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Statement of Work #2

to Professional Services Agreement

This Statement of Work #2 ("SOW #2") is entered into as of September 10, 2013 ("SOW #2 Effective Date") and is governed by and made a part of the Professional Services Agreement between **County of San Mateo** ("Customer" or "County" or "San Mateo") and **Workday, Inc.** ("Workday") dated as of September 10, 2013 ("Agreement"). All capitalized terms not otherwise defined herein shall have the same meaning as in the Agreement.

1. *General*

This SOW #2 details the Professional Services that Workday will perform for Customer for the deployment of the Workday Human Capital Management ("HCM") Service including the Workday deliverables, project milestones, pricing, and payment schedules during the Project. The Parties acknowledge that additional SOWs may be entered into between the Parties at such time as additional efforts are initiated. If Customer wishes to secure additional services to implement additional functionality not included in the scope of this SOW #2, Workday will provide a proposal for such services and develop a separate Statement of Work or change order subject to the Change Order Process defined in the Agreement. The Professional Services will be performed either at Customer location or within a Workday/Workday deployment partner office.

2. *Project Scope*

The project scope has been defined as a result of completing SOW #1 and is detailed in the Deliverables and Activities section of this SOW #2, as well as in the Workday scope section which is included herein as Appendix A. Any deliverables or activities not included in the Deliverables and Activities section, as well as any feature or functionality not identified in the scope section is out of scope for this project.

3. *Workday Roles*

Workday project team roles are described in the Agreement. 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.

4. *Customer Roles*

Customer will assume responsibility for the following roles and tasks:

Executive Sponsor/Steering Committee

The Executive Sponsor/Steering Committee is responsible for championing the project, ensuring that the appropriate Customer resources are available for the project, working with the Project Manager to resolve escalated issues in a timely manner and sign off on key deliverables throughout the project. The Executive Sponsor must be an active and visible resource on the project and is expected to participate in regularly scheduled Steering Committee meetings to ensure the project is meeting the goals/objectives and timeframes outlined in the beginning of the project.

Workday Solutions Committee

The Solutions Committee is comprised of key subject matter experts representing the major functional areas such as HCM, Payroll, etc. The committee is responsible for providing subject matter expertise and recommendations at the system/procedure/policy level. They will review key deliverables and provide analysis and feedback to the Steering Committee.

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County Project Manager

The County Project Manager is responsible for managing the project to completion. The County Project Manager performs a variety of tasks including 1) co-developing, managing and maintaining the project plan with the Workday Engagement Manager, 2) managing the risks, issues and key decisions log, 3) setting deadlines and evaluating milestones, 4) assigning responsibilities to County team members, and 5) delivering status reports to upper management on a regular basis. The County Project Manager also escalates issues that may impact the go-live date to the Steering Committee.

County Change Manager(s)

The Change Manager is responsible for facilitating change and end user adoption of the new system within Customer's user community through communication and training. The Change Manager will be responsible for enterprise-wide communication of the project, developing training strategies and plans, and ensuring that Customer's users are ready and willing to adopt the Workday Service upon deployment of the new system. The Change Manager will also be responsible for developing end user training materials and delivering train-the-trainer sessions.

Business Analysts

Business analysts are responsible for identifying data to be converted, cleansing data, validating the data conversion, testing the business processes and configuration in Workday, and reviewing Customer-specific training and documentation. They are also responsible for providing functional knowledge and expertise on Customer requirements such as business processes, data mapping, organizations, and system configurations. They also escalate to the Project Manager issues that may impact the go-live date.

Technical Analysts

Technical Analysts are responsible for providing technical knowledge and expertise related to Customer's integration and data conversion requirements. Technical Analysts extract the data from Customer's current systems, test integrations, and ensure Customer's environment can support the integrations. Technical Analysts also develop Custom Integrations as defined by the Statement of Work, if any.

Testing Manager/Lead

The Testing Lead provides oversight for all testing efforts and developed the test plan. They coordinate testing among the project team and subject matter experts and develop test scenario and templates for use by the testing teams. The Testing Lead also assists with developing a testing schedule and logistics as well as assisting Business Analysts with test script creation.

Workday Administrator(s)

Workday Administrators are the people responsible for the Workday Service when it is in production, providing "Tier 1" support to Customer organization and serving as the point-of-contact for the Workday Production Support team. The Workday Administrator role is typically distributed across two distinct responsibilities:

> **Security Administrator** – The Workday Security Administrator is a role that is responsible for the security configuration for the entire system. The team members filling the role will complete Workday training to learn the overall security capabilities and functionality of the Workday Service. These team members will be responsible for managing the creation, maintenance, and editing of on-going system roles utilized by Customer. The Security Administrator will also be responsible for determining what roles employees will be granted in the Workday Service, performing periodic audits to ensure users are regularly reviewed, and providing guidance on system security capabilities.
>
> **Business Process Administrator** – The Workday Business Process Administrator is responsible for creating, maintaining, and managing Customer's business processes as defined in the Workday Service. The business process steps, roles assigned, and organizations assigned to each process are monitored and maintained by

team members filling this role. The Business Process Administrator will also serve as a "super user" and can assist other Customer users of the Workday Service in resolving issues involving the business process steps.

5. *Deliverables and Activities*

The following section describes the deliverables that will be created for this SOW #2.

The Workday Solutions Committee will review project progress monthly. These reviews will cover all stage deliverables that should have been produced by the time of the review as well as an overall project status. As part of the input into this monthly review, the Workday Engagement Manager will report the status of the project to the Committee. If the project progress or deliverables is not acceptable, Workday and the County will agree on a mitigation plan for any risks and issues and will employ the Issue Escalation process as necessary.

Prior to submitting a finalized invoice to the County CIO, the Solutions Committee and Workday will hold a milestone review meeting. The Solutions Committee will review the invoice at a regularly scheduled biweekly meeting, or, at a specially scheduled meeting should one become necessary. Any issues identified during the review meeting will be discussed and if appropriate, the Issue Escalation process will be employed. The Solutions Committee will forward invoices recommended for approval to the CIO for signature and processing. The CIO will then review the invoice for approval within 10 days of receipt of the invoice from the Solutions Committee.

The Workday deployment methodology consists of five stages: Plan, Architect, Configure & Prototype, Test and Deploy. The following section describes the deliverables that will be created in each stage. The time required to complete these deliverables is based on the contents of the Project Scope section of this document. Based on a projected Project Start Date of October 1, 2013, the estimated duration and estimated completion dates of each Project Stage is listed below, pending timely execution of the contract and availability of resources and training:

	Plan	Architect	Configure & Prototype	Test	Deploy	Post-Production
Estimated Duration	7 Weeks	15 Weeks	22 Weeks	30 Weeks	7 Weeks	4 Weeks
Estimated Completion	November 15, 2013	February 28, 2014	August 1, 2014	February 27, 2015	April 10, 2015	May 1, 2015

Plan

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 sets the overall direction and approach for managing the project. This stage formally documents the detailed overall project scope to facilitate its execution through finalizing the project charter and the project plan. During the Plan stage the team member roles and responsibilities will be defined, and the Customer team members will receive Workday Fundamentals training. The change readiness and communication plans that will be used throughout the project will be prepared. This stage concludes with a kickoff meeting for the project team.

The following are the deliverables associated with this stage:

#	Deliverable	Description	Primary Owner	Customer Responsibility	Workday Responsibility
P1.1	Customer Onboarding	Validate and document administrative and logistical	Engagement Manager	Accountable to assist in	Accountable to lead the effort in getting

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	(Customer Logistics)	information associated with the project. This includes contact information, key dates, locations, and travel policies. Set up project administration tools, which include, but are not limited to, issue tracking, change control track and status reporting. Various standard Workday onboarding activities performed such as requesting GMS tenant, obtaining sFTP, etc.		documenting logistical information and setting up the project administration tools.	onboarding activities completed.
P1.2	Initial Project Planning Finalized (Review SOW, Project Charter, Project Plan)	Review the Statement of Work with the Customer Project Manager to validate and finalize the list of features/functions to be deployed. The Project Charter documents the project's deliverables, deployment approach, and roles and responsibilities. The Project Scope section of this SOW provides input into this document. The Project Plan will be updated prior to beginning the Architect stage of the project	County Project Manager	Customer will be primarily responsible for updating these documents	Workday Engagement Manager will fully participate in the review and revision of the Project Plan and Charter, working directly with the County Project Manager
P1.3	Project Management Meetings	Steering Committee meetings, Solution Committee meetings, and Project Team meetings will be conducted at regular intervals over the course of the project as specified in the SOW#2.	County Project Manager	County Project Manager is responsible for preparing meeting agendas, facilitating meetings, discussing and resolving issues and concerns, keeping minutes of decisions	Project Director/ Workday Engagement Manager provides consultative role, providing input as requested to Project Manager. Attends meetings.
R1.1	Communication Plan	• Document used to identify the expected level of communication for different audiences such as: • Executive Sponsors • Specific Impacted Organizations • Employees • Strategies for Type of Communication Required,	County Change Manager	County Change Manager and Change Lead will develop the draft of the Communications Plan. Also accountable for working with the	Workday Engagement Manager will review the Communications Plan and provide feedback.

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#	Deliverable	Description	Primary Owner	Customer Responsibility	Workday Responsibility
		Frequency, Delivery Method, Author, and Key Messaging are all components of the Communication Plan.		Solutions Committee and the Steering Committee to review and get approval for the finalized Communication Plan.	
R1.2	Readiness Assessment Plan (Change Management Plan)	• Document that defines the change management strategy and approval methods for the following: • Strategy Change • Process Change • Scope Change • Roles and responsibilities are also defined along with a process flow. This plan also identifies enterprise and department readiness factors, and documents how these readiness factors will be measured and assessed.	County Change Manager	The County Change Manager is responsible for preparing the first draft of the Readiness Assessment Plan and working directly with the Change Lead and County Project Manager to complete and finalize the plan.	Workday Engagement Manager will review the Readiness Assessment Plan and provide feedback.
R1.3	Team Training Plan	This is a plan that includes the logistics and participant scheduling and class registration for sending County project team members to appropriate Workday training	County Project Manager	The Project Manager is responsible for preparing the draft of the Project Organization chart, and the plan for classroom, virtual, and on-demand training.	Workday Engagement Manager will fully participate in the review and revision of the Team Training Plan, working directly with the County Project Manager
R1.4	Project Kickoff Meeting	Verification that both The County and Workday have a clear and consistent understanding of project goals, objectives, and timeframes. Executive sponsorship is formalized and project communication strategy is shared. The Workday Engagement Manager will educate the County's project team on how to work with Workday as well as review a number of key deliverables that will be used throughout	Workday Engagement Manager	The County Project Manager is responsible for reviewing the meeting materials and participating fully in leading the meeting with the Workday Engagement Manager	The Workday Engagement Manager is responsible for preparing the agenda and content for this meeting.

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#	Deliverable	Description	Primary Owner	Customer Responsibility	Workday Responsibility
		the project.			
F1.1	Project Team Training	County project team members will complete the training identified in the Team Training Plan in the early stages of the project to prepare them for participation in the subsequent stages of the project. Ongoing training and customer success management framework series will be completed as well.	County Project Manager	The County Project Manager will be responsible for ensuring that Project team members are available to attend training as scheduled and resolve issues.	The Workday Engagement Manager will provide input on available training and work as liaison as necessary with Workday Knowledge Management.
C1.1	Conversion Strategy (Completed Data Gathering Workbook – Initial Prototype)	The County has populated all required fields with current data from their legacy application and returned the completed template to Workday for configuring the Initial prototype. This deliverable also documents the strategy, processes, and tools to be used for extracting conversion data from the legacy systems	County Project Manager	The County Project Manager is accountable for working with the County Technical team to prepare this strategy and complete the test	The Workday Engagement Manager will review the conversion strategy and provide feedback
C1.2	Initial Prototype (P0)	Workday will use the completed Workday Data Gathering Workbook to create the Initial Prototype. This configured prototype may be used during the project kickoff and the design workshops in the Architect Stage. (Data Load #1)	Workday Engagement Manager	The Project Manager will provide any assistance necessary to resolve issues with the provided data.	The Workday Engagement Manager will ensure that the initial prototype is built and configured.
DA1.1	Project Plan Review Checkpoint	Workday's Delivery Assurance team will review the Project Plan to determine whether the defined scope, tasks, and timelines are reasonable and the project is ready to move into the Architect stage.	Workday Engagement Manager	County Project Manager and Steering Committee review the delivery assurance report	Delivery Assurance will prepare the report

Architect

The Architect stage of a Workday deployment enables Customer and Workday project team members to come to a common understanding of county-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, reporting requirements and integration requirements that are applicable across the county. The project plan will be finalized and resource loaded based on the decisions made during design sessions with Customer. It is during this stage that design workshops will be used to drive the business decisions necessary to successfully implement Workday. Attending training will help to expeditiously drive to these decisions.

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Workday will conduct a series of workshops during this stage that will focus on the following areas:

A) Configuration Design – Workday consultants will work with the Customer to design the foundational and organizations components of the Workday Service.
B) Business Process Design – Workday consultants will work with the Customer to review and explain how business processes work within the Workday Service. Using Workday's optimized business processes as a framework, the consultants will work with the customer to design the business process to fit the Customer's needs.
C) Integration & Report Design – Integrations and reports identified as in scope in Appendix A will be reviewed and designed for the Workday Service.

#	Deliverable	Description	Primary Owner	Customer Responsibility	Workday Responsibility
P2.1	Discovery Work session Calendar	All of the discovery work sessions related to configuration, business processes, reports, conversions, and integrations are calendared, conference rooms are reserved, and participants invited	County Project Manager	The County Project Manager will coordinate the calendaring effort with admin help.	The Workday Engagement Manager will schedule Workday staff and assist in coordinating the calendaring effort
P2.2	Testing Strategy	The strategy will address how testing will be conducted by the County with guidance, troubleshooting, and issue resolution assistance from Workday.	County Project Manager	The County Project Manager will develop the draft testing strategy with guidance from Workday. The County Project Manager will also facilitate the review activities and approval by the Solutions and Steering Committees.	Workday will provide sample testing strategies, templates, and scenarios specific to Workday. They will also provide guidance and review the draft Testing Strategy
R2.1	Project Team Readiness Videos	For Stage 2, this includes watching the recommended Workday videos and participating in the recommended conference call.	County Change Readiness Team Lead	The Change Readiness Team Lead is responsible for identifying participants, and facilitating the video sessions and conference call.	The Workday Engagement Manager provides guidance and appropriate Workday staff who will participate in the video sessions and conference call
R2.2	Training Strategy/Plan for End Users	The training strategy will describe the County's approach to training -- specifically who will be trained, how they will be trained, the materials that need to be developed,	County Change Manager	The Change Manager is responsible for developing this strategy in consultation with the Solutions	Workday will provide the County a standard list of suggested trainings by stage and training tracks by role. The Workday Engagement Manager provides guidance and provides feedback on the

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		and when the training will take place. In addition, roles and responsibilities will be documented along with the data needed to train the end users.		Committee	draft Training Strategy/Plan
R2.3	Readiness Assessment #1	A survey tool is used to conduct a baseline readiness assessment for stakeholders identified in the change readiness plan.	County Change Manager	County Change Readiness Team Lead is responsible for working with Change Manager to prepare and conduct the readiness assessment, analyze the results, and document the baseline results.	Workday is responsible for reviewing and providing feedback to the County change management team during the preparation and analysis of the readiness assessment.
F2.1	HCM/Compensation Workshops Completed	Work sessions are conducted for each functional area using design decision guides provided by Workday	Workday Engagement Manager	The County is responsible for identifying participants, confirming participation, and scheduling work sessions for each functional area. The County is also responsible for completing questionnaires and participating in the workshops	Workday is responsible for providing the Workday standard design decision guides and questionnaires, leading the workshops, and documenting the results.
F2.2	Completed Design Decision Guides and Workbooks	As a result of a series of discovery workshops conducted by Workday, Design Decision Guides and Workbooks are produced to document the results that will then be used to configure the P1 tenant.	Workday Engagement Manager	The County project team and Subject Matter Experts (SME's) are responsible for participating in the workshops. The County is responsible for reviewing the design guides and workbooks	The Workday team is responsible for facilitating the work sessions and documenting the results in the Workday standard design guides and workbooks
F2.3	Preliminary High Priority Reports List	The County's report requirements are matched to Workday's standard reports or identified as custom reports. Reports	Workday Engagement Manager	The County team is responsible for identifying reporting requirements,	Workday is responsible for leading the effort to match Workday standard reports with County reporting requirements. They also

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#	Deliverable	Description	Primary Owner	Customer Responsibility	Workday Responsibility
		critical to Go-Live are identified and prioritized. Report specifications for custom reports are developed		assisting in matching them with Workday standard reports. They are also responsible for reviewing custom report specifications and prioritizing Go-Live reports	develop report specifications for custom reports.
C2.1	Updated Data Gathering Workbooks	The County has populated all required fields with current data from their legacy application and returned the completed template to Workday for configuring the P1 prototype.	County Project Manager	The County team is responsible for extracting the data from legacy systems and populating the appropriate data gathering workbooks.	The Workday team is responsible for identifying and providing the data gathering workbooks, and the required data elements in the workbooks, that need to be populated for the P1 tenant. They are also responsible for participating in work sessions as scheduled in the project work plan, to discuss the mapping of the source and target elements and advise on any needed transformations.
C2.2	Prototype 1 (P1) Built	The data gathering workbooks have been submitted and loaded into P1. Data errors have been identified and resolved through as many iterative cycles as possible in the time scheduled for the P1 loading sequence.	Workday Engagement Manager	The County team is responsible for extracting the data and populating the updated Data Gathering workbooks. They are responsible for cleansing the data to the extent possible in the timeframe allotted for this loading sequence. The County team is responsible for resolving extraction and transformation errors.	Workday is responsible for preparing and loading the P1 tenant. They are also responsible for providing load errors and identifying the causes of the load errors to the County team (i.e. data integrity, program problems, etc.)
I2.1	Integration Design Workshops	Integration workshops are conducted for all Cloud Connect and custom integrations, and the Integration list is finalized.	Workday Engagement Manager	The County team is responsible for reviewing and finalizing the integration list, and providing information	Workday is responsible for scheduling and conducting the integration workshops for both configured and custom integrations.

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				necessary for Workday to develop specifications for the custom integrations.	
I2.2	Integration Design and Schedule	This deliverable consists of the design specifications for all custom integrations, and the design documentation necessary for all configured integrations (Cloud Connect). A development schedule is also prepared	Workday Engagement Manager/County Project Manager	The County is responsible for providing specifications on the County and/or non-Workday side of each integration.	The Workday team is responsible for 1) Developing the draft design specifications for all custom integrations, and for documenting the necessary configuration for the Cloud Connect integrations. 2). Develop Integration Standards and Process document (which includes agreed upon data validation and error handling processes/reports that can be developed with the Workday development tools).
I2.3	Third Party SOW Contracts	Statements of Work and/or contracts are negotiated with third party vendors that integrate with Workday to develop and test their side of the integration.	County Project Manager	The County is responsible for contacting and negotiating statements of work and/or contracts with third party vendors that integrate with Workday (such as banks etc.,)	Workday is responsible for working with the third party vendors after the contracts have been finalized.
DA2.1	Stage 2 Integration Design Delivery Assurance Report	Workday's Delivery Assurance team reviews the documented integration designs	Workday Engagement Manager	Project Manager and Steering Committee review the delivery assurance report	Delivery Assurance will prepare the report

Configure & Prototype

The Configure & Prototype stage will complete the configuration of the Workday Service based on the design analysis specifications. Application and integration configurations are completed, data conversion for both set up and worker level information is executed, and the tenant is prepared for the testing stage.

#	Deliverable	Description	Primary Owner	Customer Responsibility	Workday Responsibility
P3.1	Customer Success – Workday Updates	The Workday Updates Session	Workday Engagement Manager	The County will participate in the Workday Updates Session	Workday will schedule and facilitate the Workday Updates Session

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#	Deliverable	Description	Primary Owner	Customer Responsibility	Workday Responsibility
P3.2	Test Plan	The test plan represents an extension of the Testing Strategy document. Using the standard Workday scenario documents as a template, the County creates their own Test Scenario documents to support configuration, end to end, UAT and parallel testing cycles. Roles and responsibilities should be identified. The processes and procedures of how elements of the Service will be tested and how issues resolved are documented. The documentation will also include how components will be retested and the data to be used.	County Project Manager	The County will draft the test plan with help from Workday. The County will tailor the Test Scenarios to support configuration, end to end, UAT and parallel testing cycles. The County will also prepare the data to be used with the testing scenarios.	Workday will assist the County in preparing the Test Plan. Workday will provide standard testing scenarios and provide guidance and help in tailoring the Test Scenarios to meet the needs of the County.
R3.2	Organizational Impact Assessment and Design (New)	This document compares and contrasts the legacy County organization and business processes with the organization and business processes that will best support the move to the Workday service.	County Change Manager	The Change Manager will work with the Change Readiness Team Lead to map any new and/or changed organizational roles. Existing gaps are reviewed with the Human Resources and Controller's departments and appropriate actions are determined, along with an implementation plan agreed upon that will close the gaps. Improvements and changes to legacy business processes will also be identified and documented.	Workday is responsible for reviewing and providing feedback to the Organizational Impact Assessment and Design deliverable.
F3.1	Configuration Prototype (P1)	A Configuration Prototype tenant is built based on the design decisions	Workday Engagement Manager	The County team will receive a P1 tenant for	Workday is responsible for configuring the P1 prototype based on the decisions made

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#	Deliverable	Description	Primary Owner	Customer Responsibility	Workday Responsibility
		confirmed in the Architect Stage. This includes configuration data as well as worker level data provided in the Deployment Data Gathering Workbook. (Data Load #2).		configuration testing after Workday has completed smoke testing.	in the Architect Stage. Workday is responsible for executing smoke test scenarios and resolving issues.
F3.2	Configuration Testing – BP/Configuration	The business processes and configuration for each functional area and/or module is tested to ensure that it meets the County's business requirements.	County Project Manager	The County is responsible for creating the test scenarios and conducting the business process and configuration testing, and identifying issues.	Workday is responsible for troubleshooting and resolving test issues as well as assisting the County in conducting the testing.
F3.3	Custom Reports Developed	All custom reports in the prioritized Go-Live reports list will be developed and unit tested.	Workday Engagement Manager	The County is responsible for participating in walkthroughs for each of the developed reports under the guidance of the Workday team to identify and document issues. The County is responsible for developing any reports beyond the number of reports included in Appendix A, Reports section.	Workday is responsible for developing up to the number of custom reports in Appendix A including unit testing, leading walkthroughs with County project team and SME's, and resolving issues identified in the walkthroughs.
I3.1	Cloud Connect Integrations	All Configured integrations defined in the integrations list in SOW#2 will be developed and unit tested.	Workday Engagement Manager/ County Project Manager	The County is responsible for coordinating unit test activities with third party vendors, and participating in walkthroughs for each of the configured integrations under the guidance of the Workday team to identify and document issues. The County will be responsible for	Workday is responsible for configuring Cloud Connect integrations, unit testing with third party vendors, leading walkthroughs with County project team and SME's, and resolving issues identified in the walkthroughs.

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#	Deliverable	Description	Primary Owner	Customer Responsibility	Workday Responsibility
				integration related development work on the legacy and 3rd party systems.	
I3.2	Custom Integrations	All Custom integration defined in the integrations list in SOW#2 will be developed and unit tested.	Workday Engagement Manager/ County Project Manager	The County is responsible for coordinating unit test activities with third party vendors and internal system owners. The County will be responsible for integration related development work on the legacy side and 3rd party (per the contract). They will also participate in walkthroughs for each of the custom integrations under the guidance of the Workday team to identify and document issues	Workday is responsible for developing all custom integrations, unit testing with third party vendors and internal system owners, leading walkthroughs with the County project team and SME's, and resolving issues identified in the walkthroughs.
C3.1	Data Gathering Workbooks for (P2)	The County has populated all required fields with current data from their legacy application and returned the completed template to Workday for configuring the P2 prototype.	County Project Manager	The County team is responsible for extracting the data from legacy systems, cleansing the data, translating the data as needed and populating the appropriate data gathering workbooks.	The Workday team is responsible for identifying the data gathering workbooks, and the data elements in the workbooks, that need to be populated for the P2 tenant.
C3.2	Final Configuration Prototype (P2)	A Final Configuration Prototype tenant is built based on feedback and issues resolved from the Configuration Prototype. This build should include a full data conversion and will be used for End-to-End Testing. (Data Load #3)	Workday Engagement Manager	The County team is responsible for reviewing and validating tenant data of the Final Configuration Prototype (P2)	Workday is responsible for configuring the P2 prototype to resolve the issues identified in P1. Workday is responsible for executing smoke test scenarios and resolving issues.
DA3.1	Delivery	Delivery Assurance will	Workday	Project Manager	Delivery Assurance will

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#	Deliverable	Description	Primary Owner	Customer Responsibility	Workday Responsibility
	Assurance Report – Configuration Review	review the configured application to this point and any suggested changes will be communicated to the Principal Consultant and/or Engagement Manager.	Engagement Manager	and Steering Committee review the delivery assurance report	prepare the report
DA3.2	Delivery Assurance Report – Integration Build Review	Workday's Delivery Assurance team reviews the development of all Workday built integrations identified in SOW#2	Workday Engagement Manager	Project Manager and Steering Committee review the delivery assurance report	Delivery Assurance will prepare the report

Test

The Test stage consists of three separate testing cycles: 1) End to End & Integration testing, 2) User Acceptance testing, and 3) Parallel testing (for Payroll). Each test has a different set of conditions and purpose.

#	Deliverable	Description	Primary Owner	Customer Responsibility	Workday Responsibility
P4.1	Preliminary Go-Live Checklist	The Go-Live checklist is the detailed day by day, hour by hour, and step by step tasks for cutting over from the legacy systems to the Workday Service.	Workday Engagement Manager/County Project Manager	The County is responsible for working closely with Workday to include all steps in the Go-Live checklist related to the timing of freezing the legacy systems and converting data for the final time to the Gold Tenant. They are also responsible for reviewing all steps in the checklist	Workday is primarily responsible for preparing the Go-Live checklist and including all necessary steps and timing.
R4.1	Department Readiness Checklist	The Department Readiness checklist is based on the Organization Impact Assessment and Design document prepared in an earlier stage. It lists out the steps that each department needs to take in order to be prepared to use the new Workday service. It is a tool used	County Change Manager	The County is responsible for developing the department readiness checklist.	Workday is responsible for reviewing and providing feedback to the department readiness checklist.

#	Deliverable	Description	Primary Owner	Customer Responsibility	Workday Responsibility
		by the change readiness team in working with the departments.			
R4.2	Readiness Assessment #2	A survey tool is used to conduct a readiness assessment for stakeholders identified in the change readiness plan, and compare the results to the baseline readiness assessment. As necessary, adjustments are made to the Readiness and Communications Plan to improve County readiness prior to Go-Live	County Change Manager	County Change Readiness Team Lead is responsible for working with Change Manager to prepare and conduct the readiness assessment, analyze the results, and document the results.	Workday is responsible for reviewing and providing feedback to the County change management team during the preparation and analysis of the readiness assessment.
I4.1	End to End Testing	An end to end test of the County's business transactions within the Workday service. Test includes functionality and integrations identified in the Project Scope section of this SOW. The purpose is to test flow of end-to-end processes between multiple product functions and integrations • To ensure the configured software meets the business requirements set for the project • To identify defects in the software or configuration • To ensure the integration that is built meets the business requirements. • To identify defects in the integration between Workday and other systems. • To verify that the County has the ability to end to end test the integration.	County Project Manager	The County is primarily responsible for conducting the end to end tests using the tailored test scenarios prepared earlier.	Workday provides onsite (as needed) functional and integration testing support to help resolve issues found during each of the testing cycles in a timely manner.
I4.2	User Acceptance Testing (UAT)	Selected end users participate in a series of testing scenarios (a	County Project Manager	The County is primarily responsible for	Workday provides functional and integration support to help resolve issues found during

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#	Deliverable	Description	Primary Owner	Customer Responsibility	Workday Responsibility
		subset of the end to end test scenarios) to confirm the operation of the Workday Service. A User Acceptance Test Condition list ensures criteria are tested.		conducting the selected subset of the end to end tests using the tailored test scenarios prepared earlier. The County is also responsible for selecting the end users to participate in the user acceptance testing.	each of the testing cycles in a timely manner.
C4.1	Data Gathering Workbooks for (P3)	The County has populated all required fields with current data from their legacy application and returned the completed template to Workday for configuring the P3 prototype.	County Project Manager	The County team is responsible for extracting the data from legacy systems and populating the appropriate data gathering workbooks.	The Workday team is responsible for identifying the appropriate data gathering workbooks, and the appropriate data elements in the workbooks, that need to be populated for the P3 tenant.
C4.2	Parallel Testing Prototype (P3)	The Prototype P3 tenant is built to support parallel testing. This build should include a full data conversion (Data Load #4)	Workday Engagement Manager	The County team is responsible for populating the updated data gathering workbooks, doing any cleansing of the data that is necessary, and reviewing and validating the accuracy of the converted data in preparation for parallel testing.	Workday is responsible for loading the conversion data into the tenant, conducting the smoke test of the tenant, and assisting the County with troubleshooting any data conversion and other issues.
F4.1	Parallel Testing	Parallel testing ensures that processes configured in Workday meet the same results found in the County's current legacy application. A Parallel test of the Workday Service against the County's legacy Payroll system is conducted by execution of parallel testing scripts. Payrolls are compared to	County Project Manager	The County will validate the output of the payroll system for successive payroll runs until the exit criteria for this testing stage as defined in the Testing Strategy document. are met.	Workday provides onsite (as needed) parallel testing support to help resolve issues found during parallel testing in a timely manner. Workday will continue this support and assist in conducting parallel testing until the mutually agreed upon exit criteria for parallel testing are met.

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#	Deliverable	Description	Primary Owner	Customer Responsibility	Workday Responsibility
		legacy by employee to validate test results. If applicable, history balances are also validated. This round of testing is complete when two (2) consecutive successful payroll runs are achieved. The term "successful", tolerable exceptions, and exit criteria will be defined in the Test Plan.		The current plan has included time for up to four bi-weekly payroll parallel runs.	
F4.2	Parallel Test and Test Stage Sign-Off	Testing Results for end to end, user acceptance, and parallel testing are summarized with recommendation for approval	County Project Manager	The Project Manager will draft this summary document	The Workday Engagement Manager will review and provide feedback on the summary results document

Deploy

Once the project has met all of the exit criteria for the Test stage, Customer is ready to move to the Deploy stage. This stage includes the steps necessary to move the Workday Service into production with the implemented features/functions described in Appendix A. Final training for Customer end users is completed, transactions are no longer entered into the legacy system, a final data load to Workday is completed and validated, and a Go-Live Checklist is completed to confirm that Customer is ready for cut-over.

#	Deliverable	Description	Primary Owner	Customer Responsibility	Workday Responsibility
R5.1	Customer Success Transition	A series of documents are reviewed and internal and external meetings are completed including: • Transition to Customer Success Doc • Internal Transition Meeting with Customer Success • External Transition to Production Services Meeting	Workday Engagement Manager	County will participate in document reviews and transition meetings	Workday will schedule meetings and provide documents for review
R5.2	End Users Trained	Execute the training strategy/plan defined in the Configure & Prototype stage. Ensure appropriate policies and procedures are updated.	County Change Manager	The County will conduct end user training. The County will also conduct and analyze	Workday will assist in resolving issues related to configuration or the tenant used for training identified during end user training classes.

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#	Deliverable	Description	Primary Owner	Customer Responsibility	Workday Responsibility
				evaluations of the training classes by participants	
R5.3	Readiness Assessment #3 (Final)	A survey tool is used to conduct the final readiness assessment for stakeholders identified in the change readiness plan, and compare the results to the baseline readiness assessment. As necessary, adjustments are made to the Readiness and Communications Plan to improve County readiness prior to Go-Live	County Change Manager	County Change Readiness Team Lead is responsible for working with Change Manager to prepare and conduct the readiness assessment, analyze the results, and document the results.	Workday is responsible for reviewing and providing feedback to the County change management team during the preparation and analysis of the readiness assessment.
C5.1	Data Gathering Workbooks for GOLD	The County has populated all required fields with current data from their legacy application and returned the completed template to Workday for configuring the GOLD tenant.	County Project Manager	The County team is responsible for extracting the data from legacy systems and populating the appropriate data gathering workbooks.	The Workday team is responsible for identifying the appropriate data gathering workbooks, and the appropriate data elements in the workbooks, that need to be populated for the GOLD tenant.
C5.2	Gold Tenant	This is the final configuration and full data conversion load into the pre-production tenant (Gold) in preparation for Production. (Data load #5) Any necessary manual configuration changes are made.	Workday Engagement Manager	The County will validate that all configuration and worker data conversion has been completed in the pre-production (Gold) tenant.	Workday will confirm that the County has reviewed and approved all data converted into the Gold tenant. Workday will perform any manual configuration changes needed
DA5.1	Final Configuration Review	Workday's Delivery Assurance team will review final configured application in the pre-production (Gold) tenant prior to go-live.	Workday Engagement Manager	Project Manager and Steering Committee review the Delivery Assurance report	Delivery Assurance will prepare the report
P5.1	Final Go-Live Checklist	Complete Go-live Checklist & Pre-Prod Validation Obtain go-live checklist approval and preliminary Go No-go decision and signatures Attach signed go-live checklist to Move to	Workday Engagement Manager/County Project Manager	The County is responsible for reviewing and approving the final version of the Go-Live checklist	Workday is responsible for conducting work sessions with the County to update and finalize the Go-Live checklist with the County

#	Deliverable	Description	Primary Owner	Customer Responsibility	Workday Responsibility
		Production Jira Log Move to Production Jira			
P5.2	Cut Over to Go-Live	The project team executes all the items on the Go-Live checklist and Go-Live is achieved with the Workday Service	Workday Engagement Manager/County Project Manager	The County is responsible for executing all items assigned to them on the Go-Live checklist	Workday is responsible for managing the completion of the Go-Live checklist, and executing all the items assigned to them on the Go-Live checklist.

Post-Production

This stage includes support from Workday once the Service has been moved into production.

For a period of four (4) weeks following Customer's move to production, Workday will provide up to a total of 305 hours of post-production support. Any hours remaining after blocker and critical issues are resolved will be used for troubleshooting and providing guidance to Customer team in resolving the major and minor issues as well as general post production consulting support. Workday will track and report on the weekly hours balance for these post-production support hours during this stage. After this Post-Production period is concluded, the Engagement Manager will conduct a Customer call transitioning the deployment to Production Support, the new primary Workday contact for Customer.

#	Deliverable	Description	Primary Owner	Customer Responsibility	Workday Responsibility
P6.1	Post-Production Support – Functional and Integrations	A punch list of post go-live issues (does not include Workday product enhancements and customer support items) is compiled and prioritized (blocker, critical, major, and minor) at the end of the first production pay period. Blocker and critical issues identified on the punch list at the end of the first production pay period will be resolved by Workday. Workday has allocated up to a total of 305hours of post-production support. Any hours remaining after blocker and critical issues are resolved will be used for troubleshooting and providing guidance to San Mateo team in resolving the major and minor issues as well as general post-production consulting support.	Workday Engagement Manager/County Project Manager	The County is responsible for compiling the punch list and prioritizing of issues. The County resources will own the issue resolution of the major and minor priority issues, with Workday's support.	Blocker and critical issues will be resolved by Workday. Remaining Workday functional/integration support hours will be used for troubleshooting and providing guidance to San Mateo team for resolving major and minor issues.

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#	Deliverable	Description	Primary Owner	Customer Responsibility	Workday Responsibility
P6.2	Project Close	Lessons learned work session will be conducted with the combined project team, and lessons learned will be documented. A transition meeting will be set up with the County to introduce them to Production Services.	County Project Manager	The County is responsible for conducting the lessons learned work session and documenting the results. The County is responsible for participating in the transition meeting.	Workday is responsible for participating in the lessons learned work session and conducting the transition meeting.

6. *Estimated Project Staffing*

The table below provides an estimate of the project resources required by Customer and Workday for the Project Each County role should be identified with a participant's name before the kick of meeting or per the project charter organization chart. Workday will work with Customer to address any concerns that may arise when identifying participants and understanding their level of participation.

Workday's FTE are an estimate and Workday will provide actual FTE as needed to complete its assigned deliverables. Workday has allocated additional payroll consulting to address FLSA configuration decisions during Architect stage of the project.

Customer Role	Customer FTE		Workday Role	Workday FTE
Plan Stage				
Steering Committee	As Needed		Steering Committee	As needed
Project Management	1		Engagement Manager	.75
Change Management/Training	0.25		Delivery Assurance	10
Core Functional Team	1.25		Principal Consultants	.4
Subject Matter Experts	As Needed		Subject Matter Experts	0
Technical Team	1		Technical Team	.4
Architect Stage				
Steering Committee	As Needed		Steering Committee	As needed
Project Management	1.25		Engagement Manager	.75
Change Management/Training	.50		Delivery Assurance	.10
Core Functional Team	4 - 6		Principal Consultants	2.5
Subject Matter Experts	As Needed		Subject Matter Experts	0
Technical Team	4 - 6		Technical Team	1.75
Configure & Prototype Stage				
Steering Committee	As Needed		Steering Committee	As needed
Project Management and Testing Manager	1.5		Engagement Manager	.5
Change Management/Training	1.50		Delivery Assurance	10
Core Functional Team	4 - 6		Principal Consultants	2.75
Subject Matter Experts	As Needed		Subject Matter Experts	0
Technical Team	4 - 6		Technical Team	3.5

Test Stage				
Steering Committee	As Needed		Steering Committee	As needed
Project Management and Testing Manager	2.0		Engagement Manager	.5
Change Management/Training	1		Delivery Assurance	.08
Core Functional Team	4 - 6		Principal Consultants	1.3
Subject Matter Experts	As Needed		Subject Matter Experts	0
Technical Team	4 - 6		Technical Team	1.4
Deploy/Parallel Stage				
Steering Committee	As Needed		Steering Committee	As needed
Project Management	1.50		Engagement Manager	.75
Change Management/Training	1		Delivery Assurance	.08
Core Functional Team	4 - 6		Principal Consultants	2.6
Subject Matter Experts	As Needed		Subject Matter Experts	0
Technical Team	2		Technical Team	1
Post-Production				
Steering Committee	As Needed		Steering Committee	As needed
Project Management	1		Engagement Manager	.5
Change Management/Training	.50		Delivery Assurance	.10
Core Functional Team	2 - 4		Principal Consultants	.30
Technical Team	2 - 4		Technical Team	.25

7. General Project Assumptions

1) Workday estimates that the services included in this Statement of Work will be performed approximately 65% offsite and 35% onsite at a Customer location.
2) Customer will provide adequate workspace and network connections when services are performed onsite.
3) Customer will not reimburse Workday for project related travel and expenses. Expenses are included into Professional Service Fees. Onsite schedule will be confirmed between Customer and Workday at least two weeks prior to onsite visit and/or per the mutually agreed upon project schedule.
4) Workday may elect to engage Service Partners as Subcontractors during the deployment project.
5) Customer and Workday will make good faith efforts and take reasonable actions necessary to meet all dates set forth in the project plan.
6) Customer will be responsible for all end-user training delivery on the use of the Workday Service.
7) Customer is responsible for the timely coordination of internal resources necessary to conduct all required workshops.
8) 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.
9) Change Management functions to inform, educate and train Customer employees about the Workday Service features are outside the scope of this SOW #2.
10) Customer's IT organization is responsible for workstation compliance to Workday's minimum technical requirements, as provided by Workday.
11) Workday's delivered Optimized Business Processes will be the starting point for the business process workshop activities. Business processes will be designed by Workday in tandem with Customer resources during the Architect Stage. In the Configure & Prototype phase, those business processes will be configured in the system based on the deliverables from the Architect Stage. Any material requested deviation from the Architect Stage deliverables by Customer may require a Change Order and may result in an increase in cost and an impact to the project timeline. It is expected that some adjustments to Business Processes will occur as a result of Testing.
12) Five deployment tenants are included in the scope of this SOW #2. If additional tenants are required to support Customer's project conversion or training requirements, additional tenant fees will apply.
13) Workday will perform five data loads during the Project. (A data load will be 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 fees.
14) This SOW #2 assumes three primary source systems for Customer's data conversion requirements, assumed to be Customer's Integral (PIPS) system (HR and Payroll), the Position Control database (DRC), and Benesyst (Benefits).
15) The project's proposed start date is October 1, 2013 and the estimated duration is 81 weeks plus 4 weeks part-time Post-Production Support. The work covered by this SOW #2 will end no later than May 31, 2015. 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.

16) If Customer or Workday cannot meet set completion dates for deliverables and milestones, Customer or Workday reserves the right to request a change order using the process specified in the Agreement.

17) During the course of the implementation, Workday is responsible for upgrading the implementation tenants including the completion of all recommended tests and checklists. The County will assist Workday in the final two implementation tenant upgrades for knowledge transfer purposes.

18) Workday and the County will mutually agree before moving to the next project stage by signing a stage sign off document.

19) If the project is delayed due to circumstances outside of Workday's control, Workday reserves the right to revisit and revise the project's estimated costs.

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8. *Project Stage Assumptions and Risks*

The proposed fees and timeline for this Project are based on the preceding General Project Assumptions, Deliverables and Activities, and the Project Stage Assumptions stated below. If any of these assumptions are not met, Workday may (i) promptly advise Customer in writing; (ii) use reasonable efforts to mitigate delays and additional costs or fees; and (iii) request a change order using the process specified in the Agreement.

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 Fundamentals training prior to beginning the Architect Stage.

Architect

Assumptions

1. Customer project team will use the associated workshops to validate and refine Customer business processes and to obtain acceptance of the Workday Service from their internal stakeholders and business process owners.
2. Customer intends to standardize business processes, business practice, and business policy across the county, where possible.
3. 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 and provide the necessary technical specifications for all Workday configured or custom integrations defined in Appendix A.
4. Knowledge Transfer of the Workday Service will begin during the configuration review workshop, detailed discussions and other reviews as identified by the project team.
5. The Delivery Assurance checkpoints must be completed prior to moving to the next stage of the project.

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 tenant data validation and unit/configuration tests before confirming "go ahead" recommendation for moving into Test stage.
3. All outstanding items from the build are documented as part of the issues log, which will be maintained through the completion of the project.
4. The Test stage cannot be entered into without the completion/approval of the Configuration Prototype Review and the Integration Design Review by Delivery Assurance and configuration testing by the customer.

Assumptions - *Data Conversion*

1. Workday will provide templates with appropriate descriptions for data conversion.

2. Customer is responsible for extracting data from its legacy systems.
3. Failure to complete a successful data load after three attempts may result in a change order to continue the process and may impact the go-live date.

Test

Assumptions

1. The County is responsible for leading the development of test criteria and scenarios. Workday will provide existing use cases as a starting point for these materials; however the County will need to modify these materials based on their user requirements and system configuration.
2. The County is responsible for completing hands-on testing activities.
3. Workday will provide on-site assistance (as needed) during the Test stage to resolve issues in a timely manner so the County may retest and resolve issues in a timely manner.
4. Knowledge transfer to the County for the Workday Service will occur during end-to-end testing and included detailed discussion, troubleshooting and other reviews as identified by the project team.

Integrations

Assumptions

1. Workday will lead all design/development efforts for in scope Configured and Custom Integrations.
2. Workday will provide functional data mapping expertise and produce field mapping documents for each Configured Integration.
3. Workday will configure and unit test Configured Integrations planned for deployment.
4. Use of Workday Configured Integrations assumes that no new development of the interface specification is required.
5. Where changes are required for Customer's integration platform or internal system, Customer must provide its own experienced resources and Customer will be responsible for making such changes. Workday integration estimates do not account for any effort required on Customer's internal platform or system to complete a particular integration.
6. Customer will be primarily responsible for testing of each Custom Integration as specified in this SOW.
7. Customer verifies the accuracy of the data and provides corrected data to ensure integration testing is completed prior to go-live.
8. Customer agrees to make available appropriate Customer technical and functional resources to assist with discovery, data mapping, data validation, testing, and UAT activities with each supported interface.
9. Customer will lead the coordination with any external vendors and consultants to insure timely response in working with Workday consultants.

Reporting

Assumptions

1. Reporting assumptions are described in Appendix A.
2. Reports are limited to then-available report data sources and custom report fields

Project Risks

Workday and Customer have jointly prepared a project risk matrix that lists prioritized project risks, together with risk mitigation plans for the high priority risks.

9. Change Orders and Rates

Change Orders will be written and mutually agreed to for any material change(s) to the scope outlined within this Statement of Work. Change Orders shall be provided using the Change Order Process in the Agreement. Estimates used to arrive at the fixed price for Change Orders will be based on Customer Incentive Rates for Professional Services as listed below:

Professional Services Resource	Standard Hourly Rate	Customer Incentive Rate
Delivery Assurance	$300	$246
Program Director	$350	$287
Solution Architect	$300	$246
Solution Engineer	$300	$246
Sr. Engagement Manager	$285	$234
Engagement Manager	$265	$217
Sr. Principal Consultant	$260	$213
Principal Consultant	$250	$205
Integration Lead	$265	$217
Integration Consultant	$250	$205
Data Conversion Consultant	$200	$164
Associate Consultant- IC*	$150	$150
Associate Consultant - PC*	$125	$125

*Note: Resources not eligible for discount

The parties acknowledge and agree that the Professional Services Hourly Rates set forth above shall be in effect for Customer through the earlier of the completion of the deployment project or twenty-one (21) months following this SOW #2 Effective Date.

10. Professional Services Fees and Invoicing

The fees due to Workday for the Professional Services provided for under this SOW #2 are $3,950,000. The parties agree that the fees due reflect a fixed fee approach.

The Professional Services fixed fee shall be invoiced in accordance with the payment schedule below. Project related travel and living expenses are included in the fixed fee.

All change orders resulting in additional deliverables or hours added to the project will be invoiced as specified in the change order. Customer shall pay all invoices within thirty (30) days of invoice date.

	Estimated Date	Deliverable	Amount
1	November, 2013	DA1.1 Project Plan Review Checkpoint	$350,000
2	January, 2014	F2.1 HCM Workshops Completed	$400,000

3	February, 2014	DA2.1 Stage 2 Integration Design DA Report	$550,000
4	April, 2014	F3.1 Configuration Prototype (P1)	$600,000
5	June, 2014	DA3.2 Delivery Assurance Report - Integration Build Review	$500,000
6	July, 2014	DA3.1 Delivery Assurance Report - Configuration Review	$250,000
7	October, 2014	I4.1 End to End Testing	$250,000
8	February, 2015	F4.2 Parallel Testing and Test Stage Complete	$500,000
9	March, 2015	DA5.1 Delivery Assurance Report - Final Configuration Review	$185,000
10	March, 2015	P5.2 Cutover to go-live	$185,000
11	April, 2015	P6.1 Post-Production Support – Functional and Integrations	$180,000
		TOTAL	$3,950,000

Customer has also requested additional scope contingency funds which can only be used via Change Order process. The following amounts are budgeted for potential change orders:

Integration Contingency: $200,000
Reports Contingency: $75,000
Data Conversion Contingency: $200,000

11. Issue Escalation

The Steering Committee shall promptly resolve all issues, if necessary, by holding a meeting and obtaining direction from the appropriate people within Customer's organization. The Customer Project Manager is the escalation point for all employees of Customer assigned to the project. Workday's Engagement Manager is the escalation point for all employees of Workday assigned to the project. If there is an issue with either the Customer's Project Manager or Workday's Engagement Manager, the Steering Committee members will contact their peer to resolve issues.

12. Timely Performance

The parties acknowledge and agree that the avoidance of project delays is material to Customer's use of Professional Services and Workday's ability to provide the Professional Services in accordance with the estimated timeline and fixed fee basis. In the event of any project delay, the parties will attempt to mitigate the effects of such delay; however, either party may convene a Steering Committee meeting to discuss such delays. The Steering Committee will take into consideration the cause of the delay and negotiate in good faith to revise the SOW, change specific timeframe schedules or deliverables, and/or modify the Professional Service fees if appropriate under the circumstances.

13. Expiration of Offer

The offer set forth in this SOW #2 is valid only through September 30, 2013 ("SOW #2 Offer Expiration Date"), and in the event this Statement of Work is not executed by such date, the offer is rescinded, and all terms are null and void, and neither party shall have any obligation in relation hereto.

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14. Agreement Signatures

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By:______________________________

Don Horsley, President, Board of Supervisors, San Mateo County

Date:__________________

ATTEST:

By:______________________________

Clerk of Said Board

Workday, Inc.

Michael A. Stankey

Michael A. Stankey (Aug 29, 2013)

____

Contractor's Signature

Date: Aug 29, 2013

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Appendix A: HCM

Workday Scope

Project Scope:

A. **Product/Functionality:** Workday Professional Services will design and configure generally available functionality as determined by Customer. The configuration of each component listed below will be determined 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, and will include at a minimum the key business processes listed below:

Human Resources

1. Organization Structures – creating hierarchy of organizations to facilitate reporting structures
2. Business Sites – identifying physical locations where workers perform job functions
3. Job Profiles – identifying and creating job information that will be associated with a worker including a job code, job description, and pay rate type
4. Headcount Management – identifying and configuring one of more of the following headcount management practices: (1) identifying individual positions to be filled; (2) a grouping of positions to be filled; or (3) positions only limited by restrictions placed on the entire organization
5. Worker Profile – populating detailed worker information to track across the organization, including regulatory information, addresses, contact information, education, training, certifications and competencies
6. HR Staffing – includes hiring, terminating, transferring, promoting, and demoting of staff
7. Manager Self Service – including demote/hire/promote/terminate/transfer employee
8. Employee Self Service – including create/change/delete address, change business title, correct date of birth, request marital status, change personal information, W-4 changes, and benefit open enrollment

Compensation Management

1. Compensation Packages – identifying and creating packages that include several compensation plans and associating the package with salary grades and profiles
2. Compensation Plans – identifying compensation elements that can be included in a compensation package, including: (1) Salary plans; (2) Merit plans; (3) Allowance plans;
3. Compensation Rules – identifying and creating rules that establish eligibility and auto-assign which packages, plans and grades a worker is eligible for.

Absence Management

1. Accrual Rules – Creating rules that calculate accruals for vacation, sick, PTO or other time off
2. Balances – Creating calculations of accruals and time processed to reflect the net balance of the time off
3. Requesting Time Off – Out of scope. Workers requesting time off through self service will be done in Workbrain (ATKS)

4. Requesting Leave of Absence – Allowing workers to request a leave of absence and providing information about the leave of absence (personal or regulatory)

Benefits Administration

1. Create benefit groups based on eligibility criteria.
2. Set up and manage insurance and health care plans, defined contribution plans, and employee spending accounts.
3. Group benefit plans into benefit plan years
4. Define evidence of insurability (EOI) requirements and manage workers undergoing EOI review.
5. Define validations to define the benefit options available to employees during open enrollment and life events.
6. Define rules to determine eligibility for benefits and control the types of benefits that employees can select as a result of a new hire, a position change, the birth of a child, and other enrollment events.
7. Define benefit rates and apply the appropriate rates to different populations.
8. Transfer benefit costs to payroll to enable processing of benefit deductions.

Payroll Administration

1. Set-up Earning and Deduction codes
2. Configure Payroll Calculation Rules
3. Configure Payment Election Rules
4. Set-up Bank Depository and Source Bank Accounts
5. Configuration of Pay slips
6. Identify State and Local Tax Authorities
7. Establish Payroll Accounting to generate and review payroll accounting data
8. Configure payroll audits: compare periods & results by period
9. Create Settlement Runs

Talent Management

1. Maintain Competencies – Configuration of competencies that may be added to the review templates,
2. Rating Configuration – Configuration of the Overall Rating Scale, Goal Rating Scale, Goal Completion Scale, and Competency proficiencies.
3. Skills & Experience – Including tracking education institution, institution type, degree, field of study, location, grade average and last year attended, prior work experience, training and development tracking training types, by name, description and completion date
4. Performance Management – Configuration of Employee Review Templates

Reports

All Standard Reports identified on the Workday Standard Reports List are in-scope for the project. Workday will also conduct up to 80 hours knowledge transfer activities toward enabling the County to become self-sufficient with the Workday Reporting tools.

In addition, the Workday team will develop 20 custom reports as part of the fixed price to meet the anticipated custom report requirements.

The project team will conduct a scoping exercise during the Architect stage of the project to determine the final custom report development requirements. Workday will be primarily responsible for the design specifications and development of these reports. The County will take advantage of delivered reports wherever possible to reduce the overall report development effort.

A preliminary list of the number of custom reports to be developed by category is shown in the chart below:

Complexity	Description	Quantity
Complex	These reports require large numbers of complex calculated fields and it is not apparent where to retrieve the data. Report writers can spend a large amount of time figuring out where/if the data is available and how to bring it into the report.	4
High	These reports require complex calculated fields and/or it is not readily apparent where this data can be located in the exposed object model (data sources). Report writers can spend a good amount of time figuring out where/if the data is available and how to bring it into the report.	6
Medium	These reports require more calculated fields and configuration and more complicated testing. Typically dashboard reports, complex matrix reports, and nBox reports would fall in this category.	5
Low	These reports can be built with minimal calculated fields. There is not a lot of configuration involved and the testing is straightforward. Typically a simple report would fall in this category.	5

Scope Assumptions

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

Project Components	Complexity	Scope Description
Core HR	Simple	Setup including tenant configuration. 1 country
Organizations	Standard	Supervisory, 10 companies/legal entities, 5 matrix orgs, 3 custom orgs types up to 100 of each type, 2000 cost centers, 15 regions, 35 business units, 10 pay groups, 5 retiree orgs, up to 10 related org type hierarchies (including location hierarchies). Out of Scope - funds, grants The ten companies/legal entities include: a. San Mateo County Commissioners (approximately 10 employees). b. San Mateo County Courts (approximately 330 employees).

		c. Broadmoor Police Department (approximately 15 employees). d. East Palo Alto Sanitation County (approximately 9 employees). e. IHSSPA (In Home Support Services) (approximately 7 employees). f. Law Library of Redwood City (approximately 9 employees). g. Highlands Recreational Center (approximately 85 employees). h. Ladera Recreational Center (approximately 35 employees). i. County Main j. County Election
Jobs and Positions	Complex	Multiple staffing models, up to 20 job family groups, 600 job families, 1300 job profiles, 1 management level hierarchy, 100 work shifts, 300 work functions. All positions are converted into Workday.
Business Processes (Inc. Manager and Employee Self Service)	Standard	Business Process Framework for all orgs, manager and employee self-service.
Compensation	Standard	Single-currency; includes up to 20 grades and up to 600 grade profiles, up to 10 allowance plans. No bonus, merit, or stock plans.
Benefits	Standard	Up to 20 Benefit groups, up to 26 Benefit plans, domestic partners and children, 2 rate banding, 2 enrollment event rule, 5 cross plan rules, 5 passive events Out of Scope - enrollment event text, grandfathered plans.
Benefit Election Data	Simple	Current year benefit elections - assumes 3 data loads
Union Setup	Complex	Only worker data. Up to 19 unions, 61 bargaining units, + 3 resolutions. Union dues have added eligibility rules in payroll. Worker data, Compensation, Absence and Benefits change as union workers progress in their careers. Worker data, comp (step/grade) and Benefits (in Payroll) change as union workers progress. Union dues have additional business processes to be configured. Some unions may not be eligible for enrollment instead they have default benefits based on career progression these eligibility rules need to be configured in Payroll.

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Multiple Jobs	Simple	Customer has multiple jobs in their current system, Workday will support multiple jobs as described in the **"Feature/Configuration Component"** section below
US Payroll	Complex	Up to 320 earnings and deductions, 1 federal IDs, 3 state IDs, 1 Bank (Union Bank), Up to 4 parallel tests, and 1 external GL system. Includes wage attachments. Assumes many complex pay calculations, quarter go live and tax filing process is already in place
Effort Certification (Must be using (US/Canadian Payroll)	N/A	Out of scope
Time Tracking	N/A	Customer will utilize existing Workbrain (ATKS) system for time capture.
Performance Management	Standard	4 -5 performance plans with customized start performance review business process, 1 individual development plan & 1 performance improvement plan, 3-4 disciplinary action plans
Assess Talent	N/A	Out of scope
Succession Planning	Simple	In Scope. Configure 1 succession sample plan.
Skills and Experience (Worker)	Standard	Capability to capture certificates, licenses, education and language for workers. No Employee Self Service.
Skills and Experience (Job Profile)	Standard	Configuration of up to 10 of the skills and experience types.

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Absence Management	Complex	Up to 10 plans, 5 auto-zero plans Customer will not utilize Absence Management for time off requests. Instead, it will use the existing Workbrain . (ATKS) system.
Safety Incident Tracking	Simple	Configuration of delivered functionality. Safety incident history is out of scope.
Configurable Security	Simple	Up to 1 custom security group, minor changes to security policies.
Source Systems	Standard	Up to 5 Source Systems (Integral, ATKS, Position Control, NeoGov, and Benesyst) - client delivers 1 employee workbook.
Languages	Very Simple	English only
Applicant Tracking	N/A	Customer will utilize a third party system for Applicant Tracking and Recruiting functionality and processes.

Feature/Configuration Component	Short Description
Utilize Workday's Multiple Job functionality to accommodate workers who fill more than one position while maintaining a single Employee ID.	Multiple Jobs
Benefit eligibility can be based on information pulled from the employee's primary job or one or more of the employee's multiple jobs. Rules can also be created and assigned to a benefit group, so Workday can automatically define which jobs to use to determine an employee's benefit eligibility.	Benefit Eligibility
System can handle separate Medicare and OASDI/ FICA status by position, meaning a worker may have more than one position and be exempt for one position and taxable for the second or only be subject to Medicare taxes based on one position. Each job may be subject to FICA and Medicare, Medicare only, or exempt from both.	FICA and OASDI Requirements
Set up Position Control to manage and budget positions by FTE and/or dollars. Position budgets provide your organization capabilities to establish position budgets, which you can use for budget checking when implementing position control. You track position budgets at the position level for the fiscal year and also create business plans to use as staffing budgets, tying them to compensation.	Position Control
Using Workday's Job Family and Job Profile functionality, the County's 'Flexibly Staffed' and 'Alternate Series Staffed' positions can be classified for examples such as an MAI & MAII, putting both job profiles on a position, showing that the position can be	Flexible Staffing

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filled with either classification, then when filling it, HR (or hiring manager) can pick the appropriate one (I or II) based on the selected person's experience. In other words, when creating the position, the County is able to indicate multiple classifications for the position, and narrow that down to the appropriate one for the selected individual when the person is actually hired into the position.	
Provide the ability to create different compensation packages/plans per job profile eligibility and establish a process to load changes to compensation and update associated employees. Employees who receive step increases can be adjusted using the step progression process. That process will update the step and automatically generate compensation events for all employees in the step.	Compensati on Packages
Configure Payroll Earnings to specify how hours and/or wages are treated for FLSA overtime pay calculation purposes in order to determine the correct FLSA overtime rate by week. See Overtime Rate Calculation – Workday HCM/Payroll Configuration Solution below for additional FLSA information. Earnings (based on hours or flat amounts) that should be included in base wages amount must be included in the FLSA wages group. Hours that are used to determine the hourly rate must be included in the FLSA hours group.	FLSA
Semi-monthly and monthly pay periods are not currently supported.	FLSA
Configure Payroll Earnings subject to FLSA hours and/or wages in order to determine correct FLSA rate by week.	FLSA
Overtime hours are entered manually, by the employee, in ATKS. Currently, the County does the calculation of FLSA/MOU overtime premiums in PIPS. This process would not change in Workday as FLSA/MOU overtime premiums would be calculated in Workday Payroll. An example of hours that count towards MOU overtime premium (not FLSA) is vacation hours. Workday Payroll can interrogate eligible hours that counts toward FLSA and/or MOU and pay MOU amounts plus an FLSA Pay Adjustment, if FLSA pay is higher than MOU pay.	FLSA
Configure Workday to accept time from ATKS into direct payroll input.	FLSA
Calculation engine can facilitate electing the appropriate rate for the workers age or other criteria specified based on conditional calculations. Determine eligibility for each type of plan by various worker attributes or compensation.	Retirement Contribution and Deduction Payroll Calculations

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Configure Workday to accrue time off as necessary including standard pay period accrual, hours based accruals, etc.	Time off accrual
Workers compensation is based on actual hours worked which are in turn associated with the individual earnings code. Separate earnings code will be required for earnings subject to worker compensation.	Workers compensation earnings
Workday has a standard EIB which allows the County to load time off balances to time offs, such as VTO or CTO. If an employee chooses a 10% reduction, the County would load 208 hours to their time off balance. The balance period would match the County's July-to-June fiscal year, and which would control the timing of the employee's forfeiture of unused hours. To use the time, the employee would request time off in ATKS, which would feed to Workday via integration. Time offs can be mapped to payroll to reduce their pay. Time offs can be configured to have no impact on benefits (for example, retirement contributes/ deductions amounts can be determined as if reduction in pay per CTO did not occur.) Workday time off plans can also be configured to base accrual of time within a time off plan on parameters (e.g., number of hours worked, etc.) held within Workday. The employee could be allowed to enroll in an additional benefit plan in order to capture the enrollment. The time off accrual could then be based upon their participation in the plan.	Voluntary Time-off processing
Time offs can be mapped to payroll to reduce pay and still not impact retirement or accruals (i.e., retirement contributions/ deductions and time-off accruals can be calculated as if no reduction in pay took place.)	Time off accrual
Workday has a standard EIB which allows the County to load time off balances to time offs, such as VTO or CTO. To use the time, the employee would request time off in Workday. Time offs can be mapped to payroll to reduce their pay. Time offs can be configured to have no impact on benefits.	Time off balances

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Workday has a standard EIB which allows the County to reduce balances from specified time off plans from a group of employees and add them to specified time off plans to another group of employees. The County would calculate the conversion offline and load the adjustments via EIB.	Time off balances
Using Compensation Framework to establish salary grades and steps and provide the ability to assign the grade or step for the appropriate job function.	Compensati on Packages and Grades

Create multiple Benefit plans for retirement, where employees can participate in more than one plan based on their eligibility for the plan. Define Cross Plan Retirement Savings Plan Contribution Maximums as defined by Federal and State laws so that employees do not exceed the legal annual limits.	Benefit Plan Eligibility
An integration will be built from Workday to the County financial systems AP module. Payments would then be generated from AP.	Employee Garnishments

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Withholding Orders are contained within the Payroll Implementation Suite Deduction Recipients need to be loaded before any withholding orders. Orders need to be loaded by type. Workday can handle flat amounts, percentage etc.. As well as handling fees and will stop by date or when the amount is exhausted depending on the type.	Withholding Orders
Workday manages disposable earnings and will withhold multiple orders in the appropriate order	Disposable Earnings
see Withholding Orders above	Withholding Orders
Earnings to be included as disposable earnings are included in the Withholding orders pay component group (a pay component group facilitates grouping earnings that should be included as the base for calculation). Workday maintains disposable earnings definitions as well as payroll tax rates, etc	Disposable Earnings
See Withholding Orders above. Employer fee for processing the withholding order Amount is set by state law Total of the child support payment and the administrative fee cannot exceed the maximum limits. Workday allows the establishment of an administrative fee on each withholding order	Withholding Orders
Earnings eligible rules by union can be established to determine who will be selected for calculating the earning. Workday allows earnings codes to be created using calculations to drive the amount that is paid to the employee. In this example, a lookup table would drive the calculation of the appropriate percentage of shift differential.	Union Requirements
Three methods of generating Bilingual pay will be configured. 1) Bilingual pay is coded/reported on timesheet in ATKS (hours - not $). In this case, an earning code will be generated based on reported hours. 2) A position may be eligible for bilingual pay. In this case, an eligibility rule will be established within the earning code to automatically pay the position incumbent appropriately. 3) A compensation plan can be assigned to the employee that will deliver bilingual pay until the plan is ended.	Bilingual Pay

Bomb pay can be delivered either on a reported hours basis, by position and/or by enrolling the employee in a salary plan.	Exception Pay
Earnings may be grouped (pay component group) as well as Pay balances can be created to track for monthly, quarterly, annual or a custom period	Exception Pay
MOT (Management Overtime) will be configured as a time off plan that is based upon the County's fiscal year, ie, the accruals will be based on the employee's hire date, but the carryover limit (determines how many hours can move into the next year) can be based on the County's July-to-June fiscal year.	Exception Pay
An aggregate calculation may be used to sum hours worked	Exception Pay
Workday facilitates the calculation of basic to complex seniority calculations. Workday can use, as a source of logic for seniority calculations, simple elapsed time between two dates (i.e. difference between hire date and today) and/or can use actual hours worked/paid per pay period (or from hire date to current pay period) to determine an employee's accumulated seniority. Workday calculated fields also allow for complex duration calculations that can take into account items such as leave time, unpaid time, etc. Items that are contingent upon seniority information, such as 'experience pay', could be based upon calculated seniority values as described above. Seniority information from Workday can be used throughout the system in reporting, extraction to Excel, etc. Seniority calculations could also be used to drive/generate notifications or alerts based upon defined criteria such as passing a seniority threshold, etc.	Exception Pay

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Time off accruals can be based upon hours worked, length of service, job profile, and numerous other elements.	Time off accrual
A severance package defines the types of severance pay components that an employee receives once they are terminated. The number of severances packages you create depends on how you want to track them. You can define a package for each termination event or you can create packages that have the same characteristic and associate severance reasons to help with tracking and reporting. Workday will provide ability to pay-off employee's accrued vacation, holiday, comp time, etc. hours upon termination. Severance pay components are divided into 4 areas with Workday defined options within each: Continued Salary/Wages Termination Payouts Post Termination Payments Estimated Time Off Payout Service Instructions	Severance Pay
Workday provides and maintains information on valid and default federal (i.e., Medicare, FICA/ SS, Federal Income Tax), state (i.e., CA Income Tax, CA Unemployment Tax, CA Disability Tax), and local tax data and deductions according to U.S. tax authorities. Workday does not provide default local taxation. Should the employee not be setup for local taxes, Workday does not currently assign taxes	Tax Elections

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Enter federal, state, and local tax elections on behalf of employees. You must belong to the Payroll Administrator or Payroll Partner security group for the employee's supervisory organization, or in another security group with the required security configuration. If an employee is missing tax elections, Workday uses the default withholding elections, including the default marital status, on the Payroll Tax Authority Defaults page to calculate federal and state tax withholding. Workday allows employees and/or administrators to specify if the employee is subject to FICA or Medicare or both or neither.	Tax Elections
Unemployment insurance applicability can be specified at the company, job and/or employee level. An entire company can be identified as being exempt from unemployment and/or individual employees can be set as exempt.	Unemployment Insurance
Workday deduction codes are configured with eligibility rules to determine who should have a deduction taken. This will be a matter of identifying County Retirees via some criteria (i.e. Worker Sup-Type, Org assignment, etc.) so that they can be identified and the eligibility rule established.	Payroll Deduction Codes
Workday's Integration Platform will be used to build a custom integration to and from County's time and attendance system.	Integrations
Workday supports batch processing -- batches can be added and deleted; accruals and time off adjustments/overrides can be managed by batch; Reports such as External Payroll Input by Batch ID, or Payroll Input by Batch ID can be utilized.	Payroll Input
Workday's role management capabilities can be configured for the County to handle various roles (PRC, Sup, Employee, etc) that SMC currently utilizes. Each Organization can contain an Organization Code (i.e. Team ID), and Matrix Organizations can be configured for various team purposes as well. Worktags can also be used for Team IDs. Workday allows for Custom Objects to be created and used in various capacities.	Role management

Identifying the employees short/split day would likely be done utilizing one of the following options: A 'custom organization' could be used to assign employees to a schedule indicator. All employees assigned to a specified custom organization would share a schedule definition and short/split day. A 'custom field' could be used to capture a schedule indicator. Workday introduced custom fields with Workday 18. Custom fields are now available for use by Workday customers and these fields can be configured as necessary. (Note: Workday currently delivers a limited number of custom fields on a limited number of objects. Currently, the 'Worker' object where a schedule designation would be held, allows the configuration of up to 20 custom fields.) Each option above provides the opportunity to capture a value that will indicate the employee's short/split day. This indicator may also represent the type of shift the employee is working (i.e. 9/80, 4/10, etc.) Once established, this schedule indicator would be used in eligibility rules to drive the employee into the appropriate schedule. The schedule assigned to the employee would then define which day in the assigned schedule is the 'day breaker' so that appropriate FLSA processing can be done. This information could also be made available within an integration that would feed the schedule information to the ATKS system.	Work Schedule
Workday's Organization Management configuration can be passed over to the County's ancillary systems (eg: Supervisory Orgs, Matrix Orgs, teams, etc)	Work Schedule
Workday is delivered with numerous tax reports that provide our customers with tax result information by worker, organization, etc. These tax reports will be available to the County. Workday delivers a year end process to create W-2 data, report on it and ultimately generate W-2 forms for employee either electronically or paper based. Employees will be able to make a self-service election as to whether they wish to receive a hard copy or electronic W-2. A similar W-2c process is also delivered by Workday for handling W-2 corrections. Workday does not deliver the ability to prepare and submit tax filings. Tax filing is not currently supported by Workday and third party partners are relied upon for this support.	Year End Processing

Retroactive processing handles time-off, payroll input, compensation and benefits (related to benefit events). No retro processing prior to date will be the go-live date, meaning it is only applicable to transactional data processed in Workday Payroll. Examples of support for retroactive benefits - worker has 60 days to add change to coverage for a personal event. Payroll will be able to calculate change to premiums retroactive to the date of the event. Workday allows the configuration of individual deductions to either take or ignore retro deductions. The employer retro deduction will be configured to be taken while the employee deduction would not. This would allow the retro collection of only the employer deduction.	Retro Processing
Workday provides a table to indicate the priority order for withholding deductions in the event that fund are insufficient. Deduction by deduction you may indicate that a partial deduction may be taken in the event that funds are insufficient. You may have a general rule for recouping arrears or specific rules by deduction or groups of workers. Workday delivers several reports intended to be used to manage arrears balances. Specifically, the 'Pay Calculation Results - Outstanding Arrears Balance As of Pay Period' report is intended to provide visibility into arrears balances as of specified periods of time.	Arrears Balance
Workday does not currently provide State of CA specific interfaces. Interfaces such as this would be created during the implementation or a third party partner would be contracted with for this support.	Integrations
Workday does not currently provide Federal payroll related interfaces. Interfaces such as this would be created during the implementation or a third party partner would be contracted with for this support.	Integrations
Workday does not currently provide Federal payroll related reports. Reports such as this would be created during the implementation or a third party partner would be contracted with for this support.	Reports
Workday does not currently provide state payroll related reports. Reports such as this would be created during the implementation or a third party partner would be contracted with for this support.	Reports

Overtime Rate Calculation – Workday HCM/Payroll Configuration Solution

Workday Payroll will be configured as described in the chart below to meet the needs of the County's FLSA calculations for the following work schedules, including 9/80 weeks that are split over two bi-weekly pay periods. This configuration is based upon discussions and eight specific scenarios shared between the County and Workday to date:

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- 9/80 – week 1 worker population (day-off occurs in 1st week of bi-weekly pay period)
- 9/80 – week 2 worker population (day-off occurs in 2nd week of bi-weekly pay period)
- 84/12 – all populations
- 80/PSC – Public Safety

Designate employee Work Schedule.	Designate Work Schedule: Configure Workday Custom Org for Work Schedule with 3 possible values. • 9/80 – Week 1 Worker Population • 9/80 – Week 2 Worker Population • 84/12 – Total Population • 80/PSC – 80 hours per bi-weekly period • Reg 80 hour bi-weekly schedule – 40 hours per week Assign Custom Org to Worker(s).
9/80 Population: Automate split and shift of hours for Day Breaker Day.	9/80 Configuration: There will be four (4) days with nine (9) hours in each week. There will be one (1) day with eight (8) hours. Configure Workday Payroll Calculations to evenly split the one (1) day with eight (8) hours into two (2) segments of four (4) hours each. Leave one segment of four (4) hours within week in which it is reported. Carry forward one segment of four (4) hours to subsequent week even if subsequent week is in the next pay period. 9/80 Configuration Assumption(s): • The one (1) day with eight (8) hours is identified within the inbound integration from 3rd party time-keeping system (ATKS). • The remaining eight (8) days of nine (9) hours are aggregated by week within the inbound integration from 3rd party time-keeping system (ATKS).
Calculate FLSA Rate.	9/80 Earning Calculation Configuration: Configure Payroll Earnings subject to FLSA hours and/or wages in order to determine correct FLSA rate by week. 84/12 Earning Calculation Configuration: Configure Payroll Earnings subject to FLSA hours and/or wages in order to determine correct FLSA rate for bi-weekly period.
9/80 Population:	Configure Custom Org (*) for Day of Week with 7 possible values.

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Designate which Day of Week is used for Day Breaker Day (Day Off).	• Sunday • Monday • Tuesday • Wednesday • Thursday • Friday • Saturday Assign Custom Org to Worker(s). Configure outbound integration to send Day of Week selection to existing 3rd party time-keeping system (ATKS).

B. Integrations:

There are two categories of integrations within the Workday environment: (i) Workday Configured Integrations; and (ii) Custom Integrations built and deployed with Workday's Enterprise Interface Builder (EIB), Studio Integration Toolset, or Customer provided programming environment. This section of the Statement of Work is intended to list and scope only those integrations upon which a material amount of Workday professional services will be utilized. Integrations that are expected to be built and deployed solely by the customer may not be documented in this SOW.

a) Workday Configured Integrations: There are two categories of Configured Integrations: (i) those where the target schema of the desired endpoint is complete and part of the end to end capabilities of the integration, and (ii) those integrations that require a customer specific "connector" to be built and deployed from the configured integration's common supported endpoint as part of the deployment. This second type of Configured Integration is only warranted by Workday up to the common end point as configured at time of production deployment. Workday Configured Integrations are: (i) part of the Workday hosted application service, and (ii) provided with ongoing support by Workday in accordance with Workday's then current Production Support and Service Level Availability Policy ("SLA"). While Workday Configured Integrations are designed and developed as part of the subscription Workday Service, Workday anticipates some amount of time dedicated to configure and test these integrations during the deployment. Workday Configured Integrations included in the scope are included in the chart below:

b) **Custom Integrations:** These are integrations that can be built and deployed by the Customer or Workday Professional Services using Workday's Enterprise Interface Builder ("EIB"), Workday Studio, or Customer's own integration platform. Unless otherwise specified below, Customer will be responsible for designing, building, testing, deploying and supporting all Custom Integrations. Custom Integrations are not part of the Workday hosted application service and are not supported or maintained by Workday.

ID #	Vendor / Application / System	Description	Notes / Details
INT001	Benesyst	COBRA - New Hire	Custom outbound integration to Benesyst to pass basic new employee hire data.

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INT002	Benesyst	COBRA - Qualifying Event	Custom outbound integration to Benesyst to pass qualifying event based data.
INT003	Benesyst	FSA Enrollments	Custom outbound integration to Benesyst to pass employee enrollment information. Although main function of Benesyst is as SM's legacy Third Party Benefits Administrator, its relationship as a 'vendor' for these benefit plans will remain in place with WD. Includes both HSA / DCSA plans.
INT004	Benesyst	FSA Remittance	Custom outbound integration to Benesyst to pass post pay result 'deduction taken' data for reconciliation. Although main function of Benesyst is as SM's legacy Third Party Benefits Administrator, its relationship as a 'vendor' for these benefit plans will remain in place with WD. Includes both HSA / DCSA plans.
INT005	BlueShield	Medical Enrollments	Integration set covering existing medical plans. Enrollment integration requirements potentially met with existing CCB integration template. Current plans include; HMO / POS.
INT006	BlueShield	Medical Remittance	Integration set covering existing medical plans. Custom post pay result based remittance integration to send 'deduction taken' information to vendor for reconciliation. Current plans include; HMO / POS.
INT007	BlueShield	Dental Enrollments	Integration set covering existing dental plans. Enrollment integration requirements potentially met with existing CCB integration template.
INT008	BlueShield	Dental Remittance	Integration set covering existing dental plans. Custom post pay result based remittance integration to send 'deduction taken' information to vendor for reconciliation.
INT009	CALPERS	Pension Remittance	Custom integration to send post pay result 'deduction taken' data to CALPERS for specific pension plans. Participating employees include; Judges / Others?.
INT010	ConcernEAP	Worker Data	Custom integration to ConcernEAP to pass employee related worker data to existing Employee Assistance Program provider. This is currently a manual process. TBD if such automated integration capabilities exist / required by vendor.
INT011	Cornerstone LMS	Worker Sync	Cloud Connect integration to Cornerstone of 'Worker Sync' data.
INT012	Cornerstone LMS	Orgs, Job Profiles, and Locations	Cloud Connect integration to Cornerstone of 'Orgs, Job Profiles, and Locations' data.
INT013	Cornerstone LMS	Completed Courses and Competencies	Cloud Connect integration to Cornerstone of 'Completed Courses and Competencies' data.

INT014	Delta Dental	Dental Enrollments	Integration set covering existing dental plans. Enrollment integration requirements potentially met with existing CCB integration template.
INT015	Delta Dental	Dental Remittance	Integration set covering existing dental plans. Custom post pay result based remittance integration to send 'deduction taken' information to vendor for reconciliation.
INT016	Elections Dept	New Hires	Election cycle mass new hire of election poll workers. Custom integration. Outstanding questions around associated terminations exist.
INT017	Genworth	Worker Data	Custom integration to Genworth to pass employee related worker data to existing Long Term Care provider. This is currently a manual process. TBD if such automated integration capabilities exist / required by vendor.
INT018	Health Plan of SM (HPSM)	Remittance	Voluntary participation benefit for 'Extra Help' employee base. Must have worked a minimum of 960 hours in prior fiscal year to qualify. Post pay result integration to sent 'deduction taken' data to HPSM.
INT019	Health Plan of SM (HPSM)	Enrollment	Voluntary participation benefit for 'Extra Help' employee base. Must have worked a minimum of 960 hours in prior fiscal year to qualify. Enrollment based integration keyed of benefit election in WD.
INT020	Infor Workbrain (ATKS)	Worker Sync	ATKS = Automated Time Keeping System. Integration 'set' includes multiple bi-directional integrations including; Worker Sync Out, Foundation Data Out, Accrual Balances Out, Time as Payroll Input In, Time Off into AM IN. Legacy eAdvice paystub data is also passed back to ATKS from PIPS. TimeClocks utilized within a number of SM departments - specifically Hospital employees.
INT021	Infor Workbrain (ATKS)	Foundation Data	ATKS = Automated Time Keeping System. Integration 'set' includes multiple bi-directional integrations including; Worker Sync Out, Foundation Data Out, Accrual Balances Out, Time as Payroll Input In, Time Off into AM IN. Legacy eAdvice paystub data is also passed back to ATKS from PIPS. TimeClocks utilized within a number of SM departments - specifically Hospital employees. Potentially multiple integrations here.
INT022	Infor Workbrain (ATKS)	Accrual Balance	ATKS = Automated Time Keeping System. Integration 'set' includes multiple bi-directional integrations including; Worker Sync Out, Foundation Data Out, Accrual Balances Out, Time as Payroll Input In, Time Off into AM IN. Legacy eAdvice paystub data is also passed back to ATKS from PIPS. TimeClocks utilized within a number of SM departments - specifically Hospital employees.

INT023	Infor Workbrain (ATKS)	Approved Time (Payroll Input)	ATKS = Automated Time Keeping System. Integration 'set' includes multiple bi-directional integrations including; Worker Sync Out, Foundation Data Out, Accrual Balances Out, Time as Payroll Input In, Time Off into AM IN. Legacy eAdvice paystub data is also passed back to ATKS from PIPS. TimeClocks utilized within a number of SM departments - specifically Hospital employees.
INT024	Infor Workbrain (ATKS)	Approved Time Off (Request TO)	ATKS = Automated Time Keeping System. Integration 'set' includes multiple bi-directional integrations including; Worker Sync Out, Foundation Data Out, Accrual Balances Out, Time as Payroll Input In, Time Off into AM IN. Legacy eAdvice paystub data is also passed back to ATKS from PIPS. TimeClocks utilized within a number of SM departments - specifically Hospital employees.
INT025	JAT Software	W2 Printing	JAT Software specializes in year-end tax form solutions. External vendor to print W2s.
INT026	Kaiser	Medical Enrollments	Integration set covering existing medical plans. Enrollment Integration requirements potentially met with existing CCB integration template.
INT027	Kaiser	Medical Remittance	Integration set covering existing medical plans. Custom post pay result based remittance integration to send 'deduction taken' information to vendor for reconciliation.
INT028	Mass Mutual / Hartford	457(b) Remittance	Hartford Deferred Comp - Employee Deduction Amounts
INT029	Mass Mutual / Hartford	457(b) Enrollment	Deferred Compensation - Employee Enrollment.
INT030	Mass Mutual / Hartford	Extra Help EE Enrollment	Extra Help EE. Compensation for not having Medicare - replacement option. Enrollment.
INT031	Mass Mutual / Hartford	Extra Help EE Remittance	Extra Help EE. Compensation for not having Medicare - replacement option. Deductions 'taken'.
INT032	Mass Mutual / Hartford	Retiree Health Savings Account	Retiree Health Saving Account - Handful of management level - grandfathered in. TBD if this is enrollment or deductions 'taken'
INT033	Mass Mutual / Hartford	East Palo Alto Sanitary District 457(b)	East Palo Alto Sanitary District - Deferred Comp. It is both enrollment or deductions
INT034	Mass Mutual / Hartford	Highlands 457(b)	Highlands - Deferred Comp – TBD if this is enrollment or deductions 'taken'.
INT035	NeoGov	Workers	Employee demographic data sent from WD to NeoGov on a regular basis

INT036	NeoGov	Users	Recruiting application users including recruiters / hiring managers data sent from WD to NeoGov on a regular basis.
INT037	NeoGov	Recruiting	Open Position / Requisition data sent from WD to NeoGov to initiate recruitment process shortly after requisition created.
INT038	NeoGov	New Hire / Job Change	Custom inbound integration to initiate WD Business Processes to hire or job change applicant.
INT039	NeoGov	Configuration	Organization, Location, Job Profile, and other data sent from WD to NeoGov on a regular basis.
INT040	Public Works Department (DPW)	Space Management - Employee Data	Custom integration of basic employee data utilized by Space Management (CAFM).
INT041	Public Works Department (DPW)	Information Services Department - Employee Data	Custom integration of basic employee data utilized by Information Services Department (ISD).
INT042	Public Works Department (DPW)	Ride Sharing Employee Data	Custom integration of basic employee data utilized by Ride Sharing.
INT043	Public Works Department (DPW)	Ride Sharing Payroll Input	Custom inbound submit payroll input integration to pass Ride Sharing earnings via submit payroll input.
INT044	Risk Management	Worker Data	Custom integration to HR Risk Management of basic employee data.
INT045	SamCERA	Worker Data	Transmit to Retirement - Basic Employee Data - San Mateo CE Retirement A.
INT046	SamCERA	Remittance	Transmit to Retirement - Retirement Deductions - San Mateo CE Retirement A.
INT047	San Mateo Credit Union	Remittance	San Mateo Credit Union - Employee Deduction Amounts. Outbound Remittance. Enrollment is SM county form based - no associated worker data integration required.
INT048	SM County General Hospital (SMCGH)	Employee Earnings	Transmit SMCGH Earning File to Hospitals - Biweekly Employee Earnings - San Mateo County General Hospital.
INT049	smcDirectory	Phonebook	Custom integration to pass employee level contact data for intranet phonebook population. Potentially replaced with WD employee self-service functionality.
INT050	Social Security Administration	Federal Tax Data	W-2 Data to Social Security Administration - In house tax accounting. Custom integration may be required to be manipulated each and every year.

INT051	Standard Life	Enrollments	Life Insurance / Disability - Enrollments. Multiple plans.
INT052	Standard Life	Remittance	Life Insurance / Disability - Remittance of deductions 'taken'. Multiple Plans.
INT053	State of CA	State Tax Data	State tax data for PIT, SUI, SDI - three distinct files currently sent. Custom integration(s) may be required to be manipulated each and every year.
INT054	State of CA	ACH Payments	Automated Clearing House (ACH) - Wage Attachments?
INT055	SunGard IFAS	Payroll to GL	Payroll Journal Entry to IFAS General Ledger. Financial Accounting.
INT056	SunGard IFAS	Payroll to GL - Job Ledger	Payroll Journal Entry to IFAS Job Ledger (i.e., the project accounting side of IFAS). Distribution of where allocated.
INT057	SunGard IFAS	Departments	Financials owned 'Department Number' (Cost Center) foundation data fed on a daily basis to WD HCM.
INT058	SunGard IFAS	Org Keys	Financials owned 'Org Keys' (ie project codes) foundation data fed on a daily basis to WD HCM. Potentially more than one integration system required per org key type.
INT059	SunGard IFAS	Object Codes	Financials owned 'JL Object Codes' (i.e. activity codes) foundation data fed on a daily basis to WD HCM. Potentially more than one integration system required per org key type.
INT060	SunGard IFAS	Election Worker Payments	Accounts Payable interface for Election Worker payments. Non-payroll payments to contractors hired to assist at election time.
INT061	SunGard IFAS	AP Vendor Payments	Accounts Payable interface for payroll / benefit vendors relating to employee deductions and/or benefit insurance companies.
INT062	Transmit Pay History DB	Pay History	Internally referred to as 'FLSA Database', but really much more than that. Currently used to seed eAdvice and other systems. Contains 23 years of pay history. Scope TBD.
INT063	Union Bank	ACH Direct Deposit	Automated Clearing House (ACH) - Currently 'hard copy' checks sent direct to bank.
INT064	Vision Services Plan (VSP)	Vision Enrollments	Cloud Connect integration to process enrollments to VSP.
INT065	Vision Services Plan (VSP)	Vision Remittance	Custom integration to send post pay result deduction 'taken' data to vendor.

INT066	Retirement Deductions	Retirement deductions	PIPS payroll deductions for employees in the County's Retirement System (Penison Gold) .
INT067	Active Directory	Active Directory (outbound from Workday)	Outbound from Workday to Active Directory of New Hires, Changes, and Terminations
INT068	Active Directory	Active Directory (inbound to Workday)	Inbound to Workday from Active Directory of email address and other employee data elements
INT069	Scope Contingency of $200,000 for additional integrations identified during architect phase and knowledge transfer to County	N/A	Scope Contingency of $200,000 for additional integrations identified during architect phase and knowledge transfer associated with those additional integrations to County

Both the configured and the custom integrations are primarily the responsibility of Workday. The lists of configured and custom integrations provided above are preliminary. They are based on information gathered during the integration discovery process conducted as part of SOW#1. They are included in the fixed price of this SOW.

These lists will be reviewed during the Architect Stage to determine if adjustments are required. If as a result of the scoping exercise both Workday and the County mutually agree to delete/add/exchange specific integrations in the lists in such a manner that the level of effort remains the same, this will be documented by creating a no-cost change order using the change order process in the PSA.

In addition, an amount of $200,000 has been set aside as budget contingency in the event that additional integrations are required that are not currently within scope, and that will require an additional level of effort. The Change Order process in the Agreement will be used to allocate this money

Other scope clarifications related to integrations include:

a. Benefits Carrier Interfaces – Any benefit carriers not currently in Workday Cloud Connect for Benefits ("CCB") will be communicated with either via manual reports or Custom Integrations until they are added to the CCB and the integrations are configured and tested.

b. For purposes of this Appendix A, all integrations (with the exception of Configured Integrations) shall be maintained and supported by Customer.

C. **Authentication:** There are multiple ways the Workday service can be configured for user authentication. The Authentication section below is intended to document the various options, and if possible indicate which option(s) Customer expects to implement. Workday will configure the Workday authentication mechanism, communicate Workday's requirements for Customer owned deliverables, and assist with appropriate testing.

Authentication Method	Plan to Implement	Customer Responsible to provide
Native Userid/Password Workday Login Authentication via Login.Flex or	Yes	Workday Managed Security Credentials, and HTTP Post request that

HTTP Post API		conforms to Workday's requirements
Delegated Authentication via Login.Flex or HTTP Post API	No	Customer built and hosted web service compliant with Workday's specifications, and associated internet security access to authentication web service
SAML 2.0 Authentication via SAML HTTP Post API	No	SAML 2.0 authentication response compliant to Workday's SAML schema requirements

D. **Data Conversion:** Data conversion will include the following:

HCM Data Loading in Scope

Data conversion will include the following:

1. Current data records for all active employees and employees terminated in the current year will be included in the data conversion to the Workday Service.
2. Identified Workday-supported human resources history (such as Job and Position History and Compensation History for prior 7 years) will be selected for conversion during the Architect Stage of the project and will be loaded only into Workday's "Maintain Worker History from prior system" object for the purposes of viewing data and reporting.
3. Workday will provide a conversion template that The County will populate with The County's extracted and transformed data. The Workday conversion consultant will use the completed templates to load the data into the Workday tenant.
4. Only Year to date (YTD) payroll balances for current year will be loaded into Workday. Workday will load data (earning code and gross to net) by quarter. Balances for each quarter will be reconciled to legacy balances before moving on to the next quarter – to enable QTD and YTD amounts. Employment to date (hours to date) hour balance for each employee must also be loaded into Workday. Migrated payroll data is available for year to date and quarterly reporting within Workday. The payroll data will include tax information (e.g. W2, YTD wages, 403B totals etc.). County will go live with payroll at the beginning of a calendar year quarter; therefore, the first payroll will be run that coincides with the first paycheck run scheduled after go live.
5. Year to date payroll transactions and prior year payroll transaction history will be made accessible in the County's payroll history database or an alternative solution. It will be Customer's responsibility to make this easily accessible and available to County users.

HCM Data Loading Not in Scope

The following data will not be included in the data loading process.

1. Leave of absence history
2. Employee skills and experience

workday.

3. Payroll transaction detail for current year or prior years

D. Worker Population, Languages, and Localizations: Workday assumes the 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 May 2012). Changes to the Worker Population that increase complexity, create business process change, require additional effort (data loading, report creation, etc.) will be discussed with Customer at the time of the change.

i. The Workday Service will be rendered in English only.

ii. Predefined country formats will be made available for in-scope countries to the extent supported by the current commercially available Workday release.

iii. 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 release.

iv. Predefined localizations will be made available for in-scope countries to the extent supported by the current commercially available Workday release.

v. Customer is responsible for determining whether use of the predefined formats provided by Workday meets Customer's compliance requirements.

Phase 1 Countries, Employee Counts, and Languages		
Country	**Number of Active Employees (approx.)**	**Language**
United States – Full Time Employees	5,400	English
United States – Part Time Employees	1,500	English
United States – Temporary Election Workers	2,300	English
Total	**9,200**	