0150-11611-0000

TRANSMITTAL

TO	DATE	COUNCIL FILE NO.
The City Council	03-06-20	18-0600-S43
FROM		COUNCIL DISTRICT
Information Technology Oversight Committee		ALL

At its meeting held on March 5, 2020, the Information Technology Oversight Committee adopted the recommendations of the attached Information Technology Agency (ITA) report, which is hereby transmitted for Council consideration. Adoption of the report recommendations would authorize ITA to execute a contract with Workday, Inc. to provide a new Human Resources and Payroll (HRP) System platform and would transfer $3 million from the Unappropriated Balance to partially fund the contract.

Approval of the report recommendations will commit the City to an expenditure of $62.1 million over the next nine years through June 30, 2029 for the implementation and on-going support of the HRP System. A total of $9 million has been budgeted to date for this project. The remaining $53.1 million will be required to be budgeted for the project in future fiscal years. Consistent with the $9 million in funding previously budgeted, a cost allocation methodology which allocates the one-time costs for the system implementation amongst special funds and proprietary departments in accordance with authorized positions may be implemented for future year budgeted funding.

Richard H. Llewellyn, City Administrative Officer
Chair, Information Technology Oversight Committee

RHL:MGR:11200079c
CAO 649-d

FORM GEN. 160 (REV. 6-80)

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

Date: March 2, 2020 REF: EXE-029-20

To: Information Technology Oversight Committee

From: Ted Ross, General Manager & CIO
Information Technology Agency

Subject: **HUMAN RESOURCE & PAYROLL (HRP) PROJECT UPDATE**

RECOMMENDATIONS
That the Information Technology Oversight Committee approve, and transmit the following recommendations to the City Council, subject to the approval of the Mayor:

1. Authorize the General Manager of the Information Technology Agency to execute a contract with Workday, Inc. to provide the City with a new Human Resources and Payroll System platform for a term effective approximately nine years and three months from the date of execution through June 30, 2029, with the option to extend the contract for an additional five years for total potential term of up to 14 years and three months, with compensation not to exceed $62,109,340 for the initial term through June 30, 2029 and an annual cost of $4,323,490 plus an adjustment in accordance with the Consumer Price Index during the term of the potential five-year extension, subject to the approval of the City Attorney; and
2. Transfer appropriations in the amount of $3,000,000 from the Unappropriated Balance Fund No. 100/58, Account No. 580257, Human Resources and Payroll System Replacement, to the Information Technology Agency Fund No. 100/32, Account No. 003040, Contractual Services, to partially fund the proposed contract with Workday.

SUMMARY
The Human Resources and Payroll (HRP) Steering Committee, comprised of the Office of the Controller, Personnel Department, Information Technology Agency (ITA), and City Administrative Officer (CAO), requests approval from the Information Technology Oversight Committee, the City Council, and Mayor to execute a contract with Workday, Inc. to implement the City's new HRP system, Workday, a highly configurable, cloud-based, Software-as-a-Service (SaaS) platform. The HRP platform will become the system of record for all City employees and will benefit all Council-controlled and proprietary departments. The contract includes costs for system implementation, as well as subscription licensing and support through June 30, 2029. The contract includes an HRP system go-live date of January 1, 2022. The authorized contract value is $62,109,340 of which $28,184,768 is for project implementation, including services and training, and $33,924,572 is for on-going subscription and hosting services. The total authorized contract value of $62.1 million does not include the City's total operational costs for the overall project, including labor, resources, and equipment. After the system is implemented, the City will be required to pay approximately $4 million annually to continue to use the Workday system through the term of the contract. The contract does include an additional optional five-year extension that would allow the City to continue to procure licensing and support for an annual on-going cost of approximately $4 million plus an adjustment in accordance with the Consumer Price Index.

BACKGROUND
A Request for Proposals (RFP) was released in July 2018 seeking proposers for the City's new HRP system. More than 1600 requirements developed in coordination with all City departments through

numerous meetings and focus groups were included in the RFP. The two primary objectives of the RFP were to a) select a core human resource and payroll solution that can be implemented to meet the urgent need to replace the City's existing PaySR application, and b) select a solution that provides a platform that can incorporate future payroll or human resource management functionality in subsequent phases. The City received a total of five proposals to the RFP by the September 13, 2018 deadline. Three of the five proposals were found to meet the minimum implementation experience requirements identified in the RFP and were evaluated. A multi-departmental evaluation team, comprised of staff from the Controller, Personnel Department, ITA, CAO, Police Department, Department of Transportation, and Department of Recreation and Parks, reviewed the proposals. The evaluation team reviewed the submitted written proposals, video presentations from the vendors, as well as onsite system demonstrations where the vendors were given three weeks to configure their system to demonstrate the system's functionality in response to specific scenarios provided by the City. Ultimately, the evaluation team, and the HRP Steering Committee, selected Workday as the most qualified proposer.

Detailed information regarding the RFP and selection process, as well as the need to replace the City's PaySR application, are provided in the previous HRP Steering Committee and Information Technology Oversight Committee reports to the City Council, dated June 5, 2018, March 14, 2019, and January 29, 2020 (C.F. 18-0600-S43).

System Implementation

The project deployment will take place in five stages: Plan, Architect, Configure and Prototype, Test, and Deploy. Each of these stages are detailed in the Contract's Statement of Work (SOW), a document that was reviewed by the HRP Project Management Office (PMO), comprised of staff from each of the departments represented in the HRP Steering Committee. Each stage includes Deliverables, Outputs, Responsible Party Designations, and Assumptions, which were negotiated with Workday over a period of six months. A summary of each stage is as follows; the timeline associated with each stage is included in the subsequent Project Timeline section of this report.

1. *The Plan Stage* - Work in this stage entails refining the overall project scope and developing the procedures and mechanisms required to plan and control the project. This stage will finalize the project governance and project rules of engagement. All City departments will be participants in the project. Through various meetings and communications, departments will understand their level of effort required for a successful project. This stage formally documents the detailed project scope to facilitate its execution through the Project Plan. The Plan Stage also defines the team members, roles, and responsibilities, and the project communication approach that will be used throughout the project.

2. *The Architect Stage* - During this stage, City and Workday project team members will come to a common understanding of enterprise-wide configuration requirements and business process definitions. Design workshops will be used to arrive at the business decisions necessary to successfully implement the project. Workday will work with City staff to create a detailed inventory of business processes, configuration requirements, and integration requirements that are applicable across all City departments. The Project Plan will be finalized, and resources will be assigned based on the decisions made during design sessions.

3. *The Configure & Prototype Stage* - In this stage, all the requirements defined in the prior Architect stage will be configured, and cross-checked against PaySR functional and RFP requirements. Integration, data conversion, and report development will advance. The City will confirm configurations and complete unit testing.

4. *The Test Stage* - The Testing stage consists of three separate testing cycles: (1) End-to-End testing; (2) Parallel Testing (Payroll only); and (3) User Acceptance testing.

5. *The Deploy Stage* - Upon successful completion of all system tests, the project will move to production. This stage includes the completion of final training for the City's end users, cessation of data entry into PaySR, migration of the final data into the Workday system, and full utilization of the new system.

Throughout the life of the contract, the City will automatically receive upgrades to the most current Workday software version available which is utilized across all of Workday's customers. The advantages of this arrangement include reduced maintenance costs, enhanced security, and the ability to receive continuous enhancements without being dependent on a single individual for support. The contract provides on-going training for the life of the contract for City staff to remain up-to-date with Workday's application as well as providing training for new staff hired after initial system implementation.

Workday is a platform that provides the full range of human resources capabilities. However, in accordance with the objectives of the original RFP, the initial implementation of Workday will focus on the functionality required to replace the PaySR application. Some of the available Workday functionality, such as in the areas of Recruitment and Learning, are not core functions or features required for a PaySR system replacement, and are therefore not in scope for the initial Workday system implementation. Additional functionality could be implemented at any future point in time. Additional functionality will require a contract amendment and additional funding.

Transitioning from PaySR to Workday will be a significant change for City staff, as the existing system has been in use for more than 20 years. This change will impact virtually every City employee. Every aspect of human resource processing will change for employees. The negotiated contract includes project management support to help facilitate the transition between the two systems for City employees. Organizational Change Management (OCM) will be a key factor in delivering a successful project and the OCM plan for this project will empower and ensure departmental users are informed and involved in the progress of the project, with the intent to provide a smoother transition to the new system. OCM is broken down into three parts: Change Management, Training and Development, and Communications. Each of these areas focus on providing tools to facilitate an effective implementation by making information about the project available in a timely manner for all City employees.

<u>Project Management Advisor</u>
To provide the City additional assistance in the implementation of the Workday system, Project Management Advisor (PMA) services are also included in the HRP project as part of project management support to maximize the City's HRP investment and help ensure success for a project of this complexity and size. The PMA will be an independent vendor responsible for reviewing HRP project deliverables based on key areas throughout the implementation and will be working closely with City staff. The key areas include:

1. Updating the Memorandum of Understanding (MOU) provisions document based on the current City labor agreements (and their addendums) and other authoritative documents, as this document will facilitate the configuration of these provisions within the HRP system;
2. Conducting project health checks to assess the quality of the project deliverables and provide recommendation based on best practices;
3. Reviewing and providing recommendation on the City post go-live plan to ensure it meets industry-standard auditing practices for modern cloud-based enterprise systems; and
4. Additional deliverables that may be negotiated between the City and the PMA vendor.

Based on KPMG's extensive knowledge of the City's Payroll and Human Resource functional needs from the services performed under Task Order TO 17-009-0-32 awarded in accordance with City

Contract C-125868, the HRP Steering Committee has selected KPMG to assist with the first key area, updating the MOU provisions document. For the remaining PMA areas, the HRP Steering Committee is currently exploring options to find a vendor with extensive knowledge in Project Quality Assurance for similar projects to assist in the other key areas.

The cost for these services consists of a fixed fee of $175,000 for KPMG to assist in updating the MOU Provisions document and an estimated cost for the other key areas that fall under Project Quality Assurance. The cost for these services will be addressed with quotes from potential providers and evaluated by the HRP Steering Committee.

Project Cost

The negotiated contract is for approximately a nine-year term through June 30, 2029. This contract term will put the City in the best position to maximize Workday's system for continuous innovation and enhancements at a lower cost for many years to come. The total contract compensation is not to exceed $62,109,340, which incorporates both system implementation costs (System Development Phase), as well as on-going annual license costs through June 30, 2029. See Attachment 1 for a detailed breakdown of the cost for the HRP system.

The project budget has set project change controls to address and limit fees for change orders, which are expected to be covered by contingency limits built into the System Development Phase Professional Services costs. The subscription license fees have been negotiated to be paid through a gradual increase during the System Development Phase, allowing the City to limit license expenditure costs for the first two years while the system is still in development and testing. The full license expenditure will be required beginning in the third year and will continue through the term of the contract as part of ongoing the implementation costs.

Additionally, the subscription licenses cost includes all City departments, including the proprietary departments. It should also be noted that the Department of Water and Power (DWP) and Los Angeles World Airports (LAWA) have both expressed interest in standardizing their Human Resource Management using the Workday system, which has the potential for further overall savings for the City by eliminating the duplicative purchase of other human resource software licensing. There are also potential savings in reduced technical support for integration work between Workday and the LAWA human resource system.

To date, $9 million has been budgeted for the HRP system implementation. The budgeted amount includes $3 million that was provided in the 2018-19 Adopted Budget in the Unappropriated Balance and $6 million in the 2019-20 Adopted Budget within ITA's Contractual Services Account. A portion of this $9 million ($1.23 million) was provided by various special funds and an additional $1.37 million is budgeted to be reimbursed by proprietary departments in accordance with the percentage of authorized positions. It is recommended that the $3 million in the Unappropriated Balance be transferred to ITA's Contractual Services Account for this project. ITA requested an additional $21 million in the department's 2020-21 Proposed Budget, and will continue to work with the Mayor's Office to request sufficient funding for the HRP project in the 2020-21 Budget.

Project Timeline

Maintaining the project scope is essential for the City to be able to meet the projected 18-to 24-month HRP System Development Phase schedule, and mitigate future risk to both human resource and payroll operations. Table 1 contains the updated timeline including phases that have been completed in the two and a half years (30 months) leading up to the HRP System Development Phase.

HRP Project Phase	Completed	Duration in months
Planning & Requirements Gathering	May 2018	10 months
Prepare and Release RFP	July 2018	2
Proposers Prepare and Submit Responses	Sept 2018	2
Evaluate Proposals and Select Proposer	May 2019	8
Negotiate Contract with Selected Proposer	Feb 2020	8
HRP Workday Solution Phase	**Expected Start**	**Expected Duration in months**
Execute Contract with Selected Proposer	Mar 2020	1 month
HRP System Development - PaySR Replacement	Apr 2020	18 - 24
Stages of HRP System Development Phase	**Expected Start**	**Expected Duration in weeks**
Plan & Core Training	Apr 2020	12 weeks
Architect	Jul 2020	20
Configure & Prototype	Dec 2020	16
Test	Apr 2021	32
Deploy	Jan 2022	6
Production Support	Feb 2022	8

Compliance with City Contracting Requirements

Workday has complied with all applicable City contracting requirements. In accordance with Charter Section 1022, the Personnel Department determined that City employees do not have the expertise to perform the entire scope of work proposed to be contracted. While the Standard Provisions for City Contracts is an attachment to the contract, a number of amendments to the Standard Provisions have been made as detailed in the contact, Section XVI. The CAO's Risk Manager and City Attorney have reviewed and approved the contract.

City Staffing Resources

The contract with Workday includes an estimate of City staffing resources that will be required to support the project at various stages. The estimated required City staff resources vary between project stages, from 12 full-time-equivalent positions (FTEs) during the Plan stage, to 92 FTEs during the Deploy Stage. All City departments will be required to commit staff to participate in the project, particularly during the Test Stage of the project where staff in all City departments will be completing

various tests of the system to ensure accurate system configuration. However, it is anticipated that the bulk of the effort for project implementation will involve the four departments that comprise the HRP Steering Committee. ITA and the CAO have committed to staffing the project using existing position authorities. The Controller's Office was authorized four resolution authority positions, and the Personnel Department was authorized two resolution authority positions, as part of the 2019-20 Adopted Budget to support the project. The number of positions dedicated by the four departments to support the HRP project is based on Workday's staffing estimates, made during the initial research and understanding of the project; this number may change as the project progresses.

Based on an analysis of Workday's estimated staffing requirement, the Personnel Department states that additional new position authorities, above the two resolution authorities authorized in 2019-20, are necessary for the Department to adequately support the HRP project. Personnel submitted a request for additional staff as part of the 2020-21 Proposed Budget process.

FISCAL IMPACT STATEMENT
Approval of the recommendations of this report will commit the City to an expenditure of $62,109,340 over the next nine years through June 30, 2029 for the contract with Workday for the implementation and on-going support of the proposed HRP System. A total of $9 million has been budgeted to date for this project. The remaining $53,109,340 will be required to be budgeted in future fiscal years to ensure successful HRP System implementation and on-going system availability. Consistent with the $9 million in funding previously budgeted, a cost allocation methodology which allocates the one-time costs for the system implementation amongst special funds and proprietary departments in accordance with authorized positions may be implemented for future year budgeted funding.

FINANCIAL POLICIES STATEMENT
Approval of the recommendations of this report is in compliance with the City's Financial Policies as the proposed contract is subject to the appropriation of funds in the City Budget.

If you have any further questions, please contact me or Joyce Edson, Executive Officer, at 213-978-3311.

Attachment

cc: Miguel Sangalang, Office of the Mayor
Emmett McOsker, Office of the Mayor
Georgia Mattera, Office of the Controller
Vijay Singhal, Office of the Controller
Wendy Macy, Personnel
Bill Weeks, Personnel
Fatima De Mesa, Personnel
Richard H. Llewellyn, Jr., City Administrative Officer
Ben Ceja, CAO
Melissa Velasco, CAO
Karen Kalfayan, Chief Legislative Analyst
ITA Executive Team

Attachment

HRP PROJECT - COST PLAN SCHEDULE

			Ongoing Implementation Cost									
	Yr 1	Yr2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	TOTAL	
Subscription/Training/Support	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29		
Subscriptions	562,078.00	2,941,748.00	3,922,332.00	3,922,332.00	3,922,332.00	4,118,448.00	4,118,448.00	4,118,448.00	4,118,448.00	4,118,448.00	35,863,062.00	
Platinum Customer Success	35,000.00	140,000.00	140,000.00	140,000.00	140,000.00	165,000.00	165,000.00	165,000.00	165,000.00	165,000.00	1,420,000.00	
Training Credits, On Demand Training Library/Adoption Kit	391,549.00	40,042.00	40,042.00	40,042.00	40,042.00	40,042.00	40,042.00	40,042.00	40,042.00	40,042.00	751,927.00	
Sub-Total for Sub/Train/Supp	988,627.00	3,121,790.00	4,102,374.00	4,102,374.00	4,102,374.00	4,323,490.00	4,323,490.00	4,323,490.00	4,323,490.00	4,323,490.00	38,034,989.00	Sub-Total for Sub/Train/Supp

Services											TOTAL	Payment No.	Milestone Week Estimated
Delivery of Initial City of Los Angeles Tenant	250,000.00										250,000.00	1	1
Delivery of the Customer Project Tram Training Plan Document	500,000.00										500,000.00	2	4
Delivery of Initial Project Plan	750,000.00										750,000.00	3	9
Signoff of Plan Stage		1,000,000.00									1,000,000.00	4	13
Delivery of Updated Charter Document		1,000,000.00									1,000,000.00	5	18
Completion of Architect Workshops		1,200,000.00									1,200,000.00	6	24
Completion of Configuration Prototype Tenant Build		1,200,000.00									1,200,000.00	7	29
Signoff of Architect Stage		1,200,000.00									1,200,000.00	8	33
Delivery of the Testing Strategy Document		1,200,000.00									1,200,000.00	9	38
Completion of Customer Confirmation Workshops		1,300,000.00									1,300,000.00	10	44
Signoff of Configuration & Prototype Stage		1,300,000.00									1,300,000.00	11	49
Delivery of End-to-End Test Tenant		1,500,000.00									1,500,000.00	12	54
End User Training Strategy and Plan			1,500,000.00								1,500,000.00	13	60
Completion of End-to-End Testing			1,500,000.00								1,500,000.00	14	66
Delivery of Payroll Parallel Tenant			1,100,000.00								1,100,000.00	15	71
Delivery of Cutover Plan Document			1,100,000.00								1,100,000.00	16	76
Signoff of Test Stage			1,100,000.00								1,100,000.00	17	81
Signoff of Deploy Stage			1,100,000.00								1,100,000.00	18	86
Completion of Post-Production Support			1,134,218.00								1,134,218.00	19	94
Sub-Total	1,500,000.00	10,900,000.00	8,534,218.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20,934,218.00		
Contingency Cost (15%)	225,000.00	1,635,000.00	1,280,132.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,140,132.70		
Sub-Total for Services	1,725,000.00	12,535,000.00	9,814,350.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24,074,350.70	Sub-Total for Services	

		Total Workday Contract
	62,109,339.70	

PMA Services												
MOU Advisor	175,000.00										175,000.00	
Project Quality Assurance (PQA)	700,000.00										700,000.00	
Sub-Total for PMA Services	875,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	875,000.00	Sub-Total for PMA Services

Available Funding/Budget	9,000,000.00	5,411,373.00										
Total Project Cost:	3,588,627.00	15,656,790.00	13,916,724.70	4,102,374.00	4,102,374.00	4,323,490.00	4,323,490.00	4,323,490.00	4,323,490.00	4,323,490.00	**62,984,339.70**	SUM OF (Sub-Total for Sub/Train/Supp, Sub-Total for Services, Sub-Total for PMA Services)
Budget Requirement	(5,411,373.00)	10,245,417.00	13,916,724.70	4,102,374.00	4,102,374.00	4,323,490.00	4,323,490.00	4,323,490.00	4,323,490.00	4,323,490.00		

Total Project Implementation Cost:	**29,059,767.70**
Total Ongoing Subscription Cost Years 3-10:	**33,924,572.00**
Grand Total for 10 Years:	**62,984,339.70**

CONTRACT

between

CITY OF LOS ANGELES

and

WORKDAY, INC.

THIS CONTRACT ("Contract" or "Agreement") is made and entered into by and between the City of Los Angeles, a municipal corporation, (hereinafter referred to as "City" or "Customer"), acting by and through the Information Technology Agency, and Workday, Inc., a Delaware corporation (hereinafter referred to as "Contractor" or "Workday").

WITNESSETH:

WHEREAS, the City's Information Technology Agency (hereinafter referred to as "ITA") is responsible for providing a full range of computer services including cloud-based solutions to infrastructure, platform, and software; and

WHEREAS, the City performed a Charter Section 1022 evaluation and it was determined that City employees DO NOT have the expertise to perform the work contracted for under this Agreement; and

WHEREAS, ITA issued a Request for Proposals (RFP) on July 11, 2018 for Human Resources & Payroll (HRP) System; and

WHEREAS, an evaluation panel comprised of representatives from various City departments reviewed the submitted proposals and determined that the proposal from Workday best met the City's needs for an HRP System; and

WHEREAS, the City now desires to engage the services of the Workday to provide services to replace the City's existing payroll system, PaySR, with the Workday HRP solution; and

WHEREAS, Workday has demonstrated to the City, through the RFP process, that it is well qualified to perform the services required herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth, the parties hereby promise, covenant, and agree as follows:

I. CONTRACT DOCUMENTS

The following documents comprise the Contract:

1. This Contract
2. Exhibit A: Standard Provisions for City Personal Services Contracts ("PSC")(Rev. 10/17) [v.3]

3. Only with respect to Workday professional services that are the subject of a Statement of Work:
   Exhibit B: Workday Professional Services Agreement # 191354
   Exhibit C: SOW # 1940291
4. Only with respect to the subscription to Workday's Software as a Service HRP solutions and associated training, Customer Success, or additional related services which are the subject of a Workday Order Form:
   Exhibit D: Workday Master Subscription Agreement #191352
   Exhibit E: Workday Subscription Order Form #191357 (applies only to the solutions identified therein)
   Exhibit F: Workday Production Support and Service Level Availability Policy (SLA) (applies only to the Workday Subscription Order Form)
   Exhibit G: Workday Platinum Success Package Order Form # 205844(applies only to the Platinum Success service)
   Exhibit H: Workday Training Order Form # 205847(applies only to Workday classroom training and training products)
5. Exhibit I: Universal Security Exhibit (applies to both 3 and 4)
6. Exhibit J: Universal Data Processing Exhibit (applies to both 3 and 4)

In the event of an inconsistency between any of the provisions of this Contract and/or any Exhibit attached hereto, the inconsistency shall be resolved by giving precedence to the provisions of this Contract and then the Exhibits in the above order. As stated in Subparts 3 and 4 above, certain exhibits are only applicable to specific types of solutions, services, or professional services. Each Statement of Work and Order Form is a separate commitment and unless specifically stated in the Statement of Work or Order Form does not modify any other Statement of Work or Order Form.

II. TERM OF CONTRACT

The term of this Contract shall commence on the date it is attested by the City Clerk and shall be in effect through June 30, 2029, unless terminated sooner in accordance with the terms of this Contract. At the conclusion of the initial term, the term of this Contract will automatically extend for an additional five (5) year term if City executes an Order Form for a subscription renewal to be effective immediately upon expiration of the initial term; Exhibit E has pricing for a first five (5) year renewal. In association with such extension, the parties shall reasonably cooperate in amending this Contract to add any new certifications, standard City Terms, or other elements necessitated by changes to the City's ordinances or standard forms; in so doing, the parties recognize that any material changes may require negotiation. Commencing no less than ninety (90) days prior to expiration of this Contract, or an Order Form, Contractor shall contact City to begin discussions, if any, about any extensions the City may desire. No such extension shall act as any renewal of completed Statements of Work. Any extension beyond the first five (5) year renewal term for the purpose of renewing the subscription to the HRP solution shall be at pricing to be negotiated by the parties, with the extension to include an updated version of Exhibit E, identifying the HRP solution modules and subscription levels. Individual Exhibits may be of shorter duration than the Contract, as indicated in such Exhibits.

III. PARTIES TO THE CONTRACT AND REPRESENTATIVES

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the parties shall be sent.

A. Parties to The Contract

The parties to this Contract are:

1. City: The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.

2. Contractor: Workday, Inc., a Delaware corporation, having its principal office at 6110 Stoneridge Mall Road, Pleasanton, California 94558

B. Contractor's Representatives

Contractor will designate a Customer Success Manager to the City after contract execution and reserves the right to change its Customer Success Manager at any time. City must maintain its subscription to Workday's Platinum Customer Success to have a designated Customer Success Manager.

Contractor's Engagement Manager

The Contractor hereby appoints the following person to act as the Engagement Manager with respect to the professional services to be performed under SOW # 1940291. The Engagement Manager will be responsible for submitting notices, reports, invoices and other information associated with the work to be performed under SOW # 1940291. The Engagement Manager for SOW # 1940291 will be assigned full-time to this project and will be on site no less than 80% of their work time. In their absence, a designated representative with the same authority will be on-site.

Name:Ken Chambers
Title: Principal Engagement Manager
E-mail: kenneth.chambers@workday.com

Contractor's Engagement Manager shall have the authority to negotiate all change orders in accordance with the change order process and will be authorized to make reasonable staff reassignments and to make all communications to the City and its designated Project Manager as are required or convenient to the efficient progress of the project. Nothing herein, however, shall be construed as precluding communication between subordinate persons for the purpose of consultation and cooperation, provided that no such subordinate shall have equal actual or ostensible authority to authorize change orders, except as expressly provided in the change order process.

C. City's Representative

The City hereby appoints the following person, or her designated representative, to represent the City in all matters pertaining to this Contract.

Name: Laura Ito
Title: Assistant General Manager
Address: 200 North Main Street, Room 1400
Los Angeles, CA 90012
Telephone: (213) 978-3322
E-mail: laura.ito@lacity.org

D. City's Project Manager

The City hereby appoints the following person to act as the Project Manager.

Name: Raelynn Napper
Title: Chief Management Analyst
Address: 200 N. Main St., CHE 13thFloor
Los Angeles, CA 90012
Telephone: (213) 978-3311
E-mail: raelynn.napper@lacity.org

E. Formal notices, demands and communications from Contractor shall be given to the City's Representative with copies to the City's Project Manager. Formal notices, demands and communications from City to Contractor shall be addressed to the attention of its General Counsel at 6110 Stoneridge Mall Road, Pleasanton, California 94558 with a copy sent to legal@Workday.com, to the Customer Success Manager, and to the Contractor's Engagement Manager.

F. Formal notices, demands and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of receipt.

G. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this Section, within five (5) working days of said change.

IV. COMPENSATION AND PAYMENT

A. Total Authorized Contract Expenditure

The City's total obligation under this Contract shall not exceed $62,109,339.70, of which up to $24,074,350.70 is for Professional Services, inclusive of Contingency (collectively referred to as Project Price), $35,863,062.00 is for Exhibit E's subscription services through June 30, 2029, $1,420,000.00 is for Platinum Success through June 30, 2029, and $751,927.00 is for the training in Exhibit H through June 30, 2029. Except in

accordance with an executed Change Order or Contract Amendment, the Project Price shall not increase. Notwithstanding anything to the contrary, the Professional Services, inclusive of approved Change Orders, may not exceed the Project Price without authorization from the City Council. In the event that the City Council does not approve additional funding above the Project Price, Contractor is not obligated to perform unfunded work.

B. Professional Services

Workday shall provide to the City the Professional Services as set forth in Statement of Work # 1940291, Exhibit C on a fixed fee basis. As stated more fully in Exhibit C, the Professional Services will be invoiced and paid on a milestone completion basis. The parties agree that the City will withhold ten (10) percent of the fees incurred for each milestone billing until the total fees withheld (the "Holdback") equal $1,500,000. Once the Holdback amount is equal to $1,500,000, no additional fees will be withheld from milestone billings. The Holdback on milestone invoices totaling $1,500,000 will be invoiced along with the final milestone signoff.

For the purpose of calculating any cost of Change Orders under SOW # 1940291 through January 31, 2022, the parties will use the rates used to develop pricing for that SOW, modifying them as appropriate if the work will not include travel. (Such rates were for firm fixed fee work inclusive of travel.) For calculating the cost of new Statements of Work under this Contract, through December 31, 2020, Workday will use the following rates, which will be modified to be inclusive of travel costs if travel is expected. For the period from January 1, 2021 through December 31, 2024, the rates below will be increased annually by CPI plus 1%. Thereafter, upon request from the City, Contractor will provide rate cards for subsequent periods of not less than one year consistent with its then-standard rates for public sector customers under terms and conditions equivalent to those in this Contract. Rates are not inclusive of travel costs and are for time and materials work; when used to calculate firm fixed pricing they will be modified to account for expected travel and the risk involved in firm fixed price. "CPI" means the Consumer Price Index rate established by the United States Department of Labor for All Urban Consumers, US City Average, All Items (change in annual average) for the calendar year preceding the beginning of the rate card's term, if a positive number.

Effective 2/1/2020	North American Standard Hourly Rate United States (USD)	
Workday Professional Services Rates	**Standard Rate**	**Discounted Rate**
Managing Partner	$ 490	$ 441.00
Project Director	$ 445	$ 400.50
Delivery Assurance Manager	$ 410	$ 369.00
Delivery Assurance Consultant	$ 385	$ 346.50
PMO Executive	$ 445	$ 400.50
PMO Consultant	$ 250	$ 225.00
Test Lead	$ 340	$ 306.00
Sr. Principal Consultant	$ 385	$ 346.50
Sr. Engagement Manager	$ 365	$ 328.50
Engagement Manager	$ 340	$ 306.00
Principal Consultant	$ 335	$ 301.50
Senior Consultant	$ 315	$ 283.50
Consultant	$ 250	$ 225.00
Associate Consultant*	$ 195	$ 180.00

*Lowest rate for Associate Consultant is $180 per hour.

In the event that a SOW is terminated prior to completion for convenience, delivery of work-in-process will be in accordance with PSC-9(a). For a termination for convenience to the extent Workday has partially completed a milestone or deliverable for which completion is required to receive payment, the City shall pay to Workday a pro rata portion of next milestone or deliverable payment based on Professional Services performed by Workday through the effective date of termination and any holdbacks for completed work. For terminations for default in accordance with PSC-9(b), if the parties agree that Workday will be paid for any work in progress, upon payment, Workday will deliver to the City any such partially-completed milestones and deliverables in the form they exist as of the effective date of termination. All such material is provided on an "as-is" basis, without warranty or further Workday obligation of any kind.

C. *Subscription Services*

Subscription Fees and all other fees due hereunder will be invoiced to Customer in the United States and payment will be remitted by Customer from the United States. Except where indicated otherwise on an applicable Order Form, all fees due hereunder (except fees subject to good faith dispute) shall be due and payable within thirty (30) days of invoice date, such invoice date to be no earlier than 30 days before the commencement of the applicable subscription period.

D. Invoices

Contractor will send all Customer invoices electronically (by email or otherwise). All fees are quoted and payable in United States Dollars and are based on access rights acquired and not actual usage. Upon Workday's request, Customer will make payments via electronic bank transfer. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com.

Payment of invoices shall be subject to approval by the City. No payment shall be made for any incidental expenses or travel expenses. All change orders resulting in additional scope added to the project may be added into the next milestone payment invoice unless a different invoicing cadence is agreed to in the change order.

Contractor's invoices must conform to City standards and include, at a minimum, the following information:

1. Name and address of Contractor;
2. Name and address of the City department being billed;
3. Date of the invoice and the period covered;
4. Reference to this Contract number after such Contract number has been provided to Contractor;
5. For professional services performed on a time and materials basis only: Description of the services performed and the amount due for the services;
6. For professional services performed on a time and materials basis only: Name(s) of all Contractor's personnel performing the services for the City department, the number of hours worked for each person, and the hourly rate for each person;
7. Payment terms, total due, and due date;
8. Remittance Address (if different from Contractor's address);
9. Contractor's City of Los Angeles Business Tax Registration Certificate Number; and,
10. Contractor's State of California Sales and Use Tax Permit Number.

All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or contain other unique and identifying information such as name and address of Contractor. Submission of an invoice is Contractor's certification that the amounts invoiced are in accordance with this contract and, for any amounts associated with services provided, that the indicated services have been provided. For invoices associated with professional services that are to be invoiced on a milestone basis, Contractor shall not invoice until the milestone criteria have been met and any City signoff on such milestone is complete. The City can dispute an invoice for any good faith reason including, but not limited to, the City Project Manager believing that services have not been performed or conditions for invoicing have not been met.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of Contractor. The City will not compensate Contractor for any costs incurred for invoice preparation. Only for any invoice that involves time and materials or reimbursed costs, the City reserves the right to request additional supporting documentation to substantiate costs at any time.

All City questions or inquiries regarding remittance advices and invoices will be directed to Accounts.Receivable@workday.com.

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

E. Non-cancelable & non-refundable payments. Except as specifically set forth to the contrary in this Contract, or under the applicable Statement of Work, all payment obligations for Professional Services and Subscription Services actually provided to Customer under any and all Statements of Work are non-cancelable and amounts paid are non-refundable.

F. Overdue Payments for Professional Services. Any payment not received from Customer within 45 days of submission to the City may accrue (except with respect to charges then under reasonable and good faith dispute or invoices submitted prior to any required City signoff on milestone approval, or otherwise earlier than permitted under this Contract), at Workday's discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

G. Overdue Payments for Subscription Services. Any payment not received from Customer within 45 days of date of invoice, such invoice date to be no earlier than 30 days before the commencement of the applicable subscription period, may accrue (except with respect to charges then under reasonable and good faith dispute), at Workday's discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

H. Possible Suspension of Professional Services. If Customer's account is more than sixty (60) days overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any other rights or remedies it may have under this Agreement or by law, Workday reserves the right to cease providing Professional Services to Customer, without liability to Customer, until such amounts are paid in full.

I. Possible Suspension of Subscription Service. Except with respect to charges subject to a reasonable and good faith dispute, if Customer's account is more than thirty (30) days past due, in addition to any other rights or remedies it may have under this Agreement or by law, Workday reserves the right to suspend the Service upon thirty (30) days written notice, without liability to Customer, until such amounts are paid in full.

Such notice shall clearly and prominently state that the Service is at risk of suspension and shall not solely take the form of an invoice with an overdue notice.

J. Taxes. All Professional Services Fees and Subscription Services Fees invoiced pursuant to this Agreement are payable in full and without reduction for Transaction Taxes and/or foreign withholding taxes (collectively defined as "Taxes"). Customer is responsible for paying all Taxes imposed on the Service provided under this Agreement. Workday's Professional Services Fees and Subscription Services Fees do not include in its price any Transaction Taxes, which can include local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added, excise, use, goods and services taxes, consumption taxes or similar taxes (collectively defined as "Transaction Taxes"). If Workday has a legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount shall be computed based on Customer's address listed in the first paragraph of this Agreement which will be used as the ship-to address on the SOW, and invoiced to and paid by Customer, unless Customer provides Workday with a valid tax exemption certificate authorized by the appropriate taxing authority.

V. STATEMENTS OF WORK

Contractor will provide the deployment services identified in SOW # 1940291 (Exhibit C). Appendix B to SOW # 1940291 identifies the general scope for that Statement of Work. Any other Statements of Work will include, at a minimum:

a. A description of the work to be performed;
b. The fees for the work or, if agreed to be performed on a time and materials basis, the rate(s) applicable to the work, including whether fees are inclusive of travel and living expenses;
c. If the parties have agreed to differ from the change order process that is in the Professional Services Agreement (Exhibit B), the change order process;
d. If applicable, a project schedule, including any deliverables;
e. Any agreed-upon acceptance process for deliverables; and
f. Any designated key personnel.

VI. CHANGE ORDERS

Change Orders or Order Forms will be used when the change is within the general scope of this Agreement such that it does not require a formal amendment including, but not limited to, a modification to a project schedule for a SOW, an in-scope change to project deliverables for a SOW, the ordering of additional training services for Software as a Service solutions that are already the subject of an Order Form, or the expansion of a subscription level such as one to increase the number of employees in a subscription. In-scope changes to Statements of Work will be accomplished through Change Orders, while changes to Order Forms will be accomplished through either amendments to Order Forms or new Order Forms. When appropriate, the Parties will use the Change Order process set forth in Section 11 of the Professional Services Agreement (Exhibit B) to negotiate a change order and will use the Dispute Resolution Process if they cannot come to agreement as to the scope or cost of a change order.

VII. CONTRACT AMENDMENTS

This Contract plus specific documents cited herein constitutes the entire Contract between the City and Contractor and may be amended by further mutual written agreement. Changes and/or additions to contract scope, duration and/or total contract value are amendments. All amendments to this Contract shall be in writing and approved and executed in the same manner as this contract. A Change Order to a SOW which does not change overall project scope and does not exceed the project funding does not require the same execution or approval as an amendment to this Contract.

VIII. EFFECT OF DISPUTE AND DISPUTE RESOLUTION

Prior to the initiation of any legal proceeding other than those described in subsection (d) below, the parties shall first attempt to resolve their dispute informally, as follows:

a. Within five (5) business days following the written request of a party, designated individual(s) from Contractor and City shall meet to resolve such dispute. Such meeting may be telephonic or use a web meeting facility.

b. The representatives referred to in paragraph (a) shall meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of formal legal proceedings. The specified format for the discussions will be left to the discretion of the designated representatives but may include the preparation of agreed upon statements of fact or written statements of position.

c. If the representatives referred to in paragraph (a) above are unable to resolve the dispute within thirty (30) business days after the dispute is escalated to them, then either Party may escalate the dispute to the President of Contractor and the General Manager of the Information Technology Agency of the City for their review and resolution.

d. The provisions of this Section VIII shall not be construed to prevent a party from instituting, and a party is authorized to institute, judicial or other proceedings to (i) seek injunctive relief; (ii) avoid the expiration of any applicable legal or contractual limitations period; or (iii) to preserve a superior position with respect to other creditors.

e. Each of the parties agrees to continue performing its obligations under this Agreement and all related agreements while any dispute is being resolved except to the extent that the issue in dispute precludes performance (a dispute over payment shall not be deemed to preclude performance). Failure to pay undisputed invoices is not a dispute and Contractor is entitled to exercise its contractual remedies in the event of such failure.

IX. USE OF SUBCONTRACTORS

The City will have the right to approve Contractor's utilization of subcontractors in the event that subcontractors are proposed by Contractor in accordance with PSC-11. This applies to both individuals and corporations. The City has no obligation to any subcontractor and nothing herein is intended to create any privity between the City and Contractor's subcontractors.

Notwithstanding the fact that Contractor is utilizing subcontractors, Contractor will remain responsible for performing all aspects of this Agreement and for ensuring that all work is performed in accordance with the terms and conditions of this Agreement. Contractor will use the City's BAVN (or successor system) to request and receive approval of subcontractors; approval through such system shall be considered to fulfill the obligation in PSC-11 to obtain approval. Contractor shall ensure that all of its subcontractors comply with any and all provisions in this Contract and the Exhibits hereto regarding confidentiality of City information and data and shall remain primarily liable for the failure by any of its subcontractors to comply with any such provisions, and any such breach of such provisions by Contractor's subcontractors shall be considered a breach of the same provisions by the Contractor itself.

X. BACKGROUND CHECKS

Unless prohibited by law, Contractor shall conduct (or has previously conducted) a criminal background check on personnel employed by Contractor (and will require its subcontractors to conduct a background check on their own personnel) who will have access to Customer Data. As of the Effective Date, the background check for Contractor' employees and any Subcontractors' employees shall include the items specified below ("Background Check Items"). However, Contractor reserves the right to modify the Background Check Items to coincide with then-current commercially reasonable standards for background checks. In no event shall Contractor knowingly allow any person to be assigned to have access to Customer Data hereunder whose background check revealed a conviction of any violent crime or crime involving theft, dishonesty, moral turpitude, breach of trust, or money laundering.

Background Check Items
For personnel in the United States:
SSN Trace
7 Year County Criminal Report
7 Year Statewide Criminal Report
7 Year Federal Criminal Report
Basic Employment Verifications (Maximum 3)
Education Verification (Maximum 1)
Multi-state / Multi Jurisdiction Criminal Records Locator

For personnel outside the United States:
SSN Trace
International Criminal Search (Maximum 1 Jurisdiction)
International Employment Verifications (Maximum 3 previous employers)
Education Verification (1 Maximum)
Multi-State / Multi-Jurisdiction Criminal Records

Contractor's compliance with its on-hire background check is confirmed in its SOC audit reports, which are available to City pursuant to Section 5 of the Master Subscription Agreement, Exhibit D.

XI. SUCCESSOR FUNCTIONALITY

The warranty in Exhibit D, Section 6.2(ii) provides protection for the City in the event that

functionality in a Software as a Service component named in an Order Form is moved to another component or replaced with a newly named component.

XII. BACKUP AND FAILOVER FOR CITY DATA

The City's data provided to Contractor during the implementation services shall not be the City's only copy of such data; City is responsible for backing up all such data that is not Customer Data. Contractor is responsible for backing up Customer Data as specified in Exhibit F and for periodic testing of its backup and failover processes as specified in Exhibit F. Confirmation that Contractor is complying with its backup, failover, and testing process is included in Contractor's SOC audit reports, which are available to City pursuant to Section 5 of the Master Subscription Agreement, Exhibit D.

XIII DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

Contractor shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and border Wall Contracts, as defined in LAAC Section 10.50.1.

XIV. CONTRACTOR PERFORMANCE EVALUATION

At the end of this contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the contract. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City Evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

XV. LIMITATION OF LIABILITY AND DATA BREACH REMEDIATION.

A. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO CONTRACTOR'S INDEMNIFICATION OBLIGATIONS IN PSC 18 AND 19; RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD; AS PROVIDED IN SECTION XV(B); AND/OR CITY'S PAYMENT OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY'S (OR CONTRACTOR'S AFFILIATES OR THIRD PARTY LICENSORS') AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE EXCEED:

1. WITH RESPECT TO CLAIMS ARISING FROM THE SUBSCRIPTION OR ANY OTHER SERVICE THAT IS SUBJECT TO THE MASTER SUBSCRIPTION AGREEMENT: TWO (2) TIMES THE AVERAGE ANNUALIZED FEES ACTUALLY PAID OR PAYABLE BY CITY UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING SIXTY (60) MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE (OR FOR CLAIMS ARISING DURING THE FIRST SIXTY

(60) MONTH PERIOD, TWO (2) TIMES THE AVERAGE ANNUALIZED FEES OR PAYABLE BY CITY UNDER THIS AGREEMENT DURING THE FIRST SIXTY (60) MONTH PERIOD); OR

2. WITH RESPECT TO CLAIMS ARISING FROM A STATEMENT OF WORK OR ANY OTHER PROFESSIONAL SERVICE SUBJECT TO THE PROFESSIONAL SERVICES AGREEMENT: THE AMOUNT OF FEES PAID OR PAYABLE BY CITY FOR THE SPECIFIC STATEMENT OF WORK FROM WHICH THE CLAIM AROSE. THE PROFESSIONAL SERVICES PROVIDED BY CONTRACTOR ARE ADVISORY ONLY AND NO SPECIFIC RESULT IS ASSURED OR GUARANTEED.

B. DATA BREACH REMEDIATION AND SPECIAL LIMITATION OF LIABILITY

1. REMEDIATION FOR CERTAIN DATA BREACHES. IN THE EVENT THAT ANY UNAUTHORIZED ACCESS TO OR ACQUISITION OF PII OR PERSONAL DATA (AS THOSE TERMS ARE DEFINED EXHIBITS B AND D RESPECTIVELY) IS CAUSED BY CONTRACTOR'S BREACH OF ITS SECURITY AND/OR PRIVACY OBLIGATIONS UNDER THIS AGREEMENT, CONTRACTOR SHALL PAY THE REASONABLE AND DOCUMENTED COSTS INCURRED BY CITY IN CONNECTION WITH THE FOLLOWING ITEMS SUBJECT TO THE LIMITATION OF LIABILITY IN THIS SECTION XV(B): (I) COSTS OF ANY REQUIRED FORENSIC INVESTIGATION TO DETERMINE THE CAUSE OF THE BREACH, (II) PROVIDING NOTIFICATION OF THE SECURITY BREACH TO APPLICABLE GOVERNMENT AND RELEVANT INDUSTRY SELF-REGULATORY AGENCIES, TO THE MEDIA (IF REQUIRED BY APPLICABLE LAW) AND TO INDIVIDUALS WHOSE PII OR PERSONAL DATA MAY HAVE BEEN ACCESSED OR ACQUIRED, (III) PROVIDING CREDIT MONITORING SERVICE TO INDIVIDUALS WHOSE PII OR PERSONAL DATA MAY HAVE BEEN ACCESSED OR ACQUIRED FOR A PERIOD OF ONE YEAR AFTER THE DATE ON WHICH SUCH INDIVIDUALS WERE NOTIFIED OF THE UNAUTHORIZED ACCESS OR ACQUISITION FOR SUCH INDIVIDUALS WHO ELECTED SUCH CREDIT MONITORING SERVICE, AND (IV) OPERATING A CALL CENTER TO RESPOND TO QUESTIONS FROM INDIVIDUALS WHOSE PII OR PERSONAL DATA MAY HAVE BEEN ACCESSED OR ACQUIRED FOR A PERIOD OF ONE YEAR AFTER THE DATE ON WHICH SUCH INDIVIDUALS WERE NOTIFIED OF THE UNAUTHORIZED ACCESS OR ACQUISITION. ALL REMEDIATION COSTS INCURRED BY CONTRACTOR OR REIMBURSED TO CITY SHALL COUNT AGAINST CONTRACTOR'S LIMITATION OF LIABILITY IN THIS SECTION XV(B) UNLESS THE EXCLUSIONS IN SECTION XV(B)(2) APPLY.

2. SPECIAL LIMITATION OF LIABILITY FOR CERTAIN DATA BREACHES. IN THE EVENT THAT ANY UNAUTHORIZED ACCESS TO OR ACQUISITION OF PII OR PERSONAL DATA IS CAUSED BY CONTRACTOR'S BREACH OF ITS SECURITY AND/OR PRIVACY OBLIGATIONS UNDER THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO CONTRACTOR'S INDEMNIFICATION OBLIGATIONS IN PSC 18 AND 19; OR RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD, IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY ARISING OUT OF

OR RELATED SUCH UNAUTHORIZED ACCESS OR ACQUISITION, WHETHER IN CONTRACT, TORT, OR OTHERWISE EXCEED:

i. WITH RESPECT TO CLAIMS ARISING FROM THE SUBSCRIPTION OR ANY OTHER SERVICE THAT IS SUBJECT TO THE MASTER SUBSCRIPTION AGREEMENT: SEVEN (7) TIMES THE AVERAGE ANNUALIZED FEES ACTUALLY PAID OR PAYABLE BY CITY UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING SIXTY (60) MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE (OR FOR CLAIMS ARISING DURING THE FIRST SIXTY (60) MONTH PERIOD, SEVEN (7) TIMES THE AVERAGE ANNUALIZED FEES ~~OR~~ PAYABLE BY CITY UNDER THIS AGREEMENT DURING THE FIRST SIXTY (60) MONTH PERIOD); OR

ii. WITH RESPECT TO CLAIMS ARISING FROM A STATEMENT OF WORK OR ANY OTHER PROFESSIONAL SERVICE SUBJECT TO THE PROFESSIONAL SERVICES AGREEMENT: ONE AND A HALF (1.5) TIMES THE AMOUNT OF FEES PAID OR PAYABLE BY CITY FOR THE SPECIFIC STATEMENT OF WORK FROM WHICH THE CLAIM AROSE.

C. **EXCLUSION OF DAMAGES.** EXCEPT WITH RESPECT TO AMOUNTS TO BE PAID BY EITHER PARTY PURSUANT TO A COURT AWARD (OTHER THAN A DEFAULT JUDGMENT) OR SETTLEMENT AS WELL AS THE DEFENSE COSTS UNDER THE INDEMNIFICATION OBLIGATIONS NO MATTER HOW SUCH DAMAGES MAY BE CHARACTERIZED, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, COST OF DATA RECONSTRUCTION FOR DATA THAT IS NOT CUSTOMER DATA, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. CITY WILL NOT ASSERT THAT ITS PAYMENT OBLIGATIONS AS SET FORTH IN AN ORDER FORM ARE EXCLUDED AS CONTRACTOR'S LOST PROFITS. THIS SECTION SHALL ONLY APPLY TO ANY LIABILITY BETWEEN CONTRACTOR AND THE CITY AND DOES NOT LIMIT THE CLAIMS THAT EITHER PARTY MAY BRING AGAINST A THIRD PARTY OR THE CLAIMS A THIRD PARTY MAY BRING AGAINST EITHER PARTY.

D. **DIRECT DAMAGES.** SUBJECT TO THE LIMITATIONS IN SECTIONS XV(A)and (B) AND NOTWITHSTANDING SECTION XV(C) ABOVE, THE PARTIES AGREE THAT WITH RESPECT TO CONTRACTOR'S BREACH OF ITS OBLIGATIONS SET FORTH IN THIS AGREEMENT, THE FOLLOWING SHALL BE CONSIDERED DIRECT DAMAGES AND CONTRACTOR SHALL REIMBURSE CITY FOR REASONABLE COSTS AND EXPENSES ACTUALLY PAID TO THIRD PARTIES FOR: (i) AMOUNTS PAID TO AFFECTED THIRD PARTIES AS DAMAGES OR SETTLEMENTS ARISING

FROM SUCH BREACH; (ii) FINES AND PENALTIES IMPOSED BY GOVERNMENTAL AUTHORITY (EXCEPT FOR DISCRETIONARY FINES OR PENALTIES ASSESSED BY CITY) ARISING FROM SUCH BREACH; AND (iii) LEGAL FEES, INCLUDING REASONABLE ATTORNEYS' FEES, TO DEFEND AGAINST THIRD PARTY CLAIMS ARISING FROM SUCH BREACH.

XVI. MODIFICATIONS TO THE CITY'S STANDARD PROVISIONS

The following Provisions replace in their entirety the same-named sections in Exhibit A - City's Standard Provisions, which are attached and incorporated herein. All references in this Contract or any exhibit other than Exhibit A to PSC terms are to the PSC terms as modified in this Contract.

With respect to Contractor's indemnification obligations as set forth in PSC-18 and PSC-19, the City will promptly notify Contractor of the claim and cooperate with Contractor in defending the claim. Contractor, as the indemnifying party, shall have full control and authority over the defense to the maximum extent allowed under applicable law, except that: (a) any settlement requiring the City to admit liability or to pay any money will require the City's prior written consent; and (b) the City may join in the defense with its own counsel at its own expense.

PSC-2 is replaced with the following

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. CONTRACTOR shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to CONTRACTOR. In the event any new, amended, revised laws, regulations, or procedures that apply to the performance of this contract is promulgated by the City, which results in a material increase in cost for the CONTRACTOR, for the performance of this contract, the parties will use the Dispute Resolution mechanism set forth in the City Master Agreement ("Dispute Resolution") to negotiate an equitable amendment to this Contract. The parties understand that "performance" excludes the Workday Service, which is a pre-existing Service that cannot be customized for the CITY and is warranted as set forth in the Master Service Agreement which is part of this Contract. In the event that the CITY promulgates any new, amended, or revised laws, regulations, or procedures and concludes that its use of the Workday Service would not be in compliance with such requirements unless CONTRACTOR changes the Workday Service, it shall bring such matter to the attention of CONTRACTOR using the Dispute Resolution Mechanism. Changes in configuration to bring the Workday Service into compliance with the new or changed requirements will be subject to an equitable amendment. If, however, the parties conclude that the new or changed requirements require a modification to the Workday Service and Workday declines to make such change, the parties agree to negotiate in good faith an early termination of this Contract.

In any action arising out of this Contract, CONTRACTOR consents to personal

jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts for Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-5 is replaced with the following:

PSC-5. Amendment

All amendments to this Contract shall be in writing and approved and executed in the same manner as this contract, or subject to the provisions of Section II Term of Contract. Change Orders to a Statement of Work for which sufficient funding is available in Section IV(a) shall not be deemed amendments under this section and will follow the process set forth in Section VI Change Orders.

PSC-6 is replaced with the following:

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, disruptions in performance of common carriers, including Internet service providers, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events"). For clarity, if CONTRACTOR's failure to perform could have been avoided if CONTRACTOR had performed its backup and/or failover obligations under this Contract, the failure is not a Force Majeure Event.

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of CONTRACTOR shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both CONTRACTOR and Subcontractor, and without any fault or negligence of either of them. In such case, CONTRACTOR shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event CONTRACTOR'S delay or failure to perform arises out of a Force Majeure Event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-8 is replaced with the following:

PSC-8 Suspension:

A. At **CITY'S** sole discretion, **CITY** may suspend any or all professional services provided under this Contract by providing **CONTRACTOR** with written notice

of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

B. Suspension notice: Any suspension notice shall include, if known at the time of the notice, the date that the project work shall resume. The **CITY** shall reasonably endeavor to inform **CONTRACTOR** of a resumption date once known.

C. Retention of Personnel. For suspensions of five (5) or fewer business days, **CONTRACTOR** shall retain its assigned personnel on the project. By the end of the fifth business day of the suspension, **CITY** shall deliver to **CONTRACTOR** a list by name of any of **CONTRACTOR's** personnel (including but not limited to designated Key Personnel) that it wishes **CONTRACTOR** to keep on the project following resumption. If such named personnel are still in the employment of **CONTRACTOR** or its subcontractor(s) at the time of resumption, **CONTRACTOR** shall return them to the project. However, the parties recognize that during a suspension, such personnel may be assigned to other work and their return may be delayed as they either finish the other work or a substitute is found for them on such other work to avoid undue disruption to the other work. In order to enhance **CONTRACTOR's** ability to bring named personnel back, **CITY** may provide periodic updates to **CONTRACTOR** about the expected resumption date. A suspension of greater than six months shall relieve **CONTRACTOR** of its obligations under this section unless the parties agree otherwise in writing.

D. Change Order Following End of Suspension. Following the end of the suspension, the parties shall negotiate an equitable change order which documents the reason for the change order, modifies the project schedule impacted by the suspension and, if agreed to be appropriate given the reason for the suspension and the impact of the delay, reasonable costs. As part of such change order, **CONTRACTOR** may change the identity of **CONTRACTOR'S** personnel, including but not limited to Key Personnel, assigned to the project except for retained named personnel designated in section C above. **CITY** may decide to accept a substitute for specific retained named personnel to avoid delays to the project schedule. The parties recognize that changes to the project schedule may not be on a day-for-day basis due, for example, to the need to locate qualified personnel, any need for rework, or scheduling critical project milestones around the **CITY'S** processing schedule. Changes to costs must take into account the reason for suspension and the impact of delay. For work done on a firm fixed price basis, **CONTRACTOR** will not be compensated for its costs in bringing new project personnel up to speed. Unless a suspension was due to a breach of contract by **CONTRACTOR**, reasonable costs associated with rework due to delay shall be compensated. Any reasonable costs associated with additions to the work, such as a new integration to a third party system acquired or upgraded by **CITY** during the suspension, shall be compensated. Cost changes shall also take into consideration any reductions in the work such as, for example, elimination of a custom integration or a decision to eliminate or consolidate a testing step to help keep the project close to its original schedule.

E. There is no practical way for **CONTRACTOR** to implement a suspension of its

Services because the only way to cease incurring costs would be to delete the **CITY'S** tenant, effectively destroying all deployment efforts and deleting all of the **CITY'S** data that has been entered into the tenant. Accordingly, suspension is inapplicable to the Services, including but not limited to the Software-as-a-Service solution, training, and additional tenants.

PSC-9 is modified as follows:

PSC-9(A) is deleted in its entirety and replaced with the following:

A. Termination for Convenience

CITY may terminate the Professional Services portions of this Contract for CITY'S convenience at any time by providing CONTRACTOR thirty days written notice. Upon receipt of the notice of termination, CONTRACTOR shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. CITY shall pay CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to effect the termination. Thereafter, CONTRACTOR shall have no further claims against CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights CITY is entitled to under the Contract, shall remain City's property if already paid for, or shall become CITY property, including all intellectual property rights CITY is entitled to under the Contract, effective upon receipt of payment as set forth in this PSC9(A). CONTRACTOR agrees to execute any documents necessary for CITY to perfect, memorialize, or record CITY'S ownership of rights provided herein.

PSC-9(B) is deleted in its entirety and replaced with the following:

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if either Party fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the other Party may give written notice of the default. The default notice will indicate the nature of the default in sufficient detail to allow the allegedly defaulting party to propose or effect a cure and will provide at least thirty (30) days to cure. If the default is not cured or the allegedly defaulting Party indicates that it does not intend to cure the default within the cure period the non-defaulting Party may terminate this Contract due to breach of this Contract, subject to use of the process in subpart 7.

2. If the default under this Contract is due to CONTRACTOR'S failure to maintain the insurance required under this Contract, CONTRACTOR shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees performing work specifically for the City and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. CONTRACTOR shall not recommence performance until CONTRACTOR is fully insured and in compliance with CITY'S requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against a Party, or if a Party makes an assignment for the benefit of creditors, then the other Party may immediately terminate this Contract.

4. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY'S laws, regulations or policies relating to lobbying, then CITY may treat a violation that is curable (including, but not limited to, failure to timely file required reports) as a material breach under Subpart 1 and may immediately terminate this Contract for conduct that is not curable (such as, without limitation, fraud and bribery).

5. Acts of Moral Turpitude
a. CONTRACTOR shall immediately notify CITY if CONTRACTOR or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
b. If CONTRACTOR or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, CITY may immediately terminate this Contract.
c. If CONTRACTOR or a Key Person is charged with or indicted for an Act of Moral Turpitude, CITY may terminate this Contract after providing CONTRACTOR an opportunity to present evidence of CONTRACTOR'S ability to perform under the terms of this Contract.
d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
e. For the purposes of this provision, a Key Person is an officer or employee assigned to this Contract or supervising the performance of this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of CONTRACTOR. An "employee assigned to this Contract" is an employee who is assigned to perform Professional Services or the Customer Success employee designated as a contact for the CITY's account. For the purposes of this provision, CONTRACTOR'S obligation to notify the CITY attaches only after CONTRACTOR becomes aware that a Key Person has a status listed in subparts (a) or (b).

6. In the event CITY terminates this Contract as provided in this section, CITY may procure, upon such terms and in the manner as CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to CITY for excess costs for such services above what the CITY would have paid CONTRACTOR only for services similar in scope and effort up to the limitation of liability.

7. Prior to terminating this Contract for default, the Parties will reasonably consider using the Dispute Resolution mechanism of this Contract. Use of the Dispute Resolution mechanism is mandatory prior to CONTRACTOR terminating this Contract

for any default other than one for breach of intellectual property rights, failure to pay undisputed portions of invoices, or pursuant to PSC-9(B)(2) to (5). The CITY may use the Dispute Resolution mechanism at its discretion to create a mitigation plan that would allow it to continue this Contract by segregating a Key Person who has been charged with or indicted for an Act of Moral Turpitude.

8. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

9. The rights and remedies of the Parties provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

PSC-9(C) is deleted in its entirety and replaced with the following

C. In the event that this Contract is terminated, CONTRACTOR shall immediately take all reasonable steps necessary to cease work and cease incurring costs (except for its provision of a data retrieval period pursuant to the Master Subscription Agreement). Such steps will, at a minimum, require CONTRACTOR to immediately notify all employees assigned to this Contract; and notify Subcontractors to stop work and cancel any planned travel associated with this Contract. In addition, CONTRACTOR shall provide prompt notice in writing to all other parties it has contracted with to provide services to CITY pursuant to this Contract that the Contract has been terminated. Because CONTRACTOR is a publicly traded company, if it determines that notice must be made to the Securities and Exchange Commission of such termination, it may delay notice of termination to third parties until the close of one (1) business day after notice has been submitted to the Securities and Exchange Commission; otherwise notice shall be made no more than five (5) business days after termination.

PSC-11 is deleted in its entirety and replaced with the following:

PSC-11. Contractor's Personnel

This provision applies only to the Professional Services to be provided under this Contract and, with respect to the Software as a Service solutions, the Customer Success employee designated as a contact for the CITY's account.

Unless otherwise approved by CITY, CONTRACTOR shall use its own employees to perform the professional services described in this Contract. With respect to positions designated as Key Personnel in the applicable Statement of Work, CITY has the right to review and approve any personnel who are assigned to work under this Contract. With respect to all CONTRACTOR personnel and sub-contractor personnel, if CITY has concerns regarding the performance or qualifications of personnel, CITY shall provide written notice identifying the concerns and bring such concerns to the attention of CONTRACTOR. CONTRACTOR shall take reasonable measures to resolve such concerns unless such concerns would be illegal if applied to CITY's own personnel. CONTRACTOR shall report its intended resolution to CITY. If CITY remains dissatisfied with the intended resolution, the parties will use the Dispute Resolution mechanism.

CITY recognizes that removal of CONTRACTOR personnel may impact schedule and critical milestones because it may not be possible to find an immediate replacement. CONTRACTOR will not charge CITY for any costs associated with transition time associated with such replacement. If CITY's concern involves on-site behavior of specific CONTRACTOR personnel, CITY may require that such personnel work only off-site.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of CITY. If CITY permits the use of Subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. CITY has the right to approve CONTRACTOR'S Subcontractors, and CITY reserves the right to request replacement of any Subcontractor. CITY does not have any obligation to pay CONTRACTOR'S Subcontractors, and nothing herein creates any privity of contract between CITY and any Subcontractor.

PSC-12. is deleted and replaced with the following:

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of CITY:

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

Notwithstanding the foregoing, CONTRACTOR may assign this Contract in its entirety (including all uncompleted order forms for subscription services or statements of work for professional services) without consent of CITY solely in connection with a reorganization, merger, acquisition, or sale, of all or substantially all of its assets (an "M&A Assignment"), provided the assignee has agreed to be bound by all of the terms of this Contract and all past due amounts that might be owed to the CITY are paid in full. In the event of an M&A Assignment, CITY shall be entitled to request from the assignee information to demonstrate that the assignee has the necessary resources and expertise to fulfill its contractual obligations. Failure to provide such information shall be a material breach of this Contract which shall entitle the City to terminate the Contract under the provisions of PSC 9 Section B.6. In the event that the assignee cannot provide adequate assurances as that term is understood in common law and pursuant to Com. CA Coml. § 2609, or the assignee is on any federal or state list of debarred or suspended contractors or in a CITY identified status where the CITY would decline to contract with the assignee for any new procurement, this shall be a material breach of the Contract and the CITY shall be entitled to terminate this Contract under the provisions of PSC 9 Section B.6. Under no circumstance can the M&A Assignment be used by CONTRACTOR to divest itself only of this Contract or only of all of its contracts with the CITY.

PSC-13 is deleted and replaced with the following:

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for CONTRACTOR'S performance of this Contract.

CONTRACTOR shall immediately notify CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to CONTRACTOR'S performance of this Contract. In the event that CITY imposes new or substantially increased (net impact more than $10,000 per year) license, permit, certificate or other similar fees for vendors that impacts CONTRACTOR solely due to this Contract, the parties shall use good faith negotiations or the Dispute Resolution process to adjust the price to be paid by the CITY.

PSC-16 is deleted and replaced with the following:

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records that are necessary for CITY to verify CONTRACTOR's charges, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by CITY. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by CITY, (2) the expiration of this Contract or (3) termination of this Contract. During the Term of this Agreement and for up to three (3) years thereafter, but not more frequently than once per year unless there has been a dispute involving the accuracy of CONTRACTOR's invoicing, CONTRACTOR shall make available to CITY or its chosen representatives, for examination only those books, records, and files of CONTRACTOR that are necessary for CITY to verify CONTRACTOR's charges. CITY shall provide CONTRACTOR with reasonable notice prior to conducting such audit and the parties shall mutually agree upon the timing of such audit which shall be conducted in a manner that is not disruptive to CONTRACTOR's business operations. CITY will pay for all of CITY's costs related to such audits.

Such right shall not extend to or require on-site audits of CONTRACTOR's operations or third party hosting facilities, disclosure of any confidential information of any other CONTRACTOR customer, or CONTRACTOR's payroll records or other financial records not related to fees invoiced to CITY. CITY'S rights to receive copies of operational audits conducted by CONTRACTOR or to participate in CONTRACTOR'S Customer Audit Program are as stated in the Master Subscription Agreement and Universal Data Processing Exhibit.

With respect to CONTRACTOR's performance of the Workday Service, records within the Service are maintained throughout the CITY's use of the Service unless deleted by the CITY; the CITY has access to audit trails within the Service as detailed within the Documentation for the Service. Records pertaining to the Service will be retained post termination for a data retrieval period and deleted thereafter in accordance with the Master Subscription Agreement.

With respect to CONTRACTOR's performance of professional services, project-related documents will be either (a) as specified in a SOW, maintained using a CITY licensed tool such as ServiceNow and accordingly, available to the CITY at any time as it controls the tool; or (b) available for the CITY to download from the collaboration tool that CONTRACTOR uses for project coordination both during the term of the applicable Statement of Work and for sixty (60) days thereafter. If (b) applies, as a matter of good data security, CONTRACTOR will delete the contents of the collaboration tool within a

reasonable time after the end of the sixty (60) day period.

Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include records retention and audit provisions set forth in this section for at least as long as stated in this section.

In lieu of retaining the records for the term as prescribed in this provision, CONTRACTOR may, upon CITY'S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

With respect to PSC-17, no bonds are required.

PSC-18 is deleted and replaced with the following:

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest (collectively, "City's Indemnitees") from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants) (collectively, "Claim"), damages or liability of any nature whatsoever, arising from death or bodily injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any tangible property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19 is deleted and replaced with the following:

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the CITY, and the City's Indemnitees from any Claim against CITY by a third party alleging that the use of the Service as contemplated under this Agreement infringes or misappropriates such third party's Intellectual Property Rights and CONTRACTOR shall indemnify and hold CITY and City's Indemnitees harmless against any Claim, damages, expenses, losses or liability relating to such Claim. CONTRACTOR shall not be required to indemnify CITY to the extent that the alleged infringement arises from: (w) modification of the Service by CITY or the CITY's Indemnitees in conflict with CITY's obligations or as a result of any prohibited activity as set forth herein; (x) use of the Service in a manner inconsistent with the Documentation; (y) use of the Service in combination with any other product or service not provided by CONTRACTOR; or (z) use of the Service in a manner not otherwise contemplated by this Agreement. If CITY is enjoined from using the Service or CONTRACTOR reasonably believes it will be enjoined, CONTRACTOR shall have the right, at its sole option, to obtain for CITY the

right to continue use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to CONTRACTOR, then use of the Service may be terminated at either party's option and CONTRACTOR's sole financial liability associated with such termination shall be to refund any prepaid fees for the Service that were to be provided after the effective date of termination; CONTRACTOR shall continue to indemnify as required under this Section PSC-19. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20 is deleted and replaced with the following:

PSC-20. Intellectual Property Warranty

Because the CONTRACTOR is providing its pre-existing commercial solutions to the CITY, which are subject to numerous patents and CONTRACTOR does not attempt to search the more than 2 million issued patents to detect inadvertent infringement, CONTRACTOR does not provide a warranty of non-infringement. The CITY's remedy in the event that CONTRACTOR provides infringing materials is found in PSC-19. CONTRACTOR warrants that it will comply with Securities and Exchange Commission requirements in reporting any material infringement claims with respect to the Service.

PSC 21 is deleted and replaced with the following:

PSC-21. Ownership And License

Any capitalized terms not defined within this clause have the meaning found in CONTRACTOR's Master Subscription Agreement or Professional Services Agreement exhibits.

A. With respect to the Software as a Service solutions and associated training and support provided under this Contract (collectively, the "Service"):

1. **Ownership and Reservation of Rights to CONTRACTOR Intellectual Property.** CONTRACTOR and its licensors own all right, title and interest in and to the Service, Documentation, and other CONTRACTOR Intellectual Property Rights. Subject to the limited rights expressly granted hereunder, CONTRACTOR reserves all rights, title and interest in and to the Service, and Documentation, including all related Intellectual Property Rights. No rights are granted to CITY hereunder other than as expressly set forth herein.

2. **Grant of Rights.** CONTRACTOR hereby grants CITY (for itself and those of CITY's Affiliates and Authorized Parties for whom CITY enables access to the Service) a non-exclusive, non-transferable, right to use the Service and Documentation, solely for the internal business purposes of CITY and its Affiliates and solely during the Term, subject to the terms and conditions of this Agreement within scope of use defined in the Contract. The Service is provided in U.S. English. CONTRACTOR has translated portions of the Service into other languages and unless otherwise indicated in the applicable Order Form, CITY may use any available translated portions of the applicable Service.

3. **Restrictions.** CITY shall not (i) modify or copy the Service or Documentation

(except for archival copies of the Documentation for use consistent with this Agreement) or create any derivative works based on the Service or Documentation; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Service or Documentation available to any third party, other than to Authorized Parties as permitted herein; (iii) reverse engineer or decompile any portion of the Service or Documentation, including but not limited to, any software utilized by CONTRACTOR in the provision of the Service and Documentation, except to the extent required by law; (iv) access the Service or Documentation in order to build any commercially available product or service; or (v) modify, copy or create derivative works of any features, functions, integrations, interfaces or graphics of the Service or Documentation. Notwithstanding the above, CITY may make a reasonable number of copies of the Documentation for internal business purposes only

4. **Ownership of Customer Data.** As between CONTRACTOR and Customer, CITY owns its Customer Data.

5. **Customer Input.** The CITY may make suggestions, enhancement requests, recommendations or other feedback provided by CITY, its Employees and Authorized Parties relating to the operation or functionality of the Service. ("Customer Input") CONTRACTOR shall have a royalty-free, transferable, sub-licensable, irrevocable, perpetual license to use, and incorporate into its services, any Customer Input. CONTRACTOR shall have no obligation to make Customer Input an Improvement. CITY shall have no obligation to provide Customer Input.

B. With respect to the Professional Services provided under this Contract:

1. **CONTRACTOR Ownership.** All right, title and interest to all recommendations, ideas, techniques, know-how, designs, programs, development tools, processes (excluding business processes), integrations, enhancements, and other technical information developed by CONTRACTOR in the course of performing Professional Services, or co-developed by the parties hereunder, including all trade secrets, copyrights and other Intellectual Property Rights pertaining thereto (together the "CONTRACTOR Intellectual Property") vests in CONTRACTOR. Nothing contained in this Agreement shall be construed as transferring any such rights to CITY or any third party except as expressly set forth herein.

2. **License to the CONTRACTOR Intellectual Property.** Subject to Section B.1 above, CONTRACTOR grants to CITY a royalty-free, nontransferable and nonassignable term license to access and to use the CONTRACTOR Intellectual Property that CONTRACTOR incorporates into a Deliverable provided to CITY hereunder. CITY may only use the Deliverables in connection with its authorized use of the Workday Service, as such is defined pursuant to the separate and independent Master Subscription Agreement between the parties and only during the Term set forth therein. Notwithstanding the foregoing, the CITY shall be entitled to use, royalty-free and in perpetuity, recommendations and ideas, as well as business processes incorporated into Deliverables for all internal CITY use, whether or not in conjunction with the Workday Service, and may further provide such recommendations and ideas to other California government entities for their internal use.

3. **CITY Ownership.** All CITY Confidential Information, all PII supplied by or PII input by CITY or CITY authorized third parties, and CITY's data related to change management, documentation of its business processes, and organizational change management plans shall be, and remain, the property of CITY. APIs developed by the CITY or licensed from third parties by the CITY, web services not involving the Workday Service, or scripts developed by the CITY involving CITY specific applications or data sources shall be the property of CITY even if CONTRACTOR has provided advice on their development. To the extent that the Workday Service uses any CITY APIs, CITY grants to CONTRACTOR a limited license to use them solely in conjunction with the Workday Service provided to the CITY and with any professional services needed to deploy such Workday Service. Subject to CONTRACTOR'S underlying Intellectual Property Rights, all right, title and interest in any Custom Integration developed solely by CITY shall vest in CITY. CITY agrees that it will not assert a claim for, or file suit for, or take any other action in furtherance of any alleged or actual infringement or misappropriation of the rights in or associated with any Custom Integration should CONTRACTOR create any similar integration independently.

4. **Business Processes.** The parties agree that any business process developed by CONTRACTOR in the course of performing Professional Services for the CITY or co-developed by the parties hereunder shall be jointly owned by the parties and each may use such business process without any obligation of royalty or attribution to the other. If one party obtains any copyright, patent, or other intellectual property right registration in such business process, the other shall have a worldwide, royalty-free, irrevocable, and sublicensable right to use it.

5. **Different Ownership Rights Designated in a SOW.** CONTRACTOR does not ordinarily provide custom software development services. In the event that the parties believe that a SOW involves development work by CONTRACTOR that has a value or use independent of use with the Workday Service, the SOW may include an ownership rights provision granting the CITY additional rights to Deliverables. Any such grant shall clearly state that it is in addition to, or in substitution for, the rights stated in this Subpart B.

C. CONTRACTOR's agreements with any Subcontractors shall not have any provisions which conflict with the CITY's ownership and license rights.

PSC-22 is deleted in its entirety and replaced with the following

PSC-22. Data Protection

CONTRACTOR shall protect Customer Data (as defined in the Master Subscription Agreement) in accordance with the requirements of Section 5 of the Master Subscription Agreement for Customer Data, the Universal Security Exhibit, and the Universal Data Processing Agreement. Those provisions include a process for notifying CITY and, as applicable, media and regulatory bodies of a data security breach, remediation obligations in the event of a security breach, and special liability allocations for data security breaches.

PSC-24 is deleted in its entirety.

PSC-25 is restricted in scope to the Professional Services. A warranty for the Software as a Service solutions is in the Master Subscription Agreement.

PSC-39 is deleted in its entirety and replaced with the following:

PSC-39. Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract. CITY will seek, in good faith, funding for each fiscal year of the Software as a Service subscription. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, CITY may terminate the impacted portion of the subscription, in whole or in part. CITY will give CONTRACTOR written notice thirty (30) days prior to the effective date of any such termination. All obligations of CITY to make payments after the termination date will cease and all CONTRACTOR obligations to provide the Service will terminate. Notwithstanding the foregoing, CITY will pay for (i) the entire time period the Service was made available to CITY prior to CONTRACTOR's receipt of notice of termination for non-appropriation; and (ii) for all amounts and Service periods for which CITY has received services prior to the effective date of such termination. CITY shall reasonably respond to CONTRACTOR's inquiries as to the status of funding for this Contract. A termination for non-appropriation under this section shall not be considered a termination for breach and City shall have all rights to data retrieval and transition services as specified in the MSA.

PSC-40 Compliance with Identity Theft Laws and Payment Card Data Security Standards
The parties acknowledge that PSC-40 only applies to the extent that the laws are applicable to the Service and that some of the listed laws and requirements may not apply because the Services do not include payment devices or processing of credit or debit card information.

PSC-43 is deleted in its entirety and replaced with the following:

PSC-43. Confidentiality

Each party (a "Recipient") shall use the same degree of care that it uses to protect its own Confidential Information of like kind (but in no event using less than a reasonable standard of care) to not disclose or use any Confidential Information of the other party (a "Discloser") except as reasonably necessary to perform Recipient's obligations or exercise Recipient's rights pursuant to this Agreement or with the Discloser's prior written permission. Either party may disclose Confidential Information on a need to know basis to its Affiliates, contractors and service providers bound by confidentiality obligations at least as restrictive as those in this section. To the extent required by law, Recipient's disclosure of Discloser's Confidential Information shall not be considered a breach of this Agreement provided that Recipient promptly provides Discloser with prior notice of such disclosure (to the extent legally permitted), if Discloser wishes to contest the disclosure. Discloser shall have the right to seek injunctive relief to enjoin any breach or threatened breach of this section, it being acknowledged by the parties that other remedies may be inadequate.

This provision will survive expiration or termination of this Contract. "Confidential Information" means (a) any software utilized by CONTRACTOR in the provision of the Service and its respective source code; (b) Customer Data as defined in the Master Subscription Agreement; (c) any and all individually identifying information related to former, current or prospective employees, consultants, contingent workers, independent contractors or retirees of CITY that is accessed, disclosed, provided, obtained, created, generated, scanned, entered, collected or processed in connection with the Professional Services; (d) each party's business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary and (e) the terms, conditions, and pricing of this Agreement (but not its existence or parties) except for disclosures as may be required by law and through the City's public approval process. Confidential Information shall not include information (a) publicly known or made generally available in the public domain prior to the time of disclosure to Recipient by Discloser or third parties associated with Discloser, or after disclosure to Recipient by Discloser through no action of Recipient, or (b) in the possession of Recipient without confidentiality restrictions at time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure.

Notwithstanding anything to the contrary in this section, if compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or public records request (including under the California Public Records Act, Government Code section 6250 et seq. (the "CPRA") or any City ordinance, resolutions or regulations implementing this state statute), or similar processes, to disclose any of the Confidential Information, the City as appropriate, shall use its good faith reasonable efforts to immediately provide the CONTRACTOR with prompt written notice (via email). The CONTRACTOR acknowledges that the City is subject to the CPRA and must comply with its obligations thereunder. Accordingly, should the

CONTRACTOR mark information as confidential from requested records and/or assert that any CONTRACTOR information is not subject to disclosure under a CPRA or other third party request, the CONTRACTOR must also provide a separate copy of the information with all identified Confidential Information completely redacted. The CONTRACTOR shall be solely responsible, at its sole cost and expense, for seeking a protective order or other legal steps the CONTRACTOR deems necessary to protect such requested Confidential Information from disclosure by the City in response to a third party request for disclosure. The CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless the City and any of its boards, departments, officers, agents and employees (collectively, the "City") from and against all suits, claims, and causes of action brought against the City for the City's refusal to disclose any CONTRACTOR's trade secrets or CONTRACTOR's other technical, financial or other information to any person making a request pursuant to the CPRA or other third party request. The CONTRACTOR's obligations herein include, but are not limited to, all reasonable attorney's fees (both in-house and outside counsel), reasonable costs of litigation incurred by the City or its attorneys (including all actual, costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. CONTRACTOR's obligations to the City under this indemnification provision shall be due and payable on a monthly, ongoing basis within thirty (30) days after each submission to CONTRACTOR of the City's invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature. CONTRACTOR shall receive prompt notice from the City of any (1) communication to the City challenging the City's refusal to disclose CONTRACTOR's information, and (2) any complaint or petition to the court challenging the City's refusal to disclose CONTRACTOR's information. The indemnity obligation contained herein shall not be subject to any limitation of liability provisions set forth in this Contract.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be signed by their respective duly authorized officers:

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

By: _____
STEPHEN H. HONG
Deputy City Attorney III

Date: _____

ATTEST: HOLLY L. WOLCOTT
City Clerk

By: _____

Date: _____

CITY OF LOS ANGELES

_____
LAURA ITO
Assistant General Manager
Information Technology Agency

Date: _____

Workday, Inc.

_____
Signature

_____
Printed Name

_____
Title

_____
Date

_____
Signature

_____
Printed Name

_____
Title

_____
Date

Approved as to Legal Form:

_____
Paula Goldman

Exhibit A:
Standard Provisions for City Personal Services Contracts
(PSC) (Rev.10/17) [v.3]

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word **"CONTRACTOR"** includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;

B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY.** At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance

coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.

4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.

5. Acts of Moral Turpitude

   a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

   b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.

   c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.

   d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly

abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors,

CONTRACTOR shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration

of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from to time.

PSC-18. Indemnification

Except for the gross negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR,** Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under

this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract

such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.

B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal

employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Americans with Disabilities Act

CONTRACTOR shall comply with the Americans with Disabilities Act, 42 U.S.C. Section 12101 *et seq.*, and its implementing regulations.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network ("BAVN") at https://www.labavn.org/, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the "Iran Contacting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least $100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least $100,000 for performance under this Contract:

> "Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections
>
> You are a subcontractor on City of Los Angeles Contract

#_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-38. Contractors' Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

EXHIBIT 1

INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the **CITY**. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) as determined in writing by the CAO-RM.

2. **When to submit** Normally, no work may begin until a **CITY** insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

Submitting your documents. **Track4LA®** is the **CITY'S** online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the **CITY**. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. Track4LA® advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA®** at http://track4la.lacity.org and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted, however ***submissions other than through Track4LA® will significantly delay the insurance approval process as documents will have to be manually processed.*** **CONTRACTOR must provide CITY** a thirty day notice of cancellation (ten days for non-payment of premium) AND an Additional Insured Endorsement naming the **CITY** an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the **CITY** is an automatic or blanket additional insured. An endorsement naming the **CITY** an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to CAO.insurance.bonds@lacity.org.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **Track4LA®**, the **CITY'S** online insurance compliance system, at http://track4la.lacity.org.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA®** at http://track4la.lacity.org.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the **CITY** has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (http://cao.lacity.org/risk/InsuranceForms.htm) to the CAO-RM for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the **CITY** is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of **CITY** premises. Information on two **CITY** insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on **CITY** premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on **CITY** premises; it is not required for simple commuting unless **CITY** is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (http://cao.lacity.org/risk/InsuranceForms.htm). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on **CITY** premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the **CITY**) any workers' compensation paid to an injured employee of the contractor.

10. **Property** insurance is required for persons having exclusive use of premises or equipment owned or controlled by the **CITY**. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle **CITY** funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at http://cao.lacity.org/risk/BondAssistanceProgram.pdf or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a **CITY** contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. **CONTRACTOR'S** policies shall cover liability for a data breach in which the **CITY** employees' and/or **CITY** customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the **CITY'S** or **CONTRACTOR'S** electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

Form Gen. 146 (Rev. 6/12)

Required Insurance and Minimum Limits

Name: _____ Date: 7/5/2016

Agreement/Reference: RFP for Human Resources & Payroll (HRP System)

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

		Limits
✔	**Workers' Compensation (WC) and Employer's Liability (EL)**	WC *Statutory* EL 1,000,000
	☐ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act	
✔	**General Liability**	1,000,000
	☒ Products/Completed Operations ☐ Sexual Misconduct ☐ Fire Legal Liability ☐	
✔	**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)	1,000,000
✔	**Professional Liability** (Errors and Omissions)	5,000,000
	Discovery Period 12 Months After Completion of Work or Date of Termination Agreement	
	Property Insurance (to cover replacement cost of building - as determined by insurance company)	
	☐ All Risk Coverage ☐ Boiler and Machinery ☐ Flood ☐ Builder's Risk ☐ Earthquake ☐	
✔	**Cyber Liability**	10,000,000
	☐	
	Surety Bonds - Performance and Payment (Labor and Materials) Bonds	
	Crime Insurance	

Other: Provided to: Irene Mayeda
If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: http://cao.lacity.org/risk/InsuranceForms.htm
In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

Exhibit B:
Workday Professional Services Agreement # 191354

EXHIBIT B: PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement **("Agreement" or "PSA")**, is by and between **Workday, Inc. ("Workday")** a Delaware corporation with offices at 6110 Stoneridge Mall Road, Pleasanton, CA 94588 and **City of Los Angeles ("Customer")**, a California corporation with offices at 200 North Main Street, Los Angeles, California 90012 United States. Whereas, Workday offers professional services in conjunction with its hosted application service; Customer desires to obtain such professional services; and this PSA is part of the Contract between the parties and it, and the exhibits including the Standard Provisions for City Contracts ("PSC") and sets forth the business relationship and the allocation of responsibilities associated with such Professional Services. Therefore, the parties agree as follows:

1. **Professional Services to be provided by Workday.** Workday shall perform the services ("Professional Services") in the form, type and manner provided in one or more statements of work that refer to this Agreement and upon execution by the parties are made a part hereof (each a "Statement of Work" or "SOW").

2. **Fees and Expenses. See Contract, Section IV.**

3. **Ownership. See PSC-21.**

4. **Insurance. See PSC-10.**

5. **Confidential Information. See PSC-43** for general confidentiality provisions.

6. **Warranties & Disclaimers.**

6.1 Warranties. Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all Laws applicable to it related to data privacy, international communications and the transmission of technical or personal data. In addition to the warranty found at PSC-25, Workday warrants that (i) to the best of Workday's knowledge, the Deliverable(s) does not contain any Malicious Code; and (ii) Workday will not knowingly introduce any Malicious Code into the Deliverable(s).

6.2 Warranty Remedies. In the event of a breach of the foregoing warranty, set forth in PSC-25, or Section 6.1 (i), or (ii), Workday shall (a) correct the non-conforming Professional Service or Deliverable at no additional charge to the Customer or (b) in the event Workday is unable to correct such deficiencies after good-faith efforts, refund Customer prorated amounts paid for the defective Professional Service or Deliverable. To receive warranty remedies, Customer must promptly report deficiencies in writing to Workday, but no later than thirty (30) days after the first date the deficiency is identified by Customer. The remedies set forth in this subsection shall be Customer's sole remedy and Workday's sole liability for breach of these warranties unless the breach of warranty constitutes a material breach of the Agreement and Customer elects to terminate the Agreement in accordance with PSC-9(B).

6.3 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROFESSIONAL SERVICES AND/OR RELATED DELIVERABLES. WORKDAY DOES NOT WARRANT THAT THE PROFESSIONAL SERVICES AND/OR DELIVERABLES WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE PROFESSIONAL SERVICES AND DELIVERABLES.

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EXHIBIT B: PROFESSIONAL SERVICES AGREEMENT

7. **Indemnification. See PSC-18 and PSC 19.**

8. **Limitation of Liability. See Contract Section XV.**

9. **Term & Termination. See, generally, Contract Section II and PSC-9**

10. **Workday Roles.** Each Workday team member's involvement will vary by task as defined in the project plan for each Statement of Work. Each Statement of Work will define the resource level and rates relevant to the work efforts defined in the Statement of Work. The Workday team listing does not preclude other Workday personnel from being involved in a project described in a Statement of Work, nor does it assure involvement of all those listed.

11. **Change Order Process.** During a project in a Statement of Work, new information may surface that may necessitate a change in business requirements resulting in a change in project scope and, therefore, changes in the estimated level of effort, project timeline, or Workday Service features. Upon Customer's request, such changes, and the associated fees for additional Professional Services to be provided, will be described in a document (a "Change Order"). Due to the complexity of some project Change Orders, Workday may bill the Customer for the time required to scope and estimate the requested change. Workday will advise Customer of the cost estimate if such a charge will apply. A completed Change Order includes the requested change, the impact on the current engagement under the applicable Statement of Work, and the estimated resources and time to complete the Professional Services for the work described in the Change Order. Workday will submit the Change Order to Customer for review and approval. Proposed Change Orders will remain valid for a period of ten (10) business days from the date of submission. If Customer does not approve the Change Order within the ten (10) business days, or notify Workday in writing within five (5) business days that the Customer needs additional time to review the deliverables and specify how much time will be required, and Workday has not extended the period of validity in writing, the Change Order will automatically expire. Upon receipt of written approval, Workday will begin performing the Professional Services described in the Change Order according to the agreed-upon schedule under the applicable Statement of Work as may be modified by the Change Order.

12. **General.**

12.1 **Relationship of the Parties.** The parties are independent contractors as set forth in PSC-10. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, or fiduciary relationship between the parties. There are no third-party beneficiaries to this Agreement.

12.2 **Cumulative Remedies.** Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

12.3 **Force Majeure. See PSC-6.**

12.4 **Assignment.** Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by PSC-12 shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.5 **Governing Law. See PSC-2.**

12.6 **Use of Subcontractors.** In the course of providing the Professional Services and/or Deliverables hereunder, Workday may, in its discretion, draw on the resources of and subcontract to third parties ("Subcontractors") who are approved in accordance with the Contract. In such instances, Customer agrees that Workday may provide information Workday receives in connection with this Agreement to the applicable Subcontractors for the purpose of the Professional Services and related administration.

12.7 **Workday Personnel.**

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EXHIBIT B: PROFESSIONAL SERVICES AGREEMENT

(a) Workday shall use commercially reasonable efforts to ensure that consultants provided by Workday, whether Workday employees or Subcontractor employees, ("Workday Personnel") are educated, trained, and experienced for the Services they are to perform.

(b) While at Customer's premises, Workday Personnel shall: (i) comply with Customer's requests, rules, and regulations regarding personal and professional conduct (including the wearing of an identification badge and adhering to regulations and general safety, dress, behavior, and security practices or procedures) generally applicable to such premises ("Site Security Policies"); and (ii) otherwise conduct themselves in a businesslike and professional manner. Notwithstanding the foregoing, the parties understand and agree that in no event shall such Site Security Policies (i) impact or affect in any manner the Workday Service and its operations, including, without limitation, the access of such Workday Service or the handling of Customer Data; (ii) permit Customer to have access to Workday's equipment, including laptops ; (iii) permit Customer to perform background checks (including any drug testing) on Workday employees and/or (iv) require Workday employees to sign a non-disclosure agreement or the like directly with Customer.

(c) If Customer has concerns over key personnel or other Workday Personnel the parties shall resolve them in accordance with PSC-11.

(d) If a SOW designates Key Personnel, any replacement shall possess at least the minimum qualifications for their designated position. Where multiple replacements are available, Customer may, upon request, participate in a telephonic interview of candidates and identify their preferred candidate, who will be used if available for the remaining duration of their role on the applicable SOW.

12.8 Entire Agreement. See PSC-2, PSC-4, PSC-5. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. This Agreement may be executed in counterparts, which taken together shall form one binding legal instrument. The parties hereby consent to the use of electronic signatures in connection with the execution of this agreement, and further agree that electronic signatures to this agreement shall be legally binding with the same force and effect as manually executed signatures.

12.9 Deletion of Professional Services Data. Subject to the Customer's prior written request, Workday will delete the Professional Services Data by deletion of Customer's files on the File Transfer Server; provided, however, that Workday will not be required to remove copies of the Professional Services Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday will continue to protect the Professional Services Data in accordance with the Agreement.

13. Definitions.

"Confidential Information" has the meaning set forth in PSC-43.

"Configured Integration" means any standard Workday-supported integration or interface between third party applications or service providers and the Workday Service, which are subscribed to by Customer as part of the Workday Service. Configured Integrations are part of the Workday Service and, as such, are provided with ongoing support by Workday in accordance with Workday's then-current Production Support and Service Level Availability Policy.

"Custom Integration" means any integration or interface between third party applications or service providers and the Workday Service that are developed either (i) by Customer, (ii) by a partner or third party acting on Customer's behalf pursuant to a separate and independently executed third party agreement, or (iii) by Workday pursuant to a Statement of Work. Custom Integrations are deployed, maintained and supported by Customer and are not part of the Workday Service.

"Deliverables" means the training, specifications, configurations, implementation, data conversions, workflow, custom developed programs, performance capabilities, and any other activity or document to be completed during the course of Professional Services for delivery to Customer.

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EXHIBIT B: PROFESSIONAL SERVICES AGREEMENT

"Effective Date" means the date the Contract is effective in accordance with PSC-3.

"File Transfer Server" means a server provided and controlled by Workday using secure file transfer (or successor protocol) to transfer the Professional Services Data between Customer and Workday for implementation purposes.

"Intellectual Property Rights" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

"Laws" means any local, state, national and/or foreign law, treaties, and/or regulations applicable to a respective party.

"Personally Identifiable Information" or "PII" means any and all individually identifying information related to former, current or prospective employees, consultants, contingent workers, independent contractors or retirees of Customer that is accessed, disclosed, provided, obtained, created, generated, scanned, entered, collected or processed in connection with the Professional Services.

"Professional Services Data" means electronic data or information that is provided to Workday under a SOW for the purpose of being input into the Workday Service, or data accessed within or extracted from the Customer's tenant to perform the Professional Services.

"Professional Services Fees" means all amounts invoiced and payable by Customer for Professional Services."

"Workday Service" means Workday's software-as-a-service applications provided to Customer pursuant to the separate and independent Master Subscription Agreement between the parties.

"Workday Web Services" are an industry-standard set of integration services that enable the exchange of data between the Workday Service and third-party systems used by Workday customers.

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Exhibit C:
SOW # 1940291

Statement of Work
to Professional Services Agreement
(Fixed Fee)

Customer Name	Information Technology Agency
Workday Entity Name	Workday, Inc.
PSA Effective Date	See Professional Services Agreement executed herewith
SOW Effective Date	The later of the dates beneath the Parties' signatures below
Currency	USD
Project Name	Human Resources & Payroll (HRP) System

Customer Contact Information	**Billing Contact**	**Project Contact**
Contact Name	Joyce Edson	Joyce Edson
Street Address **City/Town, State/Region/County** **Zip/Post Code Country**	200 North Main Street, Suite 1400 City Hall East Los Angeles, CA 90012	200 North Main Street, Suite 1400 City Hall East Los Angeles, CA 90012
Phone/Fax #	(213) 978-3311	(213) 978-3311
Email	joyce.edson@lacity.org	joyce.edson@lacity.org

Primary Location for Onsite Work	
Contact Name	Raelynn Napper
Street Address **City/Town, State/Region/County** **Zip/Post Code, Country**	200 North Main Street, Suite 1400 City Hall East Los Angeles, CA 90012
Phone/Fax #	(213) 978-3311
Email	raelynn.napper@lacity.org

This Statement of Work (including Appendix A attached hereto, this "**SOW**") is entered as of the SOW Effective Date listed above and is governed by and subject to the Professional Services Agreement (the "**PSA**") between the Workday customer listed above ("**Customer**") and the Workday entity listed above ("**Workday**") that covers Workday's provision of Professional Services to Customer. Each Customer and Workday shall be referred to in this SOW as a "**Party**" and collectively as the "**Parties.**" In the event of a conflict between the terms of this SOW and the terms of the PSA, the terms of this SOW shall prevail with respect to the subject matter hereof. All capitalized terms not otherwise defined herein shall have the same meaning as in the PSA. This SOW is non-cancelable and non-refundable.

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1. GENERAL

This SOW details the Professional Services Workday will perform for the deployment of the Workday Service for all departments in the City of Los Angeles, including any applicable Workday deliverables, project milestones, expected project duration, pricing, and payment schedules during the project. If Customer wishes to secure additional Professional Services to deploy functionality not included in the scope of this SOW, change the roles and responsibilities typically included for Workday deployments, change the timeline of deployment, or otherwise initiate additional efforts outside the scope of this SOW, Workday will provide a proposal for such Professional Services and develop a separate SOW or Change Order subject to the Change Order Process defined in the PSA.

2. WORKDAY METHODOLOGY AND PROJECT SCOPE

The Workday deployment methodology consists of five stages: Plan, Architect, Configure & Prototype, Test, and Deploy (each, a "**Stage**"). The Professional Services and deliverables within each Stage of the methodology are explained in Appendix A. The project scope has been defined through several discussions with Customer and is detailed in the Workday Project Scope section also included in Appendix A. In the event of a conflict between the terms of this SOW and the terms of Appendix A, Appendix A shall control. Any feature, functionality, and/or Professional Services not explicitly identified in the Workday Project Scope section is out of scope for this SOW.

3. FEES

3.1 Workday shall provide to Customer the Professional Services as set forth herein on a fixed fee basis. Customer shall pay all fees and any other amounts due hereunder in the currency designated above and such currency supersedes any other currencies previously quoted. Customer shall pay to Workday the Professional Services fees in connection with the provision of the Professional Services in accordance with the PSA and the Workday-provided invoice. Invoicing will occur as outlined in the table below. Invoices are due in accordance with the PSA. All remittance advice, and invoice inquiries can be directed to Accounts.Receivable@workday.com. All change orders resulting in additional scope added to the project may be added into the next milestone payment invoice. There will be five stages (Plan, Architect, Configure and Prototype, Test and Deploy) and post-production support. The parties agree that the Workday will withhold ten (10) percent of the fees incurred for each milestone billing until the total fees withheld (the "Holdback") equal $1,500,000. Once the Holdback amount is equal to $1,500,000, no additional fees will be withheld from milestone billings. The Holdback on milestone invoices totaling $1,500,000 will be invoiced along with the final milestone signoff. There is also a Customer signoff on completion of each Stage in accordance with the Project Stages Acceptance Criteria in Section 3.4. The Holdback on milestone invoices associated with its respective Stage will be invoiced along with the milestone signoff of each Stage. If this SOW is terminated prior to the Go-Live Date Customer shall pay the Holdback fees for the work completed.

3.2 The fixed fees due Workday for the Professional Services under this SOW are $20,934,218. Project related travel expenses are included in the fees. Each milestone event signoff will trigger the Workday invoicing process. The estimated deployment start date is April 13, 2020.

Payment #	Milestone Event	Stage	Estimated Milestone Week	Percentage	Milestone Amount (including travel expenses)
1	Delivery of Initial City of Los Angeles Tenant	Plan	Week 1	1.19%	$250,000
2	Delivery of the Customer Project Team Training Plan Document	Plan	Week 5	2.39%	$500,000
3	Delivery of Initial Project Plan	Plan	Week 9	3.58%	$750,000

4	Signoff of Plan Stage	Plan	Week 13	4.78%	$1,000,000
5	Delivery of Updated Charter Document	Architect	Week 18	4.78%	$1,000,000
6	Completion of Architect Workshops	Architect	Week 24	5.73%	$1,200,000
7	Completion of Configuration Prototype Tenant Build	Architect	Week 29	5.73%	$1,200,000
8	Signoff of Architect Stage	Architect	Week 33	5.73%	$1,200,000
9	Delivery of the Testing Strategy Document	Configure & Prototype	Week 38	5.73%	$1,200,000
10	Completion of Customer Confirmation Workshops	Configure & Prototype	Week 44	6.21%	$1,300,000
11	Signoff of Configuration & Prototype Stage	Configure & Prototype	Week 49	6.21%	$1,300,000
12	Delivery of End-to-End Test Tenant	Test	Week 54	7.17%	$1,500,000
13	End User Training Strategy and Plan	Test	Week 60	7.17%	$1,500,000
14	Completion of End-to-End Testing	Test	Week 66	7.17%	$1,500,000
15	Delivery of Payroll Parallel Tenant	Test	Week 71	5.25%	$1,100,000
16	Delivery of Cutover Plan Document	Test	Week 76	5.25%	$1,100,000
17	Signoff of Test Stage	Test	Week 81	5.25%	$1,100,000
18	Signoff of Deploy Stage	Deploy	Week 86	5.25%	$1,100,000
19	Completion of Post-Production Support	Post Go-Live	Week 94	5.43%	$1,134,218
				100.00%	**$20,934,218**

The mutually agreed upon deployment project plan will be the document that the Customer Project Manager and Workday Engagement Manager will use to directly correlate work done vs. work to be done based on the Output and Responsibilities columns in the tables of Appendix A, 3. Methodology section. Workday will report this information in three ways:

3.2.a. Workday team conducts a weekly Workstream status report that tracks work done/work to be done. This ultimately rolls up to the milestone sign-off document.

3.2.b. There is a bi-weekly written status report that rolls up to the PMO.

3.2.c. There is a monthly written status report for the Executive Steering Committee

3.3 If Customer terminates this SOW or the Agreement other than for Workday's material breach of this SOW or the Agreement, to the extent Workday has partially completed a milestone or deliverable for which completion is required to receive payment, Customer shall pay to Workday a pro rata portion of next milestone or deliverable payment based on Professional Services performed by Workday through the effective date of termination. Upon payment, Workday will deliver to Customer any such partially completed milestones and deliverables in the form they exist as of the effective date of termination; provided that all such material is provided on an "as-is" basis, without warranty or further Workday obligation of any kind.

3.4 Project Stages Acceptance Criteria: Except as otherwise mutually agreed, the following procedures shall govern acceptance of each project stage under this SOW. Customer's Project Manager (or his or her designee) shall be Customer's authorized representative ("Acceptor") to (i) accept or reject a project stage, in whole or in part, and (ii) communicate Customer's comments, objections or responses concerning any project stage. The following procedures shall apply upon delivery of each project stage under this SOW to determine Customer acceptance of this stage. The acceptance criteria for each stage shall consist of the specific requirements of this SOW and such additional criteria only as the parties mutually agreed upon in writing (the "Acceptance Criteria"). 1) Customer may not unreasonably withhold or delay any acceptance of a project stage. 2) The Acceptor shall use reasonable efforts to promptly review the project stage within five (5) business days after receipt of notification from Workday that the applicable project stage is completed. Within the five (5) business days from notification, the Acceptor shall deliver to Workday either (a) written acceptance (e-mail is acceptable), or (b) a written response describing in sufficient detail the unacceptable portions. Project stages are deemed accepted when Customer formally accepts in writing; however, if Customer does not specifically identify deficiencies in writing within five (5) business days after notification from Workday, or notify Workday in writing within five (5) business days that the Customer needs additional time to review the deliverables and specify how much time will be required, then the acceptance will be deemed received.

4. HR Payroll Steering Committee

4.1 The HR Payroll Steering Committee provides overall governance for the Workday Service deployment. Responsibilities include:

- Defines and maintains a set of project "Guiding Principles" or "Vision and Goals"
- Ensuring alignment with business objectives
- Monitoring project financials
- Reviewing risk mitigation plans and ensuring the timely resolution of all issues; including taking ownership to manage operational organizational issues and risks through closure.
- Reviewing and approving change requests that impact budget, scope or schedule

4.2 The Steering Committee will meet on a regular basis and be comprised of Customer Executive Sponsor, Customer Project Manager. Workday Executive Sponsor, Workday Program Executive, Workday Project Director, and Workday Engagement Manager. Failure to organize and agree on a Steering Committee schedule of meetings will result in a stoppage of work.

5. Project Change Controls

5.1 Change is an inevitable part of a project and the Parties shall work jointly to analyze each change for its impact on the project.

5.2 The purpose of a change management procedure is to manage change requests to establish approved changes will be controlled, ensuring the leadership team is aligned on the impacts to the project schedule, budget, and agreed deliverables. The primary objectives of the change management procedure are to:

- Manage each change request from initiation through to closure,
- Process change requests based upon direction from the appropriate authority as defined by the Customer, and
- Communicate the impact of changes to appropriate personnel.

5.3 The use of the formal change management procedure is required when any changes are discovered or requested which impact previously reviewed, approved, and published project activities, deliverables and/or timelines. The documentation and tracking of all change requests will be managed pursuant to the Change Order Process defined in the PSA.

5.4 The avoidance of project delays is material to Customer's use of Professional Services and Workday's ability to provide Professional Services. In the event of any material project delay due to the fault of Customer,

Workday, or causes not within the control of either Party, the Parties will attempt to reasonably mitigate the effects of such delay. This may include issuing a $0 Change Order if it is a fault of Workday. Either Party may convene a Steering Committee meeting to resolve such delays and to develop a reasonable, mutually agreed solution. If the Customer's Project Manager/PMO and/or Steering Committee determines there are project impacts due to a delay, including but not limited to changes in project scope, estimated level of effort, project timeline, project resource commitments, or estimated Professional Services fees and/or expenses, a mutually agreed upon Change Order will be initiated, pursuant to the Change Order Process defined in the PSA. The ITA's GM and City CIO will be responsible for negotiating the Change Order with Workday.

5.5 Workday's effort and budget estimate are fixed price based on delivery of the scope of services as set forth in this SOW. The scope of the services as documented shall remain unchanged, except as the parties may mutually agree in writing. All other work, including schedule and scope extensions or changes not approved by Workday (or not within Workday's responsibility per this SOW), shall require the parties to discuss and agree upon a Change Order to the SOW and pricing. Workday shall not be obligated to absorb schedule or scope extensions that are not expressly within its responsibility per the terms of this SOW.

5.6 Pricing for this SOW is based on the substantial size of the project and has been discounted from Workday's normal rates for its Education & Government customers. This same discounting structure shall be used to price Change Orders for work performed through January 31, 2022. The Contract has information about how rates will be determined commencing February 1, 2022.

6. KEY PERSONNEL

6.1 The Parties acknowledge that the following roles shall constitute ("Key Personnel") as further defined below:

- Engagement Manager – Ken Chambers (email: kenneth.chambers@workday.com)
- HCM Manager
- Payroll and Time Manager
- Data Conversion Lead
- Change Management & Training Lead
- Technical Architect/Lead

It is understood that the identified Key Personnel roles are critical to the project and the absence of the Key Personnel for work that requires their participation would have material adverse impact to the project. With the exception of the Engagement Manager, the Key Personnel roles are not dedicated 100% to the project and persons filling those roles will have other assignments during the project as well. Furthermore, the Key Personnel Roles other than Engagement Manager may be filled by more than one person during the project to leverage the strengths of different individuals. Workday will make commercially reasonable efforts to commit Key Personnel to the specified duration of Customer's deployment. The interviewing process described in section 12.7(d) of the Professional Services Agreement shall apply to both initial holders and replacements for the identified Key Personnel roles.

7. EXPIRATION OF OFFER

The offer set forth in this SOW is valid only through April 1, 2020. ("**SOW Offer Expiration Date**"), and in the event this SOW is not executed by such date, the offer may be rescinded by Workday, in which case all terms are null and void, and neither Party shall have any obligation in relation hereto.

8. SIGNATURES

The undersigned represent and warrant they are authorized to bind their respective Party to this SOW.

INFORMATION TECHNOLOGY AGENCY	WORKDAY, INC.
Signature	Signature
Name	Name
Title	Title
Date	Date

Appendix A:
Customer Staffing, Deployment Approach, Workday Methodology and Project Scope

1. Estimated Customer Project Staffing

The table below provides guidance on the minimum number of the project resources required by Customer for the project. Customer may require more resources than what is estimated below. Customer project resources must be named prior to the commencement of the project. The appropriate individuals must attend Core Workday training before the Plan Stage begins to ensure all Customer roles have been filled and all Customer participants are prepared for their roles. Workday will work with Customer to address any concerns that may arise when identifying participants and understanding their level of participation.

Detailed roles and responsibilities will be documented in the Project Charter.

Estimated Customer Staffing Requirements (Hours)						
Phase 1 - HCM/Payroll						
Client Suggested Staffing Totals	**5,834**	**36,179**	**33,102**	**68,733**	**22,114**	**17,445**
Weeks	12	20	16	32	6	8
Project Stage	**PLAN**	**ARCHITECT**	**CONFIGURE**	**TEST**	**DEPLOY**	**SUPPORT**
Project Leadership						
Executive Steering Committee Members	88	158	141	246	53	70
ITA PMO/Director (1.5)	440	792	924	1232	264	352
Project Scheduler/Coordinator	240	400	320	640	120	160
Project Cutover Lead	0	0	320	640	240	88
Total Hours	**856**	**1,509**	**1,846**	**3,005**	**730**	**741**
HCM Team						
HCM Project Lead	360	800	640	1280	240	320
Compensation Lead	192	400	512	1024	192	256
Benefits Lead	192	400	320	640	120	160
HCM/Comp/Benefits Business Analyst (3)	132	1800	1440	3840	540	720
HCM/Comp/Benefits Technical Analyst (3)	132	1800	1440	3840	540	720
Business Process Administrator	44	198	512	1024	192	88
Payroll Lead	360	800	640	1280	240	320
Payroll Business Analyst (2)	88	1584	1280	2560	480	640

Payroll Technical Analyst (2)	88	1584	1280	2560	480	640
Time Tracking Lead	360	800	640	1280	240	320
Absence Lead	192	400	512	1024	192	256
Time/Absence Business Analyst (2)	88	1584	1280	2560	480	640
Time/Absence Technical Analyst (2)	88	1584	1280	2560	480	640
SME's (approx. 15)	44	6000	1920	6000	320	0
Total Hours	**2,360**	**19,734**	**13,696**	**31,472**	**4,736**	**5,720**
Finance Team						
Finance Analyst - (GL, Costing & FDM)	264	528	528	616	66	88
Total Hours	**264**	**528**	**528**	**616**	**66**	**88**
Technical Team						
Technical Lead	330	792	640	1232	198	320
Conversion Lead	220	792	640	1232	198	320
Conversion Analyst (2)	88	1584	1280	2560	479	640
Integration Lead	220	792	640	1232	198	320
Integration Analyst (3)	132	1800	1440	3840	540	720
Reporting Lead	110	396	528	924	198	264
Reports Analyst (2)	0	792	792	792	264	352
Security Lead	110	792	640	1232	198	320
Security Analyst (2)	44	286	480	924	198	264
Total Hours	**1,254**	**8,026**	**7,080**	**13,968**	**2,471**	**3,520**
Testing Team						
Testing Lead	330	792	640	1232	239	32
Testing Team Member(s)	0	640	512	2560	239	64
Total Hours	**330**	**1432**	**1152**	**3792**	**478**	**96**
Internal Auditor						
Internal Auditor	0	198	141	246	26	0
Change Management Team						
Change Management Lead	220	396	352	616	132	176

Change Management Team Member(s)	220	0	352	616	132	176
Communications Lead	220	396	352	616	132	176
Communications Team Member(s)	110	198	176	308	132	176
Training Lead	0	0	176	308	66	88
Training Coordinator	0	0	352	616	239	88
Change Champions (approx. 200)	0	3960	7040	12800	12800	6400
Total Hours	**770**	**4950**	**8800**	**15880**	**13633**	**7280**

2. DEPLOYMENT APPROACH

It is assumed that a standardized Business Process Framework will be used by all of Customer's organizations, including manager and employee self-service. Preconfigured processes will be used as a starting point for all process configuration and expanded upon. A Workday-provided SFTP site shall be used for all data conversions performed during the Project.

Based on a projected project start date of April 13, 2020, the estimated duration and estimated completion dates of each Project stage are listed below. A written project plan (the "**Project Plan**") will be delivered in the Plan Stage that will confirm exact dates and duration of each Stage.

Delays due to Customer, including business transformation activities such as restructuring a job catalog, may result in a Change Order.

	Plan	Architect	Configure & Prototype	Test	Deploy	Production Support
Estimated Duration	12 weeks	20 weeks	16 weeks	32 weeks	6 weeks	8 weeks
Estimated Start	4/13/2020	7/6/2020	11/23/2020	3/15/2021	10/25/2021	1/1/2022
Estimated Completion	7/3/2020	11/20/2020	3/12/2021	10/22/2021	12/30/2021*	2/25/2022

*Estimated Completion Date for Deploy stage accommodates holidays during this period.

Below is the listing of the Architect Stage functional and technical workshops schedule. This includes the functional areas and the estimated start and end weeks for each of the Workshops. Appendix C depicts the visual representation of the estimated Architect Stage Functional and Technical Workshop schedule.

Workshop	Functional Area Covered by Workshop	Estimated Start Week	Estimated End Week
Integration Discovery Workshop (SKU: ALL)	• Technical Systems Requirements	Week 13	Week 14
HCM Workshops (SKU: HCM)	• Employee Info & History • Position Control • Technical System Requirements • Employee Labor Relations • Onboarding & Flex Workforce	Week 14	Week 18
Benefits Workshops (SKU: HCM)	• Benefits Administration	Week 18	Week 19
Absence/Time Tracking Workshops (SKU: HCM, Time Tracking)	• Separations & Absences • Time and Absence	Week 19	Week 22
Compensation Workshops (SKU: HCM)	• Compensation	Week 22	Week 24
Payroll Workshops (SKU: Payroll)	• Payroll	Week 24	Week 27
Integration Workshops (SKU: All)	• Technical System Requirements	Week 27	Week 29
Security & Reporting Workshops (SKU: ALL)	• Security & Access • Technical System Requirements	Week 29	Week 31
Out of Scope	• Talent Acquisition • Talent Review • Workforce Planning	N/A	N/A

Deployment Plan

Countries / Segment Included	Scope	Number of Employees
United States	HCM (Core HR, Compensation, Absence Management, and Benefits), Time Tracking, US Payroll	42,321

Deployment Plan

The fees and timeline for this Project are based on the following assumptions stated below. If any of these assumptions are not met, Workday will (i) promptly advise Customer in writing; (ii) use reasonable efforts to mitigate delays and additional costs or fees; and/or (iii) increase its fees to reflect the additional Professional Services rendered as a result of Customer's failure to meet the identified assumption.

3. METHODOLOGY

Workday's Deployment Methodology consists of the following five Stages. Deliverables and their owners are listed for each stage. The Primary Owner is accountable for the deliverable. The Secondary Owner works with the Primary Owner to achieve successful completion of the deliverable but is not responsible for producing/executing the resulting deliverable.

The Secondary role may provide advice, recommendations, templates, and/or examples.

3.1 Plan Stage

The objectives of the Plan Stage are to further define the overall project scope and to develop the procedures and mechanisms required to plan and control the project. This Stage will allow for a macro description of governance and project rules of engagement. All departments will be incorporated into the project and made aware of their level of effort required for a successful project. This stage formally documents the detailed project scope to facilitate its execution through the Project Plan. The Plan Stage also defines the team members, roles, and responsibilities, and the project communication approach that will be used throughout the project. This Stage concludes with a kickoff meeting for the project team.

At the completion of the Plan Stage, Workday will evaluate whether any changes in scope, deployment approach, or assumptions were identified. If so, Workday will determine whether these changes would likely result in a material difference in estimated timeline, resource requirements, or estimated costs. If revisions to the project plan are necessary, a Change Order will be drafted, reviewed, and submitted to Customer via the Change Order process outlined in the PSA.

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Section #	Deliverable	Output	Workday Responsibilities	Customer Responsibilities
3.1.1	**Project Start Up**	Initiation of the project, including: • Completion of Customer onboarding and orientation • Documentation of Customer information and logistics • Set up of Project Collaboration site • Review of project scope	Primary Owner Workday Engagement Manager • Conduct Customer on-boarding activities related to sFTP site and setting up the project repository • Conduct Customer project orientation meeting • Conduct scope review meetings • Provide access to a sample demo Workday tenant	Secondary Owner Customer Project Manager • Identify internal Project Manager, Training Coordinator, and Workday Community Coordinator • Attend scheduled on-boarding, orientation, and review calls/meetings with Workday
3.1.2	**Customer Project Team Training Plan**	Plan for completion of Workday training	Secondary Owner Workday Engagement Manager • Confirm Customer completes fundamentals training • Confirm Customer Project Manager Training • Identify core Product Training sessions to attend	Primary Owner Customer Project Manager and Project Team Members • Identify project team members that will attend training programs • Identify project team members that will require access to Workday Community • Complete Workday Customer PM training • Schedule, register for and attend Workday training classes

3.1.3	**Project Planning Initiation**	Meetings designed to initiate project orienting for Customer on approach, tools, and controls. Based on review of scope, drafts are developed for the following: • Initial Project Plan • Tenant Management Plan • Customer Landscape Review • Data Conversion Strategy • Reporting Strategy • Test Strategy • Integration Strategy	Primary Owner Workday Engagement Manager • Provide initial project plan with deliverables and milestones • Develop draft of Tenant Management plan and Strategy documents • Conduct Project Manager Kick-off meeting • Identify and schedule required meetings, status reporting requirements and meeting cadence	Secondary Owner Customer Project Manager • Update initial project plan with Customer deliverables and milestones including external dependencies • Work with Engagement Manager to review and refine the project plan • Review scope document and project charter. Provide input as needed.
3.1.4	**Project Charter**	Workshops designed to define the Project Charter. This will be a co-creation experience with the Project Team, the Executive Steering Committee, and representatives from key departments. The workshops should be held off-site and will incorporate principles of design thinking to come to a collaborative and mutually agreed upon outcomes. • Project Charter o Defined Project Goals o Success Metrics o Governing Principles o Governance/decision making model	Primary Owner Workday Engagement Manager & Change Enablement Lead • Conduct interviews and workshops with select stakeholders from the Project, Executive Steering Committee, and key Departments	Secondary Owner Customer Project Manager • Review project charter. Provide input as needed. • Begin to finalize resources, roles and responsibilities for the Customer project team • Identify Executive Steering Committee members
3.1.5	**Foundation Tenant Build**	Tenant build includes data analysis, collection, and configuration activities to prepare Customer's' deployment tenant for the Architect Stage.	Primary Owner Workday Functional and Technical Consultants • Conduct Foundation Concepts overview sessions	Secondary Owner Customer Functional Leads, Conversion Lead, Conversion Team Member(s)

			• Provide format and layout required for legacy data in configuration workbook • Load the data into the foundation tenant and provide exception report of the data fallouts	• Identify and assign key stakeholder groups • Attend Foundation Overview Sessions • Extract and transform initial data for Foundation Tenant Build • Provide extracted, transformed, and validated data in required format • Validate converted data in the Workday tenant • Participate in stakeholder engagement events.
3.1.6	**Organizational Change Management Strategy**	Outlines the strategy for the change management effort of the project. This includes the cross-workstream approach, the high-level timeline and activity plan for each workstream, the responsible persons/teams, and key steps to provide change management for the project.	Primary Owner Workday Change Enablement Lead • Define the strategy for change management organized around core workstreams of change enablement, communications, and training. • Identify the key OCM activities and timeline. • Identify change readiness criteria, guiding principles for change, review cycle for each OCM deliverable, and status reporting framework	Secondary Owner Customer Change Management Team Lead • Provide guidance to support the development of the strategy including discussions about what has and has not worked before and important insights about critical departments • Provide guidance to support the socialization of the change with key stakeholders and participants • Review and acceptance of the Organizational Change Management Strategy
3.1.7	**Communications Strategy and Plan**	Provides the Communications strategy and plan for Customer communications and engagement.	Primary Owner Workday Change Management Lead	Secondary Owner Customer Communications Lead

		Communications Strategy defines the focus and intent of the communications effort and provides a vision of how communications & engagements support the overall change effort **Communications Plan** details the communicatiou effort of the Change team and provides a consolidated view of all planned communications related to the project	• Develop communications strategy and plan • Identify communication channels and key messages • Identify communication Issues/Risks • Identify feedback mechanisms to track effectiveness of communications	• Provide guidance and support to the development of the communications strategy and plan • Provide guidance and support to effective communication channels • Review and approve communications strategy and plan prior to start of communications
3.1.8	**Launch Communication Materials**	Development and delivery of project communications to prepare impacted stakeholders for the transition to Workday. Continues throughout the lifecycle of the project.	Primary Owner Workday Change Enablement Lead • Develop communications based on the communications plan • Measure effectiveness of communications • Support Customer delivery of communications	Secondary Owner Customer Communications Lead and Communication Team Member(s) • Provide guidance and support to the development of the communications • Review, approve, and deliver communications to impacted stakeholder groups leveraging Customer communication channels
3.1.9	**Project Planning Initiation Documents**	Documents associated with the initiation of the project, including: • Draft Project Plan • Draft Tenant Management Plan • Documents to support and execute project work stream sessions including Foundation, Functional, Reporting, Integration, Testing, Data Conversion	Primary Owner Workday Engagement Manager • Create draft documents for Customer to review • Ongoing management and updates of the documents	Secondary Owner Customer Project Manager • Reviews draft documents and provides feedback • Ongoing management and updates of the documents

		• The Project Kick-off Meeting Presentation designed for a broad orientation introduction for the full customer and consulting project teams		
3.1.10	**Updated Project Charter Documents**	Updated Project Charter document	Primary Owner Workday Engagement Manager & Change Enablement Lead	Secondary Owner Customer Project Director
3.1.11	**Project Initiation Checkpoint**	Engagement Manager review of the Project Initiation documents to confirm the defined scope, tasks, and timelines aligned to the Workday Deployment Methodology. The Delivery Assurance Support Team reviews for completeness and accuracy.	Primary Owner Workday Engagement Manager and Workday Delivery Assurance Support Team • Review Project Initiation documents	Secondary Owner Customer Project Director
3.1.12	**Plan Stage Sign-Off**	Customer sign-off on completion of Plan Stage	Secondary Owner Workday Engagement Manager • Prepare Stage Sign Off document • Schedule Stage Sign Off meeting • Conduct Stage Sign Off document review with Customer • Sign Stage Sign Off document after Customer signs	Primary Owner Customer Project Manager • Attend Stage Sign Off review meeting • Sign Stage Sign Off document

3.2 Architect Stage

The Architect Stage of a Workday deployment enables Customer and Workday project team members to come to a common understanding of global and/or enterprise-wide configuration requirements and business process definitions. Following the kickoff meeting, Workday consultant(s) will work with Customer to create a detailed inventory of business processes, configuration requirements, and integration requirements that are applicable across the enterprise. The Project Plan will be finalized, and resources will be assigned based on the decisions made during Customer design sessions. **Customer project team members must complete Core Workday training prior to the beginning of this Stage**. It is during this Stage that design workshops will be used to drive the business decisions necessary to successfully implement the Workday Service.

At the completion of the Architect Stage, Workday will evaluate whether any changes in scope, deployment approach, or assumptions were identified. If so, Workday will determine whether these changes would likely result in a material difference in estimated timeline, resource requirements, or estimated costs. If revisions to the project plan are necessary, a Change Order will be drafted, reviewed, and submitted to Customer via the Change Order process outlined in the PSA.

Section #	Deliverable	Output	Workday Responsibilities	Customer Responsibilities
3.2.1	**Architect Workshops**	Design and configuration decisions determined through a series of workshops to determine: • Customer's requirements • Functional Configurations • Business Process Definitions • Integration Requirements • Reporting Requirements • Data Conversion Requirements	Primary Owner Workday Functional and Technical Consultants • Engagement Manager to work with Customer Project Manager to schedule Design Sessions • Provide agenda and meeting objectives for each Workshop • Facilitate/conduct design sessions • Provide presentations after completion of design sessions with accompanying notes • Provide configuration Workbooks for each of the design sessions • Document Design decisions	Secondary Owner Customer Functional and Technical Work Stream Leads • Identify key stakeholder groups to participate in design workshop • Organize/schedule stakeholder engagement to participate in design sessions • Attend and participate in design session events • Make decisions on design and configuration; including pre-configured functionality • Lead the socialization of key decisions with relevant stakeholders and key participants
3.2.2	**Architect Documents**	Reviewed and completed deployment workbooks for configurations, data conversions, design decisions, and business requirements	Primary Owner Workday Functional and Technical Consultants • Facilitate/conduct design follow up sessions for areas requiring additional detail • Provide presentations after completion of design sessions	Secondary Owner Customer Functional and Technical Work Stream Leads • Organize/schedule stakeholder engagement to participate in follow up design sessions • Attend and participate in follow up design session events • Populate configuration workbooks based on format and approach

				detailed in design sessions • Provide completed configuration workbooks
3.2.3	**Testing Strategy Workshop**	The purpose of the Testing Workshop is to educate the customer on all the elements necessary to develop a comprehensive testing strategy.	Primary Owner Workday Test Lead • Develop a Testing Management Plan and Testing Schedule • Establish High Level Testing Timelines and outline Key Activities • Determine Testing Roles and Responsibilities • Explore a Training plan for Testers • Review and Finalize the Issue Defect Process and Reporting of testing metrics • Understand Key Testing Considerations and Risks	Secondary Owner Customer Testing Lead • Customer test manager to complete workshop activities • Finalize test strategy, detailed test plan, and schedule • Communicate test details to customer test team
3.2.4	**Test Scenario Creation Workshop**	The purpose of the Test Scenario Creation Workshop is to kick-off the customer development of test scenarios, provide knowledge transfer on the creation of scenarios, and develop a few sample scenarios.	Secondary Owner Workday Test Lead and Functional Consultants • Kick off development of test scenarios • Provide guidance on how to create test scenarios • Develop few sample test scenarios • Review scenarios created by the customer and provide feedback	Primary Owner Customer Testing Lead and Customer Work Stream Leads • Develop all test scenarios
3.2.5	**Test Preparation Documents (for Cnnfiguration**	Customer-created test scenario documents to support the Configuration Unit Test	Secondary Owner	Primary Owner Customer Testing Team Lead and Customer Work Stream Leads

	& Prototype testing)			• Finalize test scenarios
3.2.6	**Finalized Project Planning Documents**	Finalized documents: • Project Plan including Resource Management Plan • Tenant Management Plan • Project Charter. Functional Scope, Reporting Strategy, Integration Strategy, Test Strategy, and Data Conversion Strategy	Primary Owner Workday Engagement Manager • Update and finalize Project Planning documents	Secondary Owner Customer Project Manager • Reviews finalized Project Planning documents and provides feedback
3.2.7	**Stakeholder/ Sponsor Assessment**	Interview, analysis, and documentation of impacted stakeholder groups' commitment, issues, and other factors for consideration when planning change activities. Output assessment will include impacted stakeholder description, stakeholder expectations, concerns, current position on the commitment curve, and recommended actions and engagements to address stakeholder needs.	Primary Owner Workday Change Enablement Lead • Identify and segment key stakeholders (collaboration with Customer) • Conduct assessment to understand stakeholder goals and expectations (survey and/or follow up interviews where relevant) • Assess level of stakeholder commitment, knowledge, & influence • Begin to monitor and evaluate stakeholder engagement	Secondary Owner Customer Change Management Team Lead and Team Member(s) • Identify and segment key stakeholders (collaboration with Workday) • Coordinate interviews meetings with identified stakeholders • Review and approve Stakeholder/Sponsor Assessment prior to Change Impact Assessment
3.2.8	**Change Impact Assessment**	Assessment that captures the change impacts at the Workstream/ Initiative/ process level by stakeholder group that allows the project leads to make key decisions and plan any necessary Change interventions early to help stakeholders understand how their role is changing	Primary Owner Workday Change Enablement Lead • Conduct Change Impact Assessment with Project team and Business SMEs • Document and summarize Impact assessment outcomes	Secondary Owner Customer Change Management Team Lead • Review and approve Change Impact Assessment • Review and approve the initial recommended change

		and any new performance expectations.	• Partner with Customer Change Management Lead to plan necessary change interventions	interventions for each stakeholder group
3.2.9	**Sponsor Engagement Strategy**	Outlines the strategy for sponsor and leadership engagement for the project. This includes the plan and high-level timeline for Change Management Team status reporting to leadership, guiding principles for leadership engagement, sponsor and leadership responsibilities within the change management plan and the communications plan	Primary Owner Workday Change Enablement Lead • Based on approved Stakeholder Analysis & Change Impact Assessment, define the overall sponsor and leadership engagement strategy to support the deployment of Workday	Secondary Owner Customer Change Management Team Lead • Review and approve Stakeholder/Sponsor Assessment, including stakeholder engagement recommendations
3.2.10	**Change Readiness Measurement Plan and Initial Survey**	Plan that outlines how the project will measure, report, and create actions against stakeholders' readiness assessment throughout the duration of the program: The Change Readiness survey is designed to measure how informed and satisfied stakeholders are with the implementation and can enable early detection of high-risk areas that have the potential to put project delivery in jeopardy or erode value. The survey is estimated to run three times over the project lifecycle with the scheduling for the second two surveys determined during the development of the Change Readiness Plan.	Primary Owner Workday Change Enablement Lead • Develop the Change Measurement Plan and select survey tools • Determine survey frequency and identify stakeholders to measure • Implement surveys and collect feedback • Analyze and share feedback • Identify and execute corrective actions	Secondary Owner Customer Change Management Lead • Provide guidance and support for the development of the Change Measurement Plan • Review and approve Change Measurement Plan • Deliver survey notification to end users including follow up reminders • Review survey analysis with Workday Change Enablement Lead • Provide guidance and support for recommended corrective actions

3.2.11	**Change Network Plan**	Plan the outlines how the project will establish and support a change champion network. A Change Network is a community of existing employees and leaders who work with project leadership to exchange information and support employees through change The Change Network support the Project objectives by championing the vision, encouraging engagement and providing support.	Primary Owner Workday Change Enablement Lead • Develop the Change Network Plan, including structure, objectives, and timeline • Identify ideal characteristics for Change Champions	Secondary Owner Customer Change Management Lead • Provide guidance and support in the development of the Change Network Plan • Review and approve Change Network Plan • Identify Change Champions, Agents and Targets from each department
3.2.12	**Configuration Tenant Build**	Configured tenant to capture output of Architect Stage in preparation of Customer confirmation session, additional configuration activities, and unit testing	Primary Owner Workday Functional and Technical Consultants • Provide format and layout required for data in configuration workbooks • Convert and validate data provided by Customer used in Configuration Tenant build	Secondary Owner Customer Functional and Technical Work Stream Leads • Extract and transform initial data for Foundation Tenant Build • Provide extracted and transformed data in required format
3.2.13	**Architecture Review Checkpoint**	Completed Delivery Assurance Architecture reviews and provided information to the project team and Customer for selected functional areas	Primary Owner Workday Delivery Assurance Team and Workday Functional Consultants • Prepare Architecture Checkpoint documents • Facilitate/conduct Architecture Review Checkpoints with Customer • Provide completed Architecture documents to Customer	Secondary Owner

			• Organize/schedule stakeholder engagement to Architecture Checkpoint meetings • Attend and participate in Architect Checkpoint meetings	
3.2.14	**Integration Approach Review Checkpoint**	Completed Integration Approach review and determination of which integrations will require build reviews	Primary Owner Workday Delivery Assurance Team • Prepare Integration Approach Checkpoint documents • Facilitate/conduct Integration Approach Review Checkpoints with Customer • Provide completed Architecture documents to Customer	Secondary Owner Customer Project Manager • Organize/schedule stakeholder engagement to Integration Approach Checkpoint meetings • Attend and participate in Integration Approach Checkpoint meetings • Review Architecture documents and provide feedback
3.2.15	**Architect Stage Sign-Off**	Customer sign-off on completion of Architect stage	Secondary Owner Workday Engagement Manager • Prepare Stage Sign Off document • Schedule Stage Sign Off meeting • Conduct Stage Sign Off document review with Customer • Sign Stage Sign Off document after Customer signs	Primary Owner Customer Project Manager • Attend Stage Sign Off review meeting • Sign Stage Sign Off document

3.3 Configure & Prototype

The Configure & Prototype Stage will complete the configuration of the Workday Service based on the design decisions and requirements. Integration, data conversion, and reporting development will advance. Customer will confirm configurations and complete unit testing. Customer will prepare for testing activities, and the End-to-End Tenant is built to support the Test Stage.

Section #	Deliverable	Output	Workday Responsibilities	Customer Responsibilities

3.3.1	**Customer Confirmation Sessions**	Completion of a series of sessions to confirm the Architect Design ntilizing the Configuration Tenant	Secondary Owner Workday Functional Work Stream Leads • Validate design decisions and finalize configuration within the Configuration tenant • Complete gathering configuration requirements as needed	Primary Owner Customer Functional and Technical Work Stream Leads • Customer Workstream Leads to conduct product overview presentations to core team to validate design • Confirm design decision by actively processing transactions in Configuration tenant during these sessions
3.3.2	**Configuration Unit Test**	Completion of unit testing of configurations; Workday validates unit testing is completed.	Secondary Owner Workday Test Lead • Provide support to the Customer testing team • Develop initial End-to-End test strategy document in conjunction with Customer Testing Team Lead	Primary Owner Customer Testing Team Lead and Customer Work Stream Leads • Finalize creation of unit test scenarios • Schedule testing activities and inform project team • Arrange logistics (e.g. testing rooms) as needed • Conduct unit tests in Workday Configure & Prototype Tenant • Identify Test Coordinator to oversee testing activities and track progress
3.3.3	**Workday-Owned Reports Build and Unit Test**	Based on scope identified to be completed by Workday, reports required for go-live are developed and unit tested.	Primary Owner Workday Technical Work Stream Lead and Workday Technical Consultant(s)	Secondary Owner Customer Functional and Technical Work Stream Leads

			• Build custom reports as called out under Reporting Scope section in SOW • Provide knowledge transfer on Reporting to Customer's identified Reporting team • Ensure Customer knows how to run/test reports • Conduct unit testing of reports	• Respond to questions from the Workday Developers
3.3.4	**Customer-Owned Reports Build and Unit Test**	Based on scope identified to be completed by Customer, reports required for Go-live are developed and unit tested.	Secondary Owner Workday Technical Work Stream Lead and Workday Technical Consultant(s) • Provide support to the Customer Report Developers as detailed in the Reporting Scope section	Primary Owner Customer Technical Work Stream Lead and Report Developers • Prioritize reports creation and assign report ownership • Develop and unit test reports
3.3.5	**Workday-Owned Integrations Build and Unit Test**	Based on scope identified to be completed by Workday, integrations required for go-live are developed and unit tested.	Primary Owner Workday Technical Work Stream Lead and Workday Technical Consultant(s) • Build Integrations as called out under Integrations Scope section in SOW • Provide knowledge transfer on Integrations to Customer's identified Integrations team • Ensure Customer knows how to run/test Integrations • Conduct unit testing of Integrations	Secondary Owner Customer Integration Lead and Integration Team Member(s) • Respond to questions from the Workday Developers • Facilitate discussions with vendors, when needed

3.3.6	**Customer-Owned Integrations Build and Unit Test**	Based on scope identified to be completed by Customer, integrations required for go-live are developed and unit tested.	Secondary Owner Workday Technical Work Stream Lead and Workday Technical Consultant(s) • Provide support to the Customer Integration Developers as detailed in the Integration Scope section	Primary Owner Customer Integration Lead and Integration Team Member(s) • Prioritize integrations and assign integration ownership • Facilitate discussions with vendors, when needed • Develop and unit test integrations
3.3.7	**Test Preparation**	Customer-created testing strategy and test scenario documents to support the testing cycles, including identified roles and responsibilities and the process for managing issues	Secondary Owner Workday Test Lead • Review testing strategy • Verify testing schedule considering possible impacts from WD updates • Confirm scope and milestones • Confirm resources and roles	Primary Owner Customer Testing Lead • Develop and finalize testing strategy • Review project risks and identify mitigation activities • Develop comprehensive test scenarios and identify users that will execute the tests • Arrange logistics (e.g. testing rooms and equipment setup)
3.3.8	**Launch Change Champion Network**	Establish and begin support of the change champion network.	Primary Owner Workday Change Enablement Lead • Identify Change Champions that represent key areas of the business, stakeholder groups, and span organizational levels (in collaboration with Customer) • Recruit Change Leaders & gain endorsement from leaders (in	Secondary Owner Customer Change Management Lead • Provide guidance and advice in the identification of Change Champions • Recruit Change Champions & gain endorsement from their leaders • Support Change Network Kickoff event, including location logistics

			collaboration with Customer) • Develop and Conduct Change Network education/support plan • Implement and maintain the Change Network, including kickoff event and regular communications and meetings	
3.3.9	**End User Training Strategy and Plan**	**Training Strategy:** Document summarizing the initial approach for the type of training to be developed and deployed for the project **Training Plan:** Document that defines training audiences, content, delivery mechanisms, and delivery timeline for all audiences throughout the project lifecycle End User Training is focused on the day-to-day business users of the HR and Payroll system, including more specialized users in Core HR and Core Payroll (central and departments) and the general Customer end user population	Primary Owner Workday Training Lead • Develop the End User Training Strategy and Plan • Identify stakeholder group audiences for training and the curriculum for each stakeholder group • Align Customer employees to Workday roles	Secondary Owner Customer Training Lead • Provide guidance and support in the development of the End User Training Strategy and Plan • Review and approve the End User Training Strategy and Plan
3.3.10	**Training Needs Assessment**	Assessment of organizational skill & capability levels to develop targeted training & development needs. Training and support plans will be developed to minimize capability gaps that to ensure that stakeholders are able to perform new responsibilities at the desired levels.	Primary Owner Workday Training Lead • Run the Training Needs Assessment as defined in the Training Strategy	Secondary Owner Customer Training Lead • Provide input and support to Training Needs Assessment • Review and approve Training Needs Assessment

3.3.11	**End-to-End Tenant Build**	Configured tenant to capture output of Configure & Prototype Stage Build to support end-to-end testing focused on validating configurations, business processes, integrations, data conversion, and reporting to validate production-like processing	Primary Owner Workday Functional and Technical Work Stream Leads • Compile tenant build checklist • Complete Test tenant build • Conduct configuration unit testing against Test tenant	Secondary Owner Customer Work Stream Leads • Update configuration workbooks where applicable • Prepare data conversion worksheets and provide data to Workday • Validate tenant build including data conversion
3.3.12	**Functional Prototype Review Checkpoint (Configuration or Compliance)**	For configuration checkpoints, the Delivery Assurance Team reviews the End-to-End Tenant and documents the findings in the Configuration Review Template which is reviewed by the Project Team including Consultant, Engagement Manager, and Customer. For compliance checkpoints, the Project Team utilizes Workday's proprietary tools to perform the review and documents the findings in the Configuration Review Template which is reviewed for completeness and accuracy by the Delivery Assurance Support Team. Findings are provided to the Project Team and Engagement Manager.	Primary Owner Workday Delivery Assurance Team • Review and document Prototype review findings	Secondary Owner Customer Project Manager and Functional Work Stream Leads
3.3.13	**Integration Build Review Checkpoint**	The Delivery Assurance team reviews the Workday-built integrations identified in the Approach review as requiring a build	Primary Owner Workday Delivery Assurance Team	Secondary Owner Customer Project Manager, Integration

		review. The integration builds are discussed in a consolidated meeting with the Engagement Manager, Consultants, and Customer. Workday utilizes proprietary tools in the performance of these reviews wherever possible.	• Review and provide feedback on Workday-built Integrations	Lead, and Integration Team Member(s)
3.3.14	**Production Preparedness Structure and Support Model**	Completed structure and support model for production including roles, processes, and service level agreements, as part of the Operational Readiness Cross-Stage Work Stream	Secondary Owner Workday Customer Success Manager • Conduct Production Preparedness Workshop	Primary Owner Customer Project Manager • Define performance support model for go-live and beyond; • Provide input on the Performance Support Plan; • Review and approve Performance Support Plan • Identify issue escalation and ticket management; • Define reporting and tracking mechanism
3.3.15	**Configure and Prototype Stage Sign-Off**	Customer sign-off on completion of Configure & Prototype Stage	Workday Engagement Manager • Prepare Stage Sign Off document • Schedule Stage Sign Off meeting • Conduct Stage Sign Off document review with Customer • Sign Stage Sign Off document after Customer signs	Primary Owner Customer Project Manager • Attend Stage Sign Off review meeting • Sign Stage Sign Off document

3.4 Test Stage

The Testing Stage consists of separate testing cycles: (1) End-to-End testing, (2) Parallel Testing (Payroll only), and (3) User Acceptance testing. Each test has a different set of conditions and purpose.

Section #	Deliverable	Output	Workday Responsibilities	Customer Responsibilities
3.4.1	**End-to-End Testing**	Completed Customer-conducted testing of the Workday Service, including configurations, business processes, data conversions, integrations, and reports to demonstrate how the Workday Service will function in production. Workday will provide standard test scenarios and Customer will modify the scenarios to Customer's requirements. Workday will provide reasonable guidance to support testing.	Secondary Owner Workday Test Lead • Provide support and resolve issues as necessary • Adjust configuration in collaboration with the customer project team	Primary Owner Customer Testing Lead and Customer Work Stream Leads • Execute all test scenarios • Document results as defined in the testing strategy • Maintain and update issue list • Evaluate whether the test results met the exit criteria for the testing stage • Coordinate with internal and external system owners for end to end integration testing
3.4.2	**Parallel Tenant Build**	Configured parallel tenant to support Payroll parallel testing if Workday Service payroll is in scope	Primary Owner Workday Functional and Technical Work Stream Leads • Compile Parallel tenant build checklist • Build Parallel tenant • Perform configuration unit testing against Parallel tenant	Secondary Owner Customer Work Stream Leads • Update configuration workbooks where applicable • Prepare data conversion worksheets and provide data to Workday • Validate tenant build including data conversion

3.4.3	**User Acceptance Testing**	Completed testing by a select group of Customer end users using Customer-defined scenarios to confirm the operation of the Workday Service. Formal sign-off by Customer is required. Workday will provide reasonable guidance to support testing.	Secondary Owner • Provide support as needed	Primary Owner Customer Testing Lead and Customer Work Stream Leads • Train User Acceptance Testing (UAT) end users • Identify customer support team to address issue resolution during UAT • Identify a subset of test scenarios from End to End testing that will be used for UAT • Conduct User Acceptance Testing against identified test scenarios • Ensure that the primary users signs a user acceptance testing document indicating whether they accept or reject the system
3.4.4	**Payroll Parallel Review (Payroll Only)**	Delivery Assurance Team evaluated the design and configuration as it related to the readiness for Parallel testing and documented the findings in the Configuration Review Template. Workday utilized proprietary tools in the performance of these reviews wherever possible.	Primary Owner Workday Delivery Assurance Team and Workday Functional Consultants • Complete Delivery Assurance review templates for each functional area • Conduct Delivery Assurance Checkpoint reviews for each functional area • Discuss results with project team and customer	Secondary Owner

3.4.5	**Payroll: Parallel Testing**	Customer-completed multiple parallel tests of Workday Service Payroll or Payroll interface compared to the Customer's legacy Payroll system to confirm payroll data is accurate. Workday will provide reasonable guidance to support testing.	Secondary Owner Workday Test Lead and Payroll Lead • Provide support as required. • Adjust payroll integrations or Workday	Primary Owner Customer Work Stream Lead(s) • Confirm completion of End to End and User Acceptance Testing prior to Parallel Testing • Determine the pay period to parallel test • 4 parallel cycles • Execute parallel testing cycles
3.4.6	**Regression Testing**	Completed regression testing to confirm product configuration, integrations, and reporting processes perform as expected with a new Workday Service update. This is required if new Workday Service updates occur during the Test or Deploy stage of the project. Workday will provide reasonable guidance to support testing.	Secondary Owner Workday Test Lead • Identify functionality that could potentially be impacted by the Workday Feature Release update	Primary Owner Customer Test Lead and Customer Work Stream Lead(s) • Conduct tests to confirm that the functionality still meets requirements as designed • Conduct tests on a subset of test scenarios on functionality where an "up-take" has been done
3.4.7	**Performance Testing**	Completed performance testing to validate that critical Workday Service functions, reporting, and integrations meet production performance requirements. Workday will support reasonable guidance to support testing.	Secondary Owner Workday Engagement Manager • Determine if performance testing is warranted based on o Completion of the Performance Testing Template – Payroll o Completing the Volume Questionnaire – Payroll	Primary Owner Customer Test Lead and Customer Work Stream Lead(s) • Provide information to Workday project team to determine if performance testing is needed (e.g. number of transaction lines per year) • Conduct performance testing as needed

3.4.8	**Cutover Plan**	Documented plan of the cutover from legacy applications to the Workday Service, including overall planning, production support, and detailed checklist.	Secondary Owner Workday Engagement Manager • In collaboration with the customer project team, develop a cutover plan	Primary Owner Customer Project Manager or Customer Cutover Lead • Customer creates Cutover plan in collaboration with Workday • Assign ownership of each activity on the plan and target date for completion • Determine cutover meeting cadence and meetings as planned • Develop and finalize an internal postproduction support structure including processes and procedures for system and data maintenance • Document external dependencies and considerations for cutover (e.g. systems, schedule, stakeholder)
3.4.9	**End User Training Materials Design and Development**	Design and development of training materials based on training needa assessment for each identified stakeholder group.	Primary Owner Workday Training Lead • Based on curriculum and training needs assessment develop Training Materials for each stakeholder group	Secondary Owner Customer Training Leads • Review and approve Training Materials prior to Training delivery
3.4.10	**Test Stage Sign-Off**	Customer sign-off on completion of Test Stage	Workday Engagement Manager • Prepare Stage Sign Off document • Schedule Stage Sign Off meeting • Conduct Stage Sign Off document review with Customer	Primary Owner Customer Project Manager • Attend Stage Sign Off review meeting • Sign Stage Sign Off document

			• Sign Stage Sign Off document after Customer signs	

3.5 Deploy Stage

Upon completion of test deliverables, the project is ready to move to production. This Stage includes the completion of final training for Customer's end users, transaction entry into the legacy system(s) is stopped, the final data load(s) into the Workday Service are executed and the Go-Live Checklist is completed.

Section #	Deliverable	Output	Workday Responsibilities	Customer Responsibilities
3.5.1	**End User Training Delivery**	Execution of the training plan defined in the Configure & Prototype Stage.	Primary Owner Workday Training Lead • Deliver end user training to Customer stakeholders per defined training vehicles (e.g. ILT, video learning, job aids, communications) • Provide regular reports of training completion to the project prior to go-live	Secondary Owner Customer Training Lead and Coordinator • Provide facility and logistical support to End User Training Delivery, including room reservations, provide workstations, room connectivity • Post training materials in central location such as an LMS or SharePoint • Provide Customer project representatives to delivery sessions to respond to policy questions
3.5.2	**Gold/ Pre-Production Tenant Build**	Final configuration and full data conversion load(s) completed. Customer reviewed and approved all data converted into Gold/pre-production tenant. Customer performed any manual configuration changes.	Primary Owner Workday Functional and Technical Work Stream Leads • Compile tenant build checklist • Complete Gold tenant build • Conduct configuration unit testing against tenant	Customer Work Stream Leads • Update configuration workbooks where applicable • Prepare data conversion worksheets and provide data to Workday • Validate tenant build including data conversion • Catch-up Transactions

3.5.3	**Go-live**	Customer approved and signed off go-live activities, as detailed in the Go-Live Checklist. Customer tenant in production.	Secondary Owner Workday Engagement Manager • Move Gold Tenant to Production • Conduct transition to Production Services • Support the Go live survey process	Primary Owner Customer Project Manager • Obtain sign-off from the Project Manager, Project Director and Executive Sponsor • Send out Go Live announcement to organization
3.5.4	**Final Functional Prototype Review Checkpoint (Configuration or Compliance**	For the final configuration checkpoints, the Delivery Assurance Team reviewed the Gold/Pre-Production tenant and documented the findings in the Configuration Review Template which was reviewed by Project Team including Consultant, Engagement Manager, and Customer. For the final compliance checkpoints, the Project Team utilized Workday-proprietary tools to perform the review and documented the findings in the Configuration Review Template which was reviewed for completeness and accuracy by the Delivery Assurance Support Team. Findings were provided to the Project Team and Engagement Manager.	Primary Owner Workday Delivery Assurance Team and Workday Functional Consultants • Complete final configuration review templates • Conduct Final Delivery assurance review and discuss results with the project team and customer	Secondary Owner Customer Project Manager • Attend Delivery Assurance review meetings and provide feedback as necessary
3.5.5	**Post-Production Data Conversion**	Completed post-production data conversion as identified in the Go-Live Checklist.	Secondary Owner Workday Technical Work Stream Leads • Provide data conversion support as necessary	Primary Owner Customer Work Stream Leads • Enter catch up transaction into the production tenant • Load remaining items into production tenant as necessary

3.5.6	**Production Support**	Commencement of Workday production support, which begins once the Workday Service has been moved into production. For a period of approximately eight- weeks following Customer's move to production, Workday will provide part-time remote and some onsite Consulting and Engagement Manager support.	Primary Owner Workday Functional and Technical Work Stream Leads • Provide post-production support as required	Secondary Owner Customer Team • Execute all operational activities within the production tenant and report issues to the Workday or customer support team for resolution.
3.5.7	**Deploy Stage Sign-Off**	Customer sign-off on completion of Deploy Stage	Secondary Owner Workday Engagement Manager • Prepare Stage Sign Off document • Schedule Stage Sign Off meeting • Conduct Stage Sign Off document review with Customer • Sign Stage Sign Off document after Customer signs	Primary Owner Customer Project Manager • Attend Stage Sign Off review meeting • Sign Stage Sign Off document

4. Roles and Responsibilities Roles

The following roles are required to make the project successful.

4.1 Workday Roles

Workday project team roles and responsibilities included in this SOW are described below. The extent of each Workday team member's involvement will vary by task as defined in the Project Plan. Workday will notify Customer of any change in the Workday team mix that may be necessary from time to time.

Section #	Workday Roles	Description
4.1.1	**Executive Sponsor/ Project Sponsor**	Confirms that the appropriate Workday resources are available for the project and works with the Workday Engagement Manager to resolve any escalated issues in a time-effective manner. Serves on the Steering Committee.
4.1.2	**Program Executive**	Provides direction to Workday deployment team(s) for critical deliverables, milestones, issues, and project risks. The Program Executive participates on the Steering Committee. Acts as a liaison between Customer and various Workday organizations including Executive Management, Product Management, Professional Services, Customer Success and Education
4.1.3	**Project Director**	Leads the program management of the Workday-owned deployment as defined in this SOW and provides direction to Workday deployment team(s) for critical deliverables, milestones, issues, and project risks. The Project Director participates

		on the Steering Committee and may also assist in managing executive stakeholder engagement for multi–functional (e.g., HCM, Financials) projects.
4.1.4	**Engagement Manager**	In collaboration with the Customer Project Manager(s), guides the Workday deployment using Workday's standard methodology. Engagement Managers are responsible for co-developing the Project Plan with the Customer Project Manager, staffing Workday resources to execute the Project Plan, and managing the schedule and project budget, as well as mitigating project risk and resolving issues that will arise.
4.1.5	**Functional Work Stream Architects**	Consultant(s) responsible for the functional architecture across the Workday Service platform. Confirms architecture and design is appropriate across multiple waves (or phases) of deployment. Provides support of the work stream requirements and team.
4.1.6	**Functional Work Stream Leads**	Consultants responsible for configuring, developing, and guiding Customer's solution for a work stream. Work stream leads will guide the Customer work stream lead and the overall project through the Architect, Configure & Prototype, Test, and Deploy Stages for the work stream. Work stream lead roles and responsibilities include advising and/or managing scope, configurations, development, and resolution of issues; supporting unit testing; performing knowledge transfer to Customer work stream leads and providing reasonable assistance and guidance to the Customer work stream leads during Configure & Prototype, System Testing, User Acceptance testing, Deployment, and Production support.
4.1.7	**Functional Consultants**	Consultant(s) responsible for assisting work stream lead in areas including functional design, configuration, testing support, and production support.
4.1.8	**Technical Work Stream Architects**	Consultant(s) responsible for the determining the integrations, data conversion, reporting approaches, and architecture in support of the work stream requirements and team.
4.1.9	**Technical Work Stream Leads**	Consultant(s) responsible for configuring, developing, and guiding Customer's solution for Integrations, Data Conversion, and Reporting. Technical work stream leads will guide the Customer work stream lead and the project through the Workday methodology Stages for the work stream. Work stream lead roles and responsibilities include advising and/or managing scope, configurations, development and resolution of issues; supporting unit testing; performing knowledge transfer to Customer work stream leads and providing reasonable assistance and guidance to Customer work stream leads during Configure & Prototype, System Testing, User Acceptance testing, Deployment, and Production support.
4.1.10	**Technical Consultants**	Consultant(s) responsible for developing integrations and reports based on the Integrations Strategy and Report Strategy. Load data and assist with data conversion. Assist with production support.
4.1.11	**Test Work Steam Advisor/ Coordinator**	Supports the Customer's Testing work stream lead regarding Workday best practice iterative testing approach. (Include for Advisor) Facilitates a Testing Kickoff meeting and two working sessions with the Customer's team to ensure testing preparedness based on the Customer's test strategy. (Include for Test Coordinator) Provides administrative oversight during test phases.
4.1.12	**Delivery Assurance Team**	Conducts Project Initiation, Configuration, and Integration Reviews at major project milestones (aka checkpoints). Workday will utilize proprietary tools in the performance of these reviews wherever possible.
4.1.13	**Delivery Assurance Support Team**	Provides support on the Project Initiation checkpoint, perform reviews on Compliance Checkpoints, and communicates issues with the Workday project team; follows-up on any issues including late or incomplete checkpoints.

4.2 Customer Roles

Customer will assume responsibility for the following roles and tasks.

Section #	Customer Roles	Description
4.2.1	**Executive Steering Committee Members**	Responsible for ensuring appropriate Customer resources are available for the project, working with the Workday Project Director and Engagement Manager(s) to resolve escalated issues in a time-effective manner, and signing off on key deliverables throughout the project. The Executive Steering Committee Members must be an active and visible resource on the project, and acts as the final decision maker on key issues (with Steering Committee input) that the PMO cannot resolve.
4.2.2	**PM Team – ITA PMO (ITA PM and Contract Admin) & PM Workstream Leads/Team**	The PM team is a group of high-level stakeholders responsible for providing assistance and clarification to Customer deployment team(s) for critical deliverables, milestones, issues, and risks. May also assist in managing executive stakeholder engagement for projects. Works with PM Workstream lead to ensure solution design is end-to-end focused and drives desired outcomes and user experience. Responsible for overall program management, including project management of all non-Workday components of the program, including program costing and reporting for all Customer costs, logistics, and resources; tracking of all project issues and risks; assignment of owners and due dates for resolution; program change management; and managing all program work streams to minimize potential impact to the Workday Service deployment.
4.2.3	**Project Manager/Director**	Responsible for managing the project to completion. The Project Manager is responsible for tasks including co-developing the Project Plan with the Workday Engagement Manager, maintaining the Project Plan, managing issue and key decision logs, escalating issues to the Steering Committee, setting deadlines, assigning Customer project responsibilities, drafting status reports, and providing regular project status updates to Project Executive Sponsors and the Steering Committee. Also provides direction to Customer deployment team(s) for critical deliverables, milestones, issues, and risks. May also assist in managing executive stakeholder engagement for projects. Ensures solution design is end-to-end focused and drives desired outcomes and user experience. Responsible for overall program management, including project management of all non-Workday components of the program, including program costing and reporting for all Customer costs, logistics, and resources; tracking of all project issues and risks; assignment of owners and due dates for resolution; program change management; and managing all program work streams to minimize potential impact to the Workday Service deployment. **Customer Project Manager/Director – ITA will function as the Project Manager/Director.**
4.2.4	**Project Scheduler/Coordinator**	Organize, implement and maintain scheduling management system supporting the project and the plans. They will assist to set up tasks and sub tasks to ensure satisfactory realization of project requirements and resources as scheduled. Supports the Project Manager throughout the project with the project plan, issues list, deliverables, meeting logistics and other administrative tasks.

		Customer Project Manager Assistant (Scheduler & Coordinator) will function as Project Scheduler/Coordinator for the Customer.
4.2.5	**Cutover Lead**	The Cutover Lead is the key person in planning all aspects of the cutover and providing support to Engagement Manager during the cutover. The person playing this role must pay attention to every detail of the cutover, planning for a large number of moving parts. Key task includes providing guidelines and support for cutover planning and organization, manage detailed cutover plan, follow up on execution of go-live preparation activities in local organizations. **ITA PMO and the Work Stream Leads (ITA Tech, CAO, CTR, and PER) per core department area will function as Cutover Leads for the Customer.**
4.2.6	**Work Stream Lead(s)**	Work stream Lead is assigned by Customer to be responsible for scoping functional and technical areas in scope on the project (e.g. HCM, Integrations, Reporting, Testing, etc.) Responsibilities include the following: • Drive all functional/technical decisions for that Work stream. • Responsible for making final design and configuration decisions to support the project plan timeline for the identified workstream. • Responsible for reconciling or selecting the go-forward design or configuration option when multiple work stream solution choices are advocated by different customer stakeholders. • Responsible for escalating to Steering Committee to obtain timely design decisions consistent with project plan timeline requirements. • Gather requirements from all other areas within the organization • Serve as Change Management liaison. • Establish test scenarios or cases and work with Customer's assigned testing resources to ensure timely execution of solution testing. • Work in conjunction with the Workday Work Stream Lead in the configuration of the system. Complete hands on activities as assigned. • Actively participate in receiving knowledge transfer from the Workday Work Stream Lead to ensure self-sufficiency to support issue resolution by start of UAT. Assume training for all other Customer resources in their respective areas of responsibility. • Manage third party vendors (e.g. integrations) as required. • Validate converted data in Workday tenant and log defects whenever an error is encountered. Serve as a single point of contact on the Customer side to coordinate integration activities and technical resources. **ITA PMO and the Work Stream Leads (ITA Tech, CAO, CTR, and PER) per core department area, SMEs will function as Workstream Lead(s) for the Customer.**
4.2.7	**Workstream Team Member(s)**	The Work Stream Team Member(s) are assigned by Customer to be responsible for scoping functional and technical areas that are in scope on the project (e.g. HCM, Integrations, Reporting, Testing, etc.) Responsibilities include the following: • Make all functional/technical decisions for that Work stream • Gather requirements from all other areas within the organization. • Establish test scenarios or cases and work with Customer's assigned testing resources to ensure timely execution of solution testing

		• Work in conjunction with the Workday Work Stream team members in the configuration of the system. Complete hands on activities as assigned. • Actively participate in receiving knowledge transfer from the Workday Work Stream team members to ensure self-sufficiency to support issue resolution by start of UAT. Assume training for all other Customer resources in their respective areas of responsibility. **ITA PMO and the Work Stream Leads (ITA Tech, CAO, CTR, and PER) per core department area & Functional Area (Department) SMEs will function as Workstream Team Member(s) for the Customer.**
4.2.8	**Conversion Lead**	Leads Customer's data extraction and transformation activities, responsible for coordination of delivering Customer Data for each tenant build. Responsibilities include the following: • Responsible for providing subject matter expertise for Customer conversion to Workday • Oversees timely completion of Data conversion tasks per the project plan. • Participates in design workshops and assists in the development of data mappings. • Assists conversion team members in resolving any source data or mapping errors. **ITA Tech Team, ITA DBA & Hess will function as Conversion Lead.** **ITA PMO, the Work Stream Leads (ITA Tech, CAO, CTR, and PER) per core department area, and Functional Area (Dept) SMEs, will function as Conversion Lead.**
4.2.9	**Conversion Team Member(s)**	The Conversion Stream team members will work with the Conversion Lead to extract, cleanse, and consolidate data for the Workday conversion. Team members will develop and test conversion programs. Team members will be responsible for correcting data within the source system and extracted data files so that data can be loaded within Workday. **ITA Tech Team, ITA DBA & Hess will function as Conversion Team Member(s).** **ITA PMO, the Work Stream Leads (ITA Tech, CAO, CTR, and PER) per core department area, Functional Area (Dept) SMEs, and Expanded Functional Area (Department) users will function as Conversion Team Member(s).**
4.2.10	**Testing Lead**	Testing Lead responsibilities include: • Establish tools and repositories for storage, and tracking of execution of testing scenarios or cases • Establish workflows and update system security to enable routing to Workday consultants • Establish all management reports to track testing execution, and quality analysis

		• In collaboration with Customer Project Manager, establish criteria for success and go/no go criteria • Obtain any Workday mandatory performance testing to include in testing strategy and execution. • Work with other Work Stream leads to establish timely baseline for all test cases and scenarios. • Develop test strategy and resource plan during the Plan Stage of the project. **ITA PMO, the Work Stream Leads (ITA Tech, CAO, CTR & PER) per core department area, and Functional Area (Department) SMEs will function as Testing Lead.**
4.2.11	**Testing Team Member(s)**	Testing Team members responsibilities include: • Work with tools, keeping track of execution of testing scenarios or cases • Manage system security to enable routing to Workday consultants • Manage dashboards, reports to track testing execution, and quality analysis **ITA PMO, the Work Stream Leads (ITA Tech, CAO, CTR and PER) per core department area, Functional Area (Department) SMEs, and Expanded Functional Area (Department) users will function as Testing Team Member(s).**
4.2.12	**Security Work Stream Lead**	The Security Work Stream Lead is responsible for the entire Workday security configuration. Included in the responsibilities is the creation, maintenance, and editing of on-going system roles utilized by Customer. The Workday Security Work Stream Lead is responsible for determining what roles employees will be granted in Workday, performing periodic audits to ensure users are regularly reviewed and providing guidance on system security capabilities. Security Work Stream Lead responsibilities include the following representative activities: • Provisioning (i.e., granting access to tenant for those beyond deployment consultants). Access to the system for the Customer will be granted through Security work stream lead and is the resource that will be identified at the start of the project. • Completing all required training **ITA CISO & Security Team and ITA Tech Team will function as Security Work Stream Lead**
4.2.13	**Project Internal Audit Representative**	Collaborates with Customer Work Stream Leads to review Customer's checkpoints, and security and SOX requirements as required by the project. Reviews project documentation, product configuration, business processes, etc., to help ensure project quality. Provides guidance upon request and during the delivery of the diagnostic reviews.
4.2.14	**Change Enablement Lead**	Responsible for facilitating project and end user adoption of the Workday Service within Customer's user community, including communication and training. Some responsibilities may include enterprise-wide communication of the project, developing training strategies and plans, and ensuring the Customer's users are ready and willing to adopt the Workday Service upon deployment of the new system.

		Will provide guidance to Workday Change team for what has been effective for departments in the past. Will review and approve change management deliverables before delivery. Will provide oversight to Change Management Team Member(s) as they provide logistical support to team. Because this role will direct Customer resources, should be a Customer employee. Note: This role can be performed by the same person assigned to be Communications Lead
4.2.15	**Change Management Team Member(s)**	Team members responsible for delivering and supporting Change Management activities. **ITA PMO and the Work Stream Leads (ITA Tech, CAO, CTR & PER) per core department area will function as Change Management Team Member(s).**
4.2.16	**Communications Lead**	The Communications Lead works with the Workday Communications Lead to develop the communication strategy for the project and oversees the execution of all communications to stakeholders. Can provide guidance to Workday Communications team for what has been effective for departments in the past. Will review and approve communications deliverables before delivery. Will provide oversight to Communications Team Member(s) as they provide logistical support to Workday change team. Because this role will direct Customer resources, should be a Customer employee. Note: This role can be performed by the same person assigned to be Change Enablement Lead.
4.2.17	**Communications Team Member(s)**	Team members responsible for delivering and supporting Communications activities. Distribution of communications, including printing, emailing, and posting. This will include monitoring and documenting questions raised through the project (ex. Project email address) and managing communications delivered through the project website (including archiving prior communications). **ITA PMO and the Work Stream Leads (ITA Tech, CAO, CTR and PER) per core department area will function as Communication Team Member(s).**
4.2.18	**Training Lead**	The Training Lead is responsible for developing the various components of the overall Training Plan and coordinating the activities to deliver the plan. Will review and approve training deliverables. Because this role will direct Customer resources, should be a Customer employee. **ITA PMO, the Work Stream Leads (ITA Tech, CAO, CTR and PER) per core department area, & Functional Area (Department) SMEs will function as Training Lead.**

4.2.19	Training Coordinator	Supports the Customer Training Lead with delivery logistics including room reservations, technical setup and maintenance during delivery, materials printing, LMS support. Supports the review and approval of Training deliverables.
4.2.20	Change Champions	Department representatives who will act as liaison between the project and their teams. Note: this role will initially require an individual to commit to no more than 1-2 hours/week, will increase during deployment to no more than 8-10 hours per week. **Entire Customer Team will function as Change Champions.**

5. Workday Project Scope

5.1 Product/Functionality

Workday Professional Services will design and configure generally available functionality as prioritized by Customer. The configuration of each component listed below will be prioritized and designed during the early stages of the project. The listed processes are representations of key business processes to be designed and configured. The final list will be determined during the Plan and Architect Stages of the project, with appropriate consideration given to project timeline, resources and budget.

Functional Configuration and Setup

Section #	Foundation	Description	Assumptions
5.1.1	HCM	Core HR	Setup including tenant configuration, worker data, 1 country.
5.1.2	HCM	Supervisory Organizations	12000 Supervisory Orgs, 4 companies (City of Los Angeles, Los Angeles World Airports, Port of Los Angeles, Los Angeles Department of Water and Power), 5 matrix orgs, 10 custom orgs types estimated at 100 of each type, 500 cost centers, 20 unions, 8 pay groups, 5 retiree orgs, 500 Locations (Business Sites), an estimated 10 related org type hierarchies (including location hierarchies). Out of Scope – Regions, Business Units, Funds, Grants and Workspaces
5.1.3	HCM	Staffing Models/Job Profiles	Multiple staffing models, estimated 10 job family groups, 125 job families, 1200 job profiles, 1 management level hierarchy, 25 work shifts. Assumption: All agencies will use/share the same job profiles
5.1.4	HCM	Business Process Framework (Employee and Manager Self-Service)	1 Business Process Framework for all orgs, manager and employee self-service.
5.1.5	HCM	Onboarding	2 onboarding templates and business processes (1 for New Hires; 1 for Job Changes/Transfers). Any

			additional templates specific to Departments will be managed/deployed by Customer resources. Estimated at 10 Documents as part of the Onboarding process. Out of Scope - E-Verify
5.1.6	HCM	Contingent Workers	Contingent Workers are in scope and will be used for headcount visibility only. Any tracking or relation to their vendor is out of scope (Finance).
5.1.7	HCM	Union Setup	Only worker data. Estimated at 20 – 25 unions. Union dues have added eligibility rules in payroll. Worker data, Compensation, Absence and Benefits change as union workers progress in their careers. Union Membership business process is in scope. Assumptions: Union rates and rules will be documented during the Architect sessions. Changes to union rules after the Configure & Prototype stage is complete may result in a Change Order following the process outlined in this SOW.
5.1.8	HCM	Collective Agreements	In scope, estimated at 20 (aligning with the 20 -25 unions).
5.1.9	HCM	Notice Periods	Out of Scope
5.1.10	HCM	Probation Periods	Only worker data. Estimated at 3 employee probation periods.
5.1.11	HCM	Reference Letters	2 reference letter templates
5.1.12	HCM	Multiple Jobs	Customer has multiple jobs in their current system. Customer will convert additional jobs, all benefits and absences are based on primary position.
5.1.13	HCM	Safety Incident Tracking	1 country configuration. Assumption: Safety incident locations must mirror business site locations. Out of Scope: history conversion
5.1.14	HCM	Committees	Out of Scope
5.1.15	HCM/Basic Compensation	Basic Compensation (Core Configuration)	1 currency (USD), includes estimates of 800 grades and 1300 grade profiles, 100 allowance plans, and 30 One-Time Payment Plans. Includes Step processing.

			Basic merit plan in scope. Out of Scope: Bonus and Stock Plans Assumption: The Customer's unions having annual increases may require complex configuration/custom reports/EIB/Studio development to support current requirements.
5.1.16	**HCM/Basic Compensation**	Basic Compensation (Bonus Configuration)	Out of Scope
5.1.17	**HCM/Basic Compensation**	Basic Compensation (Merit Configuration)	Basic merit plan configuration in scope.
5.1.18	**HCM/Basic Compensation**	Basic Compensation (Severance Management)	Out of Scope
5.1.19	**HCM/Basic Compensation**	Basic Compensation (Merit/Bonus/Stock Shared Participation Grid)	Out of Scope
5.1.20	**HCM/Basic Compensation**	Basic Compensation (Period Activity Pay)	Out of Scope
5.1.21	**HCM/Advanced Compensation**	Advanced Compensation (Bonus Processing)	Out of Scope
5.1.22	**HCM/Advanced Compensation**	Advanced Compensation (Merit Processing)	Out of Scope
5.1.23	**HCM/Advanced Compensation**	Advanced Compensation (Merit Statement)	Out of Scope
5.1.24	**HCM/Benefits**	Benefits (Core Configuration)	For an estimated 45 Benefit Groups, an estimated 200 Benefit Plans, 1 Enrollment Event Rule, 1 Passive Event Out in Scope - Enrollment Event Text, Retiree Benefits, Grandfathered Plans.
5.1.25	**HCM/Benefits**	Benefits (Affordable Care Act Configuration - US Only)	Out of Scope
5.1.26	**HCM/Benefits**	Benefits (Affordable Care Act Conversion of YTD Medical Coverage Changes - US Only)	Out of Scope
5.1.27	**HCM (Talent)**	Talent (Employee Review Framework)	Certifications. This includes data conversions of certifications on the worker. Out of Scope: All remaining Talent functionality

5.1.28	HCM (Talent)	Talent (Performance Management - Goals and Competencies Configuration)	Out of Scope
5.1.29	HCM (Talent)	Talent (Assess Talent Configuration)	Out of Scope
5.1.30	HCM (Talent)	Talent (Skills and Experience - Worker Configuration)	Out of Scope except for certifications.
5.1.31	HCM (Talent)	Talent (Skills and Experience - Job Profile Configuration)	Out of Scope
5.1.32	HCM (Talent)	Talent (Calibration Configuration)	Out of Scope
5.1.33	HCM (Talent)	Talent (Feedback Configuration)	Out of Scope
5.1.34	HCM (Talent)	Talent (Succession Planning Configuration)	Out of Scope
5.1.35	USP	US Payroll (Core Configuration)	Estimated 350 earnings and deductions (combined), 1 Federal Tax ID for payroll, 50 States, 1 Bank, 3 parallel tests, 1 external GL system, includes wage attachments Assumption: Extensive complex pay calculations; Mid-Calendar year go-live; Payroll History for all current year quarters up to go-live; Internal tax filing – no third-party tax filing preparers. Payroll costing allocations associated with project (worker order) time entry will be executed within the Customer's financial system
5.1.36	USP	US Payroll (History Load)	An estimated 3 test and production loads for quarter-end, go- live.
5.1.37	USP	US Payroll (Position Budget, Commitment/Obligations)	Out of Scope
5.1.38	USP	US Payroll (Pooled Budgets; Obligations)	Out of Scope
5.1.39	USP	US/CAN Payroll (Effort Certification	Out of Scope
5.1.40	HCM	Absence Management	Configuration of an estimated 30 time off plans with complex accruals and where the accrual & time off type assignment to the plan is singular

			(i.e. not more than one accrual or time off type per time off plan). Configuration of an estimated 20 Leave Types with non-delivered LOA Rules.
5.1.41	**TT**	Time Tracking (Core Configuration)	1 Country; Estimated20 - 25 unions; Estimated 30 time entry codes; HCM Projects is in scope for time tracking; estimated configuration of 100 calculation scenarios including biweekly overtime, Shift based calculations in scope; Schedule assignments for 100 non-rotating schedules; No premiums or penalties based on schedule adherence; Multiple positions in scope; Mileage is in scope. See General Assumptions for Time Clock assumption. Assumptions: Workers will have access to 250 or fewer projects (work orders) at any time for time entry purposes. If more than 250 projects (work orders) are potentially available for selection, additional Customer configuration will be required to restrict the selection to 250 projects (work orders) or fewer. Estimated 15 Time Entry Templates
5.1.42	**TT**	Time Tracking Reporting	Delivered WDSETUP audit reports and alerts for payroll admins plus estimates of 10 additional custom time tracking reports for admins, managers, or timekeepers
5.1.43	**HCM (Cross Platform)**	Translations	English Only, no translations
5.1.44	**HCM (Cross Platform)**	Mobile for HCM	Mobile functionality for an estimated 10 distinct security groups. The following functionality is included in the deployment package: Director, Organization Swirl, Workfeed, Personal Notes, Delivered Dashboards (Compensation and Benefits, Workforce Planning). Includes delivered reports only (no custom reports)
5.1.45	**PRISM**	PRISM Analytics	PRISM functionality for an estimated 6 Use Cases as defined in Section 5.7.
5.1.46	**Recruiting**	Setup and maintain job postings	Out of Scope

		Setup and maintain jobs postings to internal and external Workday Service-linked career sites	Out of Scope
		Setup and maintain jobs search for internal candidates and enable employee referrals	Out of Scope
		Setup and maintain agencies and projected payouts	Out of Scope
		Setup and maintain the application process including review, screen, assess, interview feedback, reference check, offer and employment agreement management and letters, background checks, and ready for hire.	Out of Scope
5.1.47	**Learning Core**	Setup and maintain the learning catalog, schedule learning offerings, configure the enrollment business process, and manage waitlists, grading, and attendance	Out of Scope
		Setup and maintain upload of media content including videos and documents	Out of Scope

5.2 Integrations

Within the Workday environment, there are numerous proprietary technical solutions of varying complexity available to meet integration requirements as follows;

Section #	Workday Integration Solutions	Complexity	Description
5.2.1	End to End Connector	Minor	Support a specific named third-party application or service. When you deploy an End to End Connector, no additional coding required. These integrations are (i) part of the Workday Service, and (ii) provided with ongoing support by Workday in accordance with Workday's current Production Support and Service.
5.2.2	Connector	Low	Prebuilt integrations that address most of the integration effort required to connect to third-party end points. These integrations import and export data in a Workday-defined file format.

5.2.3	Enterprise Interface Builder (EIB)	Moderate	Simple, secure, and customizable integrations consisting of an integration system, an integration data source, an integration transformation, and an integration transport protocol.
5.2.4	Document Transformation (DT)	Moderate	Integration to consume the output file generated by a Connector, EIB, or Workday Studio integration system and transform the file based on instructions in an XSLT file.
5.2.5	Business Intelligence Reporting Tool (BIRT)	Moderate	Solution to design and use business form layouts for meeting the layout specifications including rich text formatting, headers and footers, page breaks, and exact placement of labels, data, spaces, and margins.
5.2.6	Workday Studio	High	An Eclipse-based development environment solution required to build more complex integrations with Workday.

Additionally, the following non-Workday technical solutions are also available to meet potential integration requirements;

Section #	Non-Workday Integration Solutions	Description
5.2.7	Workday Web Services	Web services are one of the central components of the Workday architecture and provide a core enablement tool to integration with Workday. WWS are implemented using industry-standard web services technology, which encompass WSDL, SOAP, REST, and the WS-* standards. Customers may choose to integrate directly with these Workday Web Services without requiring the utilization of specific integration solutions above.
5.2.8	Partner Packaged Solutions	These solutions are provided by and supported by our software partners and are not part of the Workday Service or the Professional Services.

Integration Scope

Although further detailed integration discovery and analysis will be conducted during the Plan and Architect Stages to rationalize scope and requirements against the various integration solutions above, the following integration scope assumptions were made to help define the integration deliverables included within SOW;

Currently identified systems, vendors, and / or applications potentially requiring integration to and from includes Federal Tax/IRS, California State Disbursement Unit, State of California Employment Development Department, Mourneau Shepell, Ventiv, Voya Financial, Cornerstone, ICMA Retirement Corporation, Bank Institution, Various External Vendors (approximately 120 external organizations), PERKS (Paperless Electronic Records Keeping System), Controllers Office CPRA Requests, Neogov, API Calls, Aon/IVOS, One GL integration to CGI Advantage Financial Management System, LACERS (Los Angeles City Employees' Retirement System, Los Angeles Fire and Police Pension, Interface data for other city departments.

Detailed scope and high-level requirements gathering activities will be conducted during the Plan and Architect stages to define specific integration deliverables against the currently identified systems, vendors, and / or applications to determine the appropriate integration solution and level of effort required for each.

Additionally, Workday anticipate that it will own the development of 75 deliverables with varying levels of complexity as seen in the table below:

Workday Integration Solutions	Complexity	Total Number
End to End Connectors	Minor	10
Connector	Low	15
EIB / DT / BIRT	Moderate	30
Workday Studio	High	20
		75

Workday estimates that 100 total integrations will be confirmed as in scope – of which Workday will own development of 75 and the Customer will own development of 25.

In the event additional integrations are needed, both parties will mutually agree to defining the scope and deliverables associated with the additional effort via the Change Order process.

On a monthly basis Workday will provide the Customer with the status of the mutually agreed upon deliverables used for each of the technical areas including integrations, reporting, and configurable domain security. When any one of these technical areas reach 80% of the defined deliverables, the Workday Engagement Manager will notify the Customer Project Manager of the situation via e-mail. In addition, Workday Engagement Manager will deliver an estimated date when all of the defined deliverables will be consumed and the schedule necessary to accomplish the contracted scope of work within the original budget. If the Customer determines that it cannot work within the revised schedule or requires additional assistance from Workday in a specific technical area, a Change Order will be drafted and presented to Customer in accordance with the Change Order process defined in the PSA.

5.3 Authentication Configuration

There are multiple ways the Workday Service can be configured for user authentication. The Authentication section below describes the various options. It indicates which option(s) Customer expects to deploy, and the expected level of effort for Workday to configure the Workday Service authentication mechanism, communicate Workday's requirements for Customer-owned deliverables, and assist with appropriate testing. The authentication configuration activities are limited to one tenant. Customer is responsible for authentication configuration if additional tenants are required.

Authentication Method	Customer Responsible to Provide
SAML 2.0 Authentication via SAML HTTP Post API	SAML 2.0 authentication response compliant to Workday's SAML schema requirements

Authentication Assumptions

- Customer has deployed a multi-factor authentication solution in production
- Customer will have all Workday users authenticate to Workday via multi-factor authentication
- Customer is responsible for all configurations associated with Customer-owned multi-factor authentication solution.

- If Customer decided not to have Workday users authenticate via a Multi-factor Authentication solution, or does not have a Multi-factor Authentication solution, Customer assumes all risks of single factor authentication.
- Workday will also provide three working days to configure, troubleshoot, and knowledge transfer multifactor authentication within the tenant.

5.4 Data Conversion Scope

Section #	Data Conversion Element	Description	Assumptions
5.4.1	Active Employees	Current Data	• Current data records for active employees will be included in the data conversion to the Workday Service. This includes workers on leave. Terminated employees for the previous twelve (12) months will be included.
5.4.2	Active Employees	History	• Compensation – One (1) year of compensation change history loaded for the Active workers. This information will be available on the Worker record itself.
5.4.3	All Employees (Active & Terminated)	History	• Terminated employee records for the past 1 to 6 years will be converted into Workday as 'Former Worker'. • Job and compensation history loaded for Active Employees into the Workday Service's "Worker History from Previous System (HPS)"
5.4.4	Terminated Employees	Current Data	• Current year terminated workers • Active Retirees and Surviving Spouses who are being paid out of Workday will be converted into Workday • Only a terminated worker's data at time of termination (i.e., "top of stack", last job, last comp) will be converted. • Terminated workers will be converted to a Workday organization specified for terminated workers rather than the historical organization structure.
5.4.5	Benefit Elections	Current Data	• Current year (2021) retirement and union elections (if cannot be converted from the vendor/union). All other benefits will be converted as deductions within Payroll input.
5.4.6	Payroll Data	Current Data	• Current tax withholdings (Federal, State, Local, etc.) • Current withholding orders • Payment elections (direct deposits)
5.4.7	Payroll Balances	History	• Payroll balances will be converted for quarter end to support a mid-year go live and W-2 reporting • Payroll paycheck detail data will not be converted
5.4.8	Absence	Current Data	• Time off plan balances

- Workday will perform five (5) data loads for the project. A "data load" is defined as a series of steps and events at established points within the project methodology. Each data load may require multiple attempts based on data quality and successful loading. Additional data loads will require additional effort and will be handled via the Change Order Process.

- Each data load creates a prototype tenant:
  - Foundation Tenant
  - Configuration Tenant
  - End-to-End Tenant
  - Payroll Parallel Tenant
  - Gold – Pre-Production Tenant
- Workday will provide a data loading template that the customer will populate with their extracted and transformed data (the "Data Gathering Workbook"). The Workday Data Conversion Consultant(s) will use the completed templates to load the data into the Workday tenant. It is the responsibility of the Customer to provide clean and complete data based on the template requirements. The Customer is responsible for resolution of discrepancies in the content of the data it provides. Workday will not perform data cleansing or verification activities under this SOW.
- For each of the tenant builds above, Customer will be allowed an estimated three (3) attempts to deliver data in the proper format that can be loaded into the tenant error-free by the data workbook deadlines. For the final Gold - Production Build, Customer will have one attempt to deliver data conversion file error free by the data workbook deadline.
- Customer is responsible for extracting data from the legacy system(s) and provide in the defined format to Workday.
- Customer is responsible for ensuring the data is cleansed and duplicate values are removed.
- Once the data is loaded, the Customer is responsible for verifying the accuracy of the data that is loaded into the Workday service and to provide corrected data where required.

5.5 Worker Population, Languages, and Localizations

Workday assumes Customer population will change over the course of the deployment, however, for purposes of scoping and estimating the project effort and resource requirements, Workday is relying on the following Worker Population data (effective as of October 31, 2019). Changes to the Worker Population that increase complexity, create business process change, require additional effort (e.g., data loading, report creation) will be discussed with Customer at the time of the change.

- The Workday Service will be rendered in English in addition to the following languages identified below, only as generally available in the current commercially available Workday Service release and certain applications are in English only.
- Predefined country formats will be made available for in-scope countries to the extent supported by the current commercially available Workday Service release.
- Predefined communications profiles/name and address formats will be made available for in-scope countries to the extent supported by the current commercially available Workday Service release.
- Predefined localizations will be made available for in-scope countries to the extent supported by the current commercially available Workday Service release.
- Customer is responsible for determining whether use of the predefined formats provided by Workday meets Customer's compliance requirements.

Wave 1 Countries, Employee Counts, and Languages – Human Capital Management		
Country	**Number of Active Employees (approx.)**	**Language**
United States	42,321 FSE	English
Total	**42,321 FSE**	

Language Assumptions

- Customer is responsible to deliver language strategy outlining what objects will be translated to what languages by the end of Prototype 1 testing.
- Customer is responsible to deliver translations for those objects in Workday template format and to update End-to-End and UAT testing scripts or cases, plans, and resources to support those translations.
- Workday will load translations as delivered.

- Customer is responsible for defining the approach for regional business requirements, data gathering, and documentation of requirements for processes augmentation in alignment with the Project Plan timelines.
- Localizations are expected to be restricted to support legal or compliance-based requirements.

5.6 Reports

All Standard Reports identified on the Workday Standard Reports List are delivered within the application and in scope for the project.

Additionally, within the Workday environment, there are numerous proprietary technical solutions of varying complexity available to meet report requirements as follows:

Workday Reporting Solutions	Complexity	Description
Advanced	Low	Display fields from the primary business object and related business objects with advanced design options, including: Filtering / Subfiltering / Prompting / Sharing.
Search	Low	Display instances of a business object that you can narrow down with search terms or facet filters.
Transposed	Moderate	Compare and analyze data by swapping rows for columns, which allows side-by-side data comparisons.
Matrix	Moderate	Group and summarize data by 1 or 2 fields that contain repeating values. Display matrix results on a table or chart that can drill down on for additional details, enabling performance of dynamic analytics and interactive reporting across dimensions. Matrix reports are similar to pivot tables and crosstabs.
nBox	Moderate	Display counts of business object instances in a 2-dimensional matrix, enabling you to compare and visualize objects across 2 fields.
Trending	Moderate	Group data by time period for trend analysis. You can also group, summarize, and drill down on data.
Composite	High	Combine multiple reports into 1 report. Each subreport can have a different data source

Report Scope

During the Architect stage Workday will conduct an onsite workshop to define potential custom report scope, gather high-level requirements, and initiate conceptual design. Any and all high priority custom reports will be identified, documented, and development responsibility assigned.

At the beginning of the Configure & Prototype stage Workday will lead another onsite working development session to support Customer Report team with initial report build activity.

Additionally, Workday anticipate that it will own the development of 75 deliverables with varying levels of complexity as seen in the table below:

Workday Reporting Solutions	Complexity	Total Number
Advanced / Search	Low	25
Transposed / Matrix / nBox / Trending	Moderate	30
Composite	High	20
		75

In addition, Workday will assist with troubleshooting activities and will also be available for guidance and support during the Configure & Prototype and Test stages. During the Architect Stage, Workday and Customer mutually agree on the deliverables needed to support these reporting activities as well as the two workshops noted above.

On a monthly basis Workday will provide the Customer with the status of the mutually agreed upon deliverables used for each of the technical areas including integrations, reporting, and configurable domain security. When any one of these technical areas reach 80% of the defined deliverables, the Workday Engagement Manager will notify the Customer Project Manager of the situation via e-mail. In addition, Workday Engagement Manager will deliver an estimated date when all of the defined deliverables will be consumed and the schedule necessary to accomplish the contracted scope of work within the original budget. If the Customer determines that it cannot work within the revised schedule or requires additional assistance from Workday in a specific technical area, a Change Order will be drafted and presented to Customer in accordance with the Change Order process defined in the PSA.

5.7 PRISM Analytics

During the Plan and Architect stages Workday and Customer will mutually agree on Use Case scope, gather high-level requirements, and initiate conceptual design. Any and all high priority Use Cases will be identified, documented, and development responsibility assigned.

The following additional assumptions apply with respect to projects involving Workday Prism Analytics:

- Workday Prism Analytics is not designed for use with PCI or PHI data and any such data will be out of scope.
- Customer will provide the consultant(s) assigned to this project with implementer access to appropriate Tenants.
- Customer will identify and confirm the specific data sources to be used and the Customer must have independently obtained the rights to use all of the selected data sources for the intended purpose. Workday does not provide any data.

Scope Assumptions

The following assumptions were made with respect to the functional scope of Customer's project:

Section #	Workday PRISM Analytics Use Cases	Workday Lead Developed	City Lead Developed

5.7.1	Retro Payroll - Support payroll retro transactions that may come up due to union negotiations. Use cases assumptions: - Internal data: Worker information, Organizations, Payroll Result lines, Payroll Results - External Data: 20 tables in PaySR - Security configuration will be the same as PaySR	X	
5.7.2	Prior Year Adjustments - PRIOR PP/Year ADJUSTMENTS, including or resulting in: - IOD Conversions (w2cs will be generated) - Historical data recall from Time entries (need further clarification/education from CTR) - W2Cs (as far back as 3 years) - Over-deductions refund - GW adjustment (need further clarification/education from CTR) - Employee Salary Adjustments by Depts - Court Order (law suit payments; pay back prior year wages as calculated by depts)	X	
5.7.3	Correcting Incorrect Employee ID (key) Records - Correcting incorrect employee ID (key) records for existing employee with prior year historical data in the incorrect employee id and additional current year of correct employee id records	X	
5.7.4	Snapshots of all tables that contain audit trail type fields showing when and who created the record, and when and who last updated the record		X

5.7.5	Scenarios where Payroll Timekeeping Data is needed by HR: The City's Retirement and Layoff/Displacement seniority calculations sometimes requires an evaluation of an employee's absence throughout their employment history - particularly: Periods of absence without pay. Periods of absence w/ pay exceeding one year. For Personnel, most day-to-day calculations that involve absence history pertain to the past year of employment. However, there are times when legacy payroll data is needed to verify that employees deductions/credits were properly applied.		X
5.7.6	Overpayment Collection and Audit Trails: - includes all the functional aspects of overpayment collections starting with calculating and documenting the overpayment (including 3 yr. statutory overpayment collection rule), to recording and meeting with employee to get consent, to actual collection, to recording and reflecting repayment in the appropriate W2 or W2C, and providing whatever FICA refunds as necessary.		X

Knowledge Transfer Activities

Workday will provide knowledge transfer activities at the request of the Customer and these activities will include:

- Solution Q&A and walk through
- Product Overview delivered by consultant

Knowledge transfer activities do not include:

- Formal training offered through Workday Education
- Formal user guides or manuals

Additionally, all documentation is available to the Customer via the Workday Community website. Any additional training that is not stipulated in the Training Order Form offered through Workday Education will be made available for purchase by the Customer.

On a monthly basis Workday will provide the Customer with the status of the mutually agreed upon deliverables used for PRISM. When any one of these technical areas reach 80% of the defined deliverables, the Workday Engagement Manager will notify the Customer Project Manager of the situation via e-mail. In addition, Workday Engagement Manager will deliver an estimated date when all of the defined deliverables will be consumed and the schedule necessary to accomplish the contracted scope of work within the original budget. If the Customer determines that it cannot work within the revised schedule or requires additional assistance from Workday in a specific technical area, a Change Order will be drafted and presented to Customer in accordance with the Change Order process defined in the PSA.

5.8 Configurable Domain Security

As part of the Workday's standard functional configuration, Workday will apply factory defaults and / or provide guidance and assistance to tailor security groups, roles, and permissions to meet business requirements.

During the Architect stage a Workday Configurable Domain Security Lead will conduct the following activities:

- Security Overview
- 4 Security Check-ins
- Security Strategy Considerations
- Deliver two days of ad hoc scoping and discovery support to assist Customer with understanding configurable domain security.

Workday and the Customer will define and agree upon the deliverables during the Plan and Architect Stage for providing Configurable Domain Security guidance, configuration assistance, and troubleshooting support which includes the Architect stage activities.

On a monthly basis Workday will provide the Customer with the status of the mutually agreed upon deliverables used for each of the technical areas including integrations, reporting, and configurable domain security. When any one of these technical areas reach 80% of the defined deliverables, the Workday Engagement Manager will notify the Customer Project Manager of the situation via e-mail. In addition, Workday Engagement Manager will deliver an estimated date when all of the defined deliverables will be consumed and the schedule necessary to accomplish the contracted scope of work within the original budget. If the Customer determines that it cannot work within the revised schedule or requires additional assistance from Workday in a specific technical area, a Change Order will be drafted and presented to Customer in accordance with the Change Order process defined in the PSA.

6. General Assumptions & Project Assumptions

The estimated fees and timeline for this Project are based on the following General Project Assumptions and the Project Stages Assumptions stated below. If any of these assumptions are not met, Workday will (i) promptly advise Customer in writing; (ii) use reasonable efforts to mitigate delays and additional costs or fees; and (iii) increase its fees to reflect the additional services rendered as a result of Customer's failure to meet the identified assumptions.

Project Management and General Assumptions

1. Workday estimates that of the total services included in this SOW, approximately 75% will be performed offsite and 25% onsite at a Customer location.
2. Engagement Manager will be onsite 80%+.
3. Customer will make key project decisions within ten (10) business days; unless an extension is mutually agreed upon. Key decisions are related to critical design areas or decisions having a material impact on the project schedule. The Steering Committee will make decisions that are consistent with the project's guiding principles, and in a manner supportive of the Project timelines and deliverables. If the Customer is unable to make a key decision within the agreed upon timeframe which then has a material impact on scope, resources, and/or the project schedule; a Change Order will be drafted, reviewed, and submitted to Customer via the Change Order process as defined in the PSA.
4. Customer will provide adequate workspace and network connections when services are performed onsite.
5. Customer will make good faith efforts and take reasonable actions necessary to meet all dates set forth in the project plan.
6. Customer is responsible for the timely coordination of internal resources necessary to conduct all required workshops.

7. Customer will actively participate in all design workshops required for Workday to obtain any functional design decisions and technical integration specifications necessary to configure the Workday Service.
8. Customer Work Stream Leads will be responsible for finalizing all required design and configuration decisions in a timely matter to support the project plan dates.
9. Customer's IT organizations are responsible for workstation compliance to Workday's minimum technical requirements, as provided by Workday.
10. Workday's delivered Business Processes will be the starting point for the business process workshop activities.
11. Six (6) deployment tenants are included in the scope of this SOW. If additional tenants are required to support Customer's subsequent phases, project conversion or training requirements, additional tenant fees will apply.
12. This SOW assumes **one primary source** of HCM, Payroll, and other required data. Customer will be responsible for consolidating data from source systems into a single data gathering workbook file for each of the required data types.
13. All MOUs (Memorandum of Understandings) will be interpreted by Customer and provided in a format that supports the scope being deployed.
14. Customer is responsible for documenting any requirements from city and state laws, legislation, regulations and bargaining agreements.
15. Customer Time Clocks and associated Time Collection and Management Systems will continue to contain features and functions for calculating time and scheduling work shifts. Any changes required to the Time Clock System or Process due to the integration with Workday must be managed by the Customer. Time and Absence data from Customer's Time Clocks/Systems will be brought into Workday's Time Tracking with current Organization structures from the configured Workday system. Any changes to current Time Clocks must be in place and fully configured before the end of the Architect phase. Workday assumes a single integration mapping if multiple Time Clock systems are being utilized.
16. Customer is responsible for providing Accessibility tools to their users and for the development of training content and testing materials to meet Accessibility requirements.
17. If the project start date is delayed by Customer for any reason, Customer understands that Workday's ability to staff the engagement and meet the target go-live date could be at risk. Workday will work closely with Customer to identify the impacts of any delays and will discuss available options before coming to agreement on the next steps.
18. If Customer or Workday cannot meet set completion dates for deliverables and milestones, the project's estimated costs, completion dates, and/or approach shall be revised as mutually agreed upon by Workday and Customer.
19. Knowledge Transfer occurs throughout each Stage of the Project.
20. If the project is delayed due to circumstances outside the control of Workday, Workday reserves the right to revisit and revise the project's estimated costs.
21. Customer and Workday will observe Customer and US holidays applicable to each during the project.
22. Workday will provide support to the Customer project team following a Monday – Friday workweek.
23. A single integration template will be created to interface worker data from departmental HR systems of record to Workday to create and maintain the worker records.
24. A single integration template will be created for worker demographic data to send to any departmental system.
25. A single integration template will be created for payroll data to send to any GL systems.

26. The Supervisory Organization (SUPORG) structure will be progressively built in the Workday Service. Approximately 100% of all employees from all departments will be provided to Workday in the appropriate Data Conversion workbook format to be hired into the Foundation Build (this will only include their primary job). Approximately 60% of the employees provided will have detailed manager information (built off of the reports to field) for Foundation Build. Workday will utilize the manager information to derive the SUPORG structure. For the Configuration build, 80% of managers reports to structures are required. Near 100% of managers reports to structures will be required for Test build.

27. The Customer is responsible for procuring required third-party licenses to support Tasks and Deliverables described by this SOW (e.g. training authoring tools used to create training material). The third-party software described below is required or recommended to complete the Tasks and Deliverables described by this SOW.

Product Name	Number of Licenses Necessary	Required or Recommended	Comments (e.g. description for the use of the product)
JAWS, Zoomtext and DragonSpeak	Customer Provided - Enterprise	Recommended	Accessibility testing
Microsoft Office Suite	Customer Provided - Enterprise	Recommended	Document Authoring, Project Plan and Work Breakdown Structure, Spreadsheets
sFTP Server	Workday Provided	Required	Secured File Transfer Protocol Server for protecting Personally Identified Information (PII)
Training Development Application	Customer Provided	Required	Training Content Development application to be identified by Customer
VPN	Customer Provided - Enterprise	Required	Needed for remote access, as required
ServiceNow	Customer Provided	Required	User Access: All Project Personnel User Interface: Web • Project Dashboard that provide live status, raid, task, milestones and active widget feeds. • Project Plan that provide task relationships, dependencies that actively feeds the dashboard. • RAID log monitoring and management of risk, actions, issues and defects. • Ability to setup/implement, Workday Methodology stages. • Enable project members read/write access via the internet. • Manages project artifacts (file-based deliverables and documentation) during the development lifecycle. The document repository coordinates and controls versioning of deliverables • Manages test planning, test preparation, resource management, and test execution

			by loading and reporting the activities associated with script and/or scenario usage •
Smartsheet	Workday Provided (Smartsheet)	Optional	User Access: All Project Personnel User Interface: Web • Project Dashboard that provide live status, raid, task, milestones and active widget feeds. • Project Plan that provide task relationships, dependencies that actively feeds the dashboard. • RAID log monitoring and management of risk, actions, issues and defects. • Ability to setup/implement, Workday Methodology stages. • Enable project members read/write access via the internet. • Manages project artifacts (file-based deliverables and documentation) during the development lifecycle. The document repository coordinates and controls versioning of deliverables • Manages test planning, test preparation, resource management, and test execution by loading and reporting the activities associated with script and/or scenario usage

Plan

Assumptions

1. Customer will assign an experienced Project Manager to manage Customer's roles and activities for this project.
2. Customer will assign an Executive Sponsor to participate in Steering Committee meetings and be available to resolve issues impacting the success of the project.
3. Customer will have knowledge of or provide documentation that reflects existing business processes.
4. The Delivery Assurance checkpoint for the Project Plan Review will be completed before moving to the next stage of the project.
5. Customer will complete Workday training prior to beginning the Architect Stage.
6. At the completion of this stage, any differences from this SOW's scope, implementation approach, or assumptions that are expected to result in a material impact to the estimated timeline, resource requirements, or estimated costs may result in a Change Order.

Architect

Assumptions

1. Functional configuration and Business Processes will be designed by both Workday and the Customer resources during the business process design sessions and Architect Workshops. Through a series of

collaborative workshops, each business process is detailed in a design document. In the Configure and Prototype stage, business processes will be configured in the Workday Service based on the design decisions made in the Architect Stage. Any requested deviation from the Functional configuration or Business Processes designed during this Stage may impact project cost and timeline.

2. Architect Workshops will follow the order/sequence recommended by Workday.
3. Architect Workshops and any follow up worksbops/meetings will be completed within the timeline presented in the Deployment Approach section of this SOW.
4. The output of tbese Architect Workshops results in the configuration of the Workday Service. Customer will ensure the proper and key attendees actively participate in each session, tbat they understand the context/purpose/relevance/importance of each session and decisions made, and that these attendees represent relevant departments or stakeholders. Attendees should be empowered to make decisions necessary to successfully implement the Workday Service.
5. Workday and Customer project teams will work together to prioritize each business process, integration, data elements for conversion and reports to be included in the design, and will mutually agree upon the full project scope, with consideration given to timeline and budget.
6. Customer project team will use the associated workshops to validate and refine Customer business processes and obtain acceptance of the Workday Service from their internal stakeholders and business process owners.
7. Customer intends to standardize businc ss processes, business practice, and business policy across the enterprise, where possible.
8. Workday estimates are based on utilizing the Workday Optimized Business Processes. If the Workday Optimized Business Practices are not appropriate for Customer, as to be determined by Customer, a Change Order for additional Professional Services may be required.
9. Customer will participate in integration design workshops and provide the necessary technical specifications for all Workday configured or custom integrations defined in this Appendix A as in scope.
10. Knowledge Transfer to Customer for the Workday Service will occur during the configuration review workshop, detailed discussions, and other reviews as identified by the project team.
11. The Delivery Assurance Configuration Prototype Review checkpoints must be completed prior to moving to the next stage of the project.
12. Customer will participate in Delivery Assurance review meetings with the Delivery Assurance consultants.
13. At the completion of this stage, any differences from this SOW's scope, implementation approach, or assumptions that are expected to result in a material impact to the estimated timeline, resource requirements, or estimated costs may result in a Change Order.

Configure & Prototype

Assumptions - Configuration

1. Prototype configuration activities will primarily be completed off site by the Workday team members.
2. Customer business analysts will complete unit tests prior to the decision of moving into Test stage.
3. The Test stage cannot be entered into witbout the completion and approval of tbe Configuration Prototype Review and the Integration Approach Review by Delivery Assurance.
4. If a new Workday Service release occurs during the projeet, Customer will be required to regression test the new update to confirm project configuration and business processes perform as expected. Workday will provide reasonable guidance to support testing.

5. Customer functional and technical analysts are responsible for developing the user test scenarios and scripts. Workday will provide standard test scenarios to be used as a foundation; however, Customer team will develop detailed test scenarios based on Customer's user requirements and system configuration.
6. A select group of Customer end users will conduct testing with defined scenarios to confirm the operation of the Workday Service. Formal sign-off by Customer is required. Workday will provide reasonable guidance to support testing.
7. Knowledge transfer to Customer for the Workday Service will occur during the Configure and Prototype and include detailed discussions and other reviews as identified by the project team.

Test

Assumptions

1. Customer is responsible the development of the Test Strategy and user test scenarios and scripts. Workday will provide standard test scenarios to be used as a foundation; however, Customer will need to create detailed test scenarios/cases based on their user requirements and system configuration.
2. Customer is responsible for completing hands-on testing activities.
3. Knowledge transfer to Customer for the Workday Service will occur during End to End testing and include detailed discussions and other reviews as identified by the project team.

Deploy

Assumptions

1. Customer will restrict non-essential transactions and configuration in the system (s) they are converting from during a pre-defined period of time identified in the project plan to minimize the impact to the move to production and post-production activities.
2. Knowledge transfer of system usage and administration to Customer is complete and the customer Workday support team is operating independently with minimal part time support of Workday consultants.
3. Changes to the Workday Service in production will be made by Customer with support by the Workday consultants.
4. The Delivery Assurance final configuration checkpoints must be completed prior to moving the tenant into production.
5. Customer will participate in Delivery Assurance review meetings with the Delivery Assurance consultants.

Integrations

Assumptions

1. During the Plan and Architect stages, Workday and Customer will mutually agree on the total Workday staff effort associated with the development, unit test, and deployment of the identified 75 integration deliverables including integration scoping, requirements gathering, general management of Workday integration activities, as well as post-production support.
2. Should any integration deliverable effort by Workday project staff exceed the mutually agree upon estimate Workday will provide a change order to Customer for the anticipated deliverables effort.
3. Workday will lead all design and development efforts for Configured and / or Custom Integrations assigned to Workday as defined in the scope section of this SOW.

4. Workday will provide functional data mapping expertise and produce field mapping documents for each Configured Integration.
5. Workday will configure and unit test Configured Integrations planned for deployment.
6. Use of Workday Configured Integrations assumes that no new development of the interface specification is required.
7. Where changes are required for Customer's integration platform or internal system, Customer must provide their experienced resources and the Customer will be responsible for making the changes. Workday integration estimates do not account for any effort required on Customer's technology environment to complete integrations.
8. Customer is responsible for development and testing of each Custom Integration as specified in the scope section of this SOW.
9. Customer must ensure data is verified as accurate, all duplicates removed, and all data validated.
10. If Customer identifies data issues, they will provide corrected data to be loaded and ensure integration testing is completed prior to go-live.
11. Customer agrees to make available appropriate Customer technical and functional resources to assist with discovery, data mapping, data validation, testing, and user acceptance testing activities with each supported interface.
12. Customer will coordinate data transfer and integration testing with external vendors identified to ensure timely response in working with Workday consultants.

Integrations – End to End Connectors

1. If the End to End Connector integration does not fulfill the Customer's requirements, an alternative custom integration or integrations may be required instead and may be subject to Change Order.
2. End to End Connector integration solutions may require a subscription to or a contract from Third Party Providers. Customer is responsible for subscription, and any contract required with third party providers to use Workday End to End Connector integration solutions.
3. Workday integration consultants will facilitate communication with vendors and configure and test End to End Connector integration solutions during deployment phases.
4. Use of Workday End to End Connector integration solutions assumes Customer and vendor requirements fit within Workday's standardized integration solution. If the solution does not meet the vendor or Customer requirements or is not available at time of deployment, an alternative solution may be pursued, subject to a Change Order.

Integrations - Customer Engagement

1. Customer agrees to make available technical and functional resources to assist with discovery, data mapping, data validation, testing, and user acceptance testing activities with each supported interface.
2. Customer will actively participate in all design workshops required for Workday to obtain any functional design decisions and technical integration specifications necessary to configure the Workday Service.
3. Customer will provide an sFTP server or an appropriate endpoint for integration file if none exists today

Integrations - Systems / Vendors / Applications

1. Workday professional services are not trained on 3rd party systems / applications or technology platforms.
2. Customer is responsible for programs to import data into 3rd party systems or applications, if required.

3. Customer leads interactions with 3rd party vendors or application / system owners required to implement integrations throughout the duration of the deployment.
4. Customer is responsible for data quality required for integrations to operate successfully. This includes the responsibility for loading data into third party applications, if required.
5. Customer will lead interactions with third party vendors and/or internal system owners required to deploy integrations throughout the duration of the deployment.
6. Customer will also coordinate secure data transfer and integration testing with all vendors (and internal systems) to insure timely response.
7. If Customer determines a change is required to its internal system or application, Customer assumes responsibility for such changes. Workday's integration estimates do not account for effort required by Customer to make internal changes.
8. Customer is responsible for subscriptions and/or contracts required from third party vendors, systems, or applications.
9. Integration with the Customer's existing data warehouse(s) and data mart(s) are not within the scope of this SOW. During the Configure & Prototype stage, Workday will conduct a 1-day workshop to conduct knowledge transfer for the reporting and integration capabilities for feeding data to Customer's data warehouse. Workday will also provide two working days of follow-up support to assist with questions related to the provided knowledge transfer. Customer will have access to all data through data extraction. Any and all required custom reports and integrations for the data warehouse will be identified, documented, prioritized, and developed by the Customer.

Integration Testing

1. Workday professional services will perform basic file fit and format unit testing of integrations, which does not include detailed functional scenarios done during end-to-end testing.
2. Customer is responsible for all integration end-to-end user acceptance testing to include detailed functional scenarios of all developed integrations, including vendor or external system verification.
3. Customer is responsible for testing all integrations, regardless of type. This includes, but is not limited to, data verification. Please note: If a non-integration, data-related, issue is identified during testing, Customer will provide corrected data to be loaded and ensure integration testing is successfully completed prior to Go-Live.

Integration Training / Post- Production / Go-Live

1. Customer assumes operational responsibility and configuration for all integrations after Go-Live. This includes monitoring, troubleshooting and configuration updates.
2. Customer will attend all training, in the relevant technology, for integrations to be supported post Go-Live.

Data Conversion

Assumptions

1. Workday will provide templates for data conversion.
2. Customer is responsible for extracting data from its legacy systems.
3. Customer is responsible for ensuring data is cleansed and duplicate values removed.
4. Customer is responsible for populating the supplied Deployment Data Gathering Workbooks in the prescribed format.
5. Once the data is loaded, Customer is responsible for verifying the accuracy of the data and providing corrected data to meet the project schedule.

6. This SOW assumes one primary source of HCM, Payroll, and other required data. Customer will be responsible for consolidating data from source systems into a single data gathering workbook file for each of the required data types.
7. Workday will perform five (5) Builds or data loads during the deployment. A Build is defined as a series of steps and events at established points within the project methodology.
8. For each Build, Customer will be allowed an estimated three (3) attempts to deliver data in the proper format that can be loaded into the tenant error-free by the data conversion deadlines. For the final Gold - Production Build, Customer will have one (1) attempt to deliver data conversion file error free by the data workbook deadline. If Customer is unable to provide data that will load error-free within the designated number of attempts, Workday will evaluate the impact of the delays on the project schedule and resources which may result in a Change Order.

Reporting

Assumptions

1. Workday will provide knowledge transfer for the duration of the project to Customer on how to utilize reporting capabilities with the Workday Service.
2. If Customer requires additional assistance from Workday, above and beyond the mutually agreed upon deliverables to build the reports or other related activities, a Change Order will be created and presented to Customer in accordance with the Change Order process.
3. Reports are limited to the available report data sources and custom report fields.

Configurable Domain Security

Assumptions

1. The mutually agreed upon deliverables for security guidance and support included in this SOW is limited to configurable domain security and does not address cloud security, mobile security, data in transit security, data encryption, or device management.
2. If Customer reqnires additional assistance from Workday related to Configurable Domain Security, above and beyond the mutually agreed upon deliverables allocated in this SOW, a Change Order will be created and presented to Customer in accordance with the Change Order process.
3. As previously noted, Customer will be primarily responsible for configuring and managing configurable domain security during the project.

Appendix B – Organizational Change Management & Training

Workday will provide Customer with Professional Services to support Organizational Change Management (OCM) for the Project, which includes support for the following work streams:

- Change Management
- Training and Development
- Communications

The OCM Project work stream will utilize a co-lead framework ("Two in the Box") which results in the Workday OCM provided lead being paired with a Customer lead.

Scope Detail

1. CHANGE MANAGEMENT

Workday will provide Professional Services to Customer for the OCM work stream. The Change Management team will:

To facilitate an effective implementation, the Workday OCM Team will engage in the following activities:

- Host Change Management discovery session to meet the team, gather inputs to key deliverables, and discuss use of innovative methods for managing change
- Develop Change Management Strategy Approach & Work Plan to set foundation for Change Management team scope, guiding principles, and timeline. Change Management Work Plan will be integrated into the overall project Work Plan.
- Run a Stakeholder Analysis to identify the impacted individuals and teams across the city
- Run a Change Impact Analysis to identify impacts to stakeholder groups and work with the Customer to determine how to handle/address
- Host Change Management kick-off / orientation
- Attend project design sessions, as applicable, and capture change impacts
- Establish a Change Champion Network made up of identified department Customer staff
- Support the Customer in Change Network selection by providing a list of attributes and characteristics that make a strong member of the Change Network
- Lead a Focus Group with a subset of the Change Network to seek input on the role, expectations, and the most effective methods for communication and support
- Provide a kickoff session to mobilize the Change Network
- Prepare materials to support Change Network activities
- Co-facilitate with the Customer Change Lead a monthly touchpoint series with the Change Network to deliver important updates and respond to questions
- Work with the Communications Team to identify messages that need to be reinforced by the Change Network
- Work with the Customer team to respond to questions from the Change Network
- During the 4 weeks leading up to implementation, develop weekly communications targeted at the Change Network to support readiness, including training reminders, important dates, and information about post implementation support
- During the 8 weeks post deployment, Workday will co-facilitate with the Customer Change Lead by scheduling support calls with the Change Champion Network to review questions, issues and concerns from the field.
- Conduct three measurement surveys during the project to assess effectiveness of Change Management activities and user readiness/adoption
- Provide a summary of measurement survey results, along with recommended actions
- Conduct knowledge transfer with the Customer team that will maintain materials and lead Change Management activities after go-live

The Customer will support the OCM approach by:

- Provide a Change Management Lead to partner with the Workday Change Enablement Lead
- Logistical support for Change Management discovery sessions
- Review the results of the Change Impact Analysis
- Secure and provide oversight to facilities/equipment for the Change Management kickoff
- Identifying the appropriate Customer Staff to join the Change Network
- Secure and provide oversight to facilities/equipment for a kickoff session to mobilize the Change Network
- Secure and provide oversight to facilities/equipment regular touchpoints with the Change Network
- Co-facilitate with the OCM Team a monthly touchpoint series with the Change Network to deliver important updates and respond to questions
- Prepare materials to support Change Network activities
- Provide centralized access (via LMS, SharePoint, or other internal site accessible to impacted staff) to the Change Network all deployment support content, including system training videos, Job Aids, and communications specific to the Change Network
- Provide a central email address for the Change Network to send their questions from the field
- Provide resources to monitor the central email address, organize questions, and work with the project team to respond
- Distribute all communications targeted to the Change Network
- During the 8 weeks post deployment, Workday will co-facilitate with the Customer Change Lead by scheduling support calls with the Change Champion Network to review questions, issues and concerns from the field.
- Delivery the three readiness surveys to the end user population and providing the data to OCM Team
- Receive knowledge transfer with the Customer team that will maintain materials and lead Change Management activities after go-live

2. COMMUNICATIONS

Workday will provide Professional Services to Customer for the Communications work stream. The Communications team will:

To facilitate an effective implementation, the Workday Communications Team will engage in the following activities:

- Develop Communications Strategy, including the approval and distribution process
- Develop the detailed Communications Plan, including the approval and distribution process
- Identify and manage key messages
- Provide communication services to support the communications strategy including developing templates and toolkits
- Develop and support deployment of communication materials
- Measure effectiveness of communications and make changes to communications plan as needed

The Customer will support the Communications approach by:

- Provide a Communications Lead to partner with the Workday Communications Team
- Provide guidance and insights to support the communications strategy including providing existing effective templates and toolkits
- Support development of communication materials, including review and approval before distribution
- Distribution of communication materials
- Review effectiveness of communications and review/approve recommended changes to communications plan if needed
- Review effectiveness of communications and review/approve changes to communications plan if needed

3. TRAINING AND DEVELOPMENT

Workday will provide Professional Services to Customer for the Training work stream. The Training team will:

To facilitate an effective deployment, the Workday Training Team will engage in the following activities:

- Develop the training strategy and approach
- Conduct a training needs assessment:
- Identify all audiences
- Identify learning objectives for each audience
- Develop Training Curriculum
- Develop training materials, including Instructor Led Training (ILT), Video Learning, and Job Aids to support end user training for each audience based on required learning objectives
- Identify needs for training facilities/equipment for effective on-site training
- Design and develop all training materials (ILT, Video Learning, and Job Aids)
- Work with the Communications Team to develop employee training notifications/registrations messages
- Develop & deliver instructor led training sessions to Customer staff per the curriculum and training needs assessment
- Provide support to end users via the post deployment model after implementation
- Assess and measure training effectiveness

The Customer will support the Training approach by:

- Provide a Training Lead to partner with the Workday Training Lead
- Review and approval of the training plan (including development and delivery calendars)
- Review and approval of the training curriculum
- Review and approval of training materials before delivery
- Secure training facilities and necessary support equipment for on-site training
- Print training materials for ILT sessions
- Load all training/ (ILT content, video learning, and Job Aids) into an agreed central location that is accessible to all impacted staff (via LMS, SharePoint, or other internal site.) in advance of training delivery
- Manage Customer Learning Management System, including curriculum assignment and completion information
- Provide support for training facilities and equipment during ILT
- Support training delivery rollout, including management of facilities and status reporting

4. GENERAL ASSUMPTIONS FOR OCM

- Policy issues related to OCM need to be identified and evaluated early, along with any recommendations (if applicable) for approaches to resolve, in a written report format to the PM team and Steering Committee to review and evaluate.
- Workday Personnel that are OCM resources are estimated to support Customer's Project for go lives and post implementation support for Workday HCM & Payroll. After post implementation support is complete, the Customer assumes all OCM roles and responsibilities
- If additional scope is requested that impacts OCM staffing, then we will follow the Change Control Process in this SOW.
- The Customer will provide resources for OCM, as referred to in Appendix A Estimated Customer Project Staffing, that will support the OCM Team during readiness for deployment activities, during deployment, and post deployment
- OCM materials will be posted and maintained by the Customer on a central location such as an internal project site and/or the Customer's Learning Management System
- Workday and Customer Communications Teams will jointly develop the Communications Plan
- Workday and Customer Communications Teams will jointly develop project communication materials

- The Customer will deliver project communication materials to designated end users and is responsible for costs associated with distribution
- The Customer will manage and maintain communication distribution lists
- The Customer will post and manage communication content on any Customer or project specific website(s)
- Training will be a joint effort with the Customer; the Customer will provide staff to support Workday trainers during ILT system training to answer policy and procedure type questions.
- The Customer will be responsible for reviewing and approving of training materials before delivery
- The Customer will be responsible for logistics, coordination and oversight for training delivery
- The Customer will be responsible for making available training materials and content to Customer staff through a central location
- Instructor Led Training (ILT) will be delivered by Workday Training Team
- The Customer will provide staff to support Workday trainers during ILT system training to answer Customer policy and procedure questions
- The Customer will be responsible for reviewing and approving of training materials before delivery
- The Customer will be responsible for logistics, coordination and oversight for training delivery
- The Customer will be responsible for making available training materials and content to Customer staff through a central location
- Training delivery for core users will consist of a hybrid of ILT, video learning, and Job Aids
- Training for non-core users will depend on their usage of/interaction with the system and can range from an optional ILT, video learning, Job Aids, project communications, and the use of in system features
- The Workday OCM team will provide system end user training to Customer staff and not Project Team product training (e.g. Workday configuration, etc.). Customer PMO and PMO support team will receive product-specific training, including documentation such as the User Adoption Kit, from Workday and working alongside the Workday Project Team
- Training development activities will include ILTs, video learning, and Job Aids developed in a training tenant
- Training development will leverage the existing out of the box Workday training curriculum. The Training Team will develop Customer-specific content that is not covered by this content
- The Training Team will not create detailed Standard Operating Policies and Procedures.
- The Training Team will not create Workday System User Manuals. Workday documentation is found on the Workday Community website.

5. PROJECT CHARTER WORKSHOP ASSUMPTIONS

- During the four-week effort, the Customer will make available department stakeholders for both the interviews and the workshops
- The interviews can be scheduled to take place during the first week of the project
- Prior to the interviews, the Customer will provide guidance on which departments are most critical to the acceptance of the Project Charter and who should be interviewed as a representative of that department
- If all impacted departments need to be interviewed, then to complete interviews within the first week, some interviews will be held in groups of 3-4 people at once
- For those department representatives who are not available during the week of interviews, we can provide a survey with the same set of questions from the interview
- The Customer will facilitate the scheduling of the interviews and location logistics
- The Customer will limit the interviews to the most critical or impacted departments and key representatives from the project and the Executive Steering Committee
- The Customer will limit workshop participants to no more than 25
- The same resources will be available for all three workshops
- The Customer will be able to provide a location large enough to support the workshops

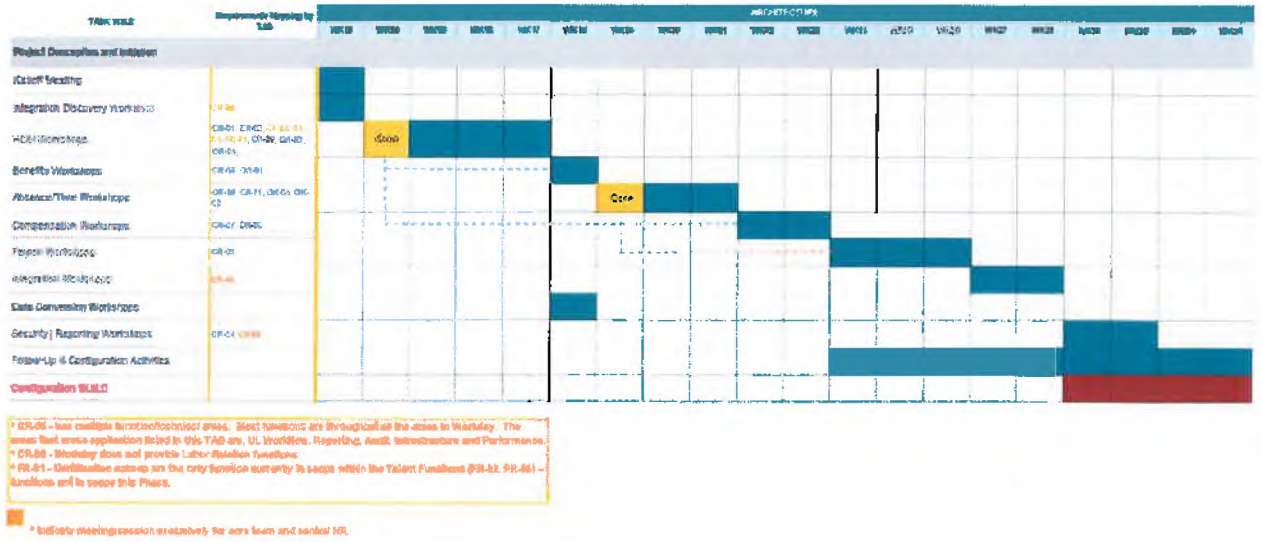
Appendix C - Estimated Architect Stage Functional and Technical Workshop Schedule

During the Plan stage, the Workday team and the Customer's project team will review three items: the Discovery documents that were created during the Discovery Workshops, Exhibit C-1 – Customer Requirements, and the project scope. The Architect stage focuses on understanding Exhibit C-1 – Customer Requirements and how Workday can be configured to satisfy the business requirements. Workday concepts and functions will be reviewed, and design decisions will be gathered.

The figure below shows the estimated weeks for each of the Design Workshops in the Workday deployment. Workday project team has provided this cross-reference diagram, Exhibit C, as a cross-reference to the Customer's requirements as expressed in the RFP response tabs for your convenience in identifying City personnel who should be in each Design Workshop. Listings of the Customer's requirements in the attachment, Exhibit C-1, omit areas that the parties have determined are not to be implemented at this time. In addition, some of the RFP requirements describe mutually exclusive alternatives for configuration. The workshops will be used to further refine the implementation plans for each functional area.

Once the sequence, dates, and agendas for the Design Workshops are confirmed via the Project Plan, the Workday Engagement Manager will work with the Customer's Project Manager to create an updated cross-reference. This update will document the relationship between the relevant Customer requirements and the functional areas and topics that will be covered in each design Workshop. Workday will do this to help the Customer understand when specific functional configurations will be discussed/designed; this understanding should help the Customer ensure the proper attendees are scheduled to be present in each session. The final configuration of the Workday Service will be built using a combination of the delivered baseline configurations and the configuration design decisions actively made during the Design Workshops. The parties understand that Workday, in its proposal in response to the Customer's RFP, specifically identified functionality that is not currently available within the Workday solutions. Workday is not required to provide such functionality and can only provide configurations that are supported by the Workday solutions that the Customer has licensed. In addition, the parties recognize that part of the project involves reviewing and potentially revising the Customer's current business processes and they may decide not to deploy functionality that is available within the Workday solutions. In addition, requirements that are associated with functionality areas that have been identified as out of scope in Appendix A - Section 5.1 will not be included.

Workday Professional Services will design and configure generally available functionality as prioritized by Customer. The final functionality scope will be determined during the Architect Stages of the project, with appropriate consideration given to project timeline, resources and budget.



Additionally, the attachment, Exhibit C-1 – Customer's Requirements, contains the Customer's requirements referred to in the above diagram (Exhibit C). The entries in the "Proposed Section" column of the diagram are labels for the eighteen tables containing these requirements. A label combines two elements. First is the implementation priority of the requirements as originally defined in the RFP: CR = CORE, OR = OPTIONAL, and FR = FUTURE. Second is the category number; there are eleven CORE tables (CR-01 to CR-11), six OPTIONAL tables (OR-01 to OR-06), and one FUTURE table (FR-01). The CR-05 requirements are addressed in four workshops. The parties recognize that during the extensive discovery process leading up to SOW execution, priorities of the Customer may have changed and are reflected in the SOW which was the output of the Discovery Workshops. Where this is the case, the categorization of requirements as Core, Optional, and Future may he revised by the Customer but will not change the scope of the SOW in the absence of a Change Order. Should the Customer determine a requirement is no longer core, providing that functionality shall not be binding to either party. This Exhibit may include requirements that describe mutually exclusive alternatives for configuration; in the event that two or more requirements are mutually exclusive alternatives for configuration, workshops will be used to refine the implementation plan for each functional area.

Exhibit C – 1: *Customer Requirements*

This exhibit, provided to support the diagram cross-reference for the Workday deployment Design Workshops (Exhibit C), contains tables representing eighteen tabs making up the Functional & Technical Requirements section of the Customer's Human Resources & Payroll System Request For Proposals (RFP).

The RFP tabs represented categories of requirements with weighted priorities (in declining priority) of Core (11 tabs; CR-01 to CR-11), Optional (6 tabs; OR-01 to OR-06), and Future (3 tabs; FR-01 to FR-03). This exhibit omits the requirements in tabs FR-02 (Talent Review) and FR-03 (Workforce Planning) because they will not be implemented at this time, in Phase 1. Additionally, this Exhibit may include areas that describe mutually exclusive alternatives for configuration; in the event that two or more requirements are mutually exclusive alternative for configuration, workshops will be used to refine the implementation plan for each functional area.

Table C-1.1 – CR-01 – Employee Info & History - CORE

ID	Requirement
EIH-001	Ability to maintain master tables for categories such as: Job classifications, Number of Authorized Positions by Department and Classification, Bargaining Unit, Benefits (by type and level), Probationary periods, Fair Labor Standards Act (FLSA), Salary history by class, Overtime codes by classification, Bonuses and premium pay, Salary plans (range, step, control points, broad-band brackets, variable entry)
EIH-002	Ability to track job classifications by such fields as Record of job classification code(s), Degree Requirements, Minimum Requirements, Management, Supervisory Level, ADA by Class/ Essential Functions, Medical Codes, Retirement Tier Level, Key Class and Occupational Categories, Class Series (Occupational Series), Class Status (Active, Terminated, etc.), Restrictions on class use (Terminated/Inactive), Effective date of Class, Classification title, Salary range, FLSA status, Workers Compensation code, Diversity Information, Employee type/Bargaining Unit, Maximum work hours per user defined period and all other user defined information,
EIH-003	Ability to perform all self-service functions through mobile devices
EIH-004	Ability to manage the end to end onboarding process including internal notifications
EIH-005	Ability to automatically compute salary increases based upon user-specified criteria such as percentage, dollar amount, step / bracket, job classification, maintenance (e.g., uniforms, shoes, etc.), stipends (e.g., special allowances and reimbursements), premiums (e.g., night shift, bilingual, degree, etc.)
EIH-006	Ability to support changes in employment status related to inactivity for a user-determined amount of time (e.g., no time submission for an active employee)
EIH-007	Ability to establish a standard rounding method (e.g., always round up)
EIH-008	Ability to track the eligibility for and use of a variety of leave statuses such as on vacation, purchased vacation time, sick time, injury, administrative leave, military leave, user definable leaves multiple leaves simultaneously or sequentially
EIH-009	Ability to auto-generate new employee numbers

EIH-010	Ability to maintain legal first name and "also known as" first name with "also known as" first name used as default first name in system.
EIH-011	Ability to track Office Location & Address
EIH-012	Ability to track Work Place Accommodations
EIH-013	Ability to track and document individual, dept., location, division
EIH-014	Ability to maintain employee data for names, former name, address, phone, emergency contacts, SSN, etc.
EIH-015	Ability to track and maintain personnel action changes for each employee
EIH-016	Ability to track transactions based on the effective date of the action including such examples as multiple changes on the same effective date, job classifications, number of Authorized Positions by Department and Classification , Bargaining Unit, census information, benefits (by type and level), probationary periods, salary history by class, overtime codes by classification, bonuses and premium pay, salary plans (range, step, control points, broad-band brackets, variable entry)
EIH-017	Ability to determine eligibility based on criteria such as salaried/hourly status, labor agreement rules, job class, seniority date(s), salary, budgeted hours
EIH-018	Ability to apply job specific rules per MOU or Admin Code requirements
EIH-019	Ability to maintain employment position and pay history
EIH-020	Ability to apply location-specific rules, per organization policy.
EIH-021	Ability to change authorized hours (e.g., part-time positions)
EIH-022	Ability to transfer an employee across departments without re-entering the entire employee file and generate workflow items as needed.
EIH-023	Ability to track all procedural transactions by type and dates. For example employee salary change, performance report appeals, grievances, status, date of event, final decision/rulings, doctor's release required (Y/N) with comments field, arbitration, workers compensation status, disciplinary actions (paid/unpaid, etc.), future leave approval (e.g., approved, deferred, rejected), status changes
EIH-024	Ability to maintain Employee Type (FT, PT, Casual, Contract, Seasonal, etc.) and history of such
EIH-025	Ability to track Hire Date as well as calculate multiple Seniority / Service Dates based on MOU / Admin Code requirements
EIH-026	Ability to track employee's personal information…Name, Address, City, Zip Code, Phone 1, Phone 2, personal email, marital status, birthdate, banking information,
EIH-027	Ability to track whether the employee is Employed, On Leave or Terminated
EIH-028	Ability to track union yes or no, if yes, a field to specify the union and MOU
EIH-029	Ability to provide integrated tracking of competencies, performance ratings, developmental needs, job readiness, relocation availability
EIH-030	Ability to track employee language abilities by language, level of proficiency, level of bilingual pay
EIH-031	Ability to store retiree job history for a defined period of time
EIH-032	Ability to apply specific rules for employee compensation and withholding, specific to taxation, social security, etc. in coordination with appropriate, different legal entities.
EIH-033	Ability to track Criminal Records Checks, Driver License information and associated expiration date. Also, ability to track any other employment related authorizations.

EIH-034	Ability to track Certificates, Education, Committee Involvement, Project Experience & Skills
EIH-035	Ability to verify license information against state data base
EIH-036	Ability to automatically add employee to transfer list when employee requests transfer and is eligible for a move
EIH-037	Ability to automatically notify employees that transfer list has expired or allow employee to request extension for term of list to automatically extend participation
EIH-038	Ability to track employee demographic information
EIH-039	Ability to store documentation with an employee record
EIH-040	Ability to track and audit source of data changes
EIH-041	Ability to make mass changes to employee data based on defined filter(s) (e.g., job classification)
EIH-042	Ability to automatically apply MOU rules to reductions in force (i.e., automated "bumping")
EIH-043	Ability to restrict the ability to view or change data based on security role
EIH-044	Ability to make and reverse change to employee data in real time
EIH-045	Ability to enter data changes with a future effective date
EIH-046	Ability to validate data entry against rules and block entry attempts that do not comply (where possible)
EIH-047	Ability to store multiple user defined fields (e.g., badge number)
EIH-048	Ability to use core employee data to process other HR functions (i.e., no duplicate data entry)
EIH-049	Ability to associate informational alerts with transactions (e.g., notify Benefits when employee moves to Part-time)
EIH-050	Ability to send informational alerts prior to event (e.g., notification of imminent license expiration)
EIH-051	Ability to send forms to employees based on job classification (e.g., conflict of interest)
EIH-052	Ability to initiate hiring supervisor record review prior to transfer
EIH-053	Ability to configure thresholds for activities (e.g., maximum time on military leave)
EIH-054	Ability to send notifications prior to action (e.g., inform of a pending termination)
EIH-055	Ability to display multiple suspensions as separate events
EIH-056	Ability to interface with document management system (e.g., Documentum)
EIH-057	Ability to support multiple benefit accrual rules for leaves based on MOU / Admin Code requirements
EIH-058	Ability for supervisors to submit transaction requests through self-service that are automatically effected in the system once appropriate approvals are received
EIH-059	Ability to route transactions for approvals prior to implementation
EIH-060	Ability to store organizational hierarchy and create organizational charts (functional and actual)
EIH-061	Ability to move employee to a new department or job classification without requiring a termination code from releasing department
EIH-062	Ability to manage the end to end off boarding process including internal notifications

EIH-063	Ability to maintain employee personnel history online beyond the life of the employee, and payroll detail for a defined period of time
EIH-064	Ability to provide employee separation information as a result of exit interview including reason(s) for separation by user defined fields from a pick list, length of service, length of time in position(s) and department(s), departmental turn-over for employees that transferred to other departments, turnover by budgeted class (including temporary employees), turnover during probationary period (Y/N), supervisor/manager name
EIH-065	Ability to track departmental turnover for employees that transferred to other departments
EIH-066	Ability to freeze and retain sick leave for terminating employee
EIH-067	Ability to support employee termination options (e.g., deferred pension or cash out)
EIH-068	Ability for terminated employees to access self-service for limited transactions (e.g., address change)
EIH-069	Ability to trigger the distribution of an exit interview survey to employee (e.g., email)
EIH-070	Ability to send notification of resignations / terminations to downstream stakeholders (e.g., LACERS, LAFPP, etc.)
EIH-071	Ability to mask data in employee record for confidentiality reasons (e.g.LAPD's sworn and PSR classifications should have the ability to maintain confidentiality for their home address including their family members.)
EIH-072	Ability to track and reports on employees in DROP (Deferred Retirement Option Plan)- LAFD
EIH-073	Ability to track multiple attributes related to employee e.g. equipment, uniforms, gears, assigned to an employee, accident history, disciplinary actions, parking assignments, etc.
EIH-074	Ability to track all City assets assigned to an employee and track recovery of assets at termination or transfer (if appropriate)

Table C-1.2 – CR-02 – Position Control - CORE

ID	
PMC-001	Ability to attach the following to positions: Reports To, Cost Center, Job Title / Classification, Apt Status of EE's position (Normal Incumbent or Acting), FTE, Days of Week and # of hours per day and total hrs per week, position budgeted for, work order, funding breakdown associated with the position.
PMC - 002	Ability to link to Financial Services technology (e.g., PB and FMS) to confirm position budgeting (e.g., ability to validate approval of the position, or whether the position is just approved and not funded. In the City's environment the departments may have more approved positions than funded, and need to make a decision on priority regarding which to fill)
PMC-003	Ability to store Total Rewards elements on the job / position *Salary band and range *Incentive eligibility *Eligibility for perks *Union Status *Benefits eligibility
PMC-004	Ability to change total rewards elements at the classification level and have all positions associated with the job updated. Note: rewards can either be attached to an entire classification or associated with a single classification based on its unique duties.
PMC-005	Ability to link classifications to tables which will be updated when changes to the table are made based on the effective date of the Table C-1hange (e.g., ensure classifications / jobs link to all appropriate pay grades)
PMC-006	Ability to utilize one unique identifier linked to the same salary structure regardless of location
PMC-007	Ability to view hierarchies and organizational charts within the application
PMC-008	Ability to track Primary & Secondary positions (i.e., both of one individual's positions within the City)
PMC-009	Ability to create job hierarchy to satisfy both HR and Finance (Dual Hierarchy) (Contractual Obligations, Billing, Financial Reporting) and Project Controls (Scope of work to be performed) needs.
PMC-010	Ability to "encumber" (reserve) a position that is not currently filled and does not have available budget (e.g., budget being used for another position or employee is on authorized leave)
PMC-011	Ability to track the history of a position (e.g., former employee(s) in position)
PMC-013	Ability to track filled and vacant positions and run vacancy reports with incumbent information and vacancy date.
PMC-014	Ability to develop and maintain organizational structure in HR system in alignment with authorities
PMC-015	Ability to track Positions including Position #, Description, Type, Status, Start Dates, End Dates, Reason, Incumbent
PMC-016	Ability to create job codes (i.e., unique identifier for a specific City classification) before they are assigned to positions

PMC-017	Ability to assign multiple employees to a single position (job sharing)
PMC-018	Ability to define and report on job types
PMC-019	Ability to view history of positions (including position number and description) held by an employee through the course of employment at the City.
PMC-020	Ability to view / report on temporary personnel (e.g., the Library needs an ability to report on how many substitute personnel are working at a particular branch)
PMC-021	Ability to track and report on staffing at different geographical locations / units (e.g., the Library needs to report on staffing structure at different locations in order to input that data in their readership reports such as the ratio of customers to staff per library)
PMC-022	Ability to include / capture attributes of a position by location (e.g., although each position is filled by a single individual, Position A at one location can be different from Position A at another location for reporting purposes)
PMC-023	Ability to integrate between position control, HR, Payroll, FMS and Budget systems for effective management reporting
PMC-024	Ability to generate and print organization structure/ charts from different perspectives (e.g., departmental hierarchy, budgetary hierarch or temporary position hierarchy)
PMC-025	Ability to capture and report on employee level / position level movements (e.g., movements in and out of departments including reasons why and authority type)
PMC-026	Ability to model positions without the requirement to allocate the position.
PMC-027	Ability to integrate with budget system / module, and incorporate budgetary changes real-time throughout the year (e.g., new positions approved through council action or substitute authorities or in-lieu of)
PMC-028	Ability to make changes to positions at job classification level and / or departmental level (e.g., apply a certain ruleset to Position X within Department A). Ability to capture department as an attribute to the Position
PMC-029	Ability to fill a position using "in-lieu of", and ability to report on such positions
PMC-030	Ability to track and / or apply bonus at a position level
PMC-031	Ability to assign requirements to the position (e.g., license requirements/ background checks)
PMC-032	Ability to manage positions using substitute authorities (e.g., the Library has substitute authorities / personnel resolution; and position is filled against these authorities) as well as run substitute authority reports
PMC-033	Ability to communicate and track savings goal by department (e.g., departments are required to maintain 4% vacancy to meet the savings goal)
PMC-034	Ability to conduct automated reconciliations between Position Control, HR and Payroll (e.g., department HR supervisors conduct monthly reconciliation between position as per position control, and filled positions per payroll / HR)
PMC-035	Ability to capture, and report on how a certain approved position is funded (e.g.. funded using substitute authority of in-lieu of)
PMC-036	Ability to restrict employee records to available, budgeted positions
PMC-038	Ability to generate and capture comments on efforts and strategy to fill difficult-to-fill positions.
PMC-039	Ability to show hiring / recruiting status of open positions on organization charts
PMC-042	Ability to capture all bonus variation codes per MOU's requirements in the time entry.

PMC-043	Ability for the position authority to expire (including appropriate notifications)
PMC-045	Ability to show hiring / recruiting status of open positions on organization charts
PMC-046	Ability to categorize criticality of position
PMC-047	Ability to run multiple reports specific to position control such as "As-Needed", Leave of Absence, Emergency Appointment, Resolution Authorities
PMC-048	Ability to create positions for hiring based on Departmental Personnel Ordinance authorities(e.g. LAFD firefighters)
PMC-049	Ability to indicate whether a position has been vacated
PMC-050	Ability to keep a position closed until the authority to fill is put in place
PMC-051	Ability to keep a position from automatically being filled when it becomes vacant
PMC-052	Ability to measure different attributes within job hierarchies
PMC-053	Ability to print organization chart without allocating position
PMC-054	Ability to capture employees on loan, internally by program and by division. In addition, the ability to capture loans to other City Depts.

Table C-1.3 – CR-03 -- Payroll – CORE

ID	Description
PR-001	Ability to process both standard and exception processing as part of the payroll run, including Ability to process employee garnishments [including liens, levies, loans]
PR-002	Ability to manage garnishments using either a dollar amount or countdown to total amount owed
PR-003	Ability to calculate additional garnishment payments based on rule (e.g., deductions from overtime pay)
PR-004	Ability to notify employee of garnishment
PR-005	Ability to split settlement payment between employee and third party
PR-006	Ability to reverse garnish withholdings
PR-007	Ability to track hours submitted per varying submission schedules and submission history
PR-008	Ability to track multiple accruals by employee (e.g., vacation)
PR-009	Ability to adjust accrual rules based on change in employee category (e.g. Civilian to Sworn or vice versa)
PR-010	Ability to maintain payroll summary history life-to-date in a look-up format
PR-011	Ability to compute termination or end of service payout of accrued vacation plus accumulated overtime and other applicable time
PR-012	Ability to calculate and administer multiple versions of employee service time, in accordance with regulations which differ by MOU, classification or other factors
PR-013	Ability to support time banking capability, which combines personal, vacation and sick leave and applies multiple accrual and roll-over calculations driven by multiple criteria (FLSA status, years of service, hours worked, job). Includes capturing requirements that vary by employee groups and the ability to apply different leave accrual calculations
PR-014	Ability to compute and record short-term and long-term incentive compensation (e.g., performance awards, stock options, restricted stock shares and restricted stock units).
PR-015	Ability to configure vacation and compensatory time by MOU, position and multiple other criteria
PR-016	Ability to maintain flexible credits, including (re-) calculation of deductions as employee changes occur
PR-017	Ability to calculate and track an employee's taxable, company-paid benefits and equity incentives as imputed income.
PR-018	Ability to capture a variety of labor time such as regular, overtime, double-time, triple-time as well as other modifiers such as language allowance.
PR-019	Ability to provide hourly or part-time employee business rules that differ from salary employee business rules.
PR-020	Ability to configure Holidays by employee group.
PR-021	Ability to process both standard and exception processing as part of the payroll run, including One-time deductions
PR-022	Ability to process both standard and exception processing as part of the payroll run, including Mid-pay period salary changes with correct pro-rating of "old" and "new" rates

PR-023	Ability to process both standard and exception processing as part of the payroll run, including Retroactive pay rate changes
PR-024	Ability to process both standard and exception processing as part of the payroll run, including One-time special check
PR-025	Ability to process both standard and exception processing as part of the payroll run, including Gross-up salaries
PR-026	Ability to process both standard and exception processing as part of the payroll run, including Void, reverse, and replace checks and provide audit trail of these changes
PR-027	Ability to process both standard and exception processing as part of the payroll run, including Adjustments to taxable and non-taxable earnings and payments coming from elsewhere [e.g., relocation payments, non-cash bonuses]
PR-028	Ability to process both standard and exception processing as part of the payroll run, including One-time override of direct deposit election to force issuance of check [e.g., for awards]
PR-029	Ability to process both standard and exception processing as part of the payroll run, including Update of balances/accumulators [leave, taxes, earnings, deductions] for particular purposes
PR-030	Ability to process both standard and exception processing as part of the payroll run, including bi-annual "no deduction" payroll runs
PR-031	Ability to generate direct deposit advice notices and checks
PR-032	Ability to re-print checks
PR-033	Ability to interface to Finance and other systems including automatic feed to Accounts Payable for purposes of generating checks for vendor payments (e.g., union dues, United Way, garnishments)
PR-034	Ability to share common control table values with general ledger for costing of earnings, deductions, benefits and taxes
PR-035	Ability to use bank transaction "tapes" (or transferred files) for reconciliation of accounts, including checks not cashed
PR-036	Ability to generate standard payroll reports covering particular periods of time, including amounts for current period, month-to-date, quarter-to-date, year-to-date
PR-037	Ability for employees to review their own data and, as appropriate, make selective, low-risk changes
PR-038	Ability for managers to review their employee records and, as appropriate, update them
PR-039	Ability for employees to view pay stubs on-line
PR-040	Ability to handle multiple overtime rates
PR-041	Ability to calculate forecasted payroll costs using standard labor costing rates plus internal markups, and then replace (true-up) the standard labor costs with actual payroll costs incurred, as inputs are received via time submission. Includes the ability to integrate with organization Project Controls and Project Accounting & Finance, Billing systems.
PR-042	Ability to apply standard costing to labor at a detailed level using salary rates with internal markups.
PR-043	Ability to automate internal recoveries and posting of such transactions to appropriate areas.
PR-044	Ability to automate the posting of payroll accruals

PR-045	Ability to process payroll for an employee who may have overlapping assignments, concurrent with the employee's transfer between paying entities which use different methods/calculations and feature different pay cycles, without adversely impacting the outcome of the pay results (net pay, deductions, tax payments), accounting, or reporting.
PR-046	Ability to automate all aspects of processing 3rd party remittances (deductions from employees, processing, reporting and payments of garnishments, benefits and taxes) in accordance with all rules, across business units, departments, etc..
PR-047	Ability for streamlined, validated labor and payroll data entry, reporting and reconciliation.
PR-048	Ability to process payrolls on demand, outside of the normal processing schedule.
PR-049	Ability to process payroll in one location, and with proper security and controls, but the ability to print checks and statements elsewhere
PR-050	Ability to process EFT returns into single selected bank account
PR-051	Ability to print pay slips with full description of income and deduction items
PR-052	Ability to post employee allowances to the same work orders as payroll and labor
PR-053	Ability to process multiple payrolls, concurrently.
PR-054	Ability to capture all employee data in accordance with and in support of specific payroll requirements.
PR-055	Ability to process auditing and reporting exceptions prior to completion of payroll processing.
PR-056	Ability to allow manual GL corrections or adjustments for payroll and labor without the need for corresponding labor entries
PR-057	Ability to backdate employee payroll/labor
PR-058	Ability to interface payroll system with bank systems for payroll cash distribution.
PR-059	Ability to withhold savings funds and route to the appropriate bank.
PR-060	Ability to split net pay between direct deposit and check
PR-061	Ability to automatically calculate and transfer salary when an employee transfers to a different department/division, as authorized, even mid-pay period
PR-062	Ability to move payroll and related costs from the employing entity to the assigned/work entity.
PR-063	Ability for employees to view and print pay slips, year end tax statements, change bank details, addresses, tax filing status etc., from one portal
PR-064	Ability to capture multiple employee work schedules (bi-weekly, monthly alternate work week) to ensure accurate calculation of pay.
PR-065	Ability to support daily rate employees
PR-066	Ability to show daily rate (pay to employees) based on hours worked
PR-067	Ability to determine bank routing information from a scanned check
PR-068	Ability to print leave accrual rate, remaining leave and leave taken on paycheck stubs.
PR-069	Ability to generate Workers Compensation checks
PR-070	Ability to supplement daily pay with additional disability pay
PR-071	Ability to change cost accounting after payroll has run
PR-072	Ability to split a pay period based on work schedule
PR-073	Ability to stop payment

PR-074	Ability to include mileage reimbursement in payroll for remittance to employee and reporting on pay advice
PR-075	Ability to validate wage modifier codes against time submission and MOU rules
PR-076	Ability to ensure employees do not exceed salary range (even when mass increases are processed)
PR-077	Ability to link start / stop of wage modifier to other variables (e.g., license expiration)
PR-078	Ability to move employees between full and part time with their accruals adjusted appropriately based on MOU
PR-079	Ability to view components of retirement contribution calculation for each employee
PR-080	Ability to view whether compensation is pensionable or not pensionable
PR-081	Ability to process catch up withholdings if pay during previous payroll was too low
PR-082	Ability to define priority for withholdings (e.g., use all sick time before using vacation time)
PR-083	Ability to create a check for a beneficiary
PR-084	Ability to automatically change designation to live check for employee death and include notifications in workflow
PR-085	Ability to implement direct deposit in first pay
PR-086	Ability to make emergency changes after payroll cutoff
PR-087	Ability to automatically reduce overpayment, reimburse the appropriate department and reconcile with the Finance system
PR-088	Ability to distinguish between annual and fiscal year for accounting purposes
PR-089	Ability to process settlement payments (e.g., grievance resolution)
PR-090	Ability to adjust accruals based on job changes (e.g., part time to full time)
PR-091	Ability to pay allowances based on MOU rules
PR-092	Ability to apply wage modifiers to time codes (e.g.,. Bi-lingual skills, dangerous equipment use)
PR-093	Ability to pay allowances as lump sum
PR-094	Ability to specify separate check for specified allowances
PR-095	Ability to transfer an employee during a pay period and have deductions appropriately reflected for time in each position
PR-096	Ability to process retroactive adjustments and account for tax implications in prior years
PR-097	Ability to adjust time retroactively for employees inactive due to Injury on Duty and calculate incremental payouts
PR-098	Ability to restore sick time to the correct accumulator
PR-099	Ability to track overpayments for subsequent recovery (e.g., awaiting employee consent)
PR-100	Ability to process overpayments paid via check and adjust earnings, deductions and taxes
PR-101	Ability to specify deductions for emergency checks (deductions, taxes)
PR-102	Ability to use P-cards as a form of payment
PR-103	Ability to support multiple overtime rates based on MOU
PR-104	Ability to process permanent wage modifiers
PR-105	Ability to start / stop wage modifiers based on criteria (e.g., license expiration)
PR-106	Ability to support department specific project / cost accounting systems
PR-107	Ability to adjust cost accounting time without impacting pay

PR-108	Ability to print zero balance checks
PR-109	Ability to show custom messaging on pay advices
PR-110	Ability to display all deductions and earnings types on the pay advice (may be multiple pages)
PR-111	Ability to show deduction rules on pay advice
PR-112	Ability to interface data to retirement and pension systems
PR-113	Ability to allocate final payment to deferred compensation
PR-114	Ability to track ACH returns
PR-115	Ability to process deduction files from carriers
PR-116	Ability to show processing rules on panels in the system
PR-117	Ability to show calculations to system users
PR-118	Ability to enforce rules through data / workflow validation
PR-119	Ability to calculate pay and allowances in increments less than one hour
PR-120	Ability to support a catastrophic illness vacation bank
PR-121	Ability to process IOD (Injury on Duty), disability payments
PR-122	Ability to process appropriate accruals for employees on leave status
PR-123	Ability to adjust accumulators based on gaps in service
PR-124	Ability to automate internal processing controls
PR-125	Ability for online, electronic filing of payroll tax returns.
PR-126	Ability to handle hypertax, negative earnings and distribute them to cost objects
PR-127	Ability to provide payroll tax reporting, balancing, form generation and transmission capabilities for both employees and jurisdictions.
PR-128	Ability to maintain tax and Social Security wages data.
PR-129	Ability to provide notifications to taxing entity, regarding regular and variable compensation.
PR-130	Ability to apply location-specific rules for employee compensation and withholding, specific to taxation in coordination with appropriate, different legal entities.
PR-131	Ability to provide tax notifications to the appropriate taxing authority, by employee.
PR-132	Ability to process tax filing based on City requirements
PR-133	Ability to process "special" pay outs (e.g., excess sick, Variable compensation)
PR-134	Ability to process IOD adjustments on an emergency check with automatic IOD rate calculations, to include prior year IOD adjustments too.
PR-135	Ability to separate the basic wage from the VC/HO benefits automatically. I.e., the Building Operating Engineers (0852,0853) have a number of special variation codes used in the payroll System.
PR-136	Ability to change work orders back in history without cost changes.
PR-137	Ability to define reports by a rule based criteria (e.g. specific department, specific job classifications, etc.)
PR-138	Ability for Payroll to show how paper checks and direct deposits counts and volumes for each pay period by department number.
PR-139	Ability to generate a notification if a bonus is showing duplicate entries (permanent and daily)

PR-140	Ability to generate a notification if an employee has an approved military, family and medical leave.
PR-141	Ability to generate FLSA notifications when not enough hours work to receive overtime.
PR-142	Ability to generate a notification for special payments (Shoe/Boot, Tool Allowances) if employee is listed in two different departments.
PR-143	Ability to deduct remits for IOD and salary over payments with employee's approval
PR-144	Ability to pay out for a deceased employee was active status.
PR-145	Ability to calculate the adjusted rate by MOU if there was a change in the rate previously (COLA).
PR-146	Ability to remove CPTO balance once an employee becomes full time.
PR-147	Ability to list all the deductions on W-2s from the total amount earned.
PR-148	Ability to interface with LACERS and pay sick hours if an employee was eligible to retire by age.
PR-149	Ability to transfer employee CTO balances to new department If the employee transfers mid-pay period.
PR-150	Ability to automate Elected Officials request for salary deductions from salary base (i.e. waive any salary increase,…) with no impact to retirement.
PR-151	Ability to compute Elected Official's pay when term ends in the middle of a pay period based on days vs 80 hours.
PR-152	Ability to compute/pay employee's pro-rated vacation time at end of service payout, if applicable.
PR-153	Ability for employees to stop or re-start printing direct deposit advices
PR-154	Ability to calculate IOD, Worker Comp State rate, Military Pay Rates,… if possible.
PR-155	Ability to generate a payroll certification report & payroll register.
PR-156	Ability to charge end of fiscal year termination payout out of funds in the correct fiscal year based on termination date.
PR-157	Ability to manage CTO balance specifically where employee transferred to different department mid pay-period.
PR-158	Ability to have one department reimburse an employee from another department (e.g., LAWA transit subsidy for non-LAWA City employees)

Table C-1.4 – CR-04 – Security & Access – CORE

ID	Description
SF-061	Ability to restrict views of data based on security and data protection rules.
SF-062	Ability to support standard operator identifiers: User ID, password
SF-063	Ability for security profiles to restrict or allow access to screen, transaction, field, standard/ad hoc report
SF-064	Ability to enforce password changes
SF-065	Ability to bypass the password and use internal authentication (external identity management and active directory)
SF-066	Ability to generate a Security violations audit trail.
SF-067	Ability to copy security access from one user to another or establish a user profile and assign users to a profile.
SF-068	Ability to add a company designation to multiple users (easily).
SF-069	Ability to support password reset rule set - employee self service capability
SF-070	Ability for single sign on capability
SF-071	Ability to support application control of access to application - driven by user profile
SF-072	Ability to restrict ability to change data based on role based approach
SF-073	Ability to link user id to network id (e.g., linked to Active Directory, etc.).
SF-074	Ability to encrypt data files
SF-075	Ability to display secure information when printed but not on screen
R-021	Ability to report on and by hierarchy and security roles
ITA-165	Ability to use a single user sign-on for all modules with security configured for each module (i.e., user to gain access to the database associated with the application without re-entering the user ID and password). The single sign-on capability shall be compatible with the user's operating system sign-on.
ITA-166	Ability to link the user logon ID to his/her employee number or contractor social security number, as well as to the location or group of locations to which the user is assigned.
ITA-167	Ability to support the use of directory services and authentication mechanisms e.g., Active Directory
ITA-168	The system shall require users to periodically change their password based on a table-driven time parameter.
ITA-169	The system shall be configurable to set a minimum password length (e.g., eight characters).
ITA-170	The system shall be configurable to require passwords to contain numbers, alphanumeric characters, or both as determined by the City.
ITA-171	The system shall be configurable to prevent non-trivial passwords (e.g., repeat characters, keyboard strings).
ITA-172	The system shall be configurable to require non-dictionary-based passwords
ITA-173	The system shall store all passwords encrypted without a means to unencrypt.
ITA-174	The system shall record the date and time the last password change occurred.
ITA-175	The system shall allow an administrator to reset passwords for subsequent change by the user.

ITA-176	The system shall support using tokens and/or passwords for user login.
ITA-177	The system should support biometrics and biometrics plus passwords (e.g., fingerprint scan and fingerprint scan plus password).
ITA-178	The system shall support Transport Layer Security (TLS) encryption between the client browser and the application tier for any or all modules or sub-modules at the discretion of the City.
ITA-179	The system shall provide encryption capability for certain data transmissions that require security protection.
ITA-180	The system shall provide the ability to remotely access the system (i.e., outside the City firewall) using Web browser or other Internet technology, with security access controls
ITA-181	The system shall display the last date and time the user logged onto the system at the time of logon.
ITA-182	The system shall allow an administrator to suspend all user access when a user is terminated
ITA-183	The system shall allow suspension of user access based on a table-driven parameter (i.e., employment status).
ITA-184	The system shall time out or suspend users after a period of time of being idle and require the user to re-enter their password before continuing.
ITA-185	The system shall be capable of suspending user access after a City-defined inactivity period (i.e., 90 days).
ITA-186	The system shall allow an administrator to add and modify user security authority/access using online screens with immediate profile update.
ITA-187	The system shall record or capture information about each authorized and/or unauthorized access attempt such as: User ID, workstation, date, time, transaction (menu, screen, file, object), and attempted type of access (read, modify, etc.).
ITA-188	The system shall be configurable to deny user access after a City-defined number of unsuccessful login attempts.
ITA-189	The system shall allow an administrator to review and report on attempted violations by logfile, batch or online.
ITA-190	The system shall allow an administrator to generate online inquiry and batch reports to review access profiles and types given to the users defined to the system.
ITA-191	The system shall record and maintain past security profiles (history of security access for an employee) when changes are made to an employee's security profile.
ITA-191	The system shall assign application access rights across entire suite of applications at a single point of entry.

ITA-192	The system shall control access by level, which will apply to online activities, batch processing, report writer or retrieval software and system utilities, at the following levels: (01) System (02) Database (03) Module (04) Field (05) Inquiry (06) Report (07) Approval (08) Transaction (09) Table (10) Individual (11) Work Unit (12) Group (13) Organization (14) Department (15) User Role (e.g., supervisor, data entry, review only) across all functional areas (16) User Site (i.e., location) across all functional areas ❑ Position (HR Clerk, HR Manager) across all functional areas (17) Period
ITA-193	The system shall support security profiles which can restrict or allow access by: 1) Employee Level 2) Module 3) Field 4) Record 5) Transaction Type 6) Employee Group 7) Standard Report 8) Ad hoc Report
ITA-194	The system shall provide summarized and detailed reports on user access, usage and audit logs, etc.
ITA-195	The system shall support event and/or audit logging in real time to local and remote systems (SIEM).
ITA-196	The system shall provide an application debugger or audit trace for City-defined transactions. Insert any additional comments related to the above requirements here.

Table C-1.5 – CR-05 – Technical System Requirements – CORE

ID	Description
SF-001	Ability to support branding and company style sheets
SF-002	Ability to support configuration of presentation panels
SF-003	Ability to supports basic and enhanced search capabilities
SF-004	Ability to support user capability to tailor "screen layout" to their preferences
SF-005	Ability to support use of "smart" forms
SF-006	Ability to support use of Unicode
SF-007	Supports access via internet
SF-008	Ability to support access via City Department(s) intranet
SF-009	Ability to support access via mobile devices (for self-service)
SF-010	Ability to integrate with existing portal or act as employee portal
SF-011	Ability to provide field level edits to ensure validity of the data being entered into the system
SF-012	Ability to edit online user help
SF-013	Ability to support online user help through Chat capability
SF-014	Ability to display for user inquiry the related item preceding and/or following the current item on screen, within the flow of a process (e.g., display previous / display next).
SF-015	Ability for self-service screens to be read with minimal training
SF-016	Ability for managers to customize the view within the MSS portal
SF-017	Ability to customize available portal view based on role and/or individually
SF-018	Ability for managers to view their direct/indirect reports
SF-019	Ability to spell check free-form data entry
SF-020	Ability to check grammar in free-form data entry fields
SF-021	Ability to provide an Executive dashboard summary of HR/Payroll/Financial Information
SF-022	Ability to link screens/functions together to facilitate processes
SF-023	Ability to create routing or distribution lists separate from approvals.
SF-024	Ability to show progress of transactions along the workflow
SF-025	Ability for notifications to include a link to the relevant data
SF-026	Ability to escalate to the next manager up if no action is taken by the manager
SF-027	Ability to send documents electronically based on defined routing lists.
SF-028	Ability to have electronic "approval" fields within the document.
SF-029	Ability to use hierarchies used to control approvals
SF-030	Ability to accommodate workflow approvals (by "role" as opposed to specific individuals) of various processes and documents
SF-031	Ability to capture electronic signatures
SF-032	Ability to create workflow easily
SF-033	Ability to easily modify work flows by end user departments in the event of temporary process changes (with proper security)
SF-034	Ability to support delegation of authority
SF-035	Ability to inquire on workflow items that are in-process

SF-036	Ability to allow integration of workflow from other solutions
SF-037	Ability to support automated email notification for specific events and/or intervals
SF-038	Ability to support completion of workflow from email (i.e., click here to approve)
SF-039	Ability to create wordlists and designate favorites
SF-040	Ability to create the workflows with flexible timelines
SF-041	Ability to create system generated notifications/communications for each step/status within the workflow created.
SF-042	Ability to make changes to employee, payroll or financial data without impacting activity in other processes
SF-043	Ability to support matrix hierarchy
SF-044	Ability to support multi-reporting hierarchy (e.g., an employee may report to multiple managers)
SF-045	Ability to provide visual presentation/reporting of organization charts
SF-046	Ability to support modification of and management of organization structure from visual tool.
SF-047	Ability to use organizational hierarchies to control security access.
SF-048	Ability to perform queries on all data fields
SF-049	Ability to run reports for an "as of" an effective date and on a cumulative basis
SF-050	Ability for Query capability to be used with on-screen searching.
SF-051	Ability for Query capability to be used with reports, spreadsheets.
SF-052	Ability to add, rename and/or delete fields or change field lengths.
SF-053	Ability to use third party report generators
SF-054	Ability to provider Printer control: # copies, priority, start-time
SF-055	Ability for User to define formulae in reports.
SF-056	Ability for historical reports, to represent table entries active at that point in time the record was active
SF-057	Ability to schedule Reports to run at any specified time.
SF-058	Ability to support business intelligence / analytics capability
SF-059	Ability to provide an ad hoc reporting tool that will allow end-users to select, sort, and sub-total data from the employee database and print reports or download to spreadsheets.
SF-060	Ability to create employee ID badges with photograph.
SF-076	Ability to report on data changes by field
SF-077	Ability to record transaction date/time.
SF-078	Ability to record and show Before and After values.
SF-079	Ability to record Operator Identification of user making the change (regardless of whether the change is human generated or system generated).
SF-080	Ability to support Sarbanes Oxley compliance and Attestation Standards such as SSAE No. 16
SF-081	Ability to track where the change initiated from (user, self service, PDA, message)
SF-082	Ability to record user-defined Fields in audit trail.
SF-083	Ability to store ad hoc attachments/presentations such has PowerPoint, pdf's other documents or communications

SF-084	Ability to load an electronic signature
SF-085	Ability to store data elements required by / provided by external applications
SF-086	Ability to store information about assets assigned to employees (e.g., cars, computers, work related monitoring devices, PDAs, mobile phones, badges, etc.)
SF-087	Ability to support service oriented or open architecture principles (to facilitate integration across solution components)
SF-088	Ability to authenticate user ID and passport against an Active Directory
SF-089	Ability to access via Windows Explorer
SF-090	Ability to access via Safari (for mobile)
SF-091	Ability to access via Chrome
SF-092	Ability to access via Firefox
SF-093	Ability to access via Edge
SF-094	Ability to access via mobile devices (e.g., IOS and Android)
SF-095	Ability to create specific new fields in the master records to track City specified data
SF-096	Ability to maintain history for selected data elements in the record
SF-097	Ability to provides system performance measurement tools.
SF-098	Ability to support table-driven fields for descriptions that enables user-defined descriptions
SF-099	Ability to provide system performance measurement reporting and ability to generate customized reporting.
SF-100	Ability to support Object Linking and Embedding (OLE) file attachments at defined points in the solution
SF-101	Ability to exchange data with third party applications in a standardized / defined way
SF-102	Ability to use built-in toolsets to develop forms/templates
SF-103	Ability to support click & drag items both on and off forms from an easy view data dictionary, independent of actual database structure
SF-104	Ability to locate items on any location within a form
SF-105	Ability to create multi-part forms with standard Windows controls (e.g., radio buttons, pull-downs, look-ups, calendars, etc.)
SF-106	Ability to support standard paper sizes Letter, Legal, A4, etc. for hard copy output.
SF-107	Ability to provide Integrated development tool(s) support panel, menu, field, record modification/additions.
SF-108	Ability to control which fields are required (must enter).
SF-109	Ability to control which fields are historical in nature.
SF-110	Ability to modify/define field edits/defaults.
SF-111	Ability to create summary screens or views
SF-112	Ability to process global mass updates
SF-113	Ability to un-do mass update
SF-114	Ability to import/export files
SF-115	Ability to provide a common file structure for Import/Export record layout
SF-116	Ability to provide online system, screen, field level help.
SF-117	Ability to edit Help
SF-118	Ability for system administration to perform required table maintenance

SF-119	Ability to system administration to perform pay calendar maintenance.
SF-120	Ability to upload Postal Code
SF-121	Ability to process bulk transactions (e.g. transfers, moves etc.)
SF-122	Ability to interface with key City or 3rd party applications for one or multiple data inputs and outputs (Please note - details of these applications and interfaces are provided in the "Systems and Interfaces" spreadsheet. Please refer to ones marked as "interfaces")
SF-123	Ability to use Google API
SF-124	Ability to create custom views of data
SF-125	Ability to comply with ADA guidelines
SF-126	ability to create ADA 508-compliant pdf document
ITA-084	Ability to allow for workflow management and approval hierarchies (e.g., approval paths based on item or document to be routed)
ITA-085	Ability to provide automated approval notification
ITA-086	Ability to provide and implement workflow tools that integrate with e-mail for automated notifications (i.e., Gmail, O365, etc.)
ITA-087	Ability to allow designated authorized users to override particular workflow steps
ITA-088	Ability to allow the approver to see only items that need their approval
ITA-089	Ability to delegate or proxy approver rights when primary approver is unavailable (or system administrator indicates that approver is unavailable)
ITA-090	Ability to provide for alerts and escalation capabilities
ITA-091	Ability to create custom workflows based on business rules or related tools. This includes enforcing workflow rules (with task checklists) to ensure that processes are completed correctly
ITA-092	Ability to provide an internal real-time message routing capability for broadcasting information to all or a selected portion of users
ITA-093	Ability to provide data validation rules to ensure data validity Insert any additional comments related to the above requirements here.
ITA-094	Ability to track documents submitted for approval and review with a time/date stamp and user ID
ITA-095	Ability to access and retrieve records from PERKS as well as interface with scanned and stored imaged documents and electronic files held in PERKS.
ITA-096	Ability to provide customizable online documentation such as for context-specific help, search capability, City-specific business process documentation and process maps
ITA-097	Ability to provide field level edit checks for transactions during data entry and provide immediate user feedback, including error messages and possible corrective actions (i.e., warnings when entering existing Social Security Number (SSN)/Employee ID, address, etc.)
ITA-098	Abiilty to design a preferred sequence to make data-entry columns and fields match the order of information in City source documents
ITA-099	Ability to support administrator-defined input validation for all user input
ITA-100	Ability to provide graphical productivity tools which allow for the following: 1) Command-driven, 2) Menu-driven, 3) Drop-down lists for selection of valid responses, 4) Icon-based
ITA-101	Ability to support a description of the nature of errors and offer solutions

ITA-102	Abiilty to allow for the option of auto-fill capability per transaction/field entry throughout all modules
ITA-103	Ability to restrict free form entry (e.g., provide drop-down calendar for date field)
ITA-104	Ability to accept mass data entry from an external source
ITA-105	Ability to provide on-line, interactive help with support for hyperlink technology and industry standard formats (e.g., HTML file formats)
ITA-106	Ability to provide intelligent spell checking of text fields
ITA-107	Ability to provide the user with timely notifications and reports of online data entry problems (e.g., batch out of balance, etc.).
ITA-108	Ability to provide clear error messages to users who encounter usage or technical problems relating to: 1) The exact status of the transaction 2) The options for online help 3) The options for additional help including phone and fax number and a pre-formatted e-mail problem report
ITA-109	Ability to provide complete audit features for all transactions in all modules of the HRP System
ITA-110	Ability to configure the system to accommodate increased or anticipated changes to transaction levels and provide sufficient reporting capacity.
ITA-111	Ability to configure the system (and all related programs, hardware, or software) to retain its performance levels when adding additional users, functions, and data.
ITA-112	Ability for the system (including ODS, data warehouse, and supplemental software) to provide full recovery and system backup capabilities for all online and batch transactions according to City-specified timeframes.
ITA-113	Ability to restore transactions from tbe database transaction log, especially for the purpose of business continuity for the HRP solution.
ITA-114	Ability for system servers and client software to withstand software crashes and maintain integrity, cspecially in case of power failures and abrupt shutdowns .
ITA-115	Abiilty for the system to restart and recovery after system failure with no loss of data or software components .
ITA-116	Ability to identify the existence of program and/or system discrepancies and issue an alert to the appropriate systems operations team .
ITA-117	Ability to limit the types of operations (e.g., read, write, delete, data dictionary modification) that can be performed by individual users on given data or program files .
ITA-118	Abiilty to configure individual servers by server type (e.g., Web, application, database) if applicable 1) Hot swappable/redundant components 2) Computer Processing Unit (CPU), Random Access Memory (RAM), Hard Disk Drive (HDD), Network Interface Card (NIC) 3) Internal Redundant Array of Inexpensive Disks (RAID) Array (0,1,5,10)
ITA-119	Ability to provide online access to the current year plus a set number of previous years of all types of data retained in the system, and shall provide archive capabilities thereafter.
ITA-120	Abiilty to provide online access to data related to multi-year projects from the inception of the project through the end of the project.

ITA-121	Ability to make available an employee's Project information online for a determined number of years after their termination and/or retirement, and the capability to archive the information thereafter.
ITA-122	Ability for the system CPU utilization to not exceed 70% of CPU capacity at any given time.
ITA-123	Ability to execute the average transaction on the server in less than one second, execute most common requests to reach a user in three seconds or less.
ITA-124	Ability for the system to maintain 99.9 percent availability — including with planned maintenance.
ITA-125	Ability for the system to track system uptime and transaction response times in order to demonstrate operation within acceptable levels.
ITA-126	Ability for the system to complete 100 percent of simple, single-screen online inquiry transactions in under one second, during peak usage.
ITA-127	Ability for the system to complete an average of 99% of all online update transactions in under five seconds over any 60-minute period, during peak usage.
ITA-129	Ability for the system to provide all screens, reports and transactions through a Web browser.
ITA-130	Ability for the system shall provide a graphical user interface.
ITA-131	Ability for the system to provide user-defined: 1) Exits 2) Tables 3) Fields 4) Screens 5) Reports 6) Forms 7) Shortcut keys 8) Menus 9) Business Rules and Workflows
ITA-132	Ability to include application and system configuration tables accessible within all modules.
ITA-133	Ability to provide customizable user interfaces, including ability to customize menus and forms, by user.
ITA-134	Ability to be able to integrate with the City's automatic job scheduling (i.e., batch jobs, billing, etc.), BMC Control-M, and automatically notify staff when a job abends, if applicable.
ITA-135	Ability to accommodate background (batch) jobs concurrently with online updates.
ITA-136	Ability to provide data and transaction logic validation through the use of centralized or distributed business rules.
ITA-137	Ability to provide support for interprocess communication including, but not limited to, the following: 1) Attachment of standard object types in an object library 2) Cut and paste capability from data fields and screens to other applications
ITA-138	Ability to attach imaged documents.
ITA-139	Ability to attach scanned documents to database objects.
ITA-140	Ability to support mass changes to definable groupings of transactions.

ITA-141	Ability to support effective dating for transactions and table updates, including both future and retroactive changes.
ITA-142	Ability to allow users to drill down from a transaction view to the respective and supporting source record view regardless of module source.
ITA-143	Ability to lock database records based on City parameters (e.g., at row level, field level, or at the application level).
ITA-144	Ability to provide graphical data modeling, entity relationship diagram (ERD), data definition and data dictionary components, including but not limited to business definitions and technical definitions for data elements.
ITA-145	Ability to allow for data replication including, but not limited to, copying an instance of any database to other City specified locations (e.g., SAN).
ITA-146	Ability to provide the ability to set up log event triggers to automatically notify administrator when a user-defined database condition or set maximum/minimums are exceeded.
ITA-147	Ability to allow the administrator to track user behavior as well as database utilization.
ITA-148	Ability to provide standard data extraction Application Program Interface (API) to allow import and export of data.
ITA-149	Ability for the system to support mobile, offline users (e.g., small footprint database platform) .
ITA-150	Ability to indicate how many users are logged onto and loads being carried by various instances of the HRP solution database .
ITA-151	Ability to: 1) Use history tracking within the database and logging options (e.g., transaction auditing) . 2) Assure transaction integrity (e.g., rollback, validity checking, referential integrity, other) . 3) Handle record locking (e.g., row, field, other) and record updating/committing.
ITA-152	Ability to encrypt sensitive data.
ITA-153	Ability to copy and/or archive and retrieve data to external storage media based on user-defined selection criteria and times.
ITA-154	Ability to define event triggers with an escalation path to be forwarded to a user-defined communication method, including but not limited to: Cell Phones, E-mail Addresses, System administration tools, etc.
ITA-155	Ability to integrate the implemented HRP solution with industry-standard version control software.
R-001	Ability to create dashboards that are configurable and provide the ability to filter/drill down based on period, function, department, etc.
R-002	Ability to show dashboard date in real time, displaying progression and/or comparisons (process summaries)
R-003	Ability to filter the reports/dashboards to allow for different views
R-004	Ability to have a detailed list views
R-005	Ability to do period to period comparison reporting
R-006	Ability to print all type of reports/dashboards/queries
R-007	Ability to create KPIs and provide daily, monthly, yearly reporting on the KPIs

R-008	Ability to compare KPI's, month over month, year over year etc.
R-009	Ability to create a comparison reports of direct and indirect reports within function
R-010	Ability to create approval reports for audit purposes
R-011	Ability to create approval reports with date and time stamp
R-012	Ability to schedule reports
R-013	Ability to produce email lists
R-014	Ability to provide configurable reports/dashboard tools based on roles or function
R-015	Ability to generate related Ad hoc reporting by user defined criteria.
R-016	Ability to interface with third party applications for the purpose of consolidated management reporting and dashboards
R-017	Ability to report on all fields in the database, to establish metrics and benchmarks against this data without having to perform a labor intensive exercise
R-018	Ability to create and report all the data elements (all visible and hidden data fields) and export for additional analyses
R-019	Ability to export reports in to various formats such as excel, csv, pdf etc.
R-020	Ability to create/run ad hoc reports/queries
R-022	Ability to save reports and query
R-023	Ability to create reports/dashboards based on a number of data elements based on the business requirements
R-024	Ability to generate standard reports/statements that are legislatively required
R-025	Ability to convert the data in the reports into a graphical view (i.e., bar charts, pie charts etc.)
R-026	Ability to run "what if" scenario reports and forecasts
R-027	Ability to generate reports based on the number of hours worked by substitute employees (part-time and intermittent staff) to ensure employees do not exceed Charter and MOU required limits
ITA-156	Ability to generate charts and graphs based on report data within the system
ITA-157	Ability to Generate reports directly to MS Office, Hypertext Markup Language (HTML) or PDF formats
ITA-158	Ability to provide ad hoc and standard query capabilities (with and without input parameters
ITA-159	Ability to create and maintain a report distribution mechanism with predefined reports (e.g., monthly reports that are specific by role, organization, and location via portal or Web)
ITA-160	Ability to view previously generated reports by all users or by specific users
ITA-161	Ability to schedule reports to run automatically
ITA-162	Ability to allow print preview of all reports before printing and have print screen and selective page(s) print functionality.
ITA-163	Ability to utilize electronic spreadsheets (i.e., MS-Excel) to download information from the application and upload information into the application

ITA-164	Ability to provide for the following types of custom report writing tools that will use the application established security at the database level, including: 1) User-friendly end-user report creation without requiring technical staff or expertise to create and publish reports within the modules, 2) Graphical report-writer, 3) Reporting from multiple databases

Table C-1.6 – CR-06 – Benefits Administration – CORE

ID	Description
BA-001	Ability to interface with an external system that supports employee demographic information
BA-002	Ability to interface with a third party administrator to pass employee information and link to third party self-service for benefits transactions
BA-003	Ability to assign benefit plan codes by employee based on their classification and bargaining unit (to identify level of benefits for which each employee qualifies)
BA-004	Ability to manage employee benefit selection/enrollment on-line
BA-005	Ability to process benefit elections which have waiting periods and time limits for enrollment
BA-006	Ability to maintain benefits information for retirees
BA-008	Ability to provide cash payments in lieu of a benefit, based on a variety of variables.
BA-009	Ability to maintain employee and dependent benefit & Beneficiaries information
BA-010	Ability to track employee's coverage and coverage level based on class and bargaining unit
BA-011	Ability to prorate accruals, benefits, and salary for part-time employees
BA-013	Ability to track employee and dependent benefits by date of birth and other user-defined parameters.
BA-014	Ability to process and maintain COBRA benefits including, but not limited to, the generation of letters
BA-015	Ability to support employee self-service for all benefit enrollment and life-event changes via secure internet web access.
BA-016	Ability to identify and process payments that must continue during the leave
BA-017	Ability to accommodate both "positive" and "negative" enrollment processes (i.e., where employee must re-enroll each year or enrollment can continue automatically)
BA-018	Ability to maintain and change dependent information and beneficiary designations
BA-019	Ability to see benefit history per employees
BA-021	Ability to track hours and inform benefits group that employee is eligible for benefits - inform employee that benefits now available
BA-023	Ability to interface out of the box with major carriers - minimal programming
BA-024	Ability to use data (payroll, leave) to determine whether subsidies are required
BA-026	Ability to interface with the union benefit enrollment for data to and from systems
BA-027	Ability to trigger for additional benefits - Age 65, Retirement
BA-029	Ability to store Electronic acknowledgement of benefits (e.g., gym)
BA-030	Ability to support flex plan - third party and payroll
BA-031	Ability to support benefits information for specific groups of employees (e.g., safety eyewear, safety boot allowance)
BA-033	Ability to generate billing notices
BA-034	Ability to track information from carriers regarding payments made
BA-036	Ability to take the accurate amount of "employer pick-up" for every LACERS Member, through payroll deduction.

BA-036A	Ability to make corrections/adjustments due to, but is not limited to, contributions from retroactive salary increases due to MOU negotiations, settlement agreements with individual employees, back pay, corrections due to timing issues of Membership to LACERS, corrections in Member contributions due to corrections to pensionable salaries, etc. This automatic deduction must be made from manual checks as well as regular payroll.
BA-036B	Ability to generate reports to identify Member underpayments/overpayments of retirement contributions and enable prompt and automated corrections.
BA-036C	Ability to capture and retain documentation for overpayment/underpayment correction efforts to satisfy any internal/ external audits.
BA-037	Ability to identify / characterize each bonus as pensionable or non pensionable in order to accurately determine contributions
BA-038	Ability to identify and record changes to bonuses' categorization with respect to pensions
BA-039	Excess Benefit - Ability to calculate and pay Retirees (based on limits in the benefit plan and allowance for excesses) who exceed the benefit limit imposed by City policies/ charter/ code.
BA-040	Ability to identify employees who became LACERS Members prior to July 1, 1996. These employees are considered "grandfathered." The system should track these grandfathered individuals as no excess benefit limit amount applies to the grandfathered.
BA-041	Ability to store and update the "LACERS Retirement Membership Date"
BA-042	Ability to monitor the pension contribution limit for the different defined benefit (LACERS) plan (e.g. DB, DC) using pre-established methods (e.g. weighted average method). Contributions should be taken up to the limit unless "Grandfathered." Ability to cease the contributions for amounts that go above pre-established limits per pay period.
BA-043	Ability to capture, monitor, and annually revise the IRS compensation and benefit limits
BA-044	Ability to retain complete and historical payroll records of all employees who are or become LACERS Members, even beyond termination of the employee for number of years as required by the City (e.g. LAAC's statutorily required timeline for retirement records and the Departmental Records Retention schedule adopted by City Council.) Currently all retirement records must be maintained up to Termination of service and beyond by an additional 107 years.
BA-045	Ability to transfer / interface employment records to LACERS in a secure electronic format such as PDF and also allow for data views, download, electronic storage, electronic searches and interfaces within the LACERS environment.
BA-046	Ability to generate a report that tracks employees' ERIP contributions

BA-047	Ability to generate a report that tracks the true-up amount of the City's employer contribution to LACERS. The City's contribution to LACERS is the estimated covered payroll amount adopted at the beginning of the FY multiplied by the City's contribution rate (calculated by LACERS' actuary). A true-up of the estimated covered payroll versus the actual covered payroll is determined toward the end of the FY, and that difference is adjusted in the next year's City contribution amount.
BA-048	Ability to include workflow based validation during entry of critical employee data e.g. title, step, range, and corresponding salary.
BA-049	Ability to configure/ set-up validation rules during pay run as determined by City Charter/ code e.g.: An employee is not to be paid unless there was compensated time before and after a holiday If hours over 80 are input in one pay period which is not related to overtime Reject a Retired LACERS Member from being rehired in a full-time regular position. (Refer to LAAC Sec. 1164 >>) change of classification in the middle of a pay period. This should be disallowed as it causes one retirement contribution of the whole pay period for each classification Employees who changes social security numbers Search for duplicate social security numbers in the HRP
BA-050	Ability to set-up/ define tiered unique benefit plans (e.g. Tier 1, Tier 2, etc.). Each plan can have specific contribution limits, and terms, etc.
BA-051	Ability to flag and identify set of employees who are eligible for different tiers/ benefit plans as an exception due to pre-defined rules (e.g. employees otherwise only eligible for Tier 1 can also be eligible for Tier 3 if they worked with the City during certain time period)
BA-052	Ability to report on hiring hall employees labor and benefits costs.
BA-053	Ability to generate reports for hiring hall employees based on specific criteria (e.g., MOU, Job class, etc.)
BA-054	Ability to calculate hiring hall benefits based on MOU, Job Class, and Pay Grade
BA-055	Ability to calculate hiring hall benefits and generate payment to appropriate Trustee
BA-056	Ability to produce audit reports (based on specified criteria) for various Trustees
BA-057	Ability to produce external vendor reports (based on specified criteria)
BA-058	Ability to set date when the employee becomes eligible for benefits (e.g. first day of work or first day of paycheck)

Table C-1.7 – CR-07 – Compensation – CORE

ID	
CA-001	Ability to enter, identify and store salary transactions which include multiple components of pay [e.g. 4% increase includes 2% merit and 2% range move]
CA-002	Ability to pull a report of employees who are outside of guidelines (i.e., a list of employee with above or below guideline requirements
CA-003	Ability to calculate the employee's new pay rate rounded to the nearest 2nd decimal place
CA-005	Ability to create automatic table-driven pay increases based on days/hours worked and/or time in grade/step
CA-006	Ability to track eligibility for particular compensation mix according to various job attributes (e.g., MOU)
CA-008	Ability to pre-load forecast salaries with future effective dates so as to manage raises coming due and automatically produce electronic notification as salary plan increase dates approach
CA-012	Ability to process salary changes as either a % or flat dollar amount
CA-013	Ability to override an individual or group's salary change %
CA-015	Ability to display Annual earnings of prior year.
CA-016	Ability to calculate employee's new salary after salary increase % or lump sum has been uploaded
CA-019	Ability to display HR comments (text field)
CA-020	Ability to add in comments for an individual employee
CA-021	Ability to fund employee compensation from multiple sources
CA-023	Ability to add/move/delete an employee during the live process
CA-026	Ability to submit a transaction on an employee which results in a compensation change (e.g., step progression)
CA-027	Ability to provide a warning when a manager submits a transaction that does not comply with guidelines and/or MOU rules
CA-028	Ability to make changes to the behind the scenes calculations while the tool is live without causing issues with the recommendations or workflow (e.g., incorrect elements being included in the budget).
CA-033	Ability to deliver the compensation statement including but not limited methods: (1) print, (2) online through tool to employee, (3) E-mail (pdf)
CA-035	Ability to provide a Total Rewards Statement that can be configured by the City of LA. The information should be able to import from an external system or other 3rd party providers. Ideally, this statement will illustrate a consolidated view of an employee's total compensation and benefits.
CA-042	Ability to set up Elected Official's salary as a flat rate based on Municipal Code.
CA-043	Ability to process payroll/ benefits etc. for each MoU per the respective MoU/ City Charter/ Admin Code or City ordinances. Please refer to "MOU Analysis" spreadsheets for detailed analysis of MoUs as on October, 2017

Table C-1.8 – CR-08 – Employee / Labor Relations – CORE

ID	Description
ER-001	Ability to incorporate internal validation into employee data changes (e.g., Form 41, effective dates)
ER-002	Ability to move employees automatically using union contract rules (bumping)
ER-005	Ability to fund payroll from different sources
ER-006	Ability to validate data entry against MOU requirements
ER-007	Ability to require fields to execute a change (e.g., reason for a bonus)
ER-008	Ability to easily view history for an individual
ER-009	Ability to track grievances
ER-010	Ability to track arbitrations
ER-011	Ability to have role based access to information (e.g., seal grievance)
ER-012	Ability to have role based ability to update information
ER-013	Ability to maintain different dates for actions with different associated workflow
ER-014	Ability to support position control
ER-017	Ability to automate position changes associated with reductions in force (e.g., bumping)
ER-018	Ability to do historical analysis – "as of date"
ER-019	Ability to do sub-analyses based on code within an MOU (e.g., all in Police department that has a bi-lingual bonus)
ER-020	Ability to have discrete codes for specific business requirements

Table C-1.9 – CR-09 – Onboarding & Flex Workforce – CORE

ID	Description
OFW-001	Ability to manage hiring of employees, including initial employee-level setup for personal and job-related data
OFW-003	Ability to track completion of hire/processing activities (e.g., I-9 employment eligibility) using pre-defined procedures
OFW-004	Ability to notify applicant that additional documentation is needed for hire (e.g., degree, INS documentation, certifications, etc.)
OFW-005	Ability to put an eligible applicant on hold until department confirms needed information for hiring (e.g., degree, INS documentation, certifications, etc.)
OFW-007	Ability to integrate data across including but not limited to Performance, Compensation and Recruitment (ATS)
OFW-008	Ability to generate an employee number (or departmental serial number e.g. LAPD) prior to start date
OFW-009	Ability to have the system determine the appropriate salary step based on hire type
OFW-010	Ability to handle gaps in service and adjust impacted accumulators
OFW-012	Ability to create a requisition requesting a temporary worker
OFW-013	Ability to use workflow to obtain approvals for flexible worker
OFW-014	Ability to send requisition to external agencies (e.g., 3rd party temporary worker agency, hiring hall)
OFW-015	Ability to view / manage the fulfillment of the requisition
OFW-016	Ability to track flexible worker assignment
OFW-017	Ability to track flexible worker hours in real time
OFW-018	Ability to pay flexible workers
OFW-020	Ability to enforce policies regarding length of flexible worker assignment (e.g., require 3 month wait before re-hire)
OFW-022	Ability to track information about volunteers
OFW-023	Ability to maintain a list of "seasonal" hires for future contact
OFW-024	Ability to monitor and/or limit hours worked in a temporary assignment as well as send notifications when limit is approaching
OFW-025	Ability to auto-populate forms with new employee information based on initial personal data set-up (possibly create outbound data feed from Neogov)
OFW-027	Ability to assign mandatory (and recommended) online training to the new employee.
OFW-029	Ability to search payroll system to determine duplicate employee numbers and/or social security numbers/provide error report when duplicate records found
OFW-030	Ability to rescind employee number/ serial number if the employee is a no-show
OFW-031	Ability to hold back the benefits until specified ruleset (e.g. LAPD does not allow benefits until first paycheck is issued)
OFW-032	Ability to override salary step rules for specific departments.
OFW-033	Ability to create different workflows for different departments (e.g. city clerk personnel need to be in Mayor/ council workflow)

OFW-034	Ability to track/comply with FLSA rules for flexible worker hours between City agencies, for employees in more than 1 Department.

Table C-1.10 – CR-10 – Separations & Absences – CORE

ID	Description
EL-001	Ability to track leave by type of leave (e.g., vacation, comp time, administrative, jury duty, sick, military, workers compensation, maternity, personal, family leave, light duty, leave without pay, holiday, etc.), hours accrued, accrual frequency (e.g., monthly, pay period, etc.), automatic adjustments based on length of employee service, carryover balances and accrual limits
EL-002	Ability to set a trigger file for notification for expiration of a type of leave status (e.g., Maternity Leave, expiration of a temporary position, etc.)
EL-003	Ability to trigger required supporting documentation based on type of leave (e.g., Maternity Leave, State Disability Insurance, doctor's notes, etc.)
EL-004	Ability to track concurrent leave status (e.g., maternity leave with sick leave)
EL-005	Ability to track leave used "in lieu" of sick leave
EL-006	Ability to track eligibility and qualifications for leave
EL-007	Ability to track a pooled leave program (e.g., pool sick, vacation, etc.)
EL-008	Ability to track and accrue sick and vacation hours and floating dates
EL-009	Ability to track emergency appointments
EL-010	Ability to request leave through self-service
EL-011	Ability to split leave pay with different type of leave banks (e.g., employee is on two different leave types simultaneously)
EL-012	Ability to pay State rate disability rather than SDI
EL-013	Ability for employees to use leave instead of sick pay
EL-014	Ability to maintain a 'Catastrophic Illness Pool' for use by employees who have exhausted all other options for paid time off
EL-015	Ability to view disability information for employees transferring from other departments.
EL-016	Ability for employees to supplement disability state rate of with other pay such as vacation.
EL-017	Ability to verify Medical Services clearance is received before returning sworn employee to work.
EL-018	Ability to create a rule set to adjust vacation time and other benefits accrual when an employee is on leave.
EL-019	Ability to create a rule set for employees who are absent without permission or on suspension. (Adjust vacation accrual, anniversary date, etc.)
EL-020	Ability to set up different workflows for employees on leave while on probation.
EL-021	Ability to set up special rule sets for employees on 24 hour shifts.
EL-022	Ability to track permanent work restrictions and status of how employee is being paid - Workers Compensation, Disability or waiting accommodation
EL-023	Ability to report disability or injury through self-service (manager or employee)
EL-024	Ability to calculate disability benefits according to organizational rules
EL-025	Ability to track Illness & Injury Incidents including Claim Status, Hrs per day, Last Day Worked, Waiting Period, First Day Paid, 3rd Party Claim (Y or N), Date claim approved, Date Claim Paid, Date STD expires, RTW Date, 3rd Party Claim re-paid, % of reimbursement, Tracking Comments, Attach documents

EL-026	Ability to calculate the disability rate based on the wage rate or other rules
EL-027	Ability to send notifications regarding a disability / injury re-occurrence
EL-028	Ability to perform validations and send notifications regarding anomalies
EL-030	Ability to restore sick time or vacation time when disability is converted (Ability to calculate overtime)
EL-031	Ability to Import information into IVOS for claims management
EL-032	Ability to track injury type
EL-033	Ability to capture disability status and payment codes
EL-034	Ability to pay disability / Workers Comp / Injury on Duty claims through payroll
EL-035	Ability to submit disability claims through direct access / self-service
EL-036	Ability to store work restrictions in employee record
EL-037	Ability to create OSHA reporting
EL-038	Ability to manage the end to end off boarding process including internal notifications
EL-039	Ability to maintain employee personnel history online beyond the life of the employee, and payroll detail for a defined period of time
EL-040	Ability to provide employee separation information as a result of exit interview including reason(s) for separation by user defined fields from a pick list, length of service, length of time in position(s) and department(s), departmental turn-over for employees that transferred to other departments, turnover by budgeted class (including temporary employees), turnover during probationary period (Y/N), supervisor/manager name
EL-041	Ability to track departmental turnover for employees that transferred to other departments
EL-042	Ability to freeze and retain sick leave for terminating employee
EL-043	Ability to support employee termination options (e.g., deferred pension or cash out)
EL-044	Ability for terminated employees to access self-service for limited transactions (e.g., address change)
EL-045	Ability to track number of hours used for leave
EL-046	Ability to track number of days used for workers' compensation leave
EL-047	Ability to track remaining number of hours/days for leaves
EL-048	Ability to track more than one leave at a time, such as leave for employee combined with leave for family member
EL-049	Ability to track employees on leave but not using sick time
EL-050	Ability to automatically stop accrual of vacation hours once employee hits hours threshold
EL-051	Ability to adjust vacation for suspensions, including for those employees on a 24-hour schedule
EL-052	Ability to track temporary and permanent work restrictions and accommodations, and to capture employees who have been accommodated when they are reassigned/transferred

EL-053	Ability to manage civilian to sworn hiring and termination from originating department, and conversion of sick time
EL-054	Ability to release employees at any time when transferring from one department to another
EL-055	Ability to process transactions across departments
EL-056	Ability to set up a catastrophic sick bank for employees.
EL-057	Ability to generate a report on accumulated banked time (sick, overtime, vacation…) by employee, dept., mou, job class and by period

Table C-1.11 – CR-11 – Time & Attendance – CORE

ID	
TA-002	Ability to capture hours worked, Paid Time Off, absence, vacation, and holiday time, for hourly and salary employees.
TA-003	Ability to support timesheet entry for salaried employees (either positive or exception based)
TA-004	Ability to provide timesheet entries either daily, weekly or according to any frequency or event, depending on departmental requirements.
TA-005	Ability to capture, validate and allocate time against multiple fields within timesheets, including organization cost objects, restricted projects, unpaid work hours, location worked.
TA-006	Ability to restrict new time charges to a work order while still allowing commitments / accounts payable / billing transactions against the work order.
TA-007	Ability for project staff roster validation during time entry process.
TA-008	Ability for multi-dimensional timesheet coding capabilities to capture actual work hours, costs and revenue in alignment with budgets. Must support organization standard coding requirements as well as organization specific and project unique coding requirements
TA-009	Ability to capture contractor (non-employee) time and costs in the system (for accounting purposes).
TA-010	Ability for people with appropriate access to make adjustments to reported time where necessary
TA-011	Ability to configure to require that Managers review and approve timesheets.
TA-016	Ability to capture costs at a line item level during initial timesheet data entry and have this data automatically feed into overtime ERP modules (HR, Payroll, Project systems, Finance, Billing). Should maintain an audit trail of all detail.
TA-015	Ability to provide timesheet functionality in the system which collects information needed for payroll reconciliation and balancing.
TA-017	Ability to show employee attendance, vacation, holidays, personal days, sickness, overtime and absences
TA-018	Ability to connect timesheet approvers and approval roles to organizational role.
TA-020	Ability to capture scheduled and actual start and end time
TA-022	Ability to capture time by work location (State, Locality) for tax purposes
TA-024	Ability to send notifications when time is omitted
TA-025	Ability to capture time across City departments in a single system (multiple schedules, codes, workflow)
TA-026	Ability to record source of time information
TA-027	Ability to track time accumulations and send notifications when thresholds are reached (e.g., no vacation time left)
TA-030	Ability to view employee deployment in real time (i.e., see where people are working / see assignment)
TA-032	Ability to submit time corrections for current and prior pay period
TA-035	Ability to accrue time for specific purposes (e.g., vacation, sick) using different accrual rules
TA-036	Ability to track a wide variety of time types (regular time, Injured on Duty, Floating Holiday, etc.)
TA-038	Ability to track allowable time based on defined rules related to employee entitlement

TA-039	Ability to categorize time (e.g., move floating holiday to sick time)
TA-040	Ability to apply wage modifiers to time (e.g., bi-lingual allowance, equipment allowance)
TA-041	Ability to adjust time retroactively
TA-042	Ability to restore time to the correct accumulator
TA-044	Ability to submit reimbursable mileage along with time
TA-046	Ability to future date time submissions
TA-047	Ability to manage multiple work schedules (40 hour week, 9-80s, etc.)
TA-048	Ability to capture time in increments below an hour (e.g., defined number of minutes)
TA-049	Ability to associate time with a funding source
TA-052	Ability to assign wage modifier codes (temporary or permanent) as part of time submission
TA-054	Ability to allocate submission across multiple work orders
TA-055	Ability to filter time codes and display only applicable codes to submitter
TA-056	Ability to capture floating holidays per MOU requirements
TA-059	Ability for employees to pre-select work orders, tasks and subtasks pertaining to their work.
TA-060	Ability to create reusable work list (combination of work order, task and subtask).
TA-061	Ability to enter validated work order, task subtask directly without using work list
TA-065	Ability to print pdf timesheet for those who like to keep paper records.
TA-068	Ability to select appropriate bonus when multiple ones are authorized.
TA-069	Validation of 80 HW-type hour pay period requirement.
TA-070	Validation of whole-hour requirement for certain variation codes (VC, SK, etc.)
TA-071	Validation of whole-day requirement for certain variation codes (e.g. FH.)
TA-072	Validation of half-day requirement for certain variation codes (e.g. PL.)
TA-073	Validation of CTO balances(SK, VC, etc) during time entry.
TA-075	Ability to display of CTO balances
TA-076	Ability to request work schedule change.

TA-084	Ability to automatically lock supervised employee timesheets after they are approved.
TA-085	Options to view descriptions of entered Work order, task and subtask in a timesheet of supervised employee.
TA-091	Ability to approve or deny work schedule change requests based on automatic FLSA evaluation.
TA-093	Ability for managers of higher level to assign authority from one supervisor to another
TA-106	Ability to review and approve timesheet correction/adjustment
TA-112	Ability to manage timekeeper authority.
TA-116	Ability to create custom roles for all aspects of time keeping related workflow, e.g. coordinator, supervisor, timekeeper, division manager, payroll clerk, personnel approver, paycheck distribution clerk, project manager, labor report generator, timesheet correction approver, work order requestor and modifier, task/subtask creator and modifier, bonus requestor and approver, etc. and provide easy-to-use user interface to grant relevant authorities to each of them.
TA-117	Ability to grant timekeeper authorities to handle timesheets for defined organizations.
TA-119	Ability to grant supervisor authorities to approve timesheets, approve time-off requests, approve work schedule change, activate/deactivate work orders, create assignments, set assignment priorities, create labor reports for defined organizations.
TA-120	Ability to grant division manager authority to approve bonus requests, approve timesheet corrections for defined organizations.
TA-125	Ability to provide audit trail of all activities on employee profiles, work order file, and signature approvals.
TA-126	Ability to create reusable templates for employees assigned to timekeeper
TA-127	Ability to create validated work list(work orders, task and subtask) for assigned users.
TA-130	Ability to view and edit individual timesheets.
TA-131	Ability to view and edit timesheets for employees as a group.
TA-132	Ability to set default task and subtask for a group of employees
TA-133	Ability to authenticate and encrypt all signatures using one-way encryption technology
TA-134	Ability to attach encrypted signatures to each significant record.
TA-135	Ability to request all CTO items online. Hours requested will be entered into timesheet automatically and supervisors is notified by E-Mail
TA-136	Ability to apply specific payroll hour rules on CTO requests.
TA-137	Ability for supervisor to approve or deny CTO item requests. Employee will receive E-mail notification.
TA-138	Ability to remove all denied requests from employees' timesheets automatically and stored permanently in historical tables.
TA-140	Employees have ability to review, retract or archive previously submitted Blueslip requests
TA-141	Supervisors have ability to withdraw and archive previously approved requests.
TA-142	Applicable FLSA rules as specified by CAO are incorporated into the system as an easy-to-maintain programming module..
TA-143	Automatically identify employees who are overtime FLSA exempt and present recommended hours based on work schedule.
TA-144	Interactively warnings to employees who are about to incur FLSA overtime.
TA-145	Automatically calculate and display FLSA overtime hours incurred on employee timesheets.

TA-147	Scheduled job automatically identifies FLSA violations and alerts supervisor and Personnel employees through E-Mail.
TA-148	Departmental and supervisor level FLSA incident audit.
TA-151	Ability to enforce multiple-level, coordinator, division, manager, payroll and Personnel, bonus request and approval workflow.
TA-153	Ability to define hiring hall bonus base rates.
TA-154	Ability to calculate rates of multiple bonuses for single hour.
TA-155	Ability to re-calculate and modify approved hiring hall bonus request due to late change in notification
TA-156	Ability to define and enforce effective length of bonuses.
TA-161	Multiple level management certification of validity of bonuses.
TA-170	Options to choose funding source for overtime payments.
TA-171	Options to approve overtime payment for selected employees.
TA-172	Ability for authorized users to request new work orders and automatically update FMS table real time or through batch job.
TA-173	Ability for authorized users to update existing work order and automatically update FMS table real time or through batch job.
TA-174	Ability for authorized users to request new task or subtask and automatically update FMS tables real time or through batch job.
TA-175	Ability to provide part-time employee work hour monitoring tool to calculate part time employee work hours in the last two service years.
TA-176	Ability to set custom alert threshold so supervisors be warned pending work hour overage to avoid unplanned status change.
TA-183	Ability to display assignments by priority.
TA-185	Ability to calculate overtime automatically based on clock in/out time and work schedules and enter into timesheets.
TA-186	Ability to adjust time calculation automatically based on holiday make-up schedules for 9/80 and 4/10 employees.
TA-189	Ability for supervisor to clock in/out for a crew of employees.
TA-192	Automatically identify employees who are overtime under direct deposit.
TA-193	Ability for payroll to adjust employee direct deposit status.
TA-196	Automatic reporting tools for check distribution clerks to report and manage unclaimed checks
TA-197	Ability for employees to sign electronically for pick-up checks.
TA-198	Ability for Payroll to manage returned checks.
TA-199	Ability to encapsulate time-entry processing logic into self-contained programming modules and deliver through Web services architecture so any modern external application can be integrated without understanding of City timekeeping and payroll rules.

TA-201	Ability to integrated with Vehicle Management System(VMS) through retrieving data from VMS database and calling timekeeping system programming modules.
TA-203	Ability to provide drill-downable labor Cost Report that allows users to obtain real time or historic labor cost information by Division, Organization, Employee, Timesheet Date, Fiscal Year, Pay Period, Job Class, MOU, Pay Status, Variation Code, Work Order, Task, Subtask, Work Date
TA-206	Ability for users to save labor cost report templates and rerun or modify in a later date.
TA-211	Ability to generate Accountable Mileage Report for Two Pay Period (MOU 5)
TA-212	Ability to generate Actual Mileage Report for Two Pay Period (MOU 19)
TA-214	Ability to generate Employee used FMLA variation code
TA-215	Ability to submit timesheets to PAYSR
TA-217	Ability to create different roles for all aspects of time keeping related workflow, e.g. supervisor, timekeeper, division manager, payroll clerk, personnel approver, paycheck distribution clerk, etc. and provide easy-to-use user interface to grant relevant authorities to each of them.
TA-218	Ability to view and edit individual mileage statements.
TA-219	Ability to submit and edit overtime request for individual
TA-226	Ability to conduct validations based on different rules on submission of timesheets e.g. Validation of half a hour increment requirement for certain MoUs; Validation of worked overtime hour against overtime mileage
TA-255	Ability to track the part time employee's qualifying hours worked which then will transition them into earning permanent CPTO (compensated time off which can be used as vacation time)
TA-257	Ability to support employees who enter no time (e.g., elected officials)
TA-259	Ability to view who last updated or approved time and when
TA-260	Ability to include comments or remarks in time record
TA-261	Ability to display an employee's MOU and FLSA designation (salaried or non-salaried) in the time record
TA-264	Ability for employees to view current pay, job class, work schedule, and time history in time record

Table C-1.12 – OR-01 – Benefits Administration – OPTIONAL

ID	Description
BA-007	Ability to efficiently create Burdens and Benefits report portfolio with employee labor dollar markup and class/contract type details. A capability to bill burdens to different projects/cost centers.
BA-012	Ability to track employee benefits by date of hire
BA-020	Ability to see where employees are opting out of coverage and reason
BA-022	Ability to support automatic workflow based on retirement status changes
BA-025	Ability to support benefits workflow for appropriate disposition related to termination
BA-028	Ability to enroll ahead of start date
BA-032	Ability to send information to 3rd party providers to support Executive physicals
BA-035	Ability to show employees side by side comparisons of benefit choices

Table C-1.13 – OR-02 – Compensation – OPTIONAL

ID	Description
CA-004	Ability to forecast, record and retain multiple components of compensation: base, bonuses, incentives, one-time awards
CA-007	Ability to extract current employee-level pay rate information to worksheets and [after adjustments/updates]upload changes to the system
CA-009	Ability to provide an Executive Review Report with all their direct and indirect reports displaying total budget vs. actuals
CA-010	Ability for to view compensation distributions by leader(s)/hierarchy, location(s), Business Unit(s), Employee Level(s), and/or Cost Centre's with the ability to drill down to individual names.
CA-011	Ability to provide information on date of last compensation increase
CA-014	Ability to show to Managers the compensation information related only to employee directly or indirectly supervised.
CA-017	Ability to include approval workflow for compensation transactions
CA-018	Ability to make equity adjustments.
CA-022	Ability for managers to view only (no edit capabilities) historical compensation data
CA-024	Ability to set the number of levels of approval by process or compensation program
CA-025	Ability to filter or sort the view of supervised employees by various data elements.
CA-029	Ability to show multiple compensation processes/programs under a single manager.
CA-030	Ability to compare employee compensation side by side
CA-031	Ability to generate a different compensation statement for each program; only one compensation statement type for each employee
CA-032	Ability to generate a Compensation statement based on all components of the plan
CA-034	Ability for a manager to select a narrow a list of employee's who need a statement to be printed or emailed for all their direct and indirect employees
CA-036	Ability to integrate with 3rd party compensation vendors for data/market compensation modeling
CA-037	Ability to analyze and model internal pay structures against market rates and evaluate costing scenarios
CA-038	Ability to implement new pay structures using job evaluations, market data and internal data
CA-039	Ability to perform analysis for pay equity
CA-040	Ability to calculate and display the employee's current comp ratio (Current Salary/Midpoint of their band)
CA-041	Ability to analyze pay competitiveness for several pay structures

Table C-1.14 – OR-03 – Employee/Labor Relations – OPTIONAL

Worksheet	ID	
OR-03-EmployeeLabor Relations-O	ER-003	Ability to model change scenarios / forecasting (e.g., cost of offering additional day of paid time off)
OR-03-EmployeeLabor Relations-O	ER-004	Ability to report on differences between pay grades
OR-03-EmployeeLabor Relations-O	ER-015	Ability to interface with the budget system
OR-03-EmployeeLabor Relations-O	ER-016	Ability to create budget projections based on position
OR-03-EmployeeLabor Relations-O	ER-019	Ability to do sub-analyses based on code within an MOU (e.g., all in Police department that has a bi-lingual bonus)

Table C-1.15 – OR-04 – Onboarding & Flex Workforce – OPTIONAL

ID	Description
OFW-002	Ability to inform all stakeholder departments of new employee and start date
OFW-006	Ability to store external documents associated with the employee as attachments within the HRMS
OFW-011	Ability to reverse new hire record and send notifications for "no-shows"
OFW-019	Ability to send notifications alerting worker and supervisor regarding assignment end date
OFW-021	Ability to notify other groups of flexible worker assignment and anticipated start date (e.g., security)
OFW-026	Ability to create customized Welcome pages to introduce the new hire to their team.

Table C-1.16 – OR-05 – Separations & Absences – OPTIONAL

ID	Description
EL-029	Ability to send a notification when hours are submitted for employee whose status is Disability or Workers Compensation

Table C-1.17 – OR-06 – Time & Attendance – OPTIONAL

ID	Description
TA-001	Ability for managers to view the employees' schedules and the overall schedule.
TA-012	Ability to configure timesheets which can show actual hours reported versus budgeted hours allowed.
TA-013	Ability to capture clocked time and interface with external time clock systems.
TA-014	Ability to accept time from work management systems that log start and end times
TA-019	Ability to support time exception reporting
TA-021	Ability to send alerts to timekeepers and/or managers (e.g., if employee has missing time or overtime anomalies)
TA-023	Ability to send a notification when certain time codes are used
TA-028	Ability to send schedule notifications to employees (e.g., job assignments)
TA-029	Ability to submit time through mobile devices
TA-031	Ability to validate time submitted against MOU requirements for time and overtime work rules
TA-033	Ability to pre-approve time submissions (e.g., pre-approve overtime requests)
TA-034	Ability to process overtime positive and negative time submissions
TA-037	Ability to pre-populate holiday time in the time record for specified groups of employees
TA-043	Ability to include schedule information and validate time against schedule
TA-045	Ability to submit time by barcode scan
TA-050	Ability to dynamically assign authority for time approvals (e.g., approval may overtime be by hierarchy)
TA-051	Ability to submit time by type of work done
TA-053	Ability to associate bonus codes with time at the hourly level or below
TA-057	Ability to calculate Fiscal Year, Pay Period and Pay Week based on login or targeted date.
TA-058	Ability to enter holidays.
TA-062	Ability to create/edit unlimited numbers of reusable timesheet templates to facilitate time entry
TA-063	Option to enable auto-complete work order entry
TA-064	Charge work hours to pre-defined projects with customized English names without having to remember work order, task and subtask.
TA-066	Ability to view and print weekly summary for entire fiscal year.
TA-067	Ability to apply pre-authorized bonus to timesheet automatically when "Bonus Apply" option is selected.
TA-074	Ability to notify supervisor automatically through email when timesheet is signed.

TA-075	Ability to display of CTO balances
TA-076	Ability to request work schedule change.
TA-077	Ability to search an electronic organizational chart for the ease of communication with overtime users
TA-078	Calendar view monthly planner that depicts all day offs and link to affected timesheets.
TA-079	Ability to navigate to timesheets in prior periods/years quickly.
TA-080	At least three weekly automatic E-Mail reminders to alert each user and supervisor of missing or unsigned timesheets.
TA-081	Ability to approve timesheets in batch or individually. Automatic email notification of approval to employees.
TA-082	Ability to notify supervisor automatically through email when supervised employee timesheet is missing or novertime signed.
TA-083	Ability to modify employee timesheet. Automatically remove employee signature when changes are made and E-Mail reason of change to employee.
TA-086	Ability to view details of supervised employee timesheet through links on batch approval page.
TA-087	Ability to conduct "one-click" navigation of detail timesheets of every employee in a group
TA-088	Ability to view/edit supervised employee profile, reset employee password and assign work orders to employees.
TA-089	Ability to set acceptable level of clock in/out time variation for specific employee
TA-090	Ability to change employee work schedules.
TA-092	Ability to delegate authority to approve overtime
TA-094	Ability to initialize prior period timesheet corrections with no time limit.
TA-095	Ability for division managers to review and approve timesheet corrections.
TA-096	Ability to temporarily activate or de-activate work orders.
TA-097	Ability to set default work order for supervised employees for automatic time calculation on mobile devices
TA-098	Ability to view unsigned timesheets of all supervised employees.
TA-099	Ability for upper level manager to drill-down to all levels of supervised employee timesheets.
TA-100	Ability to view and edit individual timesheets and automatic E-Mail notification of reason of change.
TA-101	View and edit timesheets for employees as a group.
TA-102	Interactive reports to display missing timesheets and email corrective notification
TA-103	Interactive reports to display unsigned timesheets and email corrective notification
TA-104	Interactive reports to display irregular timesheets and email corrective notification
TA-105	Ability to review and approve bonus requests that require rate calculation.
TA-107	Ability to submit timesheet correction/adjustment in batch
TA-108	Ability to close the pay period and submit all finalized time entries
TA-109	Options to lock/unlock timesheet for pay period closing processing.

TA-110	Interactive reports of submitted/unsubmitted timesheets
TA-111	Options to approve and submit overtime selectively.
TA-113	Ability to send on-demand email reminder of missing or unsigned timesheets.
TA-114	Ability to remove approvals for selected timesheet and notification be sent automatically.
TA-115	Ability to edit time-entry related employee profile.
TA-118	Ability to grant coordinator authorities to request for defined organizations.
TA-121	Ability to grant paycheck distribution clerk authorities to create and maintain check distribution group and printout auditable check distribution worksheets for defined organizations.
TA-122	Ability to grant Personnel department employee authority to manage bonus requests for any organizations.
TA-123	Ability to provide Interactive searchable organizational chart to allow quick view of organization structure.
TA-124	Ability to reorganize reporting structure using the graphical orgchart for authorized users.
TA-128	Ability to pre-load timesheets for selected employees of a group
TA-129	Ability to pre-print timesheets for selected employees of a group.
TA-139	Denied requests are displayed on overtime supervisor and employee screens. Overtime have options to re-approve or re-submit requests.
TA-146	Interactive tools to assist supervisors to evaluate possible future FLSA impact due to schedule change.
TA-149	Ability to define applicable bonus codes
TA-150	Ability to associate class codes to bonus codes.
TA-152	Ability to use automatic emails to facilitate bonus request and approval work flow.
TA-157	Automatic E-Mail notification of bonuses expiration.
TA-158	Automatic and controlled renewal of expiring bonuses.
TA-159	Automatic employee level bonus validation and rendering.
TA-160	Department-wide bonus audit.
TA-162	Ability to provide graphical calendar view of supervised employee day-off for coverage management
TA-163	Ability for supervisors to create job assignment with location and cost accounting identifiers, assign one or more employees to the job and list it in employees' timesheets automatically.
TA-164	Ability to search all city-own property addresses and embed them with job assignments.
TA-165	Ability to search every address within the boundary of the city and embed it with job assignment.
TA-166	Ability to notify employees through email or text when job is assigned.
TA-167	Ability for supervisors to prioritize job assignments and display on employees' device accordingly .
TA-168	Ability to customize priority settings.
TA-169	Ability to "Command and Control" center for managers to view real-time status of job in progress.
TA-177	Ability to provide reports about the work assignment pattern of part time employees.
TA-178	Ability to clock in / clock out through mobile devices.
TA-179	Ability to adjust clock in/out time automatically based on pre-defined acceptable variation.

TA-180	Ability for supervisor to assign jobs to employee through cellphone
TA-181	Ability to delegate supervisor authority through cellphone.
TA-182	Ability to view assignments on cell phones.
TA-184	Ability to start or stop jobs through cell phones and work hours are automatically entered into timesheet with cost accounting information embedded.
TA-187	Ability for employees to send job information including text and picture from cellphone and to be viewed by supervisors in desktop timesheet application.
TA-188	Ability for customers to provide graphical signature on mobile devices.
TA-190	Ability for supervisor to start and stop job for a group of employees and automatic timesheet entries for all in a group.
TA-191	Automatic calculation of hours for each job and complete timesheet entry.
TA-194	Automatically to generate check distribution forms based on organizational structure.
TA-195	Ability to generate check distribution forms based on work location.
TA-200	Ability to encrypt data transmission for external applications.
TA-202	Ability to integrate with traditional third party systems through batch processing.
TA-204	Ability to provide users to define prospective to highlight desired information.
TA-205	Ability to provide drill-down bonus report to display summarized and detail bonus information.
TA-207	Ability for users to share labor cost report templates with overtime user
TA-208	Options to lock/unlock mileage statement for pay period closing processing.
TA-209	Ability to close the pay period and submit all finalized mileage entries
TA-210	Interactive reports of submitted/unsubmitted mileage statements
TA-213	Ability to generate detailed overtime report
TA-216	Ability to remove approvals for selected mileage statement and notification be sent automatically.
TA-220	Ability to view individual missing overtime request
TA-221	Ability to request all CTO items online and supervisors is novertimeified by E-Mail
TA-222	Ability to generate Employee Insurance Expire report
TA-223	Ability to generate Employee Driver License Expire report
TA-225	Ability to define and remove Holidays
TA-227	Ability to create/delete timesheet template
TA-228	Ability to auto insert mileage based on ruleset
TA-229	Ability to view/edit supervised employee profile and assign work orders to employees.
TA-230	Ability to view and/or edit overtime request with submitted, tentative and/or approved status
TA-231	Ability to view posted (paid) overtime

TA-232	Ability to define overtime privileges for subordinate: Eligible for overtime (None, Employee Submit or Supervisor Submit)
TA-233	Ability to define overtime privileges for subordinate: overtime approval right (None, Section or Bureau)
TA-234	Ability to submit overtime request for employees within the department with eligibility to work overtime and auto approve overtime request
TA-235	Ability to view and/or edit subordinate overtime request with submitted, tentative and/or approved status
TA-236	Ability to verify approved overtime hour against the worked overtime hour
TA-237	Ability to define and/or remove holiday
TA-238	Ability to remove delegation between supervisor
TA-239	Ability to create/remove overtime Group
TA-240	Ability to assign FMI Organization Number to overtime Group
TA-241	Ability to defined/edit overtime group's budget
TA-242	Ability to defined the required overtime approval level of an overtime group (1 or 2 level)
TA-243	Ability to defined overtime Group hierarchy
TA-244	Ability to defined if an overtime Group can edit its own and lower overtime group's overtime budget
TA-245	Ability to defined overtime cash
TA-246	Ability to generate overtime cash balance report
TA-247	Ability to generate overtime usage report
TA-248	Ability to process approve overtime base on cash on hand
TA-249	Ability to generate overtime budget remaining report
TA-250	Ability to generate overtime budget transfer report
TA-251	Ability to final approve overtime request
TA-252	Ability to approve declined overtime request
TA-253	Ability to validate estimated overtime cost against the group's available budget
TA-254	Ability to track all part time employee hours paid up to their anniversary date and to renew the count every anniversary date.
TA-256	Ability to track 'Pupil Free Day' usage. This varies based on the different MOU's.
TA-258	Ability to provide warnings when groups of employees are approaching a time limit (e.g., intermittent employees, 120 day employees)
TA-262	Ability for salaried employees to enter over 80 hours per pay period for internal tracking but only be paid for 80 hours
TA-263	Ability to send notification of time changes made after internal deadlines
TA-265	Ability to adjust hours to meet number of pay period hours for shifts (e.g., pay for 112 hours per pay period even if shift cuts across pay periods)

Table C-1.18 – FR-01 – Talent Acquisition – FUTURE

ID	Description
TAR-001	Ability to forecast, develop, and revise staffing plans
TAR-002	Ability to support and create/edit multiple recruitment workflows with different steps/status (e.g., hourly versus salaried, additional approvals required by department, etc.)
TAR-003	Ability to move each candidate in the workflow easily with minimal face to face training for the Hiring Manager, Recruiter or HR Business Partner
TAR-004	Ability to track applicants through the entire recruiting process (e.g., Recruitment, Testing, Selection, Placement / Offer, Transfers, Promotions, Discipline, Relocation)
TAR-005	Ability to configure the landing/home page for departmental branding and color scheme.
TAR-006	Ability to brand the candidate/applicant web pages
TAR-007	Ability to manage activity in the internal and external hiring process, including evaluations, interviews, offers, acceptances, disposition of application (applicant tracking)
TAR-008	Ability to support volume recruitment, using automated forms, streamlined for efficient, rapid processing of hundreds of new employees for benefits enrollment and payroll administration, within the same pay period.
TAR-009	Ability to send ad hoc correspondences to the Hiring Manager
TAR-010	Ability to add activity event comments and attachments with a time and date stamp
TAR-011	Ability to send out a quality survey to the Hiring Manager
TAR-012	Ability to produce email lists
TAR-013	Ability to customize the wording displayed within the recruitment workflow by department
TAR-014	Ability to have different workflow for type of hire (e.g.,. Certification workflow versus exempt)
TAR-015	Ability to create, edit and save a requisition
TAR-016	Ability to integrate HR core data into the requisition (e.g., job title, locations)
TAR-017	Ability to add in the MOU specified salary / salary range associated with the open position
TAR-018	Ability to copy a requisition and then able to edit/save it with an new requisition number
TAR-019	Ability to generate recruitment features such as opening and closing a position for recruitment, printing and posting job announcement, preparing applicant notification list
TAR-020	Ability to route the completed requisition according to the workflow appropriate for the position (for approval and information)
TAR-021	Ability to display the status of the requisition depending on the workflow
TAR-022	Ability to delegate accountability of the requisitions in process to another user with similar security access for a temporary period of time
TAR-023	Ability to electronically approve any requisition that is stalled in the approval process so it can be moved forward in the recruitment process
TAR-024	Ability to send reminder system generated notifications to users in the approval path that have not taken action
TAR-025	Ability to escalate the requisition to the next level manager if no action was taken and the reminder notification has been sent

TAR-026	Ability to send a system generated reminder notification to the assigned Recruiter and/or HR Business Partner if there was no action taken after XX number of days of no activity on the requisition
TAR-027	Ability to report on electronic approvals by requisition, user, type of position, date and time of approval
TAR-028	Ability to view in a simple format (i.e., dashboard) all the submitted requisitions and the status (i.e., open, pending approval, interview, reference stage etc.)
TAR-029	Ability to add additional approvers that are not in the specific workflow (i.e., the user can add the Compensation Manager to approve requisition for salary range)
TAR-030	Ability to add activity event comments and attachments with time and date to the requisition (i.e., the user can add a comment that a Recruitment Strategy meeting occurred on May 7 and the hiring manager agreed to use an external recruiting agency)
TAR-031	Ability to interface with third party applicant tracking systems (e.g., NewGov currently used for recruiting by the City of Los Angeles)
TAR-032	Ability to preview the job posting prior to posting to the specified job boards/career sites
TAR-033	Ability to upload/edit/create/save multiple job posting templates anytime based on the business needs
TAR-034	Ability to generate the appropriate job posting template based on the job title/job code selected in the requisition; additionally the user should be able to edit the job posting but does not impact the original job posting template
TAR-035	Ability to post job either internally, externally or both
TAR-036	Ability to report on number of employee views of job posting
TAR-037	Ability to set the posting period for all job postings and separate posting periods internally or externally
TAR-038	Ability to extend the job posting before it expires or closes
TAR-039	Ability to repost a job once it has been expired/closed
TAR-040	Ability to send a system generated reminder notification to the assigned Recruiter and/or HR Business Partner when the job posting is about to close
TAR-041	Ability to provide recruitment marketing/advertising capabilities using social media platforms (i.e., posting job via Twitter, LinkedIn, Yammer, Facebook etc.)
TAR-042	Ability to integrate (i.e., auto post) with external job boards (e.g., Monster, etc.)
TAR-043	Ability to send the job posting to an external Agency/Contractor for fulfillment
TAR-044	Ability to grant external access to the Recruiting module (e.g., to third parties)
TAR-045	Ability to search for potential candidates based (including but not limited to) on the candidate's name, applicant type (i.e., internal), education, experience, skills, competencies etc. to determine if they are qualified for the job posting
TAR-046	Ability to do a keyword or advance search for both Requisitions and Candidates
TAR-047	Ability to track and save different types of candidate searches
TAR-048	Ability to automatically send out system generated or recruiter generated invitations to apply to a position that meets a candidate's qualifications.
TAR-049	Ability to match a candidate to a job posting without the candidate applying for the job posting
TAR-050	Ability to create pipeline of candidates based on function, skill set, competencies, job title etc.

TAR-051	Ability to purge/archive applicant information for a user defined number of years after the position closing date
TAR-052	Ability to identify the source of the candidate (i.e., referral, internal, job boards etc.)
TAR-053	Ability to pre-populate internal bulletin notifying employee of job opening
TAR-054	Ability to promulgate an eligibility list
TAR-055	Ability to add applicants to eligibility list after it has been promulgated
TAR-056	Ability to provide an expiration date for an eligibility list
TAR-057	Ability to restore an expired eligibility list
TAR-058	Ability for a candidate to create/edit and save a candidate profile and attach resume in an easy way with no training and online support
TAR-059	Ability for a candidate to save the candidate profile without losing any information and come back at it at a later time
TAR-060	Ability for a candidate to build a candidate profile by parsing the resume attached
TAR-061	Ability for a candidate to attach multiple resumes to a single profile
TAR-062	Ability for a candidate to create a candidate profile by transferring the information in a social media profile into a candidate profile
TAR-063	Ability for a candidate to attach any external type of file (i.e., pdf, MS Word etc.) to a profile with an unlimited storage space
TAR-064	Ability for a candidate to apply for job postings or create candidate profiles using a mobile devices (i.e., via a smart phone such as iPhone, BlackBerry or Android or Tablets such has iPads or Playbooks etc.)
TAR-065	Ability to automatically send out a system generated notification to the candidate to confirm their application
TAR-066	Ability to automatically send out a system generated notification to the candidate to advise the status of the job posting
TAR-067	Ability for a candidate to view the status of his/her application
TAR-068	Ability to merge candidate profile duplicates
TAR-069	Ability for a candidate to apply to multiple job postings without creating a new profile for each job postings
TAR-070	Ability for a candidate to withdraw from a job posting at any time
TAR-071	Ability for an automatic system notification to the candidate if there are any changes in the status of the job posting applied to
TAR-072	Ability for employees to sign up for notification of a job about to close
TAR-073	Ability to view the candidate's full application history for internal and external candidates (i.e., which job postings applied, status, etc.)
TAR-074	Ability to retain applicant history for hired candidates
TAR-075	Ability to manage separate workflow for campus recruitment processes
TAR-076	Ability to view / report on the number of qualified applicants
TAR-077	Ability to rank candidates by each requisition and provide data on the ranking justification
TAR-078	Ability to track applicants through the recruiting process
TAR-079	Ability to track eligible applicants by job classification, SSN, and/or applicant name
TAR-080	Ability to track other information such as veterans status, bilingual status, immigration status and safety sensitive positions

TAR-081	Ability to view status of applicants
TAR-082	Ability to differentiate all types of applicants including but not limited to internal, external, temporary, agency, contractors, etc.
TAR-083	Ability to provide statistics (numbers and percentages) of applicants
TAR-084	Ability to view the record of previous/current employees with "Unsatisfactory Termination" (e.g., dismissed, disciplinary actions) with warning for reason dismissed/terminated
TAR-085	Ability to tag candidates who are not eligible for rehire
TAR-086	Ability to include a warning code to track threatening applicants
TAR-087	Ability to share candidates
TAR-088	Ability to keep private notes about the candidate that are not visible to the candidate
TAR-089	Ability to send system notifications regarding candidates' status changes (e.g., applying for multiple positions and is offered one)
TAR-090	Ability to automatically send out a system generated notification to the candidates who were not invited to move forward to any of the steps on the recruitment process that the job posting has been closed or filled
TAR-091	Ability to send ad hoc correspondences to the candidate
TAR-092	Ability to generate appropriate letters upon applicant disposition and relate to mailing list for distribution via the system
TAR-093	Ability to retain applicants not selected on file for future consideration
TAR-094	Ability to retain all correspondence (email or otherwise) in candidate record.
TAR-095	Ability to remove a candidate from the eligibility list once candidate status changes (offer, hired)
TAR-096	Ability to create Certification list from third party supporting software (e.g., NeoGov)
TAR-097	Ability to invite candidate for further assessments (i.e., personality assessments, skill testing assessments, computer testing assessments etc.)
TAR-098	Ability to integrate with other external vendors for other job assessments (i.e., personality assessments, skill testing assessments, computer testing assessments etc.)
TAR-099	Ability to score, tabulate, and analyze test results (e.g., adverse impact, etc.)
TAR-100	Ability to Schedule/Update/Cancel meetings or interviews with the candidate through integration with calendar system or directly schedule into the calendar system
TAR-101	Ability to schedule applicants for multiple positions and interviews
TAR-102	Ability to create prescreen questions from scratch or from template that is attached to the job posting
TAR-103	Ability to provide a list of behavioral interview questions based on each job
TAR-104	Ability to allow user-defined scoring for candidates
TAR-105	Ability to schedule testing
TAR-106	Ability for candidates to self-schedule interviews or other assessment events
TAR-107	Ability to support video chat with candidates
TAR-108	Ability to attach other documents to the offer letter
TAR-109	Ability to support multiple offer templates and customize the letter by choosing different paragraphs or wording
TAR-110	Ability to merge fields from the requisition/posting/candidate profile to create the offer letter

TAR-111	Ability to create multiple offer letters to different candidates for the same role at the same time (high volume letters)
TAR-112	Ability to review and accept the offer online and provide electronic signature
TAR-113	Ability to integrate with an external background screening service (i.e., driver extracts, references, criminal and credit checks)
TAR-114	Ability to send and track a 3rd party reference agreement form for electronic agreement
TAR-115	Ability to view / report on the medical exam status of applicants
TAR-116	Ability to link to external solutions that verify right to work (e.g., verify)
TAR-117	Ability to notify relevant groups that candidate / new hire needs processing (e.g., medical exam, fingerprinting)
TAR-118	Ability to encrypt documents
TAR-119	Ability to manage hiring of employees, including initial employee-level setup for personal and job-related data
TAR-120	Ability to inform all stakeholder departments of new employee and start date
TAR-121	Ability to track completion of hire/processing activities (e.g., I-9 employment eligibility) using pre-defined procedures
TAR-122	Ability to notify applicant that additional documentation is needed for hire (e.g., degree, INS documentation, certifications, etc.)
TAR-123	Ability to put an eligible applicant on hold until department confirms needed information for hiring (e.g., degree, INS documentation, certifications, etc.)
TAR-124	Ability to store external documents associated with the employee as attachments within the HRMS
TAR-125	Ability to integrate data across including but not limited to Performance, Compensation and Recruitment (ATS)
TAR-126	Ability to generate an employee number prior to start date
TAR-127	Ability to have the system determine the appropriate salary step based on hire type
TAR-128	Ability to handle gaps in service and adjust impacted accumulators
TAR-129	Ability to reverse new hire record and send notifications for "no-shows"
TAR-130	Ability to create a requisition requesting a temporary worker
TAR-131	Ability to use workflow to obtain approvals for flexible worker
TAR-132	Ability to send requisition to external agencies (e.g., 3rd party temporary worker agency, hiring hall)
TAR-133	Ability to view / manage the fulfillment of the requisition
TAR-134	Ability to track flexible worker assignment
TAR-135	Ability to track flexible worker hours
TAR-136	Ability to pay flexible workers
TAR-137	Ability to send notifications alerting worker and supervisor regarding assignment end date
TAR-138	Ability to enforce policies regarding length of flexible worker assignment (e.g., require 3 month wait before re-hire)
TAR-139	Ability to notify other groups of flexible worker assignment and anticipated start date (e.g., security)
TAR-140	Ability to track information about volunteers

TAR-141	Ability to maintain a list of "seasonal" hires for future contact
TAR-142	Ability to monitor and/or limit hours worked in a temporary assignment as well as send notifications when limit is approaching
TAR-143	Ability to report on applicant flow by gender and ethnicity with statistics by hire rate, by classification, and by occupational area
TAR-144	Ability to measure the number of days from the time the requisition was received from the time it was posted
TAR-145	Ability to measure the number of active requisitions and vacancies; ability to evaluate the recruitment activity workload, compare activity on YoY basis to effectively manage the recruitment model and resources
TAR-146	Ability to measure the number of requisitions that are on hold status for a valid business requirement
TAR-147	Ability to measure the number of positions that have been filled and ability to evaluate the recruitment workload
TAR-148	Ability to measure the number of requisitions that have been cancelled for a valid business requirement
TAR-149	Ability to measure the number of days the requisitions has been open or aging
TAR-150	Ability to measure the number of days to fill a requisition (i.e., The # of calendars days from the date of the Requisition received and the date when the offer was accepted)
TAR-151	Ability to measure the internal movement within the City (The # of Internal Hires per requisition during a selected period of time)
TAR-152	Ability to measure the number of external hires per requisition including those moving across City departments
TAR-153	Ability to report on the # of calendar days from the date of posting to the date of when the candidates have been presented to the Hiring Manager
TAR-154	Ability to report on the # of calendar days from the date of requisition receive to the date of first interview scheduled for the requisition
TAR-155	Ability to report on the # of candidates presented to the Hiring Manager per requisition during a selected period of time
TAR-156	Ability to report on the # of Face to Face Interviews completed by requisition
TAR-157	Ability to report on the # of calendar days from the date of requisition was received to the date of offer
TAR-158	Ability to report on the # of calendar days from the date of requisition was received to the date of the first day of work
TAR-159	Ability to report on the breakdown of the all hired candidates and their source of hire in order to measure the value of the recruitment pipelines and evaluate the recruitment strategy
TAR-160	Ability to report on the total # of applicants per requisition and role
TAR-161	Ability to measure and understand all the new recruitment activity, compare recruitment activity on a YoY basis for Workforce Planning and ability to evaluate workload and/ or SLAs
TAR-162	Ability to track the time a Certification is requested to the time the Certification is received
TAR-163	Ability to share report template with other users

TAR-164	Ability to create KPIs and provide daily, monthly, yearly reporting on the KPIs
TAR-165	Ability to compare KPI's, month over month, year over year etc.
TAR-166	Ability to track recruitment/staffing costs, including cost-per-hire
TAR-167	Ability to report on the number of employees in each step of the recruiting process
TAR-168	Ability to report on vacancies by department
TAR-169	Ability to report on eligibility lists
TAR-170	Ability to auto-populate forms with new employee information based on initial personal data set-up (possibly create outbound data feed from Neogov)
TAR-171	Ability to create customized Welcome pages to introduce the new hire to their team.
TAR-172	Ability to assign mandatory (and recommended) online training to the new employee.
TAR-173	Ability for users to complete, read, and/or acknowledge onboarding forms specific to their departments and have them stored within the system.
TAR-174	Ability to search payroll system to determine duplicate employee numbers and/or social security numbers/provide error report when duplicate records found
TAR-175	Ability to rescind employee number/ serial number if the employee is a no-show
TAR-176	Ability to hold back the benefits until specified ruleset (e.g. LAPD does not allow benefits until first paycheck is issued)
TAR-177	Ability to override salary step rules for specific departments.
TAR-178	Ability to create different workflows for different departments (e.g. city clerk personnel need to be in Mayor/ council workflow)
TAR-179	Ability to track/comply with FLSA rules for flexible worker hours between City agencies, for employees in more than 1 Department.
TAR-180	Provide the ability to create or edit an examination template for a class complete with screening questions, supplemental questions, etc.
TAR-181	Allow Employment Services staff to view all applications by exam.
TAR-182	Allow filtering and sorting of applications by numerous methods e.g.: by partial last name, by received date & time, etc.
TAR-183	Allow Central Services staff to print all information required for interview portions of an exam easily.
TAR-184	Allow Examining staff to view/print all Accommodation requests either by exam or in total.
TAR-185	Allow staff to view requests entered via the "Notify Card" system and receive confirmation of notification.
TAR-186	Allow staff to obtain detailed statistics of applications received filtered by user supplied dates.
TAR-187	Provide security sufficient to limit viewing of applications to certain staff members. In particular, limit the viewing of Public Safety applications to Public Safety Bureau staff, and limit those staff from seeing regular exam applications.
TAR-188	Ability to transfer information from disqualification letter to candidate correspondence.
TAR-189	Ability to automatically notify candidate if application is incomplete or was not properly submitted.
TAR-190	Ability to send automatic e-mail notification 2-days prior to close of filing to all applicants whose applications were incomplete or saved instead of submitted.

TAR-191	Ability for staff to indicate on the online application notes regarding time lacking in meeting requirement.
TAR-192	Ability for staff to make notations on on-line application.
TAR-193	Ability for an applicant to request accommodations at the time of filing including description of the accommodation needed, and indicator of previous requests.
TAR-194	Ability for an applicant to request military credit at the time of filing.
TAR-195	Ability for user to produce letters to the candidate, as they are reviewing/approving applications. Ability to save the text of the letter in the applicant's record.
TAR-196	Ability to customize the recruitment sources available for applicants to choose from, for each class.
TAR-197	Ability to display the number of seniority points that was awarded to each application a persoo has filed.
TAR-198	Ability to enter extensive notes about an application
TAR-199	Ability to enter multiple special requirements for a particular application that may be used for either selective certification or for scheduling.
TAR-200	Ability to later view and report on whether accommodations or military credit were requested at the time of application.
TAR-201	Ability to maintain a history of accommodations requested including the test type, limitations, request type, type of accommodation provided, percent of additional time provided, request status, and comments.
TAR-202	Ability to maintain and view a history of each time the person's application status changed.
TAR-203	Ability to maintain basic application information, such as apply date, recruitment event, recruitment source.
TAR-204	Ability to manually enter the candidate's rater scores for interviews and other rater-scored tests.
TAR-205	Ability to manually record the candidate's schedule date for a particular test.
TAR-206	Ability to record and view all correspondence sent to a person regarding a particular application, including correspondence type, date sent, response date, correspondence cancelled, and comments.
TAR-207	Ability to record multiple recruitment sources for one person.
TAR-208	Ability to record the date and person who reviewed/approved the application status change.
TAR-209	Ability to record the person's availability date, and the date they filed their availability form.
TAR-210	Ability to record the person's availability to departments, shifts, locations, and job types.
TAR-211	Ability to record the person's current application status.
TAR-212	Ability to search for a particular application by name or SSN
TAR-213	Ability to search for applications by class code or class title
TAR-214	Ability to search for applications by exam
TAR-215	Ability to track candidates who have filed a verification of work experience form.
TAR-216	Ability to track contacts made with candidates, including contact date, contact type, contact group, issue type, City action, candidate action, candidate due date, contact status, follow-up date, user ID, modified date.

TAR-217	Ability to record information on the background test including background date, status date, result, expire date, type of background (full vs. preliminary), comments, background standards used to disqualify the person, extensive notes.
TAR-218	Ability to disqualify candidates from a particular eligible list.
TAR-219	Ability to indicate if the person has been required to submit additional information in order to meet the bulletin requirements.
TAR-220	Ability for Personnel Department staff to post dispositions, and when needed, over-ride the dispositions entered by other departments.
TAR-221	Ability to allow authorized users in other Departments to generate "What-if" Certifications.
TAR-222	Ability to automatically apply the City's certification rule as a default. (Must supply at least three whole scores, and at least five more names than the number of vacancies).
TAR-223	Ability to automatically apply the order of certification (Department Reserve, Promotional, General Reserve, Open) and to randomly place names within the same score-band without user intervention.
TAR-224	Ability to automatically check certifications to ensure that appointments are made within the certification rules.
TAR-225	Ability to automatically prevent certification until the person's availability date.
TAR-226	Ability to withhold candidates from a particular eligible list for an indefinite period of time.
TAR-227	Ability to block certifications from a particular eligible list for an indefinite period of time, when an eligible list has been established in error.
TAR-228	Ability to cancel a certification.
TAR-229	Ability to certify based on the candidate's preferences for shifts, locations, departments, and job types.
TAR-230	Ability to certify the Open list ahead of the Promotional list when approved. Certification order becomes Open candidates within the score range specified by the user, Promotional candidates within the score range specified by the user, General Reserve candidates. Military credit is subtracted for Open ahead of Promotional certifications.
TAR-231	Ability to combine multiple positions for one department on one certification, and certify for "various" shifts and locations.
TAR-232	Ability to ensure that appointments are not made more than 120 days from the date the certification started.
TAR-233	Ability to enter a future date when a candidate on an eligible list is expected to meet the experience requirements. Once that date has passed, the candidate will automatically be eligible for future certifications from that list.
TAR-234	Ability to enter free-form messages to be included on the candidate's certification notices.
TAR-235	Ability to enter free-form messages to be included on the certification list that is sent to/viewed by the hiring department.
TAR-236	Ability to generate a certification that includes eligible from more than one class. Used for class split/consolidation situations.
TAR-237	Ability to generate additional names certifications. After the hiring department enters the dispositions, they may request more names to consider if fewer than the number of candidates available made themselves available.
TAR-238	Ability to generate bilingual certifications.

TAR-239	Ability to generate supplemental certifications to add candidates who were left off the original certification due to error.
TAR-240	Ability to view on the list candidates' standing – original, additional, supplemental, or restoration as well as subject to background or subject to medical
TAR-241	Ability to limit the certifications to fewer than three whole scores, but only when the number of names provided will be at least five more than the number of vacancies.
TAR-242	Ability to modify referral score (score on eligible list for police officers) over time, and maintain a history of all changes. Ability for the system to apply the correct referral score that was in affect at the time the candidate tested. Ability to maintain a different referral score for each police consent decree group.
TAR-243	Ability to prevent certification of the Open list ahead of the Promotional list if any Departmental Reserves exist for that Department and Class.
TAR-244	Ability to print/display standard instructions on a certification notice.
TAR-245	Ability to produce a Master Certification List that includes all persons who are eligible, regardless of the person's stated availability.
TAR-246	Ability to provide more than the number of whole scores that are required on a certification, when requested by the user. Ability to include a notice on the certification, and on the certification notice indicating which candidates are above the minimum number.
TAR-247	Ability to provide selective certifications.
TAR-248	Ability to reinstate person to the list, upon request, after removal for failure to report/decline. Ability to restart the count.
TAR-249	Ability to remove candidates from eligibility to future certifications when they fail to report of decline certification three or more times (unless the candidate has already been removed because of appointment, etc.). To send notices to the candidates regarding their removal from the list. This applies to Open candidates only, and not for certifications to "various" locations or shifts.
TAR-250	Ability to re-print or re-send a Certification Notice to a particular candidate.
TAR-251	Ability to select from a list of standardized messages to be included on the candidate's certification notices.
TAR-252	Ability to select from a list of standardized messages to be included on the certification list that is sent to/viewed by the hiring department.
TAR-253	Ability to view or print certification lists
TAR-254	Ability to view or print certification notices for all, or for selected candidates.
TAR-255	Ability to withhold candidates from certification to certain departments (normally used for restorations). Ability to enter a withhold start and end date for each application.
TAR-256	When posting dispositions, the ability to specify a default value for dispositions left blank by the user. For example, users can choose whether to set the default as "Available" or "Failed to Report".
TAR-257	Ability to indicate which classes are "priority" classes. "Priority" is defined as those classes that should have an eligible list at all times.
TAR-258	Ability for authorized staff in other departments to request certifications, track the workflow process of requests throughout the approval process, receive and view their certifications online, and post dispositions.

TAR-259	Ability to generate a standard certification, based on the data on the request supplied by the hiring department. That is, the ability to generate the certification without re-entering the criteria provided for department, class, job type, shift, location, request ID, request date, number of vacancies requested, and Certification type.
TAR-260	Allow operating department HR staff to request a certification for any job class.
TAR-261	Allow operating department HR staff to track progress of their request through the department review process.
TAR-262	Allow operating department HR staff to cancel a request prior to generating Certification/referral list.
TAR-263	Allow operating department HR staff to request "additional names" be added to an existing request within the first 59 days of the Certification/referral list.
TAR-264	Allow operating department HR staff to add additional positions to an existing request, the resulting list would be updated to add extra names if necessary.
TAR-265	Allow Personnel HR staff to review and approve/disapprove requests at any stage including requests for additional names and added vacancies.
TAR-266	Provide a basic "workflow" for the Certification Request process that allows users in the various Personnel divisions to pass along a request as required. Or, if rejecting a request, to provide feedback to the operating department staff concerning the disapproval reason.
TAR-267	Allow operating department HR staff to fix and resubmit disapproved requests.
TAR-268	Allow operating department HR staff to enter certification disposition information for each candidate provided on a Certification/referral list
TAR-269	Allow Personnel HR staff to review and approve/disapprove disposition information for each candidate provided on a Certification/referral list. If rejecting dispositions, ability to provide feedback to the operating department staff concerning the disapproval reason.
TAR-270	Allow operating department HR staff to fix and resubmit disapproved dispositions.
TAR-271	Provide automatic reminder e-mails to operating department HR staff when a request approaches the end of validity without disposition entry.
TAR-272	Ability to automatically update rank information on the eligible list when persons are added, removed, including status changes.
TAR-273	Ability to extend an eligible list multiple times, and maintain a history of the date that each extension was approved, and the length of the extension.
TAR-274	Ability to generate separate eligible lists for "open" and "promotional" candidates.
TAR-275	Ability to maintain rank information on each person on an eligible list, including: rank, number of persons in same rank, and number of persons in higher ranks.
TAR-276	Ability to record a history of background checks for each eligible list, including the final general average through which background was cleared, the date cleared, and the staff member processing the clearance.
TAR-277	Ability to reinstate person to an existing eligible list.
TAR-278	For exams other than entry-level police/fire, the ability to have all candidates expire on the same date, which is determined as follows: Promotional lists are always two years from the list establish date. Open lists vary from six months to two years. The users set the length when they create the exam.

TAR-279	Provide the ability to create, store and edit a 'profile' consisting of, at a minimum, name, address, social security number, telephone number, e-mail address. And optionally Drivers' license, birth date, gender, and ethnicity while maintaining a permanent record of applications already submitted.
TAR-280	Allow user to select their filing status for each examination applied for. If candidate selects a Promotional status, verify that candidate meets promotional filing criteria.
TAR-281	Require candidate to answer all screening questions created in the App Review application.
TAR-282	Depending upon the answers to the screening questions, provide the candidate with immediate feedback concerning their eligibility for the examination. Failure feedback must take account of candidate's employment status and provide appeal information only to City employees.
TAR-283	If screening questions are passed, provide candidate with the ability to either use their stored work history and educational profiles, or to modify the profile specifically for this job class.
TAR-284	Provide a printable copy of the completed application for the candidate to review and/or print prior to final submission.
TAR-285	Upon final submittal of the application, provide the candidate with an affirmative response and a confirmation number.
TAR-286	Allow candidate to view all previously submitted applications.
TAR-287	Ability to establish required fields on the on-line application.
TAR-288	Ability to automatically notify candidates that they will receive confirmation number when application is submitted and accepted.
TAR-289	Ability to allow candidates to view status of their application previously submitted.
TAR-290	Ability to combine applicants from multiple continuous administrations into one group for testing, scoring, notification, and eligible list purposes.
TAR-291	Ability to correct the multiple-choice key without requiring re-scanning.
TAR-292	Ability to define an exam as "continuous" or "regular".
TAR-293	Ability to determine the number of candidates who have applied as of a certain date or time, and break one exam into multiple administrations based on the number of candidates who can be accommodated. Ability to process these candidates as a group through the production of the eligible list.
TAR-294	Ability to easily determine the candidates who lapsed a particular test.
TAR-295	Ability to easily move an individual candidate from one administration of an exam to another.
TAR-296	Ability to indicate the number of points that a candidate receives for a particular answer (either positive or negative).
TAR-297	Ability to maintain extensive notes about an exam including particular test forms utilized.
TAR-298	Ability to maintain information about each exam, including class, administration type, exam type, testing methods, bulletin date, administration open and close dates, first test held date, special exam type, analyst name, and exam status.
TAR-299	Ability to maintain minimum and maximum age requirements.
TAR-300	Ability to modify the exam, including the tests and the number of raters, during the exam process, and automatically re-compute the candidate's test scores.

TAR-301	Ability to modify the order in which tests within an exam will be held, at any time.
TAR-302	Ability to record the Bulletin Date, Administration Open and Administration Close dates for each exam.
TAR-303	Ability to use one test booklet for tests that are shared by more than one exam.
TAR-304	Ability to view all exams that have utilized a particular test
TAR-305	Ability to easily sort data displays based on any column, for example, to re-sort a list of all certifications a person is on, based on department, or class, or date.
TAR-306	Ability to easily specify values for drop-down lists.
TAR-307	Ability to easily view a list of all certifications that a person is on, for all classes.
TAR-308	Ability to easily view a list of all eligible lists that that a person is on, including their establish date, final general average, military points, expiration date, list status, rank, number in rank, number in higher ranks.
TAR-309	Ability to easily view all applications that a person has filed.
TAR-310	Allow previously registered user to recover a forgotten password.
TAR-311	Ability for Personnel Department IT staff to access all data using web services for reporting purposes, or to export data into other departmental applications.
TAR-312	Ability to conduct all system processes online, with no need for overnight batch processes.
TAR-313	Ability to conduct mass data changes when users modify their process. For example, for Firefighter, when the eligibility period changed from 18 months to 2 years, we were able to retroactively change the expire date on the eligible list, and on the interview test for all candidates.
TAR-314	Ability to create a file to export data to another system. Ability to specify selection criteria and columns to be included in the file.
TAR-315	Ability to develop a conversion routine that will allow exams started in CAPS to be processed in CAPS until the eligible list is established. Then the data will be exported to the new system. This process may occur multiple times over a period of approximately one year. (For classes other than entry-level police/fire)
TAR-316	Ability to develop a conversion routine that will convert all existing eligible lists that exist at the time of implementation to the new system. (For classes other than entry-level police/fire)
TAR-317	Ability to interface with the system used to maintain our medical and psychological schedules (OHM). The interface would include the following features: Ability to send a file to OHM listing all candidates who were added to the eligible list that day. Ability to receive schedule dates and results for pre-employment medical and psychological tests from OHM.
TAR-318	Ability to schedule reports and export jobs to run automatically on a regular schedule, or as a one-time event if needed.
TAR-319	Ability to provide an audit trail tracking all changes made in the system, including the date/time of the change, and the user ID of the person making the change. Ability to obtain reports from the audit trail as needed.

TAR-320	Based on previous discussions, the ability to calculate seniority based on an employee's work history is not included in NeoGov. Therefore, another system will be used to calculate the number of seniority points. For purposes of this discussion, we will assume that CAPS II will be used. The interface would include the following features: The ability for the user to request which candidates they wish to calculate seniority for. The options would be all candidates in an exam, all candidates in an exam with an approved status, all candidates in an exam who took a particular test, or all candidates in an exam who passed a particular test. NeoGov would create a file of the SSN's for that group of candidates to send to CAPS II. CAPS II will calculate the number of seniority points using work history obtained from PaySR/EWH. After processing by CAPS II, the number of seniority points for that group of candidates, would be sent to NeoGov.
TAR-321	Provide a listing of all job classes currently open for filing. List should be categorized by job classes that are open for all candidates, and job classes open only to current City employees.
TAR-322	Provide candidate with a detailed description of the job class desired upon selection of the class from the above list.
TAR-323	Allow candidate to switch directly to an Employment Application from the detailed bulletin screen.
TAR-324	Color code the banner portion of the bulletin according to the filing status of the job class; OPEN, PROMOTIONAL, or OPEN/PROMOTIONAL.
TAR-325	Provide Admin user the ability to fully customize the wording of each job class bulletin.
TAR-326	Provide Admin user the ability to use 'standard' notes for inclusion on a job bulletin in the Notes section without requiring retyping of the note.
TAR-327	Provide Admin user with the ability of retrieving an exam that has expired for the purpose of editing/reusing in a current administration.
TAR-328	Provide Admin user with the ability of identifying an examination bulletin by filing status including; OPEN, PROMOTIONAL, OPEN/PROMOTIONAL, SPECIAL, EXEMPT, and EXECUTIVE.
TAR-329	Ability to enter Language Skills for a person including: language, level, status, and test date (optional). Person may have skills in more than one language.
TAR-330	Ability to record information on the medical and psychological tests, including medical test date, status date, result, expire date, doctor, comments, medical conditions, and extensive notes.
TAR-331	Ability to add the DD214 information at any time throughout the exam process, or throughout the life of the eligible list, and have the system automatically apply the military credit to the person's final general average.
TAR-332	Ability to automatically add 5 points of military credit to the final general average of candidates on Open eligible lists, if their test date for the first weighted test in the exam falls between the Service Start Date and the Military Credit Expiration Date, and their final general average before applying military credit is at least 69.5.
TAR-333	Ability to automatically determine the expiration date of military credit based on the Qualifying Reason. Depending on the reason, the expiration date will either be 5 years from the service end date, or will never expire.
TAR-334	Ability to extend a person's eligibility on a list once they return from active military duty.
TAR-335	Ability to maintain DD214 information, including Qualifying Reason, Service Start Date, Service End Date, Approved Date, Approved By, and Expiration Date.

TAR-336	Ability to maintain multiple DD214 records for one person (person may enter and leave the military more than once over time).
TAR-337	Ability to temporarily withhold a person from certification due to active military duty.
TAR-338	Ability to indicate for an exam, when special notices are required.
TAR-339	Ability to notify user that special notices are required for the exam, if they attempt to run the standard notices.
TAR-340	Provide the ability for candidate to indicate their interest in job classes not currently open for filing by providing their E-mail address.
TAR-341	Automatically generate E-mail to all interested candidates upon the opening of a job class for filing.
TAR-342	Ability to automatically delete requests for notifications once notification has been made.
TAR-343	Ability to designate one address as the mailing address.
TAR-344	Ability to easily change the person's name and SSN. Ability to display all previous names and SSN's used by the person.
TAR-345	Ability to enter extensive notes about a person
TAR-346	Ability to enter medical limitations.
TAR-347	Ability to enter permanent and temporary disqualifications for a person. Automatically prevent these candidates from applying for future exams until the DQ expiration date has passed. Automatically remove these candidates from any existing eligible lists that they are on.
TAR-348	Ability to indicate if the person has been required to submit a master application due to serious inconsistencies in past applications.
TAR-349	Ability to maintain a record of each referral that is made for a person, including date, department, class, and disposition.
TAR-350	Ability to record demographic information including gender, ethnicity, date of birth, and US citizen status.
TAR-351	Ability to record educational background including High School/GED status, Maximum Grade Level, Degree Type, Number of Units, Type of Units (semester or quarter).
TAR-352	Ability to record expanded medical information including weight, body fat percentage, and contact lens expiration date.
TAR-353	Ability to record information on driver's license, including Driver's License Number, State, Expiration Date.
TAR-354	Ability to record multiple addresses for one person.
TAR-355	Ability to record multiple phone numbers for a person.
TAR-356	Ability to search by Name
TAR-357	Ability to search by Previous Names
TAR-358	Ability to search by Previous SSN
TAR-359	Ability to search by SSN
TAR-360	Ability for applicants/candidates in certain classes to complete a detailed form indicating their skills and preferences. Skills will vary based on class code. Skills will include the skill type, and skill level, such as number of years experience, typing speed, amount of weight applicant can lift, etc. Preferences include departments, location, schedule, shift, job type.

TAR-361	Ability to refer candidates to specific job openings based on whether their stated skills and preferences match those required for the particular job opening. The ability to ensure that candidates who are referred and appointed meet the rule of three whole scores, when all appointments to that class are considered on a citywide basis.
TAR-362	Ability to easily determine which priority classes have an existing eligible list, have an exam in progress, or have no existing eligible list, and no exam in progress.
TAR-363	Ability to produce a Test Report for one test, or for a group of tests, listing all candidates with name, SSN, Identification Number, Test Score with Bonus. Candidates are separated into categories for Appeared and Lapsed. Report shows seniority when applicable, total score with seniority, status (pass/fail, etc.), indicator of whether applicant filed paper or online, and totals at bottom for # scheduled, # appeared, # passed, # failed, # lapsed, # not graded, # online app, # open candidates, # promotional candidates, # cross-filed.
TAR-364	Ability to produce final candidate notices and Report of Exam before the eligible list is generated.
TAR-365	Applicant Roster (Approved). Lists each approved applicant with name, SSN, address, phone numbers, and an indicator to show whether they filed online or via paper.
TAR-366	Applicant Roster (Unapproved). Lists each unapproved applicant with name, SSN, address, phone numbers, indicator for filed online or via paper, last letter received, respouse date.
TAR-367	Certification Activity Report (summary) including class code and title, department, number of certifications, number of vacancies on the certifications, number of persons certified, number of persons appointed, lowest FGA of appointed persons.
TAR-368	Examination Results Report showing each candidate, including their percentage score on each test, military or seniority points, FGA, application status. Counts for # appeared, # passed, # failed, # lapsed each test. Counts for # applicants, # candidates, # DQ/Withdrawn.
TAR-369	Frequency Distribution Reports by gender or ethnicity, for a test, or for a group of tests, with the option to include or exclude seniority points.
TAR-370	Report of Exam produced prior to creation of eligible list. Includes separate sections for Eligibility, Finally Failed, Failed, Lapsed, DQ/Withdrawn. For eligible, includes name, final general average, rank. For ineligibles includes only name. Option to include SSN. Option to sort by Score, Alpha, Alpba within Score.
TAR-371	Ability to designate certain reports as "confidential" to certain security groups until after the Eligible List has been establisbed. These security groups can only request the "confidential" reports after the Eligible List has been established.
TAR-372	Ability to produce a separate Applicant Roster only showing persons who filed their applications via paper.
TAR-373	Ability to produce an applicant roster, including the response date and the letter type from the most recent correspondence sent to the applicant in that exam.
TAR-374	Ability to place a person on multiple reserve lists based on: layoff effective date, layoff department, # days layoff seniority, tie-breaking rank, City employee following layoff indicator, expiration date, comments.
TAR-375	Ability to restore a previous City employee to an eligible list that may not exist on the system. Restore based on effective date, expiration date, previous final general average, original test date, and comments.

TAR-376	Ability to set re-take rules for each exam. Examples include "test may be taken every 180 days", or "candidate may apply only once during this administration". Ability to apply re-take rules at time of application, or at time of scheduling.
TAR-377	Ability to automatically determine the number of persons who have cross-filed in each possible exam/test combination when scheduling for multiple exams/tests on one schedule.
TAR-378	Ability to automatically schedule candidates for tests.
TAR-379	Ability to determine candidates who have not been scheduled for a particular test.
TAR-380	Ability to double schedule on certain time slots.
TAR-381	Ability to enter multiple breaks on one schedule.
TAR-382	Ability to include multiple days with varying start time, end time, number of boards, and breaks.
TAR-383	Ability to include multiple exams and tests on one schedule.
TAR-384	Ability to indicate a list of Zip Codes that pertain to a particular geographical location.
TAR-385	Ability to indicate the default number of raters for a board.
TAR-386	Ability to make schedule notices unique in some way to reduce the likelihood of candidates being able to produce fake notices.
TAR-387	Ability to manually add or delete a candidate from a schedule.
TAR-388	Ability to print schedule notices including schedule date, time, location, and any special instructions.
TAR-389	Ability to print schedule reports either listing cross filers on separate reports, or merging them into one report.
TAR-390	Ability to print schedule reports including listings by candidate name or location.
TAR-391	Ability to print/display standard instructions on the schedule notice.
TAR-392	Ability to produce a single notice for a candidate who has been scheduled for multiple exams/tests on one schedule.
TAR-393	Ability to re-print or re-send a Schedule Notice for a particular candidate.
TAR-394	Ability to reserve a timeslot for a particular candidate.
TAR-395	Ability to schedule based on candidate's geographical location (zip code).
TAR-396	Ability to schedule by Platoon
TAR-397	Ability to schedule candidates based on a minimum/maximum final general average.
TAR-398	Ability to schedule candidates who meet special requirements.
TAR-399	Ability to schedule different cross-filer groups for different test lengths on one schedule.
TAR-400	Ability to select from a list of standardized schedule instructions to be included on the candidate's schedule notice.
TAR-401	Ability to specify different schedule parameters for different days on one schedule.
TAR-402	Ability to view the number of candidates available to be scheduled.
TAR-403	Ability for candidates to "waive" certain tests that they have previously passed in other exams. In some cases, candidates may need to have passed two or more tests in order to be allowed to waive the new test.
TAR-404	Ability to automatically calculate the expiration date for a test, based on pre-determined rules.

TAR-405	Ability to automatically set and display the person's pass/fail status for a candidate's test results, when entering and saving scores, based on a cutoff score.
TAR-406	Ability to automatically use the person's seniority points to determine whether the person passed or failed a test, based on the cutoff score for that test, without permanently adding the seniority points to the test score.
TAR-407	Ability to display all rater scores for a candidate, on each test, and each test part.
TAR-408	Ability to eliminate one or more items on a multiple-choice test, and automatically re-compute the candidate's scores.
TAR-409	Ability to eliminate one or more raters for a candidate and compute the score without averaging the missing rater.
TAR-410	Ability to enter test scores once for a candidate, and share the result for multiple exams (recruitment).
TAR-411	Ability to group tests into a "written test"
TAR-412	Ability to have up to five correct answers for each multiple choice test item.
TAR-413	Ability to import information from previous candidate processing systems to allow candidates to "waive" certain tests that they previously passed, that were administered in previous systems.
TAR-414	Ability to indicate when seniority should be applied to a test score to determine if the candidate passed or failed.
TAR-415	Ability to indicate whether to add seniority points to the test scores on a frequency distribution report.
TAR-416	Ability to indicate whether to add seniority points to the test scores on a test report.
TAR-417	Ability to load scanned multiple choice key, answer sheets, and identification sheets.
TAR-418	Ability to manually correct errors in scoring, whether they originated from scanner or manual data entry.
TAR-419	Ability to modify the correct answer for an item, and automatically re-compute the candidate's scores.
TAR-420	Ability to print the rater scores that were entered to allow for auditing of data entry.
TAR-421	Ability to process candidates who take post-date tests.
TAR-422	Ability to provide a frequency distribution for either an individual test, or for a group of tests that have been combined into a "written test".
TAR-423	Ability to provide error reports indicating problems found when loading scanned test keys, answer sheets, and identification sheets to the system. Some examples of possible problems include candidate not found in the exam, and missing identification sheet, missing answer sheet.
TAR-424	Ability to provide test results for either an individual test, or for a group of tests that have been combined into a "written test".
TAR-425	Ability to record a bonus on a test, automatically apply the bonus points to each candidate's test score, and automatically re-calculate their pass/fail status.
TAR-426	Ability to record the following information for each test the candidate takes for an exam: Test Date and Time, Location, Score, Test Expire Date, Test Score with Bonus, Test Status (pass, fail, no show).

TAR-427	Ability to retrieve all candidates who are scheduled to take a particular test, for the purpose of entering test scores for the entire group. Ability to sort the list by name, SSN, last 6 digits of SSN, or identification number. Ability to enter the score, and have the test status (pass/fail, etc.) automatically displayed by the system after entry.
TAR-428	Ability to retrieve detailed test score information for candidates, including their answers for multiple choice items, part scores, test scores, bonus points, test score including bonus, combined group scores (written), military points, seniority points, and overall final general average.
TAR-429	Ability to scan a rater sheet
TAR-430	Ability to share one or more tests with multiple exams.
TAR-431	Ability to use different cutoff scores and bonuses for tests that have been shared by multiple exams.
TAR-432	Ability to view a summary for each candidate, showing their most recent record for each of the tests in an exam, including test type, test description, status (pass/fail, etc.), numeric score, bonus, score with bonus, test date, expiration date, and military credit indicator.
TAR-433	Ability to view the candidate's detailed history of each test in an exam, including test type, test description, status (pass/fail, etc.), numeric score, bonus, score with bonus, test date, and expiration date, showing each time the candidate's result in that test changed.
TAR-434	Ability to establish a security profile for a group of users.
TAR-435	Ability to prevent users from accessing information on exams for which they or a friend/relative has filed an application
TAR-436	Ability to restrict access to specific data fields.
TAR-437	Ability to restrict access to specific reports.
TAR-438	Ability to restrict access to specific Windows/screens.
TAR-439	Ability to establish a security level that would allow operating departments to conduct the recruitment and selection process for transfers, while prohibiting access to civil service exams conducted by the central Personnel Department.
TAR-440	Ability to establish a security level that would allow operating departments to generate a certification, after the required approvals have been obtained.
TAR-441	Ability to restrict the security for a group of users within the Personnel Department based on the class code for the exam. Initial groups will include sworn promotional and all other classes.
TAR-442	Ability to automatically calculate limited seniority points, based on the employee's work history, only during periods when the employee worked in the class codes/titles specified in the seniority rules for the exam.
TAR-443	Ability to automatically calculate seniority points, based on the employee's work history.
TAR-444	Ability to calculate pro-rated seniority for periods of intermittent work.
TAR-445	Ability to calculate pro-rated seniority, based on hours worked, for periods of intermittent employment.
TAR-446	Ability to calculate seniority as of the end of a specified year.
TAR-447	Ability to calculate seniority for selected candidates, including the following groups (all candidates, all candidates with an approved application, all candidates who passed a particular test, all candidates who took a particular test, or a single candidate).

TAR-448	Ability to display all work history for a candidate that was used to calculate seniority points.
TAR-449	Ability to enter seniority points manually for a candidate.
TAR-450	Ability to enter seniority rules for an exam, including the maximum number of points, seniority points per year of service, and class codes/titles that receive limited exam seniority.
TAR-451	Ability to specify whether to recalculate seniority for candidates with existing seniority points, when calculating seniority points.
TAR-452	Ability to view the detailed information for each candidate on how the seniority was calculated.
TAR-453	Ability to enter basic test parameters such as test types, weights, parts, scoring methods, number of items, part weights, minimum and maximum score, number of raters, number of items, and bonus.
TAR-454	Ability to scan test key or enter test key manually.
TAR-455	Ability to view test key, and modify correct answer, or number of points received for each answer.

Exhibit D:
Workday Master Subscription Agreement #191352

Exhibit D: MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement is by and between **Workday, Inc. ("Workday")** a Delaware corporation with offices at 6110 Stoneridge Mall Road, Pleasanton, CA 94588 and **City of Los Angeles ("Customer")**, a California corporation with offices at 200 North Main Street Ste 1400, Los Angeles, California 90012, United States. Whereas Workday provides a subscription Service to which Customer intends to subscribe, this Agreement is part of the Contract between the parties (the "Contract") and it and the exhibits in the Contract including the Standard Provisions for City Contracts ("PSC") establishes the business relationship and allocation of responsibilities regarding the Service and the parties therefore agree as follows:

1. Provision of Service.

1.1 Workday Obligations. During the Term, Workday shall: (i) make the Service and Improvements available to Customer in accordance with the Documentation, the SLA and pursuant to the terms of this Agreement; and (ii) not use Customer Data except to provide the Service, prevent or address service or technical problems, or verify Improvements, in accordance with this Agreement and the Documentation, or in accordance with Customer's instructions.

1.2 Customer Obligations. Customer may enable access to the Service for use only by Authorized Parties solely for the Internal Business Purposes of Customer and its Affiliates in accordance with the Documentation and not for the benefit of any third parties for a level of use not exceeding the Pricing Metrics on the applicable Order Form. Customer is responsible for all Customer Affiliate and Authorized Party use of the Service and compliance with this Agreement. Customer shall: (a) have sole responsibility for the accuracy, quality, and legality of all information submitted to Workday, including, but not limited to, Customer Data; and (b) take commercially reasonable efforts to prevent unauthorized access to, or use of, the Service through login credentials of Authorized Parties, and notify Workday promptly of any such unauthorized access or use. Customer shall not: (i) use the Service in violation of Laws; (ii) in connection with use of the Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (iii) to the best of Customer's knowledge send or store Malicious Code in connection with use of the Service; (iv) interfere with or disrupt performance of the Service or the data contained therein; or (v) attempt to gain access to the Service or its related systems or networks in a manner not set forth in the Documentation.

2. Fees. See Contract, Section IV.

3. Proprietary Rights.

3.1 Ownership and Reservation of Rights to Workday Intellectual Property. See PSC-21.

4. Confidentiality. See **PSC-43** in general.

4.1 Business Associate Exhibit. If Customer concludes that the Service will include access to Customer Data that is protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the parties agree to attach Workday's Business Associate Exhibit to this Agreement, which shall apply to Workday's receipt, maintenance or transmission of Protected Health Information from, or on behalf of Customer, as described in such Exhibit.

5. Customer Data.

5.1 Protection and Security. Workday maintains a security program that conforms to the *Workday Universal Security Exhibit* which is Exhibit I to the Contract ("Security Exhibit") and is further described in Workday's most recently completed Service Organization Control 1 (SOC1) and Service Organization Control 2 (SOC2) audit reports or industry-standard successor reports. The most recently completed, as of the Effective Date, SOC1 and SOC2 audit reports are referred to as the "Current Audit Reports". Each year, Workday will retain a nationally recognized public accounting firm to produce such an audit report relating to the Service at Workday's cost. In no event during the Term shall Workday materially decrease the protections provided by the controls set forth in the Security Exhibit and the Current Audit Reports. Workday will promptly remediate any material deficiencies identified in the Current Audit Report. Upon Customer's request, Workday will provide Customer with a copy of Workday's then-current SOC1 and SOC2 audit reports or comparable industry-standard successor report prepared by Workday's independent third party

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auditor. Workday is self-certified to the EU-U.S. Privacy Shield Framework maintained by the U.S. Department of Commerce ("Privacy Shield") and will remain certified for the Term of the Agreement provided that the Privacy Shield is recognized by the European Commission as a legitimate basis for the transfer of Personal Data to an entity located in the United States. The *Universal Data Processing Exhibit* attached as Exhibit J to the Contract (the "Data Processing Exhibit" or "DPE") will apply to the processing of Personal Data. Customer understands that its use of the Service and compliance with any terms hereunder does not constitute compliance with any Law. Customer understands that it has an independent duty to comply with any and all Laws applicable to it.

5.2 Unauthorized Disclosure. If either party believes that there has been a Security Breach, such party must promptly notify the other party, unless legally prohibited from doing so, within forty-eight (48) hours or any shorter period as may be required by Law; provided, however, that Customer is not required to notify Workday unless Customer reasonably determines there is a threat to the Service. Additionally, each party will reasonably assist the other party in mitigating any potential damage. Each party shall bear the costs of such remediation or mitigation to the extent the breach or security incident was caused by it except as such costs may be allocated pursuant to Section XV(B) of the Contract. As soon as reasonably practicable after any such Security Breach that is not clearly attributable to Customer or its Authorized Parties, Workday shall conduct a root cause analysis and, upon request, will share the results of its analysis and its remediation plan with Customer. In the event that any unauthorized access to or acquisition of Personal Data is caused by Workday's breach of its security and/or privacy obligations under this Agreement, the provisions of Section XV(B)(1) and (2) of the Contract shall apply. To the extent that applicable law affords sufficient time for the following process, each party shall provide the other party with reasonable notice of and the opportunity to review and comment on the content of all public notices, filings, or press releases about a Security Breach that identify the other party by name prior to any such publication.

5.3 Designated Tenant Location. Customer's Tenant will be housed in data centers located in the United States.

6. Warranties and Disclaimers.

6.1 Warranties. Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all Laws. Workday warrants that during the Term (i) the Service shall perform materially in accordance with the Documentation; (ii) the functionality of the Service will not be materially decreased during the Term; and (iii) it will not knowingly introduce any Malicious Code into the Service. Malicious Code, no matter how introduced, will be remedied in accordance with Section 6.2.

6.2 Warranty Remedies. In the event of a breach of the warranty set forth in Section 6.1 (i) or (ii), or upon the discovery of Malicious Code in the Service, (a) Workday shall correct the non-conforming Service at no additional charge to Customer, or (b) in the event Workday is unable to correct such deficiencies after good-faith efforts, Workday shall refund Customer amounts paid that are attributable to the defective Service from the date Workday received such notice (as set forth in Section 6.3 below) through the date of remedy, if any. In the event of a breach of the warranty set forth in Section 6.1 (iv), Workday shall either (a) correct the non-conforming Related Service at no additional charge to the Customer or (b) in the event Workday is unable to correct such deficiencies after good-faith efforts, refund Customer amounts paid attributable to the defective portion of the Related Service. The remedies set forth in this subsection shall be Customer's sole remedy and Workday's sole liability for breach of these warranties unless the breach of warranty constitutes a material breach of this Agreement and Customer elects to terminate the Contract for breach.

6.3 Notice Obligations. To receive the warranty remedies set forth above, Customer must promptly report deficiencies in writing to Workday, but no later than thirty (30) days of the first date the deficiency is identified by Customer, or, in the case of a Related Service, no later than thirty (30) days after delivery of such Related Service. Customer's failure to notify Workday within such thirty (30) day period shall not affect Customer's right to receive the remedy in Section 6.2(a) unless Workday is somehow unable, or impaired in its ability to, correct the deficiency due to Customer's failure to notify Workday within the thirty (30) day period. Notice of breaches of the warranty in Section 6.1(i), (ii), or (iii) shall be made through Workday's then-current error reporting system; notices of breaches of any other warranty shall be made in writing to Workday in accordance with the Notice provisions of the Contract.

Exhibit D: MASTER SUBSCRIPTION AGREEMENT

6.4 **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND RELATED SERVICES AND THE DOCUMENTATION. WORKDAY DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE SERVICE.

7. **Indemnification. See PSC-18 and PSC 19.**
8. **Limitation of Liability. See Contract Section XV.**
9. **Termination. See, generally, Contract Section II and PSC-9. In addition:**

9.1 **Retrieval of Customer Data.** Upon written request by Customer made prior to or upon any expiration or termination of this Agreement, Workday will make Customer Data available to Customer through the Service solely to allow Customer to retrieve Customer Data for a period of up to a total of sixty (60) days after such expiration or termination (the "Retrieval Period"). If Customer utilizes the Transition Period described in Section 9.2 below, it will still receive a total of no more than sixty (60) days of non-cost Retrieval Period. After such Retrieval Period, Workday will have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data by deleting Customer's Tenant; provided, however, that Workday will not be required to remove copies of the Customer Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday will continue to protect the Customer Data in accordance with this Agreement. Upon Customer's request made no later than three (3) months after the end of the Retrieval Period, Workday will certify the deletion of customer data in writing once it is accomplished. Customer Data will be made available in a format mutually agreed upon between the parties (for example, CSV, delimited text or Microsoft Excel). The foregoing deletion obligation will be subject to any retention obligations imposed on Workday by Law. Additionally, during the Term of the Agreement, Customers may extract Customer Data using Workday's standard web services.

9.2 **Transition Period before Final Termination.** Upon any termination of the Agreement, Workday shall, upon Customer's request, continue to provide the Service to Customer (except where Workday is enjoined) pursuant to the terms of this Agreement for a transitional period of up to twelve (12) months (the "Transition Period"). Access to the Service during the Transition Period will be subject to the fees set out in the applicable Order Form, prorated on a monthly basis and payable in advance, based on the annual fees for the Service during calendar period of the Transition Period if the Order Form has fees for such calendar period, and for any portion of the Transition Period not covered by pre-negotiated fees on the Order Form, based upon the annual fees for the twelve month period immediately preceding the termination date plus an additional five percent (5%). Notwithstanding the foregoing, in the event of termination of this Agreement by Workday for Customer's breach, Workday may withhold the provision of the Transition Period and condition further performance upon (i) payment of undisputed fees then owed, (ii) prepayment of fees for further services, and (iii) receipt by Workday of an officer's certificate from Customer certifying ongoing compliance with the terms of this Agreement during the Transition Period. If Customer purchases a Transition Period prior to the start of a Retrieval Period, the Retrieval Period will commence upon the termination or expiration of the paid Transition Period. If Customer purchases a Transition Period during the Retrieval Period, the remaining portion of the Retrieval Period will commence upon the termination or expiration of the paid Transition Period

9.3 **Transition Consulting Services.** During a Retrieval Period or Transition Period, Workday will provide cooperation and assistance as Customer may reasonably request to support an orderly transition to another provider of similar software, services, or to Customer's internal operations. Such cooperation and assistance will be limited to consulting regarding the Workday Service and will be subject to a fee based on Workday's then-current rates for consulting services and such services will be set out in a statement of work to a professional services agreement between the parties. Notwithstanding the foregoing, in the event of termination of this Agreement by Workday for

Exhibit D: MASTER SUBSCRIPTION AGREEMENT

Customer's breach, Workday may withhold the provision of transition consulting services and condition further performance upon (i) payment of undisputed fees then owed and (ii) prepayment of fees for further services.

10. General Provisions.

10.1 Relationship of the Parties. The parties are independent contractors as set forth in PSC-10. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, or fiduciary relationship between the parties. There are no third-party beneficiaries to this Agreement.

10.2 Code of Conduct. Workday has a published code of conduct available on its public web site with rules for ethical business conduct which complies with applicable law. Workday uses commercially reasonable efforts to ensure that Workday complies with its code of conduct, including but not limited to periodic training of employees about the code.

10.3 Waiver and Cumulative Remedies. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10.4 Force Majeure. See PSC-6.

10.5 Assignment. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by PSC-12 shall be void aud of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.6 Governing Law; Waiver of Jury Trial. See PSC-2.

10.7 Export. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Service. Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (i) is located in a country that is subject to a U.S. government embargo; (ii) is listed on any U.S. government list of prohibited or restricted parties; or (iii) is engaged in activities directly or indirectly related to the proliferation of weapons of mass destruction, unless authorized by the United States government.

10.8 Workday SLA Service Credits. If Workday fails to meet the Service Availability or Service Response minimums in a calendar month as set forth in the SLA, in any rolling six-month period ("Failure"), then as Customer's sole and exclusive remedy, Workday shall provide, at Customer's request, service credits for the subscription fees paid for the applicable month for the affected Service as follows: (a) the parties shall meet to discuss possible corrective actions for the first Failure; (b) 10% of subscription fee for a second Failure; (c) 20% of subscription fee for a third Failure; and (d) 30% of subscription fee for a fourth Failure. If more than one of the above (a through d) is triggered, the greater amount for the applicable month shall apply. If there is a Failure in more than three months in any rolling six-month period, then within thirty (30) days of the most recent Failure, Customer may terminate this Agreement and Workday shall refund Customer any prepaid fees for the affected Service that was to be provided after the effective date of termination. Credits shall be deducted from subsequent invoices for subscription fees or, upon expiration or termination of this Agreement, paid to Customer directly.

10.9 Federal Government End Use Provisions (if applicable). Workday provides pre-existing, commercial Service, including related software and technology, for federal government end use solely in accordance with the terms and conditions of this Agreement, and Workday provides only the technical data and rights as provided herein. If a government agency has a "need for" rights not conveyed under these terms, it must negotiate with Workday to determine whether there are acceptable terms for transferring additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the parties in order to convey such rights beyond those set forth herein. For avoidance of doubt, Workday does not currently provide the Service for use in furtherance of a federal prime or subcontract.

Exhibit D: MASTER SUBSCRIPTION AGREEMENT

10.10 Use by other Entities. The parties agree that other public entities which are under the general jurisdiction or oversight of Customer, including local governments, local school systems, courts, and public works departments or airport authorities may utilize the terms of this Agreement to purchase services from Workday. The parties understand that pricing is specific to Pricing Metrics and the choice of Workday Service components and other entities will not necessarily pay the same price as Customer. Any such other entity shall be responsible for complying with its relevant procurement rules and regulations. Customer will in no way whatsoever incur any liability to Workday, such entities, or others in relation to specifications, delivery, payment, or any other aspect of actions or omissions by such entities. An entity wishing to utilize this Agreement will execute its own Order Form which references this Agreement and incorporates it by reference or may, at its option, choose to have a copy of this Agreement executed in its own name. The parties agree that Workday can disclose this Agreement, all exhibits, and any applicable Order Forms to an entity which is seeking to make use of this Section.

10.11 Publicity. Except as set forth herein, Workday shall not use Customer's name, logos or trademarks, without the prior written consent of Customer, in any written press releases, advertisements and/or marketing materials. Notwithstanding the foregoing, Workday may use Customer's name and logo in lists of customers and on its website, including, but not limited to, Workday's community portal; however, such usage shall not be classified as an advertisement but only identification as an entity who receives the Service from Workday. For the avoidance of doubt, this section does not prohibit Workday from referencing Customer's name in a verbal format.

10.12 Miscellaneous. See PSC-2, 4, and 5.

10.13 Definitions.

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Master Subscription Agreement, including the Contract, any exhibits, addenda or attachments thereto that are indicated as applying to this Master Subscription Agreement, and any fully executed Order Form.

"Authorized Parties" means Customer's or its authorized Affiliate's employees, third party providers authorized by Customer, and as appropriate for the applicable Service, students and their parents or guardians, prospective employees, prospective students and their parents or guardians, former students, and/or retirees authorized to access Customer's Tenants and/or to receive Customer Data (i) in writing, (ii) through the Service's security designation, or (iii) by system integration or other data exchange process.

"Confidential Information" has the meaning set forth in PSC-43.

"Customer Data" means the electronic data or information submitted by Customer or Authorized Parties to the Service.

"Customer Input" means suggestions, enhancement requests, recommendations or other feedback provided by Customer, its Employees and Authorized Parties relating to the operation or functionality of the Service.

"Documentation" means Workday's electronic Administrator Guide for the Service, which may be updated by Workday from time to time.

"Effective Date" means the date the Contract is effective in accordance with PSC-3.

"Improvements" means all improvements, updates, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the Service and Documentation, as developed by Workday and made generally available for Production use without a separate charge to Customers.

Exhibit D: MASTER SUBSCRIPTION AGREEMENT

"Intellectual Property Rights" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

"Internal Business Purposes" means use for Customer's internal operations associated with the functionality of the Service, while use to help deliver the products or services that Customer provides to its customers, clients, or prospective customers or clients unless such use is inherent in the Service's design and stated intentions. As illustrative examples: (1) use of recruiting functionality to assist with the recruitment of Customer's employees is Internal Business Purpose but a placement firm's use of recruiting functionality to find employees for its third party clients is not Internal Business Purpose; (2) Workday's Student Service is clearly designed to assist educational institutions manage the records of students; even though students are technically the "clients" or "customers" of the institution, use to manage their records is still Internal Business Purpose; (3) Internal Business Purpose use of Learning is limited to providing learning content to Customer's employees while providing learning content to customers, clients, students or prospective customers, whether on a paid or free basis, is not Internal Business Purpose.

"Law" means any local, state, national and/or foreign law, treaties, and/or regulations applicable to a respective party.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

"Order Form" means the separate ordering documents under which Customer subscribes to the Service or other services pursuant to this Agreement.

"Personal Data" has the definition set forth in the Data Processing Exhibit.

"Pricing Metrics" means the specific measure identified on the applicable Order Form used for determining the Subscription Service Fee on that Order Form, such as FSE Worker or FTE Student.

"Production" means the Customer's or an Authorized Party's use of or Workday's written verification of the availability of the Service (i) to administer Customer Data; (ii) to generate data for Customer's books/records; or (iii) in any decision support capacity.

"Security Breach" means (i) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Customer Data; provided that an incidental disclosure of Customer Data to an Authorized Party or Workday, or incidental access to Customer Data by an Authorized Party or Workday, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a "Security Breach" for purposes of this definition, unless such incidental disclosure or incidental access triggers a notification obligation under any Law, (ii) any Personal Data Breach as defined in the DPE; and (iii) any security breach (or substantially similar term) as defined by Law affecting Customer Data.

"Service" means Workday's software-as-a-service applications and Improvements as described in the Documentation and subscribed to under an Order Form.

"SLA" means the *Workday Production Support and Service Level Availability Policy*, _ to the Contract, Exhibit F, which may be updated by Workday from time to time. No update shall materially decrease Workday's responsibilities under the Workday SLA.

"Subscription Fee" means all amounts invoiced and payable by Customer for the Service.

"Tenant" means a unique instance of the Service, with a separate set of Customer Data held by Workday in a logically separated database (i.e., a database segregated through password-controlled access).

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Exhibit D: MASTER SUBSCRIPTION AGREEMENT

"Tenant Base Name" is a naming convention that will be used in all of the Tenant URLs provided by Workday, as specified in Customer's initial Order Form subscribing to the Service, and which shall remain constant throughout the Term.

"Term" has the meaning set forth in Section 9.1.

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Exhibit E:
Workday Subscription Order Form #191357

ORDER FORM # 00191357.0
TO MASTER SUBSCRIPTION AGREEMENT ("MSA")

Customer Name	City of Los Angeles
Workday Entity	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
MSA Effective Date	See MSA executed herewith
Order Effective Date	The later of the dates of the parties' signatures on the Signature Document
Order Term	April 1, 2020 through June 30, 2029
Order Term in Months	111
Currency	USD
Total Subscription Fee	35,863,062

Payment #	Payment Due Date	Payment Amount
1	Invoiced upon Order Effective Date, due on May 16, 2020	562,078
2	Due on July 20, 2020	2,941,748
3	Due on July 20, 2021	3,922,332
4	Due on July 20, 2022	3,922,332
5	Due on July 20, 2023	3,922,332
6	Due on July 20, 2024	4,118,448
7	Due on July 20, 2025	4,118,448
8	Due on July 20, 2026	4,118,448
9	Due on July 20, 2027	4,118,448
10	Due on July 20, 2028	4,118,448
	Total Payment Amount	**35,863,062**

The above payment schedule represents the Total Subscription Fees due for the Order Term as of the Order Effective Date. Payment Amounts may not be representative of actual subscription costs per year. Customer understands that fees for each Renewal Term are calculated using the Base Subscription Fee as set out in Section 4 "Renewal" of this Order Form, which may be different from the Payment Amounts set out in the table above.

Baseline FSE Worker Count by SKU for Order Term

SKU	Service	April 1, 2020 – June 30, 2020	July 1, 2020 – June 30, 2021	July 1, 2021 – June 30, 2029
HCM	Human Capital Management	10,581	31,742	42,321
USP**	Payroll for United States	10,253	30,758	41,008
TT	Time Tracking	7,221	21,664	28,884
PRA*	Prism Analytics	10,565	31,695	42,258

** Customer agrees that the number of Additional FSE Workers for the service SKU will always be equal to the then-current number of Additional FSE Workers for HCM minus Former Workers with Access.*

*** Customer agrees that the number of FSE Workers for Payroll for all Workday Payroll applications and Cloud Connect for Third Party Payroll will always be equal to the total number of FSE Workers for HCM minus Contingent Workers.*

Number of Named Support Contacts*	6

** Named Support Contacts are the contacts that may request and receive support services from Workday and must be trained on the Workday product(s) for which they initiate support requests.*

Tenant Base Name*	lacity

** Tenant Base Name is the naming convention that will be used in all of the Tenant URLs provided by Workday, which shall remain constant.*

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Customer Contact Information	*Billing, In Care of*	*Customer Support*
Contact Name	Laura Ito	Laura Ito
Street Address City/Town, State/Region/County, Zip/Post Code, Country	200 N. Main St. Los Angeles, California 90012 United States	200 N. Main St. Los Angeles, California 90012 United States
Phone/Fax #	+1 (213) 978-3311	+1 (213) 978-3311
Email (required)	laura.ito@lacity.org	laura.ito@lacity.org

This Order Form is subject to and governed by the MSA. The parties further agree to the terms in the attached Addendums and Exhibits. Any Service SKU described in this Order Form is governed by the Workday Universal Data Processing Exhibit and Workday Universal Security Exhibit. All remittance advice and invoice inquiries shall be directed to Accounts.Receivable@workday.com.

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ADDITIONAL ORDER FORM TERMS ADDENDUM

1.General. Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the MSA. References to "annual" or "year" in this Order Form mean the consecutive 12-month period during the Order Term. The Total Subscription Fee during the Order Term only includes use of the Service by up to the maximum stated number of full-service equivalent workers per SKU set forth in the "Baseline FSE Worker Count by SKU" table ("FSE Workers"). FSE Workers may not be decreased during the Order Term.

2.FSE Workers Calculation. FSE Workers are calculated by categorizing each Customer worker to one of the worker category below, multiplying the Worker number by the applicable percentage rate, and then adding totals for each category of worker.

Sample Total FSE Worker Calculation:

Worker Category	Applicable Number	Applicable Percentage	FSE Worker Calculation
Full-Time Employees	37,987	100.0%	37,987
Part-Time Employees	11,852	25.0%	2,963
Associates	10,459	12.5%	1,308
Former Workers with Access	2,490	2.5%	63
Totals:	**62,788**		**42,321**

The Service may be used by Customer only for the following categories of Employees/Workers:

"**Full-Time Employee**" is an employee of Customer regularly scheduled for more than twenty hours per week regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer's internal standard practices. A Full-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

"**Part-Time Employee**" is an employee of Customer regularly scheduled for twenty hours per week or less regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer's internal standard practices. A Part-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

"**Associate**" is an individual not counted as a Full-Time or Part-Time Employee but in one of the following categories: temporary employees, independent contractors and affiliated non-employees including, but not limited to, volunteers and vendors whose Active Records are in the Service.

"**Former Worker With Access**" is a former worker that continues to have access to the Service through the Employee Self-Service features.

Static Records related to former Workers may be maintained in the Service but shall be excluded from the calculation of FSE Workers. A "**Static Record**" is a record in the Service for a Worker with whom Customer has no further relationship as of the Effective Date and to whom Customer has not provided self-service access, and includes former Worker records used solely for historical reference. All other worker records are "Active Records".

3.Growth. Customer must run a report 60 days prior to each anniversary of the Order Term start date to establish the number of Active Records per SKU (**"Annual Reporting"**) and report the numbers no later than 30 days prior to the anniversary of the Order Term start date (**"Annual Reporting Date"**). If Customer has any one-time addition of workers (e.g., M&A) that would increase FSE Workers by 5% or more (**"Growth Event"**), Customer must report the number of additional workers 30 days prior to the date the workers are added to the Service (**"Growth Event Reporting Date"**). In each case, Customer must report the numbers to subscriptions@workday.com and Workday will determine the extent that the reported numbers exceed FSE Workers by applying the calculation described in Section 2 (such excess, "Additional FSE Workers").

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Annual Fee per Additional FSE Worker per SKU	
HCM	41.71
USP	31.41
TT	18.95
PRA	16.74

Customer agrees to pay fees for the **"Additional FSE Worker per SKU"**, in accordance with the table above, to cover the period from (i) the anniversary of the Order Term start date immediately following the Annual Reporting Date or (ii) the date the workers are added to the Service after a Growth Event Reporting Date, through the subsequent anniversary date (each a **"Reporting Period"**) at the Annual Fee per Additional FSE Worker per SKU set forth above. If there are Additional FSE Workers for the HCM SKU, then such Additional FSE Workers shall also automatically be applicable to any SKU marked with * in the Baseline FSE Worker Count by SKU table.

4.Renewal. Customer may renew its subscription for the Service by notifying Workday prior to the end of the Order Term and Workday will generate a new Order Form for a single five-year renewal term (**"Renewal Term"**) at the below pricing:

Renewal Term years	Annual Renewal Subscription Fees
1st year of Renewal Term	Base Subscription Fee x (1.05 + CPI)
2nd year of Renewal Term	Previous year subscription fee
3rd year of Renewal Term	Previous year subscription fee
4th year of Renewal Term	Previous year subscription fee
5th year of Renewal Term	Previous year subscription fee

The **"Base Subscription Fee"** is **$4,118,448**. The Annual Fee per Additional FSE Worker per SKU for the Renewal Term shall be increased by the same percentage as the **Annual Renewal Subscription Fee** per year in the table immediately above and averaged over the number of years in the Renewal Term. All fees for the Renewal Term will be paid in equal payments and are due by the first day of each corresponding year of the Renewal Term. If Customer wishes to procure any SKUs or FSE Workers for a Renewal Term that are not included in the Base Subscription Fee, fees for those items will be in addition to the fees anticipated under this section.

"CPI" means the Consumer Price Index rate established by the United States Department of Labor for All Urban Consumers, US City Average, All Items (change in annual average) for the calendar year preceding the beginning of the Renewal Term, if a positive number.

5.Option to Acquire Additional Service Applications. At any time prior to the third anniversary of the Order Term start date (the "Option Expiration Date"), Customer may acquire a subscription for the specific application(s) listed below for at least the minimum permitted number of FSE Workers as set forth below at the annual subscription fee rate set forth below. Any standard applicable terms of subscription for the Service applications acquired will apply. If Customer elects to exercise its option under this section, Customer will provide Workday with written notice by the Option Expiration Date and a separate Order Form, with an order term start date on or before the Option Expiration Date, which will be coterminous with this Order Form and will be used to formally document the subscription.

SKU	Service	Minimum Number of Permitted FSE Workers	Fees per FSE Worker (Annualized Rate)
LRN*	Learning	Must match HCM	12.68
REC*	Recruiting	Must match HCM	16.90
CCB*	Cloud Connect for Benefits	Must match HCM	12.68

** Customer agrees that the number of FSE Workers for this SKU will always be equal to the total number of FSE Workers for HCM minus Former Workers with Access.*

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WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM

Customer may use only the Service SKUs subscribed to as listed on page 1 of the Order Form. Workday Service SKU descriptions for applications not subscribed to by Customer are provided for reference only and are subject to change.

Human Capital Management
Workday HCM supports an organization in organizing, staffing, paying, and developing its global workforce. Workday HCM includes Global Human Resources Management (Workforce Lifecycle Management, Organization Management, Compensation, Business Asset Tracking, Absence, and Employee Benefits Administration) and Global Talent Management (Goal Management, Performance Management, Succession Planning, and Career and Development Planning). Workday HCM includes connectors that facilitate integration to select Workday partners that provide capabilities including: recruiting, learning, time and attendance, and user account provisioning (LDAP/Active Directory).

Cloud Connect for Benefits
Cloud Connect for Benefits extends Workday HCM by providing integration to a growing catalog of benefits providers, including: health insurance, health and flexible spending accounts, retirement savings plans, life insurance, AD&D insurance, and COBRA administrators.

Workday Payroll for US
Workday Payroll for US supports the creation and management of Payroll for U.S. employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, involuntary withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Configure and calculate payroll commitments. Workday Payroll includes connectors that facilitate integration to select Workday partners that provide capabilities, including: time and attendance, tax filing, check printing, and direct deposit.

Time Tracking
Workday Time Tracking supports an organization in collecting, processing, and distributing time data for its global workforce. Workday Time Tracking module includes the following capabilities: basic time scheduling, time entry (hourly, time in/time out), approvals, configurable time calculation rules, and reporting.

Learning
Workday Learning supports an organization in training and developing its workforce. This includes the ability to manage, organize and deliver learning content using Media Cloud, and to leverage Workday HCM data to create targeted learning campaigns. A variety of learning content is supported - including but not limited to video, packaged third-party content, and user-generated content. Workday Learning also offers the ability to manage certifications and instructor-led course enrollments, and to gather feedback and analytics relating to the learning experience.

Media Cloud
Workday Media Cloud is a media content management system that consists of Workday's storage, encoding, caching, playback, streaming, and related service components as provided by Workday for customers of the Workday Service. A variety of learning content is supported by Media Cloud, including but not limited to video, packaged third-party content, and user-generated content.

Recruiting
Workday Recruiting supports an organization in its talent acquisition process. It is designed to help hiring managers and recruiters identify, hire and onboard the right talent for their business. Workday Recruiting supports the hiring process, including pipeline management, requisition management, job posting distribution, interview management, offer management, as well as supports local data compliance and pre-employment activities. Workday Recruiting also offers hiring teams tools to proactively source, nurture and track internal and external prospective candidates throughout the recruiting process.

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Prism Analytics
Workday Prism Analytics is an analytics application that provides Workday customers the ability to blend and analyze Workday data and non-Workday data from multiple sources. Workday Prism Analytics includes a data repository for storage and management of data, data preparation tools for transformation and blending of data from various sources, and tools to explore and analyze the data.

Prism Analytics Capacity Unit
A Workday Prism Analytics Capacity Unit increases the licensed Workday Prism Analytics limits for both Published Data Rows and Data Storage for a particular Tenant for the remainder of the applicable Order Term.

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WORKDAY PRISM ANALYTICS TERMS AND CONDITIONS ADDENDUM

Notwithstanding anything to the contrary in the MSA (including any statement that the MSA terms will prevail in the event of conflict or inconsistency), the parties expressly agree that the terms of this Addendum will apply to Customer's use of PRA and will control over the terms of the MSA and Order Forms to the extent they conflict with or are not covered by the MSA or Order Forms.

1. Scope of Use.

a. Customer may use PRA to store and analyze data solely for the internal business purposes of Customer and the internal business purposes of Customer's Affiliates if Customer's subscription for PRA includes Affiliate's Employees.

b. Customer's subscription to PRA herein permits Customer to use PRA up to 500M of Published Data Rows and 5 terabytes of Data Storage for each Tenant (implementation and production tenants). "Published Data Rows" are the number of data rows in total datasets designated as "published" (and therefore capable of being reported upon) in the Customer's PRA data catalog. For the purposes of determining compliance with the limit on Published Data Rows, Workday will consider any data row published that exceeds 1000 characters as multiple data rows in 1000 character increments. "Data Storage" is the total size in terabytes of raw, uncompressed files not published in Customer's PRA data catalog. Published Data Rows and Data Storage are measured separately for each Tenant. Customer may monitor its own usage in PRA and manage Published Data Rows by unpublishing or deleting a dataset or delete data in Data Storage in order to keep its usage of PRA below the Published Data Rows or Data Storage limits set forth above, or Customer may purchase additional capacity (PRACUs, as defined below) for use in Customer's Tenant which expands the allowable Published Data Rows and Data Storage. Customer's "Data Limit" for each Tenant is the sum of the limit set forth above and all current applicable Capacity Unit subscriptions purchased by Customer for such Tenant. Workday reserves the right to monitor the number of Published Data Rows and Data Storage by Tenant used by Customer, and if at any time Customer exceeds its Data Limit applicable to either or both Published Data Rows and Data Storage for a particular Tenant, then Customer may experience reduced performance of the Tenant. If Customer continues to exceed its Data Limit for more than thirty (30) days after receiving a notification from Workday of such overage, through Workday's customer care offering or other reasonable means, then Workday will (i) begin charging Customer, under a separate invoice at a prorated amount based on the fees per PRACU set forth in this Order Form, for the applicable number of additional PRACUs necessary to cover the difference between the measured usage and Customer's current Data Limit for that Tenant, or (ii) limit the addition of data to the Tenant and the number of data rows that may be published, and reduce Customer's Data Limit. A Capacity Unit will increase Customer's current Data Limit for the applicable Tenant for the entirety of the remainder of the applicable Order Term. Pricing of Capacity Units is dictated by the terms set forth herein.

c. Customer may import and utilize third party data (including any data services that Workday may make available to Customer) with PRA but only to the extent Customer has independently obtained all necessary rights and licenses to do so and Customer's use of such data is in compliance with such data provider's terms of use and applicable Laws. PRA is not provided in a PCI compliant environment so it may not be used for PCI data.

2. Workday Prism Analytics Capacity Units ("PRACU").

Each PRACU will increase the allowable Published Data Rows and Data Storage for a particular Tenant by an additional 250M of Published Data Rows and 2.5TB of Data Storage, respectively, with an annual fee of $100,000 USD per PRACU for each Year (fees for any partial Year of the Order Term will be prorated, on a monthly basis, based on such annual fee). A PRACU has a term beginning in the contract Year it is first provided and ending on the last day of the applicable Order Term. PRACU charges will not be prorated for an applicable Year of an Order Term and will be invoiced in accordance with the MSA. Workday may require an Order Form for the purchase of any PRACUs.

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Exhibit F:
Workday Production Support and Service Level Availability Policy (SLA)

Confidential

Workday Production Support and Service Level Availability Policy (SLA)

Workday's Software as a Service ("Service") is based on a multi-tenanted operating model that applies common, consistent management practices for all customers using the service. This common operating model allows Workday to provide the high level of service reflected in our business agreements. This document communicates Workday's Production Support and Service Level Availability Policy ("SLA") with its customers. Capitalized terms, unless otherwise defined herein, shall have the same meaning as in the Workday Master Subscription Agreement.

1. Support Terms:

Workday will provide Customer with support 24x7x365 (24 hours a day, 7 days a week, 365 days a year) in accordance with this SLA.

2. Service Availability:

Workday's Service Availability commitment for a given calendar month is 99.7%.
Service Availability is calculated per month as follows:

$$\left(\frac{\text{Total} - \text{Unplanned Outage} - \text{Planned Maintenance}}{\text{Total} - \text{Planned Maintenance}}\right) \text{ X } 100\% \geq 99.7\%$$

Definitions:

- **Total** is the total minutes in the month
- **Unplanned Outage** is total minutes that the Service is not available in the month outside of the Planned Maintenance window
- **Planned Maintenance** is total minutes of planned maintenance in the month.

Currently, Planned Maintenance is four (4) hours for weekly maintenance, plus four (4) hours for monthly maintenance, plus four (4) hours for quarterly maintenance. Workday's current weekly maintenance begins at 2:00 am (Eastern USA) on Saturday; monthly maintenance begins at 6:00 am (Eastern USA) on Saturday; and quarterly maintenance begins at 10:00 am (Eastern USA) on Saturday. All times are subject to change upon thirty (30) days' notice provided in the Workday Community (https://community.workday.com) and any such change shall not lengthen the duration of the associated maintenance window.

If actual maintenance exceeds the time allotted for Planned Maintenance, it is considered an Unplanned Outage. If actual maintenance is less than time allotted for Planned Maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month.

The measurement point for Service Availability is the availability of the Production Tenants at the Workday production data center's Internet connection points. Upon Customer request not more than once per month via the Customer Center (the Workday case management system), Workday will provide a Service Availability report.

3. Workday Feature Release and Service Update Process:

Periodically, Wurkday introduces new features in the Service with enhanced functionality across Workday applications. Features and functionality will be made available as part of a major feature release ("Feature Release") or as part of weekly service updates ("Service Updates"). Feature Releases will take place approximately twice per year. The frequency of Feature Release availability may be increased or decreased by Workday at Workday's discretion with at least thirty (30) days' prior notice to Customer on Workday Community (https://community.workday.com). Specific information and timelines for Feature Releases and Service Updates can be found on the Workday Community (https://community.workday.com). Feature Releases will be performed during a weekend within any Planned Maintenance.

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Workday Production Support and Service Level Availability Policy (SLA)

4. Service Response:

Workday's Service Response commitment is: (i) not less than 50% of (online) transactions in one (1) second or less and (ii) not more than 10% in two and a half (2.5) seconds or more. Service Response is the processing time of the Workday Production Tenants in the Workday production data center to complete transactions submitted from a web browser. This Service Response commitment excludes requests submitted via Workday Web Services.

The time required to complete the request will be measured from the point in time when the request has been fully received by the encryption endpoint in the Workday Production data center, until such time as the response begins to be returned for transmission to Customer. Customer may request a Service Response report not more than once per month via the Customer Center.

5. Disaster Recovery:

Workday will maintain a disaster recovery plan for the Workday Production Tenants in conformance with Workday's most current Disaster Recovery Summary, the current version of which can be viewed on the Workday Community. Workday commits to a recovery time objective of twelve (12) hours - measured from the time that the Workday Production Tenant becomes unavailable until it is available again. Workday commits to a recovery point objective of one (1) hour - measured from the time that the first transaction is lost until the Workday Production Tenant becomes unavailable.

Workday will test the disaster recovery plan once every six months and will make available a written summary of the results of the most recent test available to Customers in Workday Community.

6. Case Submittal and Reporting:

Customer's Named Support Contacts may submit cases to Workday Support via the Customer Center. Named Support Contacts must be trained on the Workday product(s) for which they initiate support requests. Each case will be assigned a unique case number. Workday will respond to each case in accordance with this SLA and will work diligently toward resolution of the issue taking into consideration its severity and impact on the Customer's business operations. Actual resolution time will depend on the nature of the case and the resolution itself. A resolution may consist of a fix, workaround, delivery of information or other reasonable solution to the issue. Case reporting is available on demand via the Customer Center.

7. Severity Level Determination:

Customer shall reasonably self-diagnose each support issue and recommend to Workday an appropriate Severity Level designation. Workday shall validate Customer's Severity Level designation or notify Customer of a proposed change in the Severity Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

8. Support Issue Production Severity Levels - Response and Escalation:

Workday Response Commitment refers to the period of time from when Customer logs the Production case in the Customer Center until Workday responds to Customer and/or escalation within Workday, if appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments.

In the event of a Severity Level 1 or 2 issue, if Customer is not satisfied with the progress of the case, Customer may escalate the case to Workday support management using the escalation process defined for Named Support Contacts. Upon escalation, Workday support senior management is notified and a Workday escalation manager is assigned to work with Customer until the escalation is resolved.

Workday Production Support and Service Level Availability Policy (SLA)

Severity Level 1:

- Definition: The Service is unavailable or a Service issue prevents timely payroll processing, tax payments, entry into time tracking, financials closing (month-end, quarter-end or year-end), payment of supply chain invoices or creation of purchase orders, or processing of candidate applications. No workaround exists.
- Workday Response Commitment: Workday will respond within thirty (30) minutes of receipt of case and Workday shall remain accessible for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.
- Resolution: Workday will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
- Escalation: If the problem has not been resolved within one (1) hour, Workday will escalate the problem to the appropriate Workday organization. The escalated problem will have higher priority than ongoing support, development or operations initiatives.
- Customer Response Commitment: Customer shall remain accessible for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.

Severity Level 2:

- Definition: An issue with the Service that prevents Customer from completing one or more critical business processes with a significant impact. No workaround exists.
- Workday Response Commitment: Workday will respond within one (1) hour of receipt of case and Workday shall remain accessible for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.
- Resolution: Workday will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
- Escalation: If the problem has not been resolved within four (4) hours, Customer may request that Workday escalate the problem to the appropriate Workday organization where the escalated problem will have higher priority than ongoing development or operations initiatives.
- Customer Response Commitment: Customer shall remain accessible for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.

Severity Level 3:

- Definition: An issue with the Service that prevents Customer from completing one or more important business processes that impact Customer's business operations. A workaround exists but is not optimal.
- Workday Response Commitment: Workday will respond within four (4) hours of receipt of case.
- Resolution: If resolution requires a Workday issue fix, Workday will add the issue fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
- Escalation: If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization
- Customer Response Commitment: Customer will respond to Workday requests for additional information and implement recommended solutions in a timely manner.

Severity Level 4:

- Definition: An issue with the Service that delays Customer from completing one or more non-critical business processes that are not imperative to Customer's business operations. A workaround exists.
- Workday Response Commitment: Workday will respond within twenty-four (24) hours of receipt of case.
- Resolution: If resolution requires a Workday issue fix, Workday will add the issue fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.

- Escalation: If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization.
- Customer Response Commitment: Customer will respond to Workday requests for additional information and implement recommended solutions in a timely manner.

Severity Level 5 (Including Customer Care and Operations Requests):

- Definition: Non-system issues and requests such as Named Support Contact (NSC) changes, SLA report and/or general Service inquiries. Questions about product configuration and functionality should be addressed to the Workday Community.
- Workday Response Commitment: Workday will respond within twenty-four (24) hours of receipt of case.
- Resolution Commitment: Workday will respond to request. Customer will be notified of status changes.
- Escalation: If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization.
- Customer Commitment: Customer will respond to Workday requests for additional information in a timely manner.

9. Workday Support Scope:

Workday will support functionality that is delivered by Workday as part of the Service. For all other functionality, and/or issues or errors in the Service caused by issues, errors and/or changes in Customer's information systems, customizations, and/or third-party products or services, Workday may assist Customer and its third-party providers in diagnosing and resolving issues or errors but Customer acknowledges that these matters are outside of Workday's support obligations. Failure to meet obligations or commitments under this SLA that are attributable to (i) Customer's acts or omissions; and (ii) force majeure events shall be excused.

10. Workday Web Services API Support:

Workday recommends using the most recent version of the Workday Web Services ("WWS") APIs in order to receive optimum performance and stability. Prior versions of WWS APIs are updated to support backward-compatibility for all prior versions of WWS APIs that have not reached an end-of-life status. End-of-life announcements will be made not less than eighteen (18) months before the end-of-life of each WWS API. Announcements surrounding the WWS APIs will be communicated through Workday Community or, for Workday Cloud Platform APIs, through the Workday Cloud Platform developer site.

Backward compatibility means that an integration created to work with a given WWS API version will continue to work with that same WWS API version even as Workday introduces new WWS API versions. With the exception of backward-compatibility updates, prior versions of WWS APIs are not enhanced.

11. Workday Cloud Platform Support:

For customers subscribing to Workday Cloud Platform ("WCP") under an Order Form, Workday will support WCP in Production Tenants. All WCP Applications, whether created by a customer, Workday or others, are expressly not covered by this SLA. Workday will not be responsible for any Service Availability downtime or delayed Service Response times caused by use of any WCP Application(s). WCP APIs, features and services may be modified and/or deprecated by Workday in accordance with the WCP Availability Statuses posted on the Workday Cloud Platform developer site at cloud.workday.com. Use of the developer site and all materials therein is governed by the WCP Developer Program Agreement. "WCP Applications" means the customizations, add-ons, extensions and/or other software solutions developed by or for a customer using WCP developer materials.

Exhibit G:
Workday Platinum Success Package Order Form
205844

ORDER FORM 00205844.0
TO MASTER SUBSCRIPTION AGREEMENT ("MSA")
(PLATINUM SUCCESS PACKAGE)

Customer Name	Information Technology Agency
Workday Contracting Entity	Workday, Inc.
MSA Effective Date	See MSA executed herewith
Order Effective Date	The later of the dates beneath the parties' signatures on the Signature Document
Order Term	April 1, 2020 through June 30, 2029
Order Term in Months	One Hundred Eleven (111)
Currency	USD
Total Consulting Fees	$1,420,000
Workday Rising Location	Workday Rising

Payment #	Platinum Success Invoice Due Date	Date of Service	Invoice Amount
1	Invoiced Upon Order Effective Date, due on May 16, 2020	April 1, 2020 through June 30, 2020	$35,000
2	July 20, 2020	July 1, 2020 through June 30, 2021	$140,000
3	July 20, 2021	July 1, 2021 through June 30, 2022	$140,000
4	July 20, 2022	July 1, 2022 through June 30, 2023	$140,000
5	July 20, 2023	July 1, 2023 through June 30, 2024	$140,000
6	July 20, 2024	July 1, 2024 through June 30, 2025	$165,000
7	July 20, 2025	July 1, 2025 through June 30, 2026	$165,000
8	July 20, 2026	July 1, 2026 through June 30, 2027	$165,000
9	July 20, 2027	July 1, 2027 through June 30, 2028	$165,000
10	July 20, 2028	July 1, 2028 through June 30, 2029	$165,000
	Total Fees for Platinum Success Package		$1,420,000

SKU	Consulting Engagement Type	Total Fees
PCSP	Platinum Customer Success Package	$1,420,000
	Office Hours (40 hours)	Included

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Customer Contact Information	**Billing Contact**
Contact Name	Laura Ito
Street Address	200 N. Main Street
City/Town	Los Angeles
State/Region, Zip/Postal Code	CA / 90012
Country	United States
Phone/Fax #	(213) 978-3333
Email (required)	Laura.ito@lacity.org

This Order Form (this "**Order Form**") is entered into as of the Order Effective Date and Order Term listed above and is subject to and governed by the MSA between the Workday customer ("**Customer**") and the Workday Entity listed above ("**Workday**"). Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the above-referenced MSA. In the event of a conflict between the terms of this Order Form and the terms of the MSA, the terms of this Order Form shall prevail. If any discount offered in this Order Form for a specific product or service is not applied to the Order Form for such product or service, the discount set forth herein shall control.

This Order Form is only valid and binding on the parties when executed by both parties and is subject to and governed by the additional terms in the above-referenced MSA and in the Addendum or Addenda attached hereto.

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ADDENDUM A

ADDITIONAL ORDER FORM TERMS – PLATINUM SUCCESS PACKAGE

During the Order Term, the Platinum Success Package consists of the activities set forth in this Addendum. Customer may not elect to engage in every activity, because not all of the activities listed below will be appropriate for every customer.

1. **Workday Rising Passes**. Annually during the Order Term, Customer shall receive, at no additional charge, four (4) passes to the Workday Rising event specified on the first page of this Order Form. Outside of any Workday Rising events, sessions, and gatherings sponsored by Workday, Customer will be responsible for respective travel and other expenses in relation to Workday Rising. The Workday Rising passes are available for use only in the then-current year and will not rollover to subsequent years. No refunds or other compensation will be provided if Customer does not timely use the passes. Registrations are not transferable to any third party or to any other Workday-sponsored programs or future Workday Rising programs. No retroactive group registration qualification is permitted. Tiers of Service passes cannot be combined with any other discounts or offers, including group discounts.

2. **Workday Customer Success Manager**. Workday will identify two internal resources; one to serve in a Customer Success Manager role (a "**CSM**") and one to serve in a Managing Partner Role (the "**Managing Partner**"). If Workday finds it necessary to change these resources from time to time, Workday will provide notice to Customer. Each of the CSM and Managing Partner will travel onsite to Customer's office location up to three (3) times per year of the Order Term (i.e., three onsite visits prior to each anniversary of the Order Effective Date). Any additional requests for onsite participation will be provided at the expense of Customer, in accordance with Workday's travel and expense policy.

3. **Deployment Activities**. During the deployment phase, the CSM, Managing Partner, and/or one or more other members of Workday's Customer Success team ("**Customer Success**") will provide the following services, as applicable to Customer's requirements:

   3.1 Conduct a Production Preparedness checkpoint to educate Customer on recommendations for topics such as Feature Releases, Support & Governance Models, and Training. This checkpoint may be divided into three (3) sessions upon Customer's reasonable request. Production Preparedness provides Customer with guidance and education on foundational items (such as supporting Workday, adoption, and optimization) that will be critical to operational success after go-live.

   3.2 On a mutually agreed, reasonable cadence, at a minimum monthly if requested by Customer, perform any or all of the following activities:

   (a) Coordinate activities under this Order Form across different time zones, and between Customer and Workday.

   (b) Provide general guidance for use of the Workday Service.

   (c) Provide warm hand-off to applicable Workday team(s) related to support issues, escalations, and general Customer inquiries, with follow-up and/or resolution provided by the applicable Workday team(s).

   3.3 Proactively facilitate the partnership between Customer and Workday including:

   (a) Product-related advocacy. This may include communication with product management on an ad-hoc basis, or in response to specific product-related issues; and facilitating participation in product-related Customer design and feedback groups. However, this advocacy does not guarantee any product changes or enhancements will be made at Customer's request.

   (b) Executive alignment. When appropriate, participate in Customer steering committee meetings or program leadership meetings.

(c) Recommendations for engagement with product, special interest, and/or regional user groups. User groups provide the opportunity for Customer to connect and collaborate with other Workday customers, build a Workday network, and learn practices from other customers' experiences. For example, currently there are groups based on customer industry, functional area, specialty area, or local geographic area.

4. **Production Activities.** The following activities are intended to take place after Customer's first use of the Service in Production (i.e., after Customer's "go-live" date). The CSM and/or Managing Partner shall perform the following activities, as applicable to Customer's requirements, on a mutually agreed, reasonable cadence, at a minimum monthly unless otherwise specified below:

4.1 Conduct Post Go Live Review which may include:

(a) Workday Pillars of Success Review & Recommendations;

(b) Tailored guidance for Customer on Workday-provided programs, training, and other offerings; and

(c) Review Customer's strategic and business goals and accomplishments to align with Workday solutions and development roadmap.

4.2 Participate in regularly scheduled status meetings with Customer, which may cover:

(a) Workday features and functions alignment and adoption;

(b) Updates, responses or resolution facilitation to Customer inquiries, escalations, and cases; and

(c) Guidance and advice on services and training offerings to align specifically with Customer's lifecycle and business needs.

4.3 Conduct Business Reviews which may include:

(a) Workday Service review;

(b) Monthly check-in via email and/or conference call to provide general guidance relating to Customer's use of Workday;

(c) Guidance on new Workday programs, training, and other offerings;

(d) Analysis of case management trends to determine opportunities for greater success; and

(e) Reviews of Customer's strategic and business goals and accomplishments to align with Workday solutions and development roadmap.

4.4 Coordinate key Workday communications tailored to Customer which may include:

(a) Emphasizing Workday alerts and communication that could impact Customer;

(b) Partnering opportunities for Customer and Workday; and

(c) Participation in user groups and other Workday-led events.

4.5 Provide quarterly guidance for Workday Community, which may include:

(a) Guidance on posting to Community for best results;

(b) Recommendations for participation in Workgroups and Surveys as opportunities to provide feedback;

(c) Utilizing the Workday Community Brainstorm Workbench to track voted-on brainstorms to provide feedback to Workday regarding Customer's priorities; and

(d) Key Community features and/or content to improve Community utilization and increase the value obtained by Customer from Community.

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4.6 Act as product-related advocate, which may include communication with product management on an ad-hoc basis or in response to specific product-related issues. Such communications do not guarantee any product changes or enhancements at Customer's request.

(a) Facilitate participation in product-related customer design and feedback groups. Customer's participation in these groups does not guarantee any product changes or enhancements at Customer's request.

(b) Periodic feature reviews to help Customer understand impact of, and plan for, adoption of new Workday features.

(c) When appropriate, participate in Customer steering committee meetings or program leadership meetings.

4.7 Conduct quarterly roadmap planning based on a review of Customer's strategic initiatives and functionality adoption plan, including assistance with development of Customer roadmap for functionality adoption to align with business objectives and production plans.

5. Exclusions. Workday Customer Success does **not** include the following activities or roles.

5.1 Customer Success is not an elevated level of support. It is not a dedicated help line for product challenges, issues, or bugs. Customer Success does not provide any product support for Workday Feature Releases.

5.2 Customer Success does not operate in any professional services roles such as:

(a) Case Monitoring

(b) Solution Architect

(c) Project Manager

(d) Implementation Consultant

(e) Product Subject Matter Expert

6. Post-Production Services. The Platinum Success Package provides Customer with additional offerings and discounts on post-production services to facilitate ongoing adoption of new features and functionality.

6.1 Office Hours. The Platinum Success Package includes 40 hours of Office Hours appointment credits for use beginning from the later to occur of (i) Customer's initial production "go-live" date and (ii) the Order Effective Date, and expiring at the end of the Order Term.

(a) *Office Hours Appointments*. Office Hours Appointments ("**Office Hours**") are to be used by the Customer to schedule appointments in one (1), two (2), or three (3) hour increments with a Workday certified Office Hours Consultant (a "**Consultant**"), with one Office Hours credit decremented for each for each hour of the appointment. The types of questions addressed during Office Hours are limited to how-to questions, Customer-driven configuration reviews, feature demonstrations, and general questions and answers. Current Office Hours Consultant language capabilities limit questions to English only. Each Office Hour consists of (i) a remote Web-conferencing consultation, up to one (1) hour in total effort or duration, between the Customer and a certified Office Hours Consultant; and (ii) reasonable research and preparation by the Workday Consultant in advance of the consultation; provided Customer has delivered a written summary of questions at the time of the appointment request.

(b) *Office Hours Assumptions*.

(i) Office Hours credits provided or purchased under this Order Form are non-cancelable, non-refundable, and non-transferable, and cannot be used as a credit toward any other amounts due to Workday.

(ii) Credits for Workday Office Hours are provided under this Order Form as a one-time grant, not an annual grant. Additional Office Hours credits may be purchased by Customer using

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Workday's standard Office Hours renewal process. If purchased during the Order Term, the discount set forth herein will apply.

(iii) If Customer fails to use all of its Office Hours credits, no refund, credit, or other compensation will be provided.

(iv) Customer may utilize Office Hours credits only for the Workday products to which the Customer has already subscribed. Products, functional areas, and/or features that are not generally available are not in scope. Customer must be in production with the Workday Service, although the functionality for discussion does not have to be currently deployed.

(v) Office Hours must be requested via an online system, as directed by Workday.

(vi) Office Hours services are guidance support only. No "hands on" consulting services, consultant configuration, or access to Customer's tenant are permitted under this Order Form.

(vii) Workday will not document the results of, or record, any Office Hours. Customer may record the Office Hours; provided that any Workday Confidential Information contained in the recording remains the exclusive property and Confidential Information of Workday. Customer may use such recordings only with respect to the Workday products which Customer is authorized to use in writing by Workday.

(viii) Customer may schedule follow-up appointments with the same Consultant to maintain continuity, subject to such Consultant's availability. Each separate appointment will be separately counted and decremented hereunder.

(ix) Office Hours canceled or rescheduled less than 24 hours in advance of the appointment time will be forfeited and one full Office Hour will decremented from Customer's Office Hours credit balance.

(x) The Consultant will wait up to 15 minutes following the start of the confirmed appointment time for the arrival of the Customer. If Customer fails to arrive within the initial 15 minutes, or at all, the Office Hour will be forfeited and one full Office Hour will decremented from Customer's Office Hours credit balance. If Customer arrives late but within the 15 minute wait time, that wait time will be forfeited and the appointment will conclude at the originally scheduled end time.

(xi) Workday will not guarantee the availability of Customer's preferred date, time or requested Consultant. Customer will need to select an appointment from available dates and times.

(xii) Based on the expertise and capabilities of the Consultant, Workday may limit the scope of each appointment to the questions and discussion items submitted in advance by Customer in the appointment request.

6.2 Customer Enablement Discounts. The then-currently available Workday Customer Enablement standard post-production service offerings will be offered to Customer at a twenty percent (20%) discount. A separate statement of work will be created for these services, with the discount applied therein. The discounts cannot be used for Customer Enablement Workshops. If Customer wishes to secure additional services to implement additional functionality, data conversion, or integrations not included in the scope of the standard offerings, Workday will provide a separate proposal for such services under a separate statement of work; provided that such services will not be eligible for the 20% discount.

7. Workday Education Services.

7.1 Workday will waive up to five (5) registration fees for the Getting Started with Workday Touchpoints course. The course helps prepare new and existing customers to make educated design and configuration decisions during both their initial deployment as well as on going configuration of Workday. Upon completing the course, students will be given access to the Workday Touchpoints Kit.

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7.2 Workday will waive up to five (5) Workday Pro registration fees. Workday Pro is Workday's customer-focused accreditation program. There are multiple tracks under the Workday Pro program. Each track is specific to a product area. To complete the track the individual must complete a set of courses and pass a test. Once completed, Workday Pros receive membership in the private Workday Pro Community Group, access to the Workday Touchpoints Kit, as well as access to update training with each new Workday release all for no additional cost. The registration fee covers the registration cost in a single Workday Pro track. The registration fee does not cover the cost of the individual training courses within the track. If the Customer resource fails the Workday Pro test for a track where the registration fee was waived, additional test attempts will be subject to a test re-take fee.

7.3 If Customer elects to purchase any Learn On-Demand Libraries or the Workday Adoption Kit, Customer will receive a 20% discount based on Workday's then current list prices. Customer will need to execute a separate agreement to procure any Learn On-Demand Libraries or the Adoption Kit. The discount will not be applied retroactively for any Learn On-Demand Library or Workday Adoption Kit purchases made prior to the execution of this Order Form.

8. **Tenant Discount.** If, after the production go-live date, Customer elects to purchase additional deployment tenant(s), a twenty percent (20%) discount will be applied to the current list pricing for a maximum of two (2) additional tenant(s) per annual period during the Order Term. Customer will need to execute a separate agreement to procure the additional tenant(s).

9. **Conditions.**

9.1 The fees set for the Platinum Success Package are based on the scope, terms, and conditions described herein. Any changes to the scope or conditions may impact both the time required to complete the reviews and/or activities and the total fees. Workday will advise Customer if requested activities will result in a fee increase. Customer may choose not to proceed with the additional requested activities. Any additional activities and the fees therefor shall be documented in a separate statement of work or Change Order executed by the parties.

9.2 Customer is responsible for the timely coordination of its internal resources and providing appropriate information to Workday as necessary. If Customer's actions or responsibilities hereunder are delayed or impact Workday's ability to perform the activities for any reason, Customer understands and agrees that Workday's ability to staff the work, to complete the work in a timely manner, and to meet date commitments, if applicable, could be at risk, and Workday may delay performance of its activities, a Change Order may be required, and additional fees may be due.

9.3 The fees are based on a scope for deployment limited as described in this Order Form.

10. **Fees, Expenses and Payment.** Workday will invoice the Platinum Success fees in accordance with the table above. Invoices are due in accordance with the Agreement. Except as provided herein, all fees are non-cancelable and non-refundable. Excluding the three onsite visits set forth above, Workday's travel-related costs and expenses are not included in the fees set forth in this Order Form.

11. **Ownership**. See Contract Section XVI Revisions to City Standard Provisions PSC 21 Ownership and License.

12. **Warranty and Warranty Remedies.** The warranties set forth in PSC-25 shall apply to the services performed in this Order Form and the warranty remedies of the parties shall be governed by the terms and conditions for Professional Services in the Contract. The expiration or termination of the MSA for any reason will result in immediate termination of this Order Form.

13. **Limitation of Liability, Exclusions**. See Contract Section XV Limitation of Liability and Data Breach Remediation.

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Exhibit H:
Workday Training Order Form # 205847

ORDER FORM # 00205847.0
TO MASTER SUBSCRIPTION AGREEMENT ("MSA")

Customer Name	City of Los Angeles
Workday Entity	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
MSA Effective Date	See MSA executed herewith
Order Effective Date	The later of the dates of the parties' signatures
Currency	USD
Total Training Fees	751,927

Payment #	Payment Due Date	Payment Amount
1	Invoiced upon Order Effective Date, due on May 16, 2020	391,549
2	Due on July 20, 2020	40,042
3	Due on July 20, 2021	40,042
4	Due on July 20, 2022	40,042
5	Due on July 20, 2023	40,042
6	Due on July 20, 2024	40,042
7	Due on July 20, 2025	40,042
8	Due on July 20, 2026	40,042
9	Due on July 20, 2027	40,042
10	Due on July 20, 2028	40,042
	Total Payment Amount	**751,927**

SKU	Training Offering	Price Per TC	Quantity	Training Fees
TC	Training Credits (prepaid)	585	652	381,420

SKU	Training Offering	Annual Rate	Quantity	Platinum CSM Package Annual Discount	LOD Fees for Order Term
LODHCM10	Learn On-Demand – HCM Library 10 Initial Users	5,000	1	(1,000)	37,019
LODHCM5	Learn On-Demand – HCM Library 5 Additional Users	1,250	1	(250)	9,255
LODPAY10	Learn On-Demand - Payroll/Absence/Time Tracking Library 10 Initial Users	5,000	1	(1,000)	37,019
LODPAY5	Learn On-Demand - Payroll/Absence/Time Tracking Library 5 Additional User	1,250	1	(250)	9,255
LODEG10	Learn On-Demand – Education & Government Library 10 Initial Users	5,000	1	(1,000)	37,019
LODEG5	Learn On-Demand – Education & Government Library 5 Additional Users	1,250	1	(250)	9,255
LODTECH10	Learn On-Demand – Cross-Application Technology Library 10 Initial Users	5,000	1	(1,000)	37,019
LODTECH5	Learn On-Demand – Cross-Application Technology Library 5 Additional Users	1,250	1	(250)	9,255
Total LOD Fees for Order Term					**185,096**
LOD Order Term: April 1, 2020 through June 30, 2029					

SKU	Training	Total Number	AK Fees for	Platinum CSM	AK Fees for

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	Offering	of FSE Workers	Order Term	Package Discount for Order Term	Order Term
AK	Adoption Kit	42,321	231,763	(46,352)	185,411
AK Order Term: April 1, 2020 through June 30, 2029					

The link to the LOD and Adoption Kit offerings will be delivered to the respective LOD and Adoption Kit Named User designated below. The Customer is responsible for providing accurate email addresses below.

Customer Contact Information	Billing, In Care of	LOD Named User/ Training Coordinator	Adoption Kit Named User
Contact Name	Laura Ito	Laura Ito	Laura Ito
Street Address City/Town, State/Region/ Zip/Post Code Country	200 N. Main St. Los Angeles California 90012 United States	200 N. Main St Los Angeles California 90012 United States	200 N. Main St Los Angeles California 90012 United States
Phone/Fax #	(213) 978-3311	(213) 978-3311	(213) 978-3311
Email (required)	Laura.ito@lacity.org	Laura.ito@lacity.org	Laura.ito@lacity.org

This Order Form is subject to and governed by the MSA. The parties further agree to the terms in the attached **Addendum**. All remittance advice and invoice inquiries shall be directed to Accounts.Receivable@workday.com.

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ADDENDUM A
ADDITIONAL ORDER FORM TERMS – TRAINING

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the referenced MSA. In the event of a conflict between the terms of this Order Form and the terms of the MSA, the terms of this Order Form shall prevail.

1. Training Terms. The Training Credits purchased under this Order Form expire eighteen (18) months from the Order Effective Date. Each Training Credit may be used for either: (i) one day of in person attendance for one attendee to a Workday classroom training course at a designated Workday facility, (ii) one day of in person attendance for one attendee to a Workday instructor-led onsite training course at a Customer facility, or (iii) two days of virtual (online remote) attendance for one registered attendee to a Workday virtual instructor-led training course. The registered attendee shall not permit others to participate. Customer may not register for and apply Training Credits to training until such Training Credits are purchased pursuant to an Order Form. Customer may not retroactively apply subsequently purchased Training Credits to training for which registration occurred before the applicable Order Effective Date. If Customer registers for training without an adequate prepaid Training Credit balance, Workday list prices will apply. The number of Training Credits required for an attendee to attend a specific course varies by the duration of the course (in days). Specific offerings and the requisite number of Training Credits for attendance are set forth in Workday's current training catalog. Any Customer request for a cancellation of a class enrollment must be submitted as a Training Case via the Customer Center by the Customer Training Coordinator at least seven (7) full calendar days prior to the scheduled start date of the class. Cancellation requests received less than seven (7) calendar days prior to the scheduled start date will not be honored and are subject to the full training fee.

2. Training Credit Bulk Purchase Option. Workday's discounted bulk purchase rates will be applied to the cumulative number of Training Credits purchased during a rolling 12-month period provided Customer prepays for all such purchases. Discounted rates will not be applied retroactively for previously purchased Training Credits. Any a la carte training purchases, including purchases of courses from the Learning Management System (LMS) course list, will not count toward the cumulative number of Training Credits purchased for the purpose of bulk purchase rates.

The following rates apply to the bulk Training Credits purchased hereunder between the Order Effective Date through January 31, 2021:

Prepaid Training Credits Acquired	Rate Per Training Credit
0 – 25	USD $ 700
26 – 50	USD $ 680
51 – 75	USD $ 660
76 – 100	USD $ 635
101-249	USD $ 610
250+	USD $ 585

The following rates apply to the bulk Training Credits purchased hereunder between February 1, 2021 and the first anniversary of the Order Effective Date:

Prepaid Training Credits Acquired	Rate Per Training Credit
0 – 10	USD $ 800
11 - 25	USD $760
26 – 50	USD $ 735
51 – 75	USD $ 710
76 – 100	USD $ 685
101-249	USD $ 660
250+	USD $ 620

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3. **On-Site Training Terms.** On-site training at Customer's site is subject to Workday's approval and the following terms. Customer will provide the required training facility in accordance with the Workday-provided specifications for room set-up, hardware and Internet connectivity requirements. Each attendee will have an individual workstation complete with Internet connectivity. On-site training fees will be billed in advance or Customer may utilize Training Credits purchased on a previous Order Form if fully paid. In addition to the applicable fees for the Training Credits, Customer will be responsible for an additional $2,500 fee for any course delivered onsite at Customer facilities. On-site training not completed in the period scheduled will not be refunded, nor will it be applied to any other Workday service offering. The minimum and maximum number of students for any on-site training is thirteen (13) minimum and eighteen (18) maximum.

4. **Learn On-Demand Terms.** The first **Learn On-Demand** (LOD) SKU of each Library purchased by Customer is for ten (10) Named Users. Each **5 Additional Users** SKU is for five (5) additional Named Users for the stated Library. A **Library** is a bundle of specific, related training concepts. Library offerings currently include: (i) HCM, (ii) Cross Application Technology, (iii) Financials, (iv) Workday Payroll, and (v) Education & Government. A **Named User** is an eligible Employee of Customer for which Customer has provided Workday a valid name and e-mail address. Each Named User will be assigned a password granting the Named User access to the LOD. Named Users may not be substituted without the prior written consent of Workday, which will not be unreasonably withheld. Each Named User may access all of the LOD content within a specific Library during the stated number of years above

5. **Adoption Kit Terms.** The Adoption Kit includes: (i) all content listed in the applicable overview provided therewith as well as any additional content made generally available by Workday during the Adoption Kit Order Term, (ii) a facilitators guide, (iii) an FAQ, (iv) videos, and (v) sample internal marketing materials. During the Adoption Kit Order Term, Workday hereby grants to Customer a non-exclusive, nontransferable license to use, copy, customize and create derivative works of the Adoption Kits solely for the purpose of internally distributing the relevant Adoption Kit material to promote internal use of the Service by Customer's Employees. Customer shall reproduce all Workday proprietary rights notices and headings on any copies, in the same manner in which such notices were set forth in or on the original. Customer is solely responsible for the accuracy of any modifications or customizations of the Adoption Kits made by it. Subject to Workday's underlying intellectual property rights in the Adoption Kits and the Service, Customer owns all improvements and other materials that Customer may develop, make or conceive, either solely or jointly with others (but not with Workday), whether arising from Customer's own efforts or suggestions received from any source other than Workday, that relate to the Adoption Kits (Adoption Kit Improvements). Customer grants to Workday a royalty-free, irrevocable license to use, copy, distribute, and create derivative works of any and all Adoption Kit Improvements. Customer agrees that Adoption Kit Improvements may include Workday Confidential Information that is subject to the nondisclosure and use restrictions set forth in the MSA. Customer agrees that it will not assert a claim for, or file suit for, or take any other action in furtherance of any alleged or actual infringement or misappropriation of the rights in or associated with any Adoption Kit Improvements should Workday create similar materials independently.

6. **Miscellaneous Training Terms.** Workday training is for use by Customer Employees and Authorized Parties only and for purposes consistent with the MSA. In no event will Customer allow third parties to access or use Workday training or related materials, including, but not limited to, other existing or potential Workday customers or partners. Workday training classes and courses may not be videotaped, recorded, downloaded or duplicated without Workday's prior written consent. This Order Form is non-cancelable and associated fees are non-refundable and non-transferable, and cannot be used as a credit toward any other amounts due to Workday. Customer will pay for all classroom and virtual training courses attended by Customer's Employees and Customer's Authorized Parties. Workday may utilize an external learning management system for training enrollment and tracking of course attendance. Customer understands that any such system is not part of the Workday Service.

Exhibit I:
Universal Security Exhibit

UNIVERSAL SECURITY EXHIBIT

This Workday Universal Security Exhibit applies to the Covered Service and Covered Data. Capitalized terms used herein have the meanings given in the Agreement, including attached exhibits, that refers to this Workday Universal Security Exhibit.

Workday maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing of Covered Data as well as the associated risks, are appropriate to (a) the type of information that Workday will store as Covered Data; and (b) the need for security and confidentiality of such information. Workday's security program is designed to:

- Protect the confidentiality, integrity, and availability of Covered Data in Workday's possession or control or to which Workday has access;
- Protect against any anticipated threats or hazards to the confidentiality, integrity, and availability of Covered Data;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Covered Data;
- Protect against accidental loss or destruction of, or damage to, Covered Data; and
- Safeguard information as set forth in any local, state or federal regulations by which Workday may be regulated.

Without limiting the generality of the foregoing, Workday's security program includes:

1. **Security Awareness and Training**. Mandatory employee security awareness and training programs, which include:

   a) Training on how to implement and comply with its information security program; and

   b) Promoting a culture of security awareness.

2. **Access Controls**. Policies, procedures, and logical controls:

   a) To limit access to its information systems and the facility or facilities in which they are housed to properly authorized persons;

   b) To prevent those workforce members and others who should not have access from obtaining access; and

   c) To remove access in a timely basis in the event of a change in job responsibilities or job status.

3. **Physical and Environmental Security**. Controls that provide reasonable assurance that access to physical servers at the data centers housing Covered Data is limited to properly authorized individuals and that environmental controls are established to detect, prevent and control destruction due to environmental extremes.

4. **Security Incident Procedures**. A security incident response plan that includes procedures to be followed in the event of any security breach of any application or system directly associated with the accessing, processing, storage or transmission of Covered Data.

5. **Contingency Planning**. Policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, pandemic flu, and natural disaster) that could damage Covered Data or production systems that contain Covered Data.

6. **Audit Controls**. Technical or procedural mechanisms put in place to promote efficient and effective operations, as well as compliance with policies.

7. **Data Integrity**. Policies and procedures to ensure the confidentiality, integrity, and availability of Covered Data and to protect it from disclosure, improper alteration, or destruction.

8. **Storage and Transmission Security**. Security measures to guard against unauthorized access to Covered Data that is being transmitted over a public electronic communications network or stored electronically.

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UNIVERSAL SECURITY EXHIBIT

9. **Secure Disposal**. Policies and procedures regarding the secure disposal of tangible property containing Covered Data, taking into account available technology so that such data cannot be practicably read or reconstructed.

10. **Assigned Security Responsibility**. Assigning responsibility for the development, implementation, and maintenance of its information security program, including:

    a) Designating a security official with overall responsibility; and

    b) Defining security roles and responsibilities for individuals with security responsibilities.

11. **Testing**. Regularly testing the key controls, systems and procedures of its information security program to validate that they are properly implemented and effective in addressing the threats and risks identified.

12. **Monitoring**. Network and systems monitoring, including error logs on servers, disks and security events for any potential problems. Such monitoring includes:

    a) Reviewing changes affecting systems handling authentication, authorization, and auditing;

    b) Reviewing privileged access to Workday production systems processing Covered Data; and

    c) Engaging third parties to perform network vulnerability assessments and penetration testing on a regular basis.

13. **Change and Configuration Management**. Maintaining policies and procedures for managing changes Workday makes to production systems, applications, and databases processing Covered Data. Such policies and procedures include:

    a) A process for documenting, testing and approving the patching and maintenance of the Covered Service;

    b) A security patching process that requires patching systems in a timely manner based on a risk analysis; and

    c) A process for Workday to utilize a third party to conduct web application level security assessments. These assessments generally include testing, where applicable, for:

        i) Cross-site request forgery

        ii) Services scanning

        iii) Improper input handling (e.g. cross-site scripting, SQL injection, XML injection, cross-site flashing)

        iv) XML and SOAP attacks

        v) Weak session management

        vi) Data validation flaws and data model constraint inconsistencies

        vii) Insufficient authentication

        viii) Insufficient authorization

14. **Program Adjustments**. Workday monitors, evaluates, and adjusts, as appropriate, the security program in light of:

    a) Any relevant changes in technology and any internal or external threats to Workday or the Covered Data;

    b) Security and data privacy regulations applicable to Workday; and

    c) Workday's own changing business arrangements, such as mergers and acquisitions, alliances and joint ventures, outsourcing arrangements, and changes to information systems.

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Exhibit J:
Universal Data Processing Exhibit

UNIVERSAL DATA PROCESSING EXHIBIT

This Universal Data Processing Exhibit ("DPE") is an exhibit to the Agreement between Workday and Customer and sets forth the obligations of the parties with regard to the Processing of Personal Data pursuant to such Agreement.

1. Definitions

Unless otherwise defined below, all capitalized terms have the meaning given to them in the applicable Agreement and/or exhibits thereto.

"Agreement" means the Master Subscription Agreement, the Professional Services Agreement, and Order Forms, including any exhibits or attachments applicable to the Covered Service.

"Covered Data" means (i) Customer Data, (ii) Professional Services Data, and (iii) any other electronic data or information submitted by or on behalf of Customer to a Covered Service.

"Covered Service" means (i) any Service provided under an Order Form that specifically refers to this DPE, and/or, (ii) any Professional Services.

"Customer Audit Program" means Workday's optional, fee-based customer audit program as described in the Order Form for Audit Program.

"Data Controller" means the entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

"Data Processor" means the entity which Processes Personal Data on behalf of the Data Controller.

"Data Protection Laws" means all data protection laws applicable to the Processing of Personal Data under this DPE, including local, state, national and/or foreign laws, treaties, and/or regulations, the GDPR, and implementations of the GDPR into national law.

"Data Subject" means the person to whom the Personal Data relates.

"**GDPR**" means the General Data Protection Regulation (EU) 2016/679.

"Personal Data" means any Covered Data that relates to an identified or identifiable natural person.

"Personal Data Breach" means (i) a 'personal data breach' as defined in the GDPR affecting Personal Data, and (ii) any Security Breach affecting Personal Data.

"Processing or Process" means any operation or set of operations performed on Personal Data or sets of Personal Data, such as collecting, recording, organizing, structuring, storing, adapting or altering, retrieving, consulting, using, disclosing by transmission, disseminating or otherwise making available, aligning or combining, restricting, erasing or destroying.

"Professional Services" means the professional or consulting services provided to Customer under a Professional Services Agreement.

"Professional Services Agreement" means any agreement between the parties for the provision of consulting or professional services, including but not limited to the following agreements or terms: the Foundation Tenant Service Terms, the Professional Services Agreement, the Delivery Assurance terms, the Professional Services Addendum, and/or the Consulting and Training Addendum and Amendment.

"Subprocessor" means a Workday Affiliate or third-party entity engaged by Workday or a Workday Affiliate as a Data Processor under this DPE.

"Subprocessor List" means the subprocessor list identifying the Subprocessors that are authorized to Process Personal Data for the relevant Covered Service, accessible through Workday's customer website (currently located at: https://community.workday.com).

UNIVERSAL DATA PROCESSING EXHIBIT

2. Processing Personal Data

2.1 Scope and Role of the Parties. This DPE applies to the Processing of Personal Data by Workday to provide the Covered Service. For the purposes of this DPE, Customer and its Affiliates are the Data Controller(s) and Workday is the Data Processor.

2.2 Instructions for Processing. Workday shall Process Personal Data in accordance with Customer's documented instructions. Customer instructs Workday to Process Personal Data to provide the Covered Service in accordance with the Agreement (including this DPE). Customer may provide additional instructions to Workday to Process Personal Data, however Workday shall be obligated to perform such additional instructions only if they are consistent with the terms and scope of the Agreement and this DPE.

2.3 Compliance with Laws. Workday shall comply with all Data Protection Laws applicable to Workday in its role as a Data Processor Processing Personal Data. For the avoidance of doubt, Workday is not responsible for complying with Data Protection Laws applicable to Customer or Customer's industry such as those not generally applicable to online service providers. Customer shall comply with all Data Protection Laws applicable to Customer as a Data Controller.

3. Subprocessors

3.1 Use of Subprocessors. Customer hereby agrees and provides a general prior authorization that Workday and Workday Affiliates may engage Subprocessors. Workday or the relevant Workday Affiliate engaging a Subprocessor shall ensure that such Subprocessor has entered into a written agreement that is no less protective than this DPE. Workday shall be liable for the acts and omissions of any Subprocessors to the same extent as if the acts or omissions were performed by Workday.

3.2 Notification of New Subprocessors. Workday shall make available to Customer a Subprocessor List and provide Customer with a mechanism to obtain notice of any updates to the Subprocessor List. At least thirty (30) days prior to authorizing any new Subprocessor to Process Personal Data, Workday shall provide notice to Customer by updating the Subprocessor List.

3.3 Subprocessor Objection Right. This Section 3.3 shall apply only where and to the extent that Customer is established within the European Economic Area, the United Kingdom or Switzerland or where otherwise required by Data Protection Laws applicable to Customer. In such event, if Customer objects on reasonable grounds relating to data protection to Workday's use of a new Subprocessor then Customer shall promptly, and within fourteen (14) days following Workday's notification pursuant to Section 3.2 above, provide written notice of such objection to Workday. Should Workday choose to retain the objected-to Subprocessor, Workday will notify Customer at least fourteen (14) days before authorizing the Subprocessor to Process Personal Data and Customer may terminate the relevant portion(s) of the Covered Service within thirty (30) days. Upon any termination by Customer pursuant to this Section, Workday shall refund Customer any prepaid fees for the terminated portion(s) of the Covered Service that were to be provided after the effective date of termination.

4. Rights of Data Subjects

4.1 Assistance with Data Subject Requests. Workday will, in a manner consistent with the functionality of the Covered Service and Workday's role as a Data Processor, provide reasonable support to Customer to enable Customer to respond to Data Subject requests to exercise their rights under applicable Data Protection Laws ("**Data Subject Requests**").

4.2 Handling of Data Subject Requests. For the avoidance of doubt, Customer is responsible for responding to Data Subject Requests. If Workday receives a Data Subject Request, Workday will promptly forward such request to Customer, provided the Data Subject has given sufficient information for Workday to identify Customer.

5. Workday Personnel

Workday shall take reasonable steps to require screening of its personnel who may have access to Personal Data, and shall require such personnel (i) to Process Personal Data in accordance with Customer's instructions as set forth in this

UNIVERSAL DATA PROCESSING EXHIBIT

DPE, (ii) to receive appropriate training on their responsibilities regarding the handling and safeguarding of Personal Data; and (iii) to be subject to confidentiality obligations which shall survive the termination of employment.

6. Personal Data Breach

In the event Workday becomes aware of a Personal Data Breach it shall without undue delay notify Customer in accordance with the Security Breach provisions of the Master Subscription Agreement. To the extent Customer requires additional information from Workday to meet its Personal Data Breach notification obligations under applicable Data Protection Laws, Workday shall provide reasonable assistance to provide such information to Customer taking into account the nature of Processing and the information available to Workday.

7. Security Program

Workday shall implement appropriate technical and organizational measures designed to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data as set forth in the Universal Security Exhibit.

8. Audit

Customer agrees that, to the extent applicable, Workday's then-current SOC 1 and SOC 2 audit reports (or comparable industry-standard successor reports) and/or Workday's ISO 27001 and ISO 27018 Certifications will be used to satisfy any audit or inspection requests by or on behalf of Customer, and Workday shall make such reports available to Customer. In the event that Customer, a regulator, or supervisory authority requires additional information, including information necessary to demonstrate compliance with this DPE, or an audit related to the Covered Service, such information and/or audit shall be made available in accordance with Workday's Customer Audit Program.

9. Return and Deletion of Personal Data

Upon termination of the Covered Service, Workday shall return and delete Personal Data in accordance with the relevant provisions of the Agreement.

10. Additional European Terms

10.1 Privacy Shield. Workday, Inc. is self-certified to and complies with the EU-U.S. and the Swiss-U.S. Privacy Shield Frameworks maintained by the U.S. Department of Commerce and will remain certified for the term of the Agreement.

10.2 Subject-Matter, Nature, Purpose and Duration of Data Processing. Workday will Process Personal Data to provide the Covered Service. The duration of Processing Personal Data shall be for the term of the Agreement.

10.3 Types of Personal Data and Categories of Data Subjects. The types of Personal Data and categories of Data Subjects are set forth in Addendum A hereto.

10.4 Data Protection Impact Assessments and Prior Consultations. Customer agrees that, to the extent applicable, Workday's then-current SOC 1 and SOC 2 audit reports (or comparable industry-standard successor reports) and/or Workday's ISO 27001 and ISO 27018 Certifications will be used to carry out Customer's data protection impact assessments and prior consultations, and Workday shall make such reports available to Customer. To the extent Customer requires additional assistance to meet its obligations under Article 35 and 36 of the GDPR to carry out a data protection impact assessment and prior consultation with the competent supervisory authority related to Customer's use of the Covered Service, Workday will, taking into account the nature of Processing and the information available to Workday, provide reasonable assistance to Customer through the Customer Audit Program.

UNIVERSAL DATA PROCESSING EXHIBIT

11. General Provisions

11.1 Customer Affiliates. Customer is responsible for coordinating all communication with Workday on behalf of its Affiliates with regard to this DPE. Customer represents that it is authorized to issue instructions as well as make and receive any communications or notifications in relation to this DPE on behalf of its Affiliates.

11.2 Termination. The term of this DPE will end simultaneously and automatically at the later of (i) the termination of the Agreement or, (ii) when all Personal Data is deleted from Workday's systems.

11.3 Conflict. This DPE is subject to the non-conflicting terms of the Agreement. With regard to the subject matter of this DPE, in the event of inconsistencies between the provisions of this DPE and the Agreement, the provisions of this DPE shall prevail with regard to the parties' data protection obligations.

11.4 Customer Affiliate Enforcement. Customer's Affiliates may enforce the terms of this DPE directly against Workday, subject to the following provisions:

i. Customer will bring any legal action, suit, claim or proceeding which that Affiliate would otherwise have if it were a party to the Agreement (each an "**Affiliate Claim**") directly against Workday on behalf of such Affiliate, except where the Data Protection Laws to which the relevant Affiliate is subject require that the Affiliate itself bring or be party to such Affiliate Claim; and

ii. for the purpose of any Affiliate Claim brought directly against Workday by Customer on behalf of such Affiliate in accordance with this Section, any losses suffered by the relevant Affiliate may be deemed to be losses suffered by Customer.

11.5 Remedies. Customer's remedies (including those of its Affiliates) with respect to any breach by Workday or its Affiliates of the terms of this DPE, and the overall aggregate liability of Workday and its Affiliates arising out of, or in connection with the Agreement (including this DPE) will be subject to any aggregate limitation of liability that has been agreed between the parties under the Agreement (the "**Liability Cap**"). For the avoidance of doubt, the parties intend and agree that the overall aggregate liability of Workday and its Affiliates arising out of, or in connection with the Agreement (including this DPE) shall in no event exceed the Liability Cap.

11.6 Miscellaneous. The section headings contained in this DPE are for reference purposes only and shall not in any way affect the meaning or interpretation of this DPE.

UNIVERSAL DATA PROCESSING EXHIBIT

ADDENDUM A

Data subjects

Prospective, current and former employees and other workers, as well as related persons.

Categories of data

- **Prospective, current and former employee data:** Such employee data as is necessary for human resources and benefits processing, including name; contact information (including home and work address; home and work telephone numbers; mobile telephone numbers; web address data; instant messenger data; home and work email address); marital status; ethnicity; citizenship information; visa information; national and governmental identification information; drivers' license information; passport information; banking details; military service information; religion information; birth date and birth place; gender; disability information; employee identification information; education, language(s) and special competencies; certification information; probation period and employment duration information; job or position title; business title; job type or code; business site; company, supervisory, cost center and region affiliation; work schedule and status (full-time or part-time, regular or temporary); compensation and related information (including pay type and information regarding raises and salary adjustments); payroll information; allowance, bonus, commission and stock plan information; leave of absence information; employment history; work experience information; information on internal project appointments; accomplishment information; training and development information; award information; membership information.
- **Related person's data:** Name and contact information of dependents or beneficiaries (including home address; home and work telephone numbers; mobile telephone numbers); date of birth; gender; emergency contacts; beneficiary information; dependent information).