services		
Optional Item	**Cost Estimate**	**Comments**
Additional 2000 Reporting Hours	$217,000	The scope for this item is as per Section 3.5.1
Optional 600 hours for Fast Formulas	$66,750	County has requested for 600 hours in the additional hours for Fast Formulas. County estimates that the total alloation for Fast Formulas needed is 2850 hours from IBM's original recommendation of ~10,000 hours. 2250 Hours are covered in the main scope
Rapid Testing One-time	$139,750	The scope for this item is as per Appendix 8 and Section 3.16.2 of the SOW
Rapid Testing -3-Year Total	$260,190	The scope for this item is as per Appendix 8 and Section 3.16.2 of the SOW
Managed Services 3 Year Total	$2,933,752	The scope for this item is as per Appendix 9 and Section 3.16.3 of the SOW
Oracle FDI Historical Data Archival Implementation	$461,000	The scope for this item is as per Appendix 11 and Section 3.16.4
Phase 6 (Full inventory)	$398,010	County will determine whether full Inventory needs to be implemented as a separate phase after all phases have gone live. Scope for this item is defined in Section 3.16.5 of the SOW
OGL Premium	$157,500	The scope for this item is as per Section 3.16.6 of the SOW

Appendix 11

Statement of Work

for

Optional Fusion Data Intelligence Data Warehouse

Prepared for

Snohomish County, WA

for

Enterprise Resource Planning System and Implementation

12/22/2025

Table of Contents

Fusion Data Intelligence Data Warehouse

This Statement of Work (SOW) between Snohomish County, WA (“County” or “Client”) and IBM Consulting Services (“IBM”) is subject to the Agreement for Professional Services. If there is a conflict between the terms of this SOW and the Agreement, the terms of this SOW shall prevail.

1. Solution Overview and Features

This SOW describes the services for implementing Historical Data Archiving using Oracle Fusion Data Intelligence (FDI)–provisioned Autonomous Data Warehouse (ADW). These services are independent of, and in addition to, the ERP and HCM FDI analytics implementation already included in the base scope.

2. Solution Scope

IBM will design and implement a Historical Data Archival and Enterprise Data Warehouse solution using custom schemas within the FDI–provisioned ADW.

The solution will consolidate historical data from multiple legacy systems into a centralized, governed analytics platform, including:

- Cayenta (on-premises SQL Server)
- HighLine (vendor-hosted Oracle database)
- NeoGov (vendor-hosted HR platform, accessed through vendor-supported data extract mechanisms)

Based on information provided by the County, the scope assumes approximately 521 GB of historical data comprising approximately 1.665 billion records across the above systems.

The Datawarehouse/archival solution will support:

- ERP historical data retention (including GL and related subledgers) for approximately seven (7) years, with queryable access for audit and reporting.
- HCM historical data retention using tiered access rules, including payroll data retained for up to sixty-five (65) years as archive-only. This data is retained and retrievable for compliance or query purposes but not initially indexed or exposed for routine ad-hoc analytics or dashboards.”
- Secure, role-based, read-only access for Finance, HR, audit, and public records use cases.
- Integration with FDI, that will logically reference and combine Fusion ERP and HCM data ingested via Oracle-delivered FDI pipelines* with archived historical data loaded into custom ADW schemas.

  *Does not include modification of Oracle-delivered pipelines
- The scope includes one-time historical data ingestion, validation, and enablement of analytics access. Ongoing operational reporting, real-time data replication, and legacy system decommissioning are excluded.
- Fusion ERP and HCM data will continue to be ingested into FDI via Oracle-delivered pipelines; archived historical data will be loaded by IBM into separate custom schemas within ADW. Combined reporting will be enabled by IBM through database views that logically reference both datasets.
- As part of the archival enablement, IBM will deliver up to ten (10) custom database views and/or reports built on top of archived historical data and related ADW access views. These reports may be visualized using Oracle Analytics Cloud (OAC) delivered as part of FDI and may reference both Fusion-sourced FDI data and archived historical data through database views. These reports will not require or include modification of Oracle-delivered FDI semantic models or analytics content.

- The County has the discretion to assign additional work from Exhibit A "Bucket of Hours for Custom Reports" that can be used for development of FDI Data Warehouse/ archival custom reports and dashboards.

2.1 Scope of Work

IBM shall migrate the in-scope data while ensuring data integrity and minimal disruption to County business operations, which involves the following key steps:

a. **Analysis and Planning:** Perform a detailed assessment of the current existing system environment, including data structure, dependencies, and required configurations. Develop a migration strategy and timeline. Build FDI Data Warehouse Project Plan.

b. **Data Extraction/Export:** Process historical data provided in a mutually agreed extract format (for example, database exports, flat files such as CSV, or other vendor-supported formats), stage the data as required, and prepare it for import to Oracle ADW.

c. **Oracle Database Setup:** Design and implement the FDI-ADW custom schemas and security protocols.

d. **Data Import:** Execute the import process, ensuring that all data is accurately transferred from the existing system to Oracle ADW DB, while maintaining data integrity and consistency.

e. **Testing and Validation:** Conduct testing and validation to ensure the accuracy and completeness of the moved data. Address any issues or discrepancies identified during this phase.

f. **Data Access:** Configure data access so that only authorized users will be allowed to access the data by means of (FDI) Oracle Analytics Cloud.

In Scope Activities Include:

1) Legacy Source Analysis (Cayenta, HighLine, NeoGov)

- Data retention & access strategy design
- ADW archive schema design (ERP + HCM domains)
- Security & access model design (HR vs Finance vs IT)

2) Data Extraction & Ingestion - Technical Design and Build

- Cayenta extraction pipelines
- HighLine extraction pipelines
- NeoGov (file-based selective modules)
- Staging and load orchestration
- ERP Archive model (GL focused 7-years)
- HCM Archive model (multi-retention tiers)
- Transformation & ADW Custom Schemas

3) Data Normalization

- Fusion dimension alignment
- Views for Fusion + Historical data reporting
- FDI semantic alignment

- Validation with business users

4) **FDI Integration & Reporting Enablement**
    - Views for combined Fusion + Archive reporting
    - FDI semantic alignment
    - ERP and HR historical reporting and dashboard enablement based on archived data
    - Public records query enablement
    - Validation with business users

5) **Record count & load validation / Testing & Training**
    - Financial reconciliation
    - HR data sampling and audit checks
    - End user training
    - County support and signoff cycles

2.2 Project Timeline

Services are estimated to start in July 2026 and will be performed by IBM based on a 12-month schedule to coincide with baseline FDI implementation. Changes to project kickoff shall be mutually agreed to in writing by IBM and the County.

2.3 Roles and Responsibilities

Data Migration Tasks	Assigned to	
	IBM	**County**
Design and develop the methods and programs for the data warehouse/archival scope	*Lead*	*Support*
Extract data from the legacy system(s) in requested format	*Support*	*Lead*
Load data into custom data solution in Autonomous Data Warehouse custom schema and validate that the data provided by County was loaded correctly.	*Lead*	*Support*
Verify exported data format in ADW	*Lead*	*Support*
Validate historical data in ADW	*Support*	*Lead*
Work with IBM to identify sources of archival errors and resolve archival error issues	*Support*	*Lead*

The following describes roles and responsibilities of key IBM staff:

IBM Roles & Responsibilities

Role	*Responsibility*	*IBM*
Project Management/FDI Lead (Onshore)	*Project Oversight*	*Lead*
	Management Escalation	*Co-Lead*
	Co-ordination with other department for data/files, as required	*Assist*
	Training Plan & Coordination	*Lead*

Role	Responsibility	IBM
OCI/Security Architect (Offshore)	*OCI Configuration*	*Lead*
	SSO Configuration	*Lead*
Functional SME (HCM) (Offshore)	*Requirements Analysis*	*Lead*
	Gap Analysis	*Lead*
	Solution Design	*Lead*
	Solution demo – Reports/Dashboards	*Lead*
	Acceptance Testing	*Co-Lead*
	Train the Trainer	*Lead*
	Co-ordination with other department for data/files, as required	*Assist*
FDI Architect (Onshore, Offshore)	*Setup FDI environment and enable Prebuilt solution*	*Lead*
	Requirements Analysis	*Lead*
	Gap Analysis	*Lead*
	Solution Design	*Lead*
	Solution demo – Reports/Dashboards	*Lead*
	System Integration Testing	*Lead*
	Train the Trainer	*Lead*
	Acceptance Testing	*Co-Lead*
	Production Deployment	*Lead*
	Post-Production Support	*Lead*

The following describes roles and responsibilities of County staff:
County Roles and Responsibilities

Role	Responsibility	COUNTY
Project Management	*Project Oversight*	*Co-Lead*
	Management Escalation	*Co-Lead*
	Coordination with other department for data/files, as required	*Lead*
	Training Plan & Coordination	*Co-Lead*
Business Users	*Requirements Analysis*	*Co-Lead*
	Solution Design	*Assist*
	Solution demo – Reports/Dashboards	*Assist*
	Acceptance Testing	*Co-Lead*
	End user training	*Assist*
	Coordination with other department for data/files, as required	*Lead*
Sys/Network Admin	*OCI Configuration*	*Assist*
	SSO Configuration	*Assist*

2.4 Status Reports

The County and IBM Project Managers will be responsible for ensuring that effective and open lines of communication are maintained throughout the project. Project status monitoring shall include:

- Weekly project status reports
- Project Risk, Action Item, Issue, and Decision (RAID) log

The IBM Project Manager shall create project status reports and post them to the project repository.

Project Management structure will be in accordance with section 4.3 of Exhibit A.

2.5 Milestones and Payment Fees

This fee covers all IBM professional services required to design, implement, validate, and enable the historical data archival solution using Oracle Fusion Data Intelligence (FDI)–provisioned Autonomous Data Warehouse (ADW), in accordance with the scope, assumptions, and exclusions defined herein. Oracle Cloud Infrastructure subscription fees (including ADW storage and compute), third-party vendor costs, and County-procured licenses are excluded from this fee.

Payment Milestones

Payments will be invoiced by IBM upon completion and County acceptance of the milestones outlined below.

Milestone	***Description***	***% of Total***	***Acceptance Criteria***	***Amount***
Milestone 1	Contract execution and project initiation	20%	Event completed – Kick-off Meeting for Project Stakeholders	$92,200
Milestone 2	Completion of archival architecture, data models, and ingestion design as defined in section 2.1 a, b, and c	25%	System event and Design documentation completed	$115,250
Milestone 3	Completion of historical data ingestion, validation, and combined reporting enablement; End user training as defined in section 2.1 d and e	35%	System event completed	$161,350
Milestone 4	Final acceptance and project close-out as defined in section 2.1 f	20%	System live event and support documentation completed	$92,200
				Total Fees $461,000

2.6 Key Assumptions

- The solution assumes approximately 521 GB of historical data and 1.665 billion records across Cayenta, HighLine, and NeoGov.
- NeoGov data ingestion will be selective by functional domain (Onboard, Learn, Insight, OHC, eForms), and accessed through vendor-supported data extract mechanisms, subject to NeoGov contractual and technical constraints.
- No data transformation, cleansing, enrichment, or remediation is included; it is assumed that the County will provide cleansed data extracts.
- IBM's scope includes data loading, validation, and reconciliation using mutually agreed test strategies including record counts and sampling.
- Archived data will be stored by IBM in custom ADW schemas.
- Payroll data retained for extended durations (up to 65 years) will be treated by IBM as archive-only data, retained for compliance or query purposes and not indexed or exposed for routine ad-hoc analytics, dashboards, or self-service reporting, through subject areas or dashboards
- FDI integration is limited to database views and related database access objects (such as roles, synonyms, and privileges) within ADW to enable controlled access to archived and Fusion-sourced data. Oracle-delivered FDI semantic models, subject areas, and dashboards will not be modified.
- Project timelines are assumed to align with ERP module go-live schedules and may overlap with baseline FDI phases.
- Oracle ADW infrastructure, storage, and OCI subscription costs are excluded from IBM services pricing and will be procured by the County.
- Any increase in data volume, additional sources, expanded reporting, or changes to retention rules will be managed by the parties via the Change Control Process set forth in Appendix 4.

2.7 Project Staffing Roles & Responsibilities

For this SOW, the following resources will be staffed from IBM:

- FDI Data Architect
- Senior ETL Consultant
- Senior Business Intelligence Consultant

3. Information Security and Data Protection

3.1 Data Processing and Protection Data Sheets

IBM's Data Processing Addendum at http://ibm.com/dpa (DPA) Appendix 7 of Exhibit A of the Agreement, and the Data Processing and Protection Data Sheet(s) (referred to as data sheet(s).

4. Project Responsibilities and Procedures

Project Management structure will be in accordance with section 4.3 of Exhibit A.

4.1 Client Point of Contact Responsibilities

Prior to the start of the Services, Client will designate a Client point of contact who will manage all communications, and who will have the authority to act on Client's behalf in all matters. Client point of contact will:

a. complete and return any questionnaires or checklists within five (5) days of receipt;

b. serve as the interface between IBM's project team and all Client departments;

c. attend status meetings;

d. obtain and provide applicable information, data, consents, decisions and approvals as required by IBM to perform the Services, within two (2) business days of IBM's request, unless Client and IBM agree in writing to a different response time. As applicable, review deliverables submitted by IBM in accordance with the deliverable acceptance procedure;

e. help resolve and escalate Services issues within Client's organization as needed; and

f. administer the change order process as defined and outlined in **Appendix 4 – Project Change Control Process** with the IBM project manager.

4.2 Client General Responsibilities

IBM's performance is dependent upon Client's fulfillment of its responsibilities at no charge to IBM. Any delay in performance of Client's responsibilities may result in additional charges and/or delay and will be handled by the parties in accordance with the change order process as defined and outlined in **Appendix 4 – Project Change Control Process**. Client will:

a. make appropriate personnel available as required by the project plan to perform Client responsibilities and to enable IBM to implement and provide the Solution;

b. provide safe access, suitable office space, supplies, high speed connectivity to the Internet, and other facilities needed by IBM personnel while working at Client's location;

c. provide information and materials IBM requires to provide the Solution. IBM will not be responsible for any loss, damage, delay or deficiencies in the Solution arising from inaccurate, incomplete, or otherwise deficient information or materials supplied by or on behalf of Client;

d. if making available to IBM any facilities, software, hardware, third party or other resources to enable the Solution, obtain at no cost to IBM any licenses or approvals related to these resources that may be necessary for IBM to provide the Solution. IBM will be relieved of its obligations that are adversely affected by Client's failure to promptly obtain such licenses or approvals. Client agrees to reimburse IBM for any reasonable expenses that IBM may incur from Client's failure to obtain these licenses or approvals;

4.3 Project Change Control Process

A project change request ("PCR") will be the vehicle used by the parties for documenting a change. The PCR will be completed by the parties in accordance with Section 35 of the Agreement and the change order process as defined and outlined in **Appendix 4 – Project Change Control Process**.

4.4 Deliverable Acceptance Procedure

Deliverable Acceptance will follow the process described in Section 9 of the Agreement and Section 6 of Schedule A.

4.5 Escalation Procedure

Client and IBM will meet to resolve issues relating to the Solution. If it is not resolved within three (3) business days of the initial meeting, Client's executive sponsor will meet with IBM to resolve the issue. If the conflict is resolved, the resolution will be addressed by the parties through the change order process as defined and outlined in **Appendix 4 – Project Change Control Process**. While a conflict is being resolved, IBM will provide Cloud Solution and Services relating to items not in dispute, to the extent practicable pending resolution of the conflict; Client agrees to pay invoices for any charges due.

This SOW and the Agreement identified below, including all Exhibits and Appendices, are the complete agreement regarding Solution, and replace any prior oral or written communications between us. Accordingly, neither party is relying upon any representation that is not specified in this SOW, including without limitation, any representations concerning 1) estimated completion dates, levels of service, hours, or charges to provide the Solution; 2) the experiences of other customers; or 3) results or savings Client may achieve.

Each party accepts the terms of this SOW by signing this SOW (or another document that incorporates it by reference) by hand or, where recognized by law, electronically. Any reproduction of this SOW made by reliable means is considered an original. If there is a conflict between the terms of this SOW and the Agreement, the terms of the SOW will govern.

Agreed to: ***Snohomish County ("Client")***	**Agreed to:** ***IBM Consulting Services ("IBM")***
DRAFT - DO NOT SIGN	DRAFT - DO NOT SIGN

By_____________________________________ Authorized signature	By_____________________________________ Authorized signature
Title: County Executive Director	Title:
Name (type or print):	Name (type or print):
Date:	Date:
Customer number:	Referenced Agreement name/number/date: Professional Services Agreement between Snohomish County and IBM dated _______________
Client address: 3000 Rockefeller Avenue, M/S 709 Everett, WA 98201	IBM address: 1 North Castle Drive Armonk, NY 10504

Required Administrative Information

Please provide the following to facilitate invoicing and payment of charges and promptly notify IBM of any changes.

Invoicing Address: *DIS.Admin@co.snohomish.wa.us*
Invoice Payment Contact Name: *DIS Administrative Services*
Invoice Payment Contact Email: *DIS.Admin@co.snohomish.wa.us*

IBM Data Security and Privacy Principles

1. Definitions

Capitalized terms used herein have the meanings given below or if not defined below, the meanings given in the applicable written contract between IBM and Client for the IBM Services.

Client – is the entity to which IBM is providing the IBM Services under an IBM Services Document.

Components – are the application, platform, or infrastructure elements of an IBM Service that IBM operates and manages.

Content – consists of all data, software, and information that Client or its authorized users provide, authorize access to, or input to IBM Services.

DSP – is this IBM Data Security and Privacy Principles document.

IBM Cloud Services – are "as a service" IBM offerings that IBM makes available via a network, such as software as a service, platform as a service, or infrastructure as a service.

IBM Services Document – is a Transaction Document and any other document that is incorporated into a written contract between IBM and a Client and that addresses details of a specific IBM Service.

IBM Services – are (a) IBM Cloud Services, (b) other IBM service offerings, including infrastructure or application service offerings that IBM delivers and dedicates to or customizes for a Client, and (c) any other services, including consulting, maintenance, or support, that IBM provides to a Client.

Security Incident – is an unauthorized access and unauthorized use of Content.

Transaction Document – is a document that details the specifics of transactions, such as charges and a description of and information about an IBM Cloud Service. Examples of Transaction Documents include statements of work, service descriptions, ordering documents and invoices for an IBM Cloud Service. There may be more than one Transaction Document applicable to a transaction.

2. Overview

The technical and organizational measures provided in this DSP apply to IBM Services (including any Components) only where IBM has expressly agreed to comply with the DSP in a written contract between IBM and Client. For clarity, those measures do not apply where Client is responsible for security and privacy or as specified below or in an IBM Services Document.

a. Client is responsible for determining whether an IBM Service is suitable for Client's use and implementing and managing security and privacy measures for components that IBM does not provide or manage within the IBM Services. Examples of Client responsibilities for IBM Services include: (1) the security of systems and applications built or deployed by the Client upon an infrastructure as a service or platform as a service offering or upon infrastructure, Components or software that IBM manages for a Client, and (2) Client end-user access control and application level security configuration for a software as a service offering that IBM manages for a Client or an application service offering that IBM delivers to a Client.

b. Client acknowledges that IBM may modify this DSP from time to time at IBM's sole discretion and such modifications will replace prior versions as of the date that IBM publishes the modified version. Notwithstanding anything to the contrary in any written contract between IBM and Client, the intent of any modification will be to: (1) improve or clarify existing commitments, (2) enable IBM to appropriately prioritize its security focus to address evolving data and cybersecurity threats and issues, (3) maintain alignment to current adopted standards and applicable laws, or (4) provide additional features and functionality. Modifications will not degrade the security or data protection features or functionality of IBM Services.

c. In the event of any conflict between this DSP and an IBM Services Document, the IBM Services Document will prevail and if the conflicting terms are in a Transaction Document, they will be identified as overriding the terms of this DSP and will only apply to the specific transaction.

3. Data Protection

a. IBM will treat all Content as confidential by not disclosing Content except to IBM employees, contractors, and suppliers (including subprocessors), and only to the extent necessary to deliver the IBM Services.

b. Security and privacy measures for each IBM Service are implemented in accordance with IBM's security and privacy by design practices to protect Content processed by an IBM Service, and to maintain the availability of such Content pursuant to the applicable written contract between IBM and Client, including applicable IBM Services Documents.

c. Additional security and privacy information specific to an IBM Service may be available in the relevant IBM Services Document or other standard documentation to aid in Client's initial and ongoing assessment of an IBM Service's suitability for Client's use. Such information may include evidence of stated certifications and accreditations, information related to such certifications and accreditations, data sheets, FAQs, and other generally available documentation. IBM will direct Client to available standard documentation if asked to complete Client-preferred security or privacy questionnaires.

4. Security Policies

a. IBM will maintain and follow written IT security policies and practices that are integral to IBM's business and mandatory for all IBM employees. The IBM Chief Information Security Officer will maintain responsibility and executive oversight for such policies, including formal governance and revision management, employee education, and compliance enforcement.

b. IBM will review its IT security policies at least annually and amend such policies as IBM deems reasonable to maintain protection of IBM Services and Content.

c. IBM will maintain and follow its standard mandatory employment verification requirements for all new hires and will extend such requirements to wholly-owned IBM subsidiaries. In accordance with IBM internal processes and procedures, these requirements will be periodically reviewed and include, but may not be limited to, criminal background checks, proof of identity validation, and additional checks as deemed necessary by IBM. Each IBM company is responsible for implementing these requirements in its hiring process as applicable and permitted under local law.

d. IBM employees will complete IBM's security and privacy education annually and certify each year that they will comply with IBM's ethical business conduct, confidentiality, and security policies, as set out in IBM's Business Conduct Guidelines. Additional training will be provided to any persons granted privileged access to Components that is specific to their role within IBM's operation and support of the IBM Services, and as required to maintain compliance and accreditations stated in any relevant IBM Services Document.

5. Compliance

a. For standard (non-custom) IBM Cloud Services, the measures implemented and maintained by IBM within each IBM Cloud Service will be subject to annual certification of compliance with ISO 27001 or SSAE SOC 2, or both, unless stated otherwise in an IBM Services Document.

b. Additionally, IBM will maintain compliance and accreditation for the IBM Services as defined in an IBM Services Document.

c. Upon request, IBM will provide evidence of the compliance and accreditation required by 5a. and 5b., such as certificates, attestations, or reports resulting from accredited independent third-party audits (accredited independent third-party audits will occur at the frequency required by the relevant standard).

d. IBM is responsible for these data security and privacy measures even if IBM uses a contractor or supplier (including subprocessors) in the delivery or support of an IBM Service.

6. Security Incidents

a. IBM will maintain and follow documented incident response policies consistent with National Institute of Standards and Technology, United States Department of Commerce (NIST) guidelines or equivalent industry standards for computer security incident handling and will comply with the data breach notification terms of the applicable written contract between IBM and Client.

b. IBM will investigate Security Incidents of which IBM becomes aware, and, within the scope of the IBM Services, IBM will define and execute an appropriate response plan. Client may notify IBM of a suspected vulnerability or incident by submitting a request through the incident reporting process specific to the IBM Service (as referenced in an IBM Services Document) or, in the absence of such process, by submitting a technical support request.

c. IBM will notify Client without undue delay upon confirmation of a Security Incident that is known or reasonably suspected by IBM to affect Client. IBM will provide Client with reasonably requested information about such Security Incident and the status of any IBM remediation and restoration activities.

7. Physical Security and Entry Control

a. IBM will maintain appropriate physical entry controls, such as barriers, card-controlled entry points, surveillance cameras, and manned reception desks, to protect against unauthorized entry into IBM managed facilities (data centers) used to host the IBM Services. Auxiliary entry points into such data centers, such as delivery areas and loading docks, will be controlled and isolated from computing resources.

b. Access to IBM-managed data centers and controlled areas within those data centers will be limited by job role and subject to authorized approval. Such access will be logged, and such logs will be retained for not less than one year. IBM will revoke access to IBM-managed data centers upon separation of an authorized employee. IBM will follow formal documented separation procedures that include prompt removal from access control lists and surrender of physical access badges.

c. Any person granted temporary permission to enter an IBM-managed data center facility or a controlled area within such a data center will be registered upon entering the premises, must provide proof of identity upon registration, and will be escorted by authorized personnel. Any temporary authorization to enter, including deliveries, will be scheduled in advance and require approval by authorized personnel.

d. IBM will take precautions to protect the physical infrastructure of IBM managed data center facilities against environmental threats, both naturally occurring and man-made, such as excessive ambient temperature, fire, flood, humidity, theft, and vandalism.

8. Access, Intervention, Transfer and Separation Control

a. IBM will maintain a documented security architecture for Components. IBM will separately review such security architecture, including measures designed to prevent unauthorized network connections to systems, applications and network devices, for compliance with its secure segmentation, isolation, and defense-in-depth standards prior to implementation.

b. IBM may use wireless networking technology in its maintenance and support of the IBM Services and associated Components. Such wireless networks, if any, will be encrypted and require secure authentication and will not provide direct access to IBM Cloud Services networks. IBM Cloud Services networks do not use wireless networking technology.

c. IBM will maintain measures for an IBM Service that are designed to logically separate and prevent Content from being exposed to or accessed by unauthorized persons. IBM will maintain appropriate isolation of its production and non-production environments, and, if Content is transferred to a non-production environment, for example to reproduce an error at Client's request, security and privacy protections in the non-production environment will be equivalent to those in production.

d. IBM will encrypt Content not intended for public or unauthenticated viewing when transferring Content over public networks and enable use of a cryptographic protocol, such as HTTPS, SFTP, or FTPS, for Client's secure transfer of Content to and from the IBM Services over public networks.

e. IBM will encrypt Content at rest if and as specified in an IBM Services Document. If an IBM Service includes management of cryptographic keys, IBM will maintain documented procedures for secure key generation, issuance, distribution, storage, rotation, revocation, recovery, backup, destruction, access, and use.

f. If IBM requires access to Content to provide the IBM Services, and if such access is managed by IBM, IBM will restrict access to the minimum level required. Such access, including administrative access to any underlying Components (privileged access), will be individual, role-based, and subject to approval and regular validation by authorized IBM personnel following the principles of segregation of duties. IBM will maintain measures to identify and remove redundant and dormant accounts with privileged access and will promptly revoke such access upon the account owner's separation or upon the request of authorized IBM personnel, such as the account owner's manager.

g. Consistent with industry standard practices, and to the extent natively supported by each Component, IBM will maintain technical measures enforcing timeout of inactive sessions, lockout of accounts after multiple sequential failed login attempts, strong password or passphrase authentication, password change frequency, and secure transfer and storage of such passwords and passphrases.

h. IBM will monitor use of privileged access and maintain security information and event management measures designed to: (1) identify unauthorized access and activity, (2) facilitate a timely and appropriate response, and (3) enable internal and independent third-party audits of compliance with documented IBM policy.

i. Logs in which privileged access and activity are recorded will be retained in compliance with IBM's worldwide records management plan. IBM will maintain measures designed to protect against unauthorized access, modification, and accidental or deliberate destruction of such logs.

j. To the extent supported by native device or operating system functionality, IBM will maintain computing protections for its end-user systems that include, but may not be limited to, endpoint firewalls, full disk encryption, signature-based malware detection and removal, time-based screen locks, and endpoint management solutions that enforce security configuration and patching requirements.

k. IBM will securely sanitize physical media intended for reuse prior to such reuse, and will destroy physical media not intended for reuse, consistent with NIST guidelines for media sanitization.

9. Service Integrity and Availability Control

a. IBM will: (1) perform security and privacy risk assessments of the IBM Services at least annually, (2) perform security testing and vulnerability assessments of the IBM Services before production release and at least annually thereafter, (3) enlist a qualified independent third party, IBM X-Force™ or, if specified in an IBM Services Document, another qualified testing service to perform penetration testing of the IBM Cloud Services, at least annually, (4) perform automated vulnerability scanning of underlying Components of the IBM Services against industry security configuration best practices, (5) remediate identified vulnerabilities from security testing and scanning, based on associated risk, exploitability, and impact, and (6) take reasonable steps to avoid disruption to the IBM Services when performing its tests, assessments, scans, and execution of remediation activities.

b. IBM will maintain measures designed to assess, test, and apply security advisory patches to the IBM Services and associated systems, networks, applications, and underlying Components within the scope of the IBM Services. Upon determining that a security advisory patch is applicable and appropriate, IBM will implement the patch pursuant to documented severity and risk assessment guidelines, based on Common Vulnerability Scoring System ratings of patches, when available. Implementation of security advisory patches will be subject to IBM change management policy.

c. IBM will maintain policies and procedures designed to manage risks associated with the application of changes to IBM Services. Prior to implementation, changes to an IBM Service, including its systems, networks, and underlying Components, will be documented in a registered change request that includes a description of and reason for the change, implementation details and schedule, a risk statement addressing impact to the IBM Service and its clients, expected outcome, rollback plan, and documented approval by authorized personnel.

d. IBM will maintain an inventory of all information technology assets used in its operation of IBM Services. IBM will continuously monitor and manage the health, including capacity, and availability of IBM Services and underlying Components.

e. Each IBM Service will be separately assessed for business continuity and disaster recovery requirements through appropriate business impact analysis and risk assessments intended to identify and prioritize critical business functions. Each IBM Service will have, to the extent warranted by such risk assessments, separately defined, documented, maintained, and annually validated business continuity and disaster recovery plans consistent with industry standard practices. Recovery point and time objectives for an IBM Service, if provided for in the relevant IBM Services Document, will be established with consideration given to the IBM Service's architecture and intended use. Physical media intended for off-site storage, if any, such as media containing backup files, will be encrypted prior to transport.

Software Product Compatibility Reports

Detailed System Requirements

IBM Rapid Testing for Oracle Cloud

Contents

Data Processing and Protection Datasheet

This document specifies IBM's Data Processing and Protection details for the specific Cloud Service(s) listed above.

This Data Sheet is also considered as the DPA Exhibit and specifies the DPA at www.ibm.com/dpa for the identified Cloud Service, if the DPA is applicable.

The provisions of the EU Data Act Terms - section Switching Data Processing Services available at www.ibm.com/dpa, govern the switching between Data Processing Services, if Regulation (EU) 2023/2854 ("Data Act") is applicable.

1. Categories of Data Subjects

The Categories of Data Subjects (individuals) whose Personal Data generally are or can be processed within the Cloud Service are:

This Cloud Service is not designed to process Personal Data in the Content.

2. Content

The types of data that generally are or can be Processed as Content within this Cloud Service are described in this Section. Client is responsible for not including any data in the Content that the Cloud Service is not designed to Process. Client should not include Personal Data in text fields that are not intended for or do not request Personal Data. Client is responsible to assess if the Cloud Service, including its security features, functions and certifications, is appropriate for Personal Data and other regulated Content.

- This Cloud Service is not designed to Process Content which includes Personal Data or non-personal regulated data.

2.1 Types of Personal Data and Special Categories of Personal Data

This Cloud Service is not designed to Process Personal Data or Special Categories of Personal Data

2.1.1 Types of Personal Data

The following types of Personal Data generally are or can be Processed as Content within this Cloud Service:

- This Cloud Service is not designed to process any Personal Data.

2.1.2 Special Categories of Personal Data

The following Special Categories of Personal Data generally are or can be Processed as Content within this Cloud Service:

- This Cloud Service is not designed to process any Special Categories of Personal Data.

3. Duration of Processing

- IBM will permanently retain Content that is stored or persisted within this Cloud Service after termination or expiration of the Cloud Service, until the end of life of the service or supporting infrastructure.

4. Technical and Organizational Measures

The technical and organizational measures (TOMs) described in this Section 4 apply to all Content Processed at each processing location by IBM, IBM Subprocessors, and third-party Subprocessors:

4.1 Base Technical and Organizational Measures

IBM's foundational TOMs for data security and protection within its Cloud Services are as described in IBM's Data Security and Privacy Principles (https://www.ibm.com/cloud/data-security). Modifications to the foundational TOMs for this Cloud Service are described below or within the specific Cloud Service Description (https://www.ibm.com/support/customer/csol/terms/?cat=cloud-sd-ibmcloud).

4.2 Modifications to foundational TOMs

The foundational TOMs as described in the IBM Data Security and Privacy Principles are modified for this Cloud Service as follows:

- This Cloud Service is not subject to annual independent third-party penetration testing.

4.3 Additional TOMs

The following additional TOMs are applicable to this Cloud Service:

4.3.1 Data Security

- Content is encrypted when transmitted by IBM on any public networks.
- Content is encrypted when transmitted by IBM within the Cloud Service's private datacenter network.
- Content is encrypted at rest.

4.3.2 Business Continuity

- Client is responsible for their own data backup, and associated recovery of Content, in the event of disaster situation.

4.4 Certifications

This Cloud Service maintains the following industry recognized compliance, certifications, attestations, or reports as one measure of this Cloud Service's implementation of the TOMs:

- ISO 27001

5. Deletion and Return of Content

- IBM does not support the return or removal of Content at Client request for this Cloud Service.
- Where IBM stores Client Personal Data, as part of the cloud service, IBM hereby certifies that all Client Personal Data are deleted at the end of the retention period specified in section 3.

6. IBM Processing Locations

Content is Processed at the following locations. Depending on the Cloud Service, IBM may be able to limit Processing of Content to a subset of these locations, upon request. See the Service Description (https://www.ibm.com/support/customer/csol/terms/?cat=cloud-sd-ibmcloud) for details.

All the data types listed in Section 2 above may be Processed in the following locations. IBM generally does not have access to Content. When Content is accessed or moved by IBM, the access or movement is limited to the minimum necessary to provide and maintain the Cloud Service or respond to a Client request, and follows the least privileged access principle that is logged and monitored.

Location	Processing Activities
India	Development - Design, development, build, or test Customer Support - Help desk or other technical support Operations - Provision, maintenance, or management (including security and integrity management) of applications, networks, systems, or infrastructure, including services and devices owned, manufactured, or controlled by Client

A list of IBM affiliates associated with each of the IBM Processing locations above can be found at www.ibm.com/cloud/subprocessors .

When the DPA is applicable, these IBM affiliates are considered Subprocessors and any changes to these Subprocessors are subject to the DPA. IBM will notify Client of any intended addition or replacement to the IBM affiliates listed above via the self-service portal referred to in 'IBM Contact and Notification' Section below and by updating of the document published at www.ibm.com/cloud/subprocessors .

7. Third-Party Subprocessors

Content is Processed by the following third-party Subprocessors below. All the data types listed in Section 2 above may be Processed by the following third-party Subprocessors.

Subprocessor	Corporate Headquarters	Processing Activities
Amazon (AWS)	United States	Hosting - Storage, backup, or other computing resources
Atlassian	Australia	Hosting - Storage, backup, or other computing resources
Okta, Inc.	United States	Hosting - Storage, backup, or other computing resources
PractiTest Ltd	Israel	Hosting - Storage, backup, or other computing resources

This Data Sheet will be updated for any intended additional or replacement third-party Subprocessors. Clients can subscribe to the self-service portal referred to in 'IBM Contact and Notification' Section below to subscribe for an automatic notification of such updates. Additional details for each third-party Subprocessor are available upon request.

8. Transborder Data Processing

8.1 In the case of a transfer of Client Personal Data to a Non-Adequate Country, the parties shall cooperate to ensure compliance with the applicable Data Protection Laws requirements as set out in the Transborder Data Processing Mechanisms document available at IBM Terms .

8.2 IBM publishes information regarding/about Clients' data safeguards in the event of any government requests for Client data in the IBM Law Enforcement Requests Transparency Report available at: https://www.ibm.com/support/pages/ibm-privacy

9. IBM Contact and Notifications

For data privacy related questions, the IBM privacy team can be contacted at chiefprivacyoffice@ca.ibm.com.

A self-service portal is also available at mycloudservices.ibm.com to allow Clients to subscribe for push notifications concerning any changes to the Cloud Service's data processing, technical and organizational measures, and IBM Processing Locations or third-party Subprocessor Processing Content.

Glossary

Bitness	Compatibility of the product with the bit version support that is provided by an operating system. Different parts of a product might run on the same operating system but support different application bitness. For example, one part of the product might run only in 32-bit mode, whereas another might support 64-bit tolerate mode. **31:** The product or part of the product runs as a 31-bit application in a 31-bit operating environment. **32:** The product or part of the product runs as a 32-bit application in a 32-bit operating environment. **64-tolerate:** The product or part of the product runs as a 32-bit application in a 64-bit operating environment. **64-exploit:** The product or part of the product runs natively as a 64-bit application in a 64-bit operating environment.
Co-packaged	Additional products that are included in the product package.
Co-installed	Additional products that are included in the product package and installed when the product is installed.
Deployment unit	**Deployment Structure** identifies pieces of a product that can be independently deployed onto one or more machines in a distributed infrastructure. • The top level of the deployment structure consists of one or more deployment units. There are four possible deployment units that a product might support: Desktop, Server, Agent or client, Mobile. • Deployment units may be further divided into deployable **components** **Desktop** deployment unit: Part of the deployment structure intended for use by a single user, typically installed on the user desktops. Examples of desktop deployment units include development tools, administrative tools, stand-alone business applications. **Server** deployment unit: Part of the deployment structure that can provide services to multiple clients, providing the server in a client-server architecture. Examples of server deployment units include application servers, management servers, database servers and server-based business applications. **Agent or client** deployment unit: Part of the deployment structure that allows remote connection between software. Examples of agent of client deployment

	units include agents in management system that are installed in the same tier as the managed resources, a remote application, or database clients that are installed with the software accessing the remote services. **Mobile** deployment unit: Part of the deployment structure intended for use by a single user, typically installed on a mobile device. An example of a mobile deployment unit is a mobile application.
Hypervisor	A virtual machine in which a product can run on a guest operating system.
Limited operating system support	By default, the supported guest operating systems for a product and a hypervisor are the operating systems that are supported by both the product and the hypervisor. If a product restricts support to a subset of these operating systems, this restriction will be indicated by specifying that there is Limited Operating System Support.
Operating system minimum	The minimum operating system maintenance level that is required to run on the product.
Prerequisite minimum	The minimum maintenance level that is required for the prerequisite to work with the product.
Product minimum	The minimum maintenance level that is required for the product to run on the operating system, on an hypervisor, or work with a prerequisite product or supported software.
Supported software minimum	The minimum maintenance level that is required for the supported software to work with the product.

Disclaimers

The following disclaimer is NOT applicable to the "Data Processing and Protection Datasheet" or "Data Processing and Protection Datasheet - Preview" tabs/sections of this report.

The following is applicable to the "Prerequisites", "Supported Software" , "Hardware" and "Translations" tabs/sections.

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Snohomish County

IBM Exhibit B Document Type: POLICY

Title: TRAVEL EXPENSES (1211)

Document Information

1. **Policy Type:** Enterprise **Governing Department:** Budget and Finance
2. **Policy Owner** (name, title)**: Nathan Kennedy**
3. **Status:** Active **Next Review:** 12/31/2027
4. **Regulatory Source(s):** Snohomish County Code **Other: NA**
5. **Regulatory Chapter Number(s):** 2.100.030
6. **Chapter title:** Finance Department
7. **Retention Schedule:** 6 Years **Designation:** Essential

PURPOSE: This policy governs the payment of county employees, elected officials, vendors, contractors and others, for travel expenses incurred in connection with official county business.

***** When appropriate, substitute the Legislative, Judicial or relevant Elected Officer's authorizing authority when the policy calls for Executive approval. "Department" is interchangeable with "Office". Delegation of authority is allowed.*****

THIS POLICY APPLIES TO: County employees, elected officials, vendors, contractors and others as applicable

Policy Organization:

Snohomish County

Document Type: POLICY

POLICY:

A. General Travel Policies

1. **Authorization & Documentation**: The County will reimburse county employees and elected officials for expenses incurred in conjunction with travel on official county business only when properly documented and authorized.

2. **Prudent Judgment**: All employees shall exercise prudent judgment in planning trips and incurring expenses and shall exercise care to avoid impropriety or the appearance of impropriety. Unnecessary or excessive expenses as defined by the Department's Director or Executive will not be reimbursed. Each employee should eliminate unnecessary travel in the performance of work assignments. When feasible, two or more employees should travel on official business in a single vehicle.

3. **Vacation in Conjunction with Business Travel**: When personal vacation time is added to a business trip, any cost variance in airfare, car rental, lodging, etc. must be clearly identified on the Travel Expense Reimbursement form. The County will not prepay any personal expenses with the intention of being "repaid" at a later time (including charges to a county credit card), nor will any personal expenses be reimbursed.

4. **Time Spent Traveling to Out-of-Town Locations**: FLSA non-exempt employees must be paid for all time spent traveling to and from out-of-town locations for work related reasons, regardless of whether the travel time occurs inside or outside of the employee's regular workday and regardless of whether any work is performed.

   For purposes of this policy, out-of-town location is defined as any destination other than an employee's official work location or any Snohomish County owned or operated worksite where County business is regularly conducted, regardless of whether the employee is engaged in day travel or overnight travel.

   Employees that begin their out-of-town travel at their official residence shall be compensated for all time spent traveling to and from their official residence to the out–of–town location.

   If an employee is required to report to a County owned or maintained worksite before beginning their out-of-town travel, then time spent traveling to and from their official residence is considered normal commute time and is generally not compensable. All other travel time remains compensable as outlined above.

   FLSA-exempt employees are paid on a salary basis and do not receive additional compensation for travel time.

Example No. 1

An employee is required to attend a multi-day training at an out-of-town location and plans to travel to the training via airplane. The morning of their scheduled flight, the employee leaves their home in their personal vehicle, drives to the airport and parks there. The employee then flies to the out-of-town location, picks up a rental car and drives to their hotel. Once at the hotel, the employee is free to come and go as they please and engage in personal activities. The next day, the training begins. The employee attends all required trainings but is free to engage in personal activities at all other times. At the conclusion of the training, the employee drives to the airport, returns the rental car, flies home, picks up their personal vehicle and drives back to their personal residence. Once home, the employee performs no additional County business until the following day.

- The time from when the employee leaves their home via their personal vehicle until they arrive at their hotel and are free to engage in personal activities is compensable time, regardless of whether the travel time occurs inside or outside of the employee's regular workday and regardless of whether any work is performed.
    - Once at the hotel, any time spent at the hotel or other locations, is not compensable so long as the employee is free to come and go as they wish, engage in personal activities, and are not otherwise conducting County business.
    - Time spent attending training is compensable, including meal breaks if they are required by the County.
    - The time from when the employee leaves the hotel (or training facility), until they arrive home is compensable. Once home, if no other County work is performed, the time is no longer compensable.

Example No. 2

A group of employees are scheduled to attend a one-day training at a nearby, but out-of-town, location. The employees are required to report to the County campus to pick up a County owned vehicle and carpool to the training together. One employee drives the County owned vehicle to the out-of-town location, while the others are passengers. Once there, the employees attend all required trainings. At the end of the conference, the employees carpool back to the County campus and return the County vehicle. From there, each employee drives their personal vehicle back home.

- Time spent travelling to and from the County worksite in the employee's personal vehicle is considered commute time and is not compensable.

- Time spent travelling in the County vehicle (or personal vehicle if a personal is used) to and from the required training is compensable for the driver and passengers.

- Time spent at the required training is compensable.

5. **Timing of Reimbursement Claims**: Each employee or elected official is responsible for the timely claim (15 business days or less after return) of his or her own reimbursements. When claiming reimbursement of actual expenses incurred on behalf of another see Sections I and J. Per diem cannot be claimed for another individual. For others, such as a contractor or vendor, timely claims should be submitted within 30 days. Finance Department shall not reimburse claims that are over 90 days old and extend past yearend.

6. **Unusual Circumstances**: If a circumstance arises that is not specifically covered in this policy, then the most conservative course of action should be taken.

7. **Alteration of Pre-Approved Events**: Health and safety of travelers is a top priority in the conduct of travel-related activities. It is considered advantageous to the County for travel plans and itineraries to be established and altered with consideration of hazardous inclement weather, situations that could threaten the health and safety of county personnel and other unplanned situations.

   a. **When Severe Inclement Weather Is Not Involved** – Alteration of travel plans and itineraries for health, safety or work emergency, when severe inclement weather is not involved, and that will result in extra travel expenses, including meal and/or lodging costs, must generally be pre-approved by the traveler's supervisor. In emergency situations, such as sudden on-set of incapacitating illness, injury or delay of travel due to interruption of transportation, the supervisor should be contacted as soon as possible. The condition must also be noted on the traveler's travel expense reimbursement form. The notation on/or attached to the travel expense form must include an explanation of the health or safety issue, the name of the supervisor who approved the alteration, and the date and time of approval.

      When Severe Inclement Weather Is Involved – Travel plans and itinerary alteration because of severe inclement weather that may cause additional costs to be incurred, require prompt notification to the traveler's supervisor. The condition must also be noted on the traveler's travel expense reimbursement form. The notation on the travel expense form must include a short description of the severe inclement weather, the name of the supervisor who was notified and the date and time of notification.

B. *Authorization & Reimbursement of Expenses (See Section "G" for county boards, commissions and non-employees.)*

1. **In-State Day Travel**:
   a. Authorization for in-state day travel does not require use of the "Travel and Business Expense Authorization" (TBEA) form. However, individual departments may choose to require use of this form for day travel.
   b. Reimbursement for in-state day travel requires completion of an "Expense Reimbursement" form and authorization from the department head or designee.

2. **In-State Overnight Travel**:
   a. Authorization: County employees, other than elected officials and department heads, must obtain prior authorization from the department head or designee. Use of the "Travel and Business Expense Authorization" (TBEA) form is required.
   b. Where four (4) or more employees from one department attend the same conference, prior authorization must be obtained from the County Executive.
   c. Elected officials and department heads do not require prior authorization from the Executive. For audit purposes, it is recommended that a TBEA form be completed prior to travel.
   d. Reimbursement for travel requires completion of an "Expense Reimbursement" form and authorization from the department head or designee.

3. **Out-of-state travel, including out-of-state day trips**:
   a. Authorization: County employees must obtain prior authorization from both the department head and the appropriate elected official. Use of the "Travel and Business Expense Authorization" (TBEA) form is required.
   b. Reimbursement for day travel requires completion of an "Expense Reimbursement" form and authorization from the department head or designee.

4. **All travel expenses of persons who are not county employees**, not elected officials, nor members of boards or commissions must be authorized in advance by the County Executive, except in cases of prior approval such as contracts, grants and budgets.

5. **Actual expenses that exceed by 15% in aggregate those previously authorized** by the Executive must be re-authorized by the department head and Executive before payment or reimbursement of expenses will be made. Use of the "Travel and Business Expense Authorization" (TBEA) form is required.

C. *Travel Expenses - Meals*

1. General Meal Expenses

Reimbursement payment will be based upon **per diem (see definitions) and will be in-lieu of the actual cost of the meal**, tip and incidentals. The per diem reimbursement shall only apply to day travel when the overall travel exceeds 12 hours. Actual expenses will be reimbursed only in special circumstances and will be based upon receipts. The circumstances justifying the need to use actual expenses will be defined and approved by the department head. This process is not to be used to circumvent the per diem reimbursement process.

a. Per diem will, to the extent sufficient available resources exist, equal the Meals and Incidental Expense Allowance of the U.S. Federal Government, per Internal Revenue Service Publication 1542, Per Diem rates (for travel within the contiguous United States). Per diem for travel to non-contiguous U.S. locations and foreign travel will be reimbursed based on rates attached to the GSA website (US General Services Administration). Visit: US General Services Administration Per Diem Rates for the most up-to-date per diem rates.

b. Per Diem: Types of costs included in per diem include:
   - The basic cost of the meal,
   - Any incidental expenses,
   - Any applicable sales tax, and
   - Any customary tip or gratuity.

c. Reimbursement for meal expenses is not to be authorized when an employee typically would not incur expenses for meals because they are furnished by the hosting party. The only exception would be if dietary restrictions cannot be met by the hosting party.
   - Regular per diem reimbursement is not given when meals are provided by the host facility visited or when included in the registration fee for a meeting, conference, workshop, seminar or convention.
   - Meal reimbursements are not required to be reduced or eliminated due to meals served on airlines. Similarly, meal reimbursements are not required to be reduced for continental breakfast included in the registration fee of a meeting, conference, workshop, seminar or convention.

d. See Section J of this policy, Documentation of All Expenses Required, for travel and reimbursement documentation requirements.

2. Meals - Overnight Travel

a. Per diem for the first day of overnight travel and last day of overnight travel will be reimbursed at 75%. The seventy five percent per diem rates can be
b. found by visiting US General Services Administration Per Diem Rates (GSA) website.
c. When a meal or meals are provided at no cost in conjunction with travel events, the full meals per diem reimbursement rate is reduced by the full amount of the provided meal(s). The full incidental amount is still allowed.

d. When meals are provided on a travel departure or return day, the full meal per diem reimbursement rate is reduced by the full amount of the appropriate meal(s) followed by a 75% prorating of the balance. A meal breakdown, “Meals and Incidental Expense Breakdown” of breakfast, lunch, dinner and incidentals can be found on the GSA website US General Services Administration Per Diem Rates.

D. ***Travel Expenses – Lodging***

1. The County will reimburse county employees and elected officials for qualified lodging expenses incurred while on official county business trips based on **original** detailed receipts for actual expenses. Per diem will not be paid for lodging.

2. Reimbursement for lodging expenses incurred within or equaling fifty (50) miles (most direct road miles measured from the lodging facility) of the closer of either the employee’s official residence or official work location is **not allowed** except under one of the following three conditions:
   a. An overnight stay in commercial lodging to avoid having an employee drive back and forth for back-to-back late night/early morning official county business (late night/early morning defined as total time, including travel, is beyond your normal workday plus three hours).
   b. When a work emergency or the health and safety of travelers is of concern as provided in Section A, item 7.
   c. When the department determines that staying overnight is more efficient and/or effective.

Refer to Section B of this policy for required authorizations.

E. ***Travel Expenses - Transportation***

1. The County will reimburse county employees and elected officials for transportation expenses, such as air fare, taxi fare (including tip), Uber/Lift fare (including tip) or train fare, other than vehicle mileage incurred while on official county business trips based on **original** detailed receipts for actual expenses.

2. Employees and elected officials are encouraged to use the least cost method of transportation. Where possible, they are also encouraged to carpool.

3. Personal vehicle mileage will be reimbursed at the rate established pursuant to SCC 3.36.020(2), except as otherwise provided by law.

4. Vehicle mileage for reimbursement will be computed as the lower of: (1) the estimated distance from the employee's official work location to the destination, or (2) the actual

distance from the employee's official residence to the destination. Also included is the return trip.

5. Meals purchased in flight or on a train are considered a part of the transportation costs and is not a part of the per diem reimbursement.

6. Whenever a rental car is procured for the travel, the employee or elected official shall obtain from the rental company, if offered, the Collision/Loss Damage Waiver and Roadside Protection (or similar provision). However, the employee or elected official shall NOT obtain liability insurance or personal effects insurance (or similar provision) or medical insurance.

7. The County will reimburse employees and elected officials for mileage when required to travel to an out-of-town location. Reimbursement will only be for mileage that exceeds the mileage of their regular daily commute.

F. Other Travel Expenses

1. The County will reimburse county employees, elected officials or others for other job-related travel expenses (e.g. parking, laundry or dry cleaning services when staying longer than one week, business telephone calls) incurred while on official
2. county business based on **original** detailed receipts for actual expenses. For business expenses see policy 1209 for additional information and requirements.

3. Expenses of $10 or less per day for which no receipt is issued (such as parking, tolls, incidentals, etc.) will be considered for reimbursement provided the department head or designee deems the expense reasonable and not excessive in total. An explanation of what the expense was for, date and cost must be submitted with the reimbursement form.

G. County Boards, Commissions, Witnesses, Quasi-Employees & Management Candidates

1. The county will reimburse members of county boards and commissions for mileage to and from meetings and for other expenses approved by the applicable department head or designee to the extent authorized by SCC 2.03.070.

2. The County will reimburse county boards, commissions and persons who are neither county employees nor elected officials for travel and expenses where the payment can be reasonably construed to be in consideration for a service performed or other substantial benefit received by the county of commensurate value. In addition to other requirements, this type of reimbursement requires prior authorization and documentation as provided in this policy. For additional requirements please see sections B, F and J of this policy. For business expenses see policy 1209 for additional information.

3. The Prosecuting Attorney's Office (PAO) is exempt from submitting TBEAs for witnesses who must appear before a court or a deposition; however, the PAO is obligated to comply with the remainder of this policy.

4. Departments may request to reimburse prospective management level employees and commissioned positions for travel expenses incurred in connection with interviews or examinations that take place 50 miles or more away from their residence.
   a. The Travel and Business Authorization form must be completed.
   b. Prior approval from the department head or designee and appropriate elected official or designee is required.
   c. Air transportation expenses are allowed but may not exceed the equivalent of round-trip economy air fare.
   d. The County reimburses expenses for traveling by taxi, bus or rental car between the common carrier terminal (usually airport) and lodging as required for the interview or examination.
   e. Lodging expenses should be reasonable and relative to the lodging per diem on the GSA website for the Everett area. GSA website is US General Services Administration Per Diem Rates.

H. Disallowed Expenses

1. The county will not provide reimbursement for the following:
   a. Fines, penalties, and/or forfeitures.
   b. Tobacco, vaping or cannabis products, alcoholic beverages, entertainment, personal clothing, sundries, personal telephone calls or telegrams, or other like personal services or items.
   c. Meals or lodging in lieu of other meals and/or lodging expense which are included in a convention or other registration fee, see section C, 1e and 2e for exceptions.
   d. First-class travel accommodations, unless pre-authorized by the appropriate elected official or designee.
   e. Expenses in excess of per diem which are deemed excessive by the appropriate approving authority.

I. County Employees/Elected Officials May Claim Reimbursement For Travel Expenses Incurred On Behalf of Others

1. County employees and elected officials may claim reimbursement based on **original** detailed receipts for transportation, lodging, and meals when incurred by them on behalf of others, except for disallowed expenses itemized in section H of this policy. See Section J, items 4 and 5 for documentation requirements.

J. Documentation of All Expenses Required

1. All requests for reimbursement must be submitted on a travel expense reimbursement form adopted by the Finance Department.

2. The Travel and Business Expense Authorization form and Expense Reimbursement form are located on SnoCo Connect. Departments that do not require pre-authorization of day travel are not required to complete the Travel and Business Expense Authorization form but must still complete the Expense Reimbursement form.

3. Original detailed receipts must be attached to the expense reimbursement form for lodging, transportation and other travel expenses claimed, other than mileage, except when receipts are not issued (see section F). If a receipt is lost a "Missing Receipt" form must be completed. The form is located on SnoCo Connect.

4. When an employee or elected official claims reimbursement for travel expenses incurred on behalf of another (except for per diems which cannot be claimed on behalf of another), in addition to other requirements, a detailed accounting must be attached to the expense reimbursement form which includes at least the following:
   a. Name, department, and title, if any, of the person on whose behalf expenses were incurred.
   b. Whether the person is a county employee and, if not, the nature of his or her connection with county business.
   c. Who provided the lodging, meals, or other services.
   d. A statement of the county business that was being carried out when the expenses were incurred.

5. In addition to other requirements of this section, payment requests submitted by or on behalf of a person who is neither a county employee, elected official, nor a member of a board or commission must include a description of the service performed or other substantial benefit of commensurate value received by the County.

K. Expenses Related to Official County Business May Be Charged to County Credit or Purchase Cards (Charge Cards)

1. Charge cards shall not be used for cash advancements, personal expenses, capital expenses or for the purchase of alcohol.

2. Within 10 business days after receipt of the charge card billing statement, the department head, elected official or employee using a charge card shall submit a fully itemized travel expense reconciliation. Requests to make payments on the charge cards shall be submitted and audited by the Finance Department. The cost of disallowed items or items not properly

identified shall be paid to the County by check, cash (United States currency), or salary deduction.

3. If, for any reason, disallowed charges are not repaid before the charge card billing is due and payable, Snohomish County shall be owed the amount of the disallowed charges plus interest at the same rate as charged by the company that issued the charge card. The repayment shall be made by the traveler immediately upon identification of disallowed charge(s).

4. Any department head, elected official or employee who has been issued a charge card shall not use the card if any disallowed charge is outstanding and shall surrender the charge card upon demand of the Finance Director.

RECORDS:

Records shall be readily assessable, legible, traceable to the signature, and protected from degradation.

DEFINITIONS:

Definitions applicable to this Policy:

- **CONTINENTAL UNITED STATES** – As used in this policy, all areas in the 48 contiguous states and the District of Columbia.
- **DE MINIMIS** – No more than 50 percent of the current applicable per diem rate.
- **DETAILED RECEIPTS** – Receipts that itemize (list) items purchased including their cost and method of payment. A receipt showing only the total of the purchase does not qualify for a detailed receipt.
- **FOREIGN TRAVEL** – Travel in all areas of the world outside of the United States of America and its possessions.
- **INCIDENTALS** – Examples of incidentals include monetary exchange rates, fees and tips given to porters, baggage carriers, hotel maids, stewards or stewardesses, transportation between places of lodging or business and places where meals are taken, if suitable meals cannot be obtained at the temporary duty site.
- **NON-CONTIGUOUS UNITED STATES** – As used in this policy, all areas in Alaska, Hawaii, Commonwealth of Puerto Rico and all areas in possession of the United States of America throughout the world.
- **OFFICIAL RESIDENCE** – The city, town or other location where an elected official or employee maintains a residence that is used as their primary domicile.
- **OFFICIAL WORK LOCATION** – For elected officials, the city, town or other location where their office is located, or the city, town or location where their work is performed on a

permanent basis. For employees, the pre-determined, pre-approved workplace an employee is required to perform the duties of their position on a regular or recurring basis. For those approved for ***fulltime telework***, this location is documented in the employee's telework agreement, but can change to a Snohomish County owned or operated worksite when a work assignment requires the employee report to the County campus. For all other employees, including those approved for ***hybrid telework***, this is a Snohomish County owned or operated worksite.

- **PER DIEM** – Pre-defined flat travel rate that is used in place of actual receipts for daily travel costs covering meal and incidental expenses while in travel status.
- **QUALIFIED LODGING EXPENSES** – Related expenses incurred when traveling 50 miles or more or an average 1-hour travel time from the closer of either the employee's official residence or official work location.
- **REGULAR WORK SCHEDULE** – Hours a person normally works, assigned hours of work.
- **TIPS** – Gratuities for service may be costs incurred during travel. They may take the form of tips for baggage handling, bellhops, taxi, Uber/Lyft, etc. As a rule, tips should not exceed 20% of the cost bill/fare or never more than $10 for baggage handling and bell hops but are at the discretion of the department director or elected official for approval.
- **TELEWORK – FULLTIME** – An arrangement where the employee does not regularly report to a Snohomish County owned or operated worksite.
- **TELEWORK – HYBRID** – An arrangement where the employee has both an ongoing, regular telework arrangement and also reports to a Snohomish County owned or operated worksite.
- **TRAVEL STATUS** – The official status of an employee when temporarily assigned to conduct County-related business at an out-of-town location (ie, somewhere other than an official work location.)

REFERENCES: (Note: Regulatory references should only be listed above)

- **N/A**

REVISION TABLE

Date	Description of changes
11/01/2025	Simplified the policy and adopted non-exempt pay process
10/08/2021	
03/03/2021	
08/14/2018	
11/15/2017	
07/24/1995	

Document Type: POLICY

APPROVAL TABLE (highlighted area must always approve)

Role/Title	Approve	Notification of Change
Operational Excellence	X	
Policy Owner/ Director of Finance	X	
Director of Finance	X	
County employees, elected officials		X

Exhibit C - Business Associate Addendum

This Business Associate Addendum ("Addendum") supplements and is made a part of the Agreement for Professional Services and all Exhibits and Appendices (collectively, the "Agreement"), between Snohomish County ("Client" or "County") and International Business Machines Corporation ("IBM") for the services that will be processing protected health information of individuals governed by U.S. laws and regulations. IBM and Client may be referred to individually as a "Party" or collectively as the "Parties." Once accepted electronically, any reproduction made by reliable means (for example, electronic image, photocopy or facsimile) is considered an original.

RECITALS

Client is a "hybrid entity", as such term is defined by HIPAA (defined below).

Client and IBM are Parties to the Agreement pursuant to which IBM provides certain services to Client. In connection with those services, the Parties anticipate that it may be necessary for IBM to create, receive, maintain, transmit, use, or disclose certain Protected Health Information from, or on behalf of, Client ("Client PHI") that is subject to protection under the privacy, security and breach notification requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, including by the Health Information Technology for Economic & Clinical Health Act of the American Recovery and Reinvestment Act of 2009 ("HITECH Act"), certain regulations promulgated under HIPAA by the United States Department of Health and Human Services at 45 C.F.R. Parts 160 and 164 and certain regulations promulgated pursuant to the HITECH Act (collectively, "HIPAA").

The purpose of this Addendum is to help facilitate the Parties' compliance with the requirements of HIPAA, as applicable when IBM is acting as a business associate of Client.

Client acknowledges that IBM may act in a capacity other than as a business associate and that this Addendum only applies to the extent that IBM is acting as a business associate for Client. Hereinafter, however, IBM will be referred to as "Business Associate."

NOW, THEREFORE, in consideration of the mutual promises and other consideration contained in this Addendum, the delivery and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Definitions.** Unless otherwise provided in this Addendum, capitalized terms have the same meaning as set forth in HIPAA and the HIPAA Rules at 45 CFR Part 160 and Part 164.

2. **Applicability.** This Addendum shall be applicable solely to Protected Health Information that is Client PHI. Client will not provide Business Associate with access to, or direct Business Associate to create, receive, maintain, transmit, use, or disclose, Client PHI unless a description of the Client PHI, its location and any requirements related to such Client PHI are mutually agreed upon in the applicable transaction document or the Agreement.

3. **Minimum Necessary Disclosures.** In accordance with HIPAA, Client shall limit its uses, disclosures and requests of Client PHI to Business Associate to the minimum necessary to accomplish the services Business Associate is performing for Client. Business Associate shall further limit its use, disclosures and requests of Client PHI to the minimum necessary Client PHI to perform or have performed the services Business Associate is performing for Client. In each case, Client shall exercise reasonable discretion to determine what constitutes minimum necessary Client PHI.

4. **Scope of Use of Client PHI.** Business Associate shall not create, receive, maintain, transmit, use, or disclose Client PHI for any purpose other than as permitted or required by this Addendum or as Required By Law; provided that to the extent Business Associate is to carry out Client's obligations under the Privacy Rule as agreed by the Parties in writing, Business Associate will comply with the requirements of the Privacy Rule that apply to Client in the performance of those obligations.

5. **Permitted Uses and Disclosures.** Unless otherwise limited in this Addendum, in addition to any other uses and/or disclosures permitted or required by this Addendum, Business Associate may:

   5.1 create, receive, maintain, transmit, use, and disclose Client PHI as necessary to provide the services and perform its obligations under the Agreement; and

   5.2 create, receive, maintain, transmit, use, and disclose Client PHI for the proper management and administration of Business Associate, or to carry out the legal responsibilities of Business Associate, provided that, with respect to disclosures, (i) the disclosures are Required by Law or (ii) any third party to which Business Associate discloses Client PHI provides written reasonable assurances in advance that: (a) the information will be held confidentially and used or further disclosed only for the purpose for which it was disclosed to the third party; and (b) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the Client PHI has been compromised.

6. **Safeguards for the Protection of Client PHI.** Business Associate shall (i) use safeguards that are designed to appropriately prevent the use or disclosure (other than as provided for by this Addendum) of Client PHI and (ii) implement administrative, physical and technical safeguards that are designed to reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Client PHI. If Business Associate agrees at the request of Client to provide customized safeguards, such safeguards shall be documented in applicable statements of work or in comparable contract documents

describing the services to be performed. In all cases, Business Associate shall comply with the Security Rule requirements for business associates in 45 C.F.R. Parts 160 and 164 (Subparts A & C).

7. **Reporting of Unauthorized Uses or Disclosures.** In compliance with HIPAA, Business Associate shall report to Client:

7.1 any use or disclosure of Client PHI of which Business Associate becomes aware that is not provided for or permitted in this Addendum;

7.2 any Security Incident of which Business Associate becomes aware; provided, however, that the Parties acknowledge and agree that that no additional notice is required by Business Associate to Client for the ongoing existence and occurrence of Unsuccessful Security Incidents. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use, disclosure, modification or destruction of Client PHI or intentional interference with system operations in an information system that contains Client PHI; and

7.3 any Breach of Unsecured Client PHI of which Business Associate becomes aware, without unreasonable delay and in no case later than 30 days following the discovery by Business Associate of such Breach. Business Associate shall provide Client with written notification of Breach in accordance with 45 C.F.R. § 164.410.

8. **Use of Subcontractors**. Business Associate shall cause each Subcontractor of Business Associate (including, without limitation, a Subcontractor that is an agent under applicable law) that creates, receives, maintains, transmits, uses, or discloses Client PHI on behalf of Client to sign a written agreement with Business Associate satisfying the requirements of 45 C.F.R. §§ 164.504(e) and 164.314(a)(2) and containing at least as restrictive provisions and conditions related to the protection of Client PHI as those that apply to Business Associate under this Addendum.

9. **Authorized Access to and Amendment of Client PHI.** Only to the extent that Business Associate maintains Client PHI in Designated Record Sets, Business Associate shall: (i) within 30 business days of a written request by Client for access to Client PHI about an Individual contained in any Designated Record Set of Client maintained by Business Associate, make available to Client in accordance with 45 C.F.R. § 164.524, all such Client PHI held by Business Associate, including electronic access to Client PHI maintained by Business Associate in electronic form; and (ii) within 30 business days of a written request by Client to amend Client PHI, incorporate any amendments Client makes to Client PHI in accordance with 45 C.F.R. § 164.526. In the event that Business Associate receives a request for access to Client PHI directly from an Individual, Business Associate shall direct the Individual to contact Client directly.

10. **Accounting of Disclosures of Client PHI.** Business Associate shall keep records of disclosures of Client PHI made by Business Associate (the "Disclosure Accounting") during the term of this Addendum in accordance with 45 C.F.R. § 164.528. Business Associate shall provide the Disclosure Accounting to Client within 45 days of receiving a written request therefor from Client. Business Associate shall comply with, and assist Client in compliance with, additional requirements of 42 U.S.C. § 13405(c), if and when applicable. In the event that Business Associate receives a request for a Disclosure Accounting of Client PHI directly from an Individual, Business Associate shall direct the Individual to contact Client directly.

11. **Health and Human Services.** Business Associate shall make its internal practices, books and records related to the use and disclosure of Client PHI under the Agreement and this Addendum available to Secretary of the Department of Health and Human Services for the purpose of determining Client's compliance with 45 C.F.R. § 164.500 et seq.

12. **Client Responsibilities.** Client warrants that it has obtained and will obtain any consents, Authorizations, and/or other legal permissions required under HIPAA and other applicable law for the disclosure of Client PHI to Business Associate. Client shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of Client PHI under this Addendum. Client shall not agree to any restriction on the creation, receipt, maintenance, transmission, use, or disclosure of PHI under 45 C.F.R. § 164.522 that restricts Business Associate's creation, receipt, maintenance, transmission, use, or disclosure of Client PHI under this Agreement unless such restriction is Required By Law or the parties mutually agree in writing to modify Business Associate's obligations under this Addendum or the applicable transaction document.

13. **Future Protections of Client PHI.** Upon the expiration or earlier termination of this Addendum for any reason, if feasible, Business Associate shall return to Client, or, at Client's direction, destroy, all Client PHI in any form. If Business Associate determines that such return or destruction is not feasible, Business Associate shall extend the protections of this Addendum to the Client PHI and shall limit further creation, receipt, maintenance, transmission, use, or disclosure to those purposes that make the return or destruction of the Client PHI infeasible for so long as Business Associate maintains the PHI.

14. **Termination.** Either Party (the "Non-Breaching Party") may terminate this Addendum upon 30 days' prior written notice to the other party (the "Breaching Party") in the event that the Breaching Party materially breaches this Addendum and such breach is not cured to the reasonable satisfaction of the Non-Breaching Party within such 30-day period. In the event of termination of this Addendum, either Party may terminate those portions of the Agreement, and only those portions of the Agreement, that require Business Associate to create, receive, maintain, transmit, use, or disclose Client PHI, in accordance with and subject to any rights to cure and payment obligations specified in the Agreement.

15. **Effect on Agreement.** This Addendum is not intended to, nor shall it be construed to, reduce or diminish any of Business Associate's or Client's obligations under the Agreement. Accordingly, except as set forth in the section entitled "Termination" or to the extent expressly inconsistent with this Addendum, all other terms of the Agreement shall remain in full force and effect and shall not be modified, diminished, or reduced hereby. In the event of a conflict between this Addendum and the Agreement, including the applicable transaction documents, with respect to the privacy and security of Client PHI or compliance with HIPAA, the terms more

protective of Client PHI shall control. In all other cases, the terms of the Agreement shall control.

16. **No Intended Third Party Beneficiaries.** There are no intended third party beneficiaries under this Addendum.

17. **Independent Contractor Status.** The Parties acknowledge and agree that Business Associate is at all times acting as an independent contractor of Client and not as an agent or employee of Client under this Addendum.

18. **Assignment.** Neither Party may assign this Addendum, in whole or in part, without the prior written consent of the other. Any attempt to do so is void. Neither Party will unreasonably withhold such consent. The assignment of this Addendum, in whole or in part, to any majority-owned subsidiary in the United States or to a successor organization by merger or acquisition does not require the consent of the other. It is not considered an assignment for Business Associate to divest a portion of its business in a manner that similarly affects all of its Clients.

19. **Future Amendments.** Any future amendments to HIPAA affecting the required provisions of business associate agreements are hereby incorporated by reference into this Addendum as if set forth in this Addendum in their entirety, effective on the later of the effective date of this Addendum or such subsequent date as may be specified by HIPAA. No other amendment to this Addendum shall be valid unless agreed to in writing by both Parties.