

## AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND KRONOS INCORPORATED

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Kronos Incorporated, hereinafter called "Kronos."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with Kronos for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Kronos be retained for the purpose of implementing a staff scheduling system at San Mateo Medical Center (SMMC). The parties agree that the County shall not purchase or rent Kronos equipment under this Agreement.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

### **1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A— Statement of Work
- Exhibit B – Payments and Rates
- Exhibit C —Paragon Testing Process
- Exhibit D - SMMC CODE OF CONDUCT
- Exhibit E —Definitions
- Exhibit F—Service Level Agreement

### **2. Services to be performed by Kronos**

In consideration of the payments set forth in this Agreement and in Exhibit B, Kronos shall deliver the Cloud Services and perform the Implementation Services for County in accordance with Exhibit A – Statement of Work, the terms, conditions, and specifications set forth in this Agreement.

Kronos shall provide the service levels and associated credits, when applicable, in accordance with the Service Level Agreement attached hereto as Exhibit F and which is hereby incorporated herein by reference.

COUNTY'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY SERVICE OUTAGE OR INTERRUPTION OF THE SERVICES OR FAILURE BY KRONOS TO MEET THE TERMS OF THE APPLICABLE SERVICE LEVEL AGREEMENT, SHALL BE THE REMEDIES PROVIDED IN EXHIBIT F.

**Order Forms.** "Order Forms(s)" shall mean a document created by Kronos, which is used to memorialize new professional services requested by County such as custom programming, custom reports, data extracts, and/or training where the request goes beyond any services specifically required by the Agreement, as amended, to be provided to County. Order Forms shall describe the specific new Service(s) being requested and Kronos fee(s) for said Services. Order Forms may also include necessary travel and living expenses required by Kronos to perform the new professional services and any related ongoing support or maintenance fees. Order Forms must be approved in writing by both parties prior to Kronos commencing any such new Services.

### **3. Payments, Fees and Billing**

- (a) In consideration of the Services provided by Kronos in accordance with all terms, conditions, and specifications set forth in this Agreement and the Exhibits, County shall make payment to Kronos for all work performed by Kronos not under a good faith dispute based on the rates and in the manner specified in this Agreement and Exhibit B. In no event shall County's total fiscal obligation under this Agreement exceed THREE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$325,000). In the event that the County makes any advance payments, Kronos agrees to refund any amounts that were prepaid but not used by County if the County terminates the Agreement for cause. All invoices must be paid within 30 days of receipt of the invoice. Invoices must be sent to: [SMMC-Accounts-Payable@smcgov.org](mailto:SMMC-Accounts-Payable@smcgov.org). Processing time may be delayed if invoices are not submitted electronically.
- (b) Fees. Unless specified on a mutually agreed to Order Form, County shall pay Kronos the Monthly Service Fees, the fees for the Implementation Services and any additional one time or recurring fees for Training Points, KnowledgePass Education Subscription and such other Kronos offerings, all as set forth on the mutually agreed to Order Form. The Monthly Service Fees will be invoiced annual in advanced unless otherwise specified on the Order Form ("Billing Frequency"). If County and Kronos have signed a Statement of Work for the Implementation Services, Implementation Services will be invoiced monthly as delivered unless otherwise indicated on the Order Form. If Kronos is providing Implementation Services in accordance with the Services Implementation Guideline or as "a la carte" services on the Order Form, Kronos will invoice County for Implementation Services in advance of providing such Implementation Services unless otherwise indicated on the Order Form. All other Kronos offerings will be invoiced upon execution of a mutually agreed to the applicable Order Form by Kronos and County. Unless expressly set forth in this Agreement, all amounts paid to Kronos are non-refundable. Unless County provides a certificate of tax exemption, County shall be responsible for all applicable federal, state, country, provincial or local taxes relating to the goods and services provided by Kronos hereunder (including without limitation GST and/or VAT if applicable), excluding taxes based on Kronos' income or business privilege.
- (c) Billing. Billing for the Services commences on the Billing Start Date, and continues for the Initial Term or until terminated in accordance with the provisions hereof. At the expiration of the Initial Term and each Renewal Term as applicable, the Services shall renew each year for an additional Renewal Term upon County's written approval, until terminated in accordance with the provisions hereof.
- At the expiration of the Initial Term, and at each annual anniversary of that date thereafter, Kronos may increase the Monthly Service Fee rates in an amount not to exceed four percent (4%). The increased Monthly Service Fees will be reflected in the monthly invoice following the effective date of such increase without additional notice.
- (d) Suspension for Nonpayment. If any amount owing under this Agreement between the parties is thirty (30) or more days overdue, Kronos may, without limiting Kronos' rights or remedies, suspend Services until such amounts are paid in full. Kronos will provide at least ten (10) business days' prior written notice that County's account is overdue before suspending Services.

#### **4. Payment of Minimum Contract Value**

County agrees that except if County terminates for material breach of the Agreement by Kronos, if County has not paid the Minimum Contract Value to Kronos prior to the expiration or termination of the Initial Term or a Renewal Term, as applicable, County shall pay within thirty (30) days of the date of such expiration or termination, the difference between the total Monthly Service Fees then paid by County for the Initial Term or

Renewal Term, as applicable, and the Minimum Contract Value, less SLA Credits, if any, that have been earned previously by County but not yet credited.

**5. Term**

Subject to compliance with all terms and conditions, the Initial Term of this Agreement shall be from July 1, 2018 through June 30, 2021.

**6. Termination**

- (a) Termination for Convenience. This Agreement may be terminated by Kronos or by the County at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. If County terminates the Agreement for convenience prior to the completion of the Initial Term County shall pay the contract Minimum Contract Value If subject to availability of funding, Kronos shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.
- (b) Termination for Non-appropriation of Funding. County may terminate this Agreement or a portion of the Services referenced based upon the unavailability of Federal, State, or County funds by providing written notice to Kronos as soon as is reasonably possible after County learns of said unavailability of outside funding. The termination shall be effective on a date as identified by County, which shall not exceed the end of the funding appropriation period. County agrees to pay for all goods delivered and services provided prior to the date of termination. Notwithstanding the foregoing, Customer agrees that it shall not execute an Order Form to acquire goods and services unless it has the funding allocated to pay for such items listed on the applicable Order Form.
- (c) Termination for Cause. In order to terminate for cause, each party must first give the other party written notice of the alleged breach. The party in breach shall have fifteen (15) business days after receipt of such notice to respond and a total of thirty (30) calendar days after receipt of such notice to cure the alleged breach. If the party in breach fails to cure the breach within this period, the other party may immediately terminate this Agreement without further action. In the event County terminates the Agreement for cause, any prepaid and unused fees paid by the County to Kronos shall be refunded. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that either party provides notice of an alleged breach pursuant to this section, either party may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph.
- (d) Bankruptcy and Insolvency. In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to provide adequate assurances, in the requesting party's reasonable discretion, within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other party.
- (e) Effect of Termination.
  - i. County shall pay Kronos within thirty (30) days of such termination, all fees accrued and unpaid under this Agreement prior to the effective date of such termination, provided however, if County terminates for material breach of the Agreement by Kronos, Kronos shall refund County

any pre-paid fees for Services not delivered by Kronos;

- ii. County's right to access and use the Applications shall be revoked and be of no further force or effect;
- iii. Kronos, at no additional charge to County, will make County Content available for County to retrieve for no more than thirty (30) days after termination. After such time period, Kronos shall have no further obligation to store or make available the County Content and will securely delete any or all County Content without liability of any kind;
- iv. County agrees to timely return to Kronos all Kronos provided materials related to the Services, including but not limited to training manuals, or other Kronos Confidential Information and Documentation at County's expense or, alternatively, destroy such materials and provide Kronos with an officer's certification of the destruction thereof;
- v. All provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

**7. [Intentionally Deleted]**

**8. Relationship of Parties**

Kronos agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Kronos nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

Except as the County may specify in writing, Kronos has no authority, express or implied, to act on behalf of the County in any capacity whatsoever, as an agent or otherwise, or to bind the County or its directors, agents, or employees to any obligation.

Kronos has and retains full control of employment, compensation, and discharge of its employees and is fully responsible for all matters relating to its agents and employees, including all applicable laws regarding employee taxes, withholding, and benefits.

**9. Hold Harmless**

- (a) General Hold Harmless. Kronos shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Kronos under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:
- i. Bodily injuries or death of any person, including Kronos or its employees/officers/agents;
  - ii. damage to any tangible or real property of any kind whatsoever and to whomsoever belonging;
  - iii. any other loss, cost, injuries or damage caused solely by Kronos gross negligence or willful misconduct.

The duty of Kronos to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

- (b) Intellectual Property Indemnity.** Kronos shall defend County and its respective directors, officers, and employees (collectively, the "County Indemnified Parties"), from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "Claim") alleging that the permitted uses of the Services infringe or misappropriate any United States or Canadian copyright or patent, and Kronos will indemnify and hold harmless the County Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claim by a court of applicable jurisdiction or as a result of Kronos' settlement of such a Claim. In the event that a final injunction is obtained against County's use of the Services by reason of infringement or misappropriation of such copyright or patent, or if in Kronos' opinion, the Services are likely to become the subject of a successful claim of such infringement or misappropriation, Kronos, at Kronos' option and expense, will use commercially reasonable efforts to (a) procure for County the right to continue using the Services as provided in the Agreement, (b) replace or modify the Services so that the Services become non-infringing but remain substantively similar to the affected Services, and if neither (a) or (b) is commercially feasible, to (c) terminate the Agreement and the rights granted hereunder after provision of a refund to County of the Monthly Service Fees paid by County for the infringing elements of the Services covering the period of their unavailability.

Kronos shall have no liability to indemnify or defend County to the extent the alleged infringement is based on: (a) a modification of the Services by anyone other than Kronos; (b) use of the Applications other than in accordance with the Documentation for such Service or as authorized by the Agreement; (c) use of the Services in conjunction with any data, service or software not provided by Kronos, where the Services would not otherwise itself be infringing or the subject of the claim; or (d) use of the Services by County other than in accordance with the terms of the Agreement. Notwithstanding the foregoing, with regard to infringement claims based upon software created or provided by a licensor to Kronos or Suppliers, Kronos' maximum liability will be to assign to County Kronos' or Supplier's recovery rights with respect to such infringement claims, provided that Kronos or Kronos' Supplier shall use commercially reasonable efforts at County's cost to assist County in seeking such recovery from such licensor.

- (c) Customer Indemnification.** County shall defend Kronos, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "Kronos Indemnified Parties") from and against any and all Claims, and will indemnify and hold harmless the Kronos Indemnified Parties against liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees), arising out of: (a) employment-related claims arising out of County's configuration of the Services; (b) County's modification or combination of the Services with other services, software or equipment not furnished by Kronos, provided that such County modification or combination is the cause of such infringement and was not authorized by Kronos; or, (c) a claim that the County Content infringes in any manner any intellectual property right of any third party, or any of the County Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. County will have sole control of the defense of any such action and all negotiations for its settlement or compromise. Kronos will cooperate fully at County's expense with County in the defense, settlement or compromise of any such action.
- (d) The Indemnified Party(ies)** shall provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying

party shall not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other party. The Indemnified Parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

**(e) LIMITATION OF LIABILITY**

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, KRONOS AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURIES CAUSED BY THE USE OF THE SERVICES OR BY ANY ERRORS, DELAYS, INTERRUPTIONS IN TRANSMISSION, OR FAILURES OF THE SERVICES.

EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH ABOVE, THE TOTAL AGGREGATE LIABILITY OF KRONOS OR KRONOS' SUPPLIERS TO COUNTY AND/OR ANY THIRD PARTY IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES PROVEN BY COUNTY, SUCH DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY KRONOS FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH SUCH CLAIM ARISES.

EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION, IN NO EVENT SHALL KRONOS OR KRONOS' SUPPLIERS, THEIR RESPECTIVE AFFILIATES, SERVICE PROVIDERS, OR AGENTS BE LIABLE TO COUNTY OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICES OR THE AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, WHETHER BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER KRONOS OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

EXCEPT WITH RESPECT TO LIABILITY ARISING FROM KRONOS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, KRONOS DISCLAIMS ANY AND ALL LIABILITY, INCLUDING WITHOUT LIMITATION LIABILITY RELATED TO A BREACH OF DATA SECURITY AND CONFIDENTIALITY OBLIGATIONS, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING WITHOUT LIMITATION VIRUSES, TROJAN HORSES, AND WORMS), COUNTY'S CONTENT OR APPLICATIONS, SAAS APPLICATIONS OR SYSTEMS, OR MACHINE ERROR.

**(f) Assignability and Subcontracting**

Neither party may assign this Agreement or any of its rights or obligations hereunder without the express written consent of the other party, except that: (a) County may assign this Agreement to its parent or wholly owned subsidiary provided that (i) County does not have any outstanding payment obligations owed to Kronos; (ii) County gives Kronos at least thirty (30) days prior written notice of such assignment; (iii) the Assignee agrees in writing to be bound the terms of this Agreement (or such other license agreement as mutually agreed between Kronos and Assignee) and (iv) such Assignee is not a competitor of Kronos and located in the US and/or Canada; and (b) either party may assign this Agreement in connection with a merger, reorganization or sale of all or substantially

all of such party's assets, provided that (i) the surviving or acquiring entity is not a material competitor of the non-assigning party, (ii) the non-assigning party is notified of the transaction prior to the closing of the transaction, (iii) the surviving entity or purchaser expressly assumes this Agreement and obligations hereunder, and, if requested by the non-assigning party, acknowledges such assumption in writing to the non-assigning party. Any permitted assignee or any successor-in-interest of a party shall take assignment or assumption subject to all of the terms and conditions of this Agreement. Any purported assignment of this Agreement in contravention of this Section shall be null and void and, without limiting any other rights or remedies available under this Agreement, at law or in equity, the non-assigning party may immediately terminate this Agreement without further liability.

**(g) Insurance**

**i. General Requirements**

Kronos shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance coverage and limits have been reviewed by County's Risk Management. Kronos shall furnish County with certificates of insurance evidencing the required coverage as set forth herein. .

**ii. Workers' Compensation and Employer's Liability Insurance**

Kronos shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Kronos certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**iii. Liability Insurance**

Kronos shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Kronos and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Kronos's operations under this Agreement, whether such operations be by Kronos, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

i. Comprehensive General Liability... \$1,000,000

ii. Professional Liability..... \$1,000,000

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

**(h) Compliance With Laws**

All Services to be performed by Kronos pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, the Americans with

Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

The parties agree that, pursuant to Section 70713 of Title 22 of the California Code of Regulations ("Title 22"), San Mateo Medical Center retains all professional and administrative responsibility for services rendered under this Agreement to the extent that such services are subject to Title 22 and are rendered by a "qualified professional person" as used in Section 70713, and the parties further agree in that instance that this Agreement is otherwise subject to any applicable requirements of Title 22.

Kronos will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**(i) Non-Discrimination and Other Requirements**

**i. General Non-discrimination**

To the extent applicable, no person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**ii. Equal Employment Opportunity**

Kronos shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Kronos's equal employment policies shall be made available to County upon request.

**iii. Section 504 of the Rehabilitation Act of 1973**

To the extent applicable, Kronos shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**iv. Compliance with County's Equal Benefits Ordinance**

Kronos shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Kronos's employee is of the same or opposite sex as the employee.

**v. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Kronos and any subcontractors shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative



action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**vi. History of Discrimination**

Kronos certifies upon execution of this Agreement that no finding of discrimination has been issued in the past 365 days against Kronos by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Kronos within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Kronos shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**vii. Non-discrimination Provisions**

Kronos shall not discriminate because of race, creed, color, religion, disability, marital status, sex, age, sexual orientation, gender identity/expression, national origin, or citizenship status

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Kronos to the following:

- i. termination of this Agreement;  
disqualification of the Kronos from being considered for or being awarded a County contract for a period of up to 3 years;

**viii. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Kronos certifies all Kronos(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

**(j) Compliance with County Employee Jury Service Ordinance**

To the extent applicable, Kronos shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Kronos shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Kronos, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Kronos or that the Kronos may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Kronos certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Kronos has no employees in San Mateo County, it is sufficient for Kronos to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Kronos certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Kronos shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Kronos acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**(k) Retention of Records; Right to Monitor and Audit**

- i. Kronos shall maintain all required records relating to Services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Kronos shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.
- ii. Kronos shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.
- iii. Kronos agrees upon reasonable written notice to provide during normal business hours to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**10. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**11. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**12. Termination Assistance Services**

- (a) Termination Assistance Services. In the event of termination of the Agreement or any Order Form, if required by County in its sole discretion, Kronos shall provide the Termination Assistance Services for up to one hundred eighty (180) days after the effective date of the termination. (the "Disentanglement Period"). Unless County terminates the Agreement or Order Form for cause, County shall pay for the applicable monthly fees for the Services received during the Disentanglement Period.
- (b) Disentanglement Period. Throughout each Disentanglement Period, Kronos shall perform the Termination Assistance Services set forth herein.
- (c) Unless County terminates the Agreement or Order Form for cause, then on a time and materials basis, Kronos shall assist and cooperate with County and its designated third party service-providers, and shall take all commercially reasonable steps necessary or reasonably requested by County, to accomplish in a timely manner the prompt, smooth, and complete transition of the responsibility for provision of the Services from Kronos to County, or to any replacement provider designated by County. Kronos's transition assistance shall include the provision by Kronos to County of sufficient

information as County or its third party Kronos may request. Kronos will promptly provide to County, at no charge to County, the County data and content and all output from the Services based on County's Content. County may be required to contract for limited use licenses of the SaaS applications for purposes of viewing historical information from the provided database. In case of termination for cause the number of use licenses shall not exceed 5.

- (d) Kronos shall provide County a copy of their County Content free of charge.
- (e) Payment for professional services provided by Kronos in case of a termination for convenience shall be billable on a time and materials basis at the standard Kronos professional services rates mutually agreed upon through the execution of a Statement of Work or Services Scope Statement.

### **13. Rights to Use**

Subject to the terms and conditions of the Agreement, Kronos hereby grants County a limited, revocable, non-exclusive, non-transferable, non-assignable right to use during the Term and for internal business purposes only: a) the Applications and related services, including the Documentation; b) training materials and KnowledgePass Content, if any; and, c) any embedded third party software, libraries, or other components, which form a part of the Services. The Services contain proprietary trade secret technology of Kronos and its Suppliers. Unauthorized use and/or copying of such technology are prohibited by law, including United States and foreign copyright law. County shall not reverse compile, disassemble or otherwise convert the Applications or other software comprising the Services into uncompiled or unassembled code. County shall not use any of the third party software programs (or the data models therein) included in the Services except solely as part of and in connection with the Services. The JBoss® Enterprise Middleware components of the Service are subject to the end user license agreement found at [http://www.redhat.com/licenses/jboss\\_eula.html](http://www.redhat.com/licenses/jboss_eula.html) County acknowledges that execution of separate third party agreements may be required in order for County to use certain add-on features or functionality, including without limitation tax filing services.

County acknowledges and agrees that the right to use the Applications is limited based upon the amount of the Monthly Service Fees paid by County. County agrees to use only the modules and/or features for the number of employees and users as described on the Order Form. County agrees not to use any other modules or features nor increase the number of employees and users unless County pays for such additional modules, features, employees or users, as the case may be. County may not license, relicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. County may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of Kronos. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of Kronos' licensors or Suppliers, is granted hereunder.

County may authorize its third party contractors and consultants to access the Services through County's administrative access privileges on an as needed basis, provided County: a) abides by its obligations to protect Confidential Information as set forth in this Agreement; b) remains responsible for all such third party usage and compliance with the Agreement; and c) does not provide such access to a competitor of Kronos who provides workforce management services.

County acknowledges and agrees that, as between County and Kronos, Kronos retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with County, County shall not obtain or claim any rights in or ownership interest to the Services or Applications or any associated intellectual property rights in any of the foregoing. County agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by County through the Services.

When using and applying the information generated by the Services, County is responsible for ensuring that County complies with applicable laws and regulations. If the Services include the Workforce Payroll Applications or Workforce Absence Management Applications: (i) County is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using these Applications, (ii) using

these Applications does not release County of any professional obligation concerning the preparation and review of any reports and documents, (iii) County does not rely upon Kronos, Best Software, Inc. or these Applications for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents, and (iv) County will review any calculations made by using these Applications and satisfy itself that those calculations are correct.

#### **14. Acceptable Use**

County shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement. County is responsible for all activities undertaken under the auspices of its passwords and other login credentials to use the Services.

County represents and warrants to Kronos that County has the right to publish and disclose the County Content in connection with the Services. County represents and warrants to Kronos that the County Content will comply with the Acceptable Use Policy.

County will not use, or allow the use of, the Services in contravention of the Acceptable Use Policy.

Kronos may suspend the Services immediately upon written notice in the event of any security risk, negative impact on infrastructure or Acceptable Use Policy violation.

#### **Additional Support Services:**

**Support of the Application.** Kronos will provide 24x7 support for the cloud infrastructure, the availability to the cloud environment, and telephone support for the logging of functional problems and user problems. County may log questions online via the Kronos County Portal. As part of such support, Kronos will make updates to the Services available to County at no charge as such updates are released generally to Kronos' customers. County agrees that Kronos may install critical security patches and infrastructure updates automatically as part of the Services. Kronos' then-current Support Services Policies shall apply to all Support Services provided by Kronos and may be accessed at: <http://www.kronos.com/Support/SupportServicesPolicies.htm> ("Support Policies"). In the event of a conflict between the Support Policies and this Agreement, the terms of this Agreement shall prevail.

**KnowledgePass Education Subscription.** Kronos will provide County with the KnowledgePass Education Subscription, if purchased by County, for a period of one (1) year from execution of this Agreement. Kronos will send County a renewal invoice for renewal of the KnowledgePass Education Subscription, and the KnowledgePass Education Subscription shall renew for an additional one (1) year term if County pays such invoice before the end of the then-current term for the KnowledgePass Education Subscription. The KnowledgePass Education Subscription provides access to certain educational offerings provided by Kronos (the "KnowledgePass Content"). County recognizes and agrees that the KnowledgePass Content is copyrighted by Kronos. County is permitted to make copies of the KnowledgePass Content provided in \*pdf form solely for County's internal use. County may not disclose such KnowledgePass Content to any third party other than County's employees. County may not edit, modify, revise, amend, change, alter, customize or vary the KnowledgePass Content without the written consent of Kronos, provided that County may download and modify contents of training kits solely for County's internal use.

**Training Points.** "Training Points" are points which are purchased by County that may be redeemed for an equivalent value of instructor-led training sessions offered by Kronos. Training Points may be redeemed only during the Term but only prior to the date which is no more than twelve (12) months after the date of this Agreement pursuant to which the Training Points were acquired, after which time such Training Points shall expire and be of no value. Training Points may not be exchanged for other Kronos products or services.

**Training Courses.** When Training Points or training sessions are set forth in an SSS, the SSS applies. When Training Points or training sessions are not set forth in an SSS, as part of the Services, for each SaaS application module included in the Services purchased by County, County's employees shall be entitled to attend, in the quantity indicated, the corresponding training courses set forth at: [www.kronos.com/products/workforce-central-saas/training-guidelines.aspx](http://www.kronos.com/products/workforce-central-saas/training-guidelines.aspx) . Participation in such training courses is limited to the number of seats indicated for the courses corresponding to the modules forming a part of the Services purchased by County.

## **15. Connectivity and Access**

County acknowledges that County shall be responsible for securing, paying for, and maintaining connectivity to the Services (including all related hardware, software, networking, internet access, third party services and related equipment and components); and will provide Kronos and Kronos' representatives with such physical or remote access to County's computer and network environment as Kronos deems reasonably necessary in order for Kronos to perform its obligations under the Agreement.

County will make all necessary arrangements as may be required to provide access to County's computer and network environment if necessary for Kronos to perform its obligations under the Agreement.

## **16. County Content**

County shall own all County Content. Kronos acknowledges that all of the County Content is deemed to be the Confidential Information of County. County will ensure that all County Content conforms with the terms of this Agreement and applicable law. Kronos and its Suppliers may, but shall have no obligation to, access and monitor County Content from time to time to provide the Services and to ensure compliance with this Agreement and applicable law. County is solely responsible for any claims related to County Content and for properly handling and processing notices that are sent to County regarding County Content.

## **17. Limited Warranty; Disclaimers of Warranty**

Kronos represents and warrants to County that the Applications, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with such Documentation during the Term

Kronos further warrants that all Services will materially perform in accordance with the applicable specifications and Kronos will, without charge beyond what is included in the price of the item, revise or replace nonconforming Services. Kronos' sole obligation and County's sole and exclusive remedy for any breach of the foregoing warranty is limited to Kronos' reasonable commercial efforts to correct the non-conforming Services at no additional charge to County. In the event that Kronos is unable to correct material deficiencies in the Services arising during the Warranty Period, after using Kronos' commercially reasonable efforts to do so, County shall be entitled to terminate the Agreement Kronos' obligations hereunder for breach of warranty are conditioned upon County notifying Kronos of the material breach in writing, and providing Kronos with sufficient evidence of such non-conformity to enable Kronos to reproduce or verify the same.

EXCEPT AS PROVIDED FOR IN THIS SECTION 17, KRONOS HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS OR IMPLIED, ORAL OR IN WRITING, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND

WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT MAY OTHERWISE ARISE PURSUANT TO ANY STATUTE, CODE, COMMON LAW OR JUDICIAL DECISION. THE SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, KRONOS MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF THE SERVICES, THE SAAS APPLICATIONS NOR ANY RESULTS TO BE ACHIEVED THEREFROM

#### **18. Data Security**

As part of the Services, Kronos shall provide those administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of County data as described at: <http://www.kronos.com/products/workforce-central-cloud/cloud-guidelines.aspx>

County acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. County should consider any particular Kronos supplied security-related safeguard as just one tool to be used as part of County's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Agreement.

As between County and Kronos, all Personally Identifiable Information is County's Confidential Information and will remain the property of County. County represents that to the best of County's knowledge such Personally Identifiable Information supplied to Kronos is accurate. County hereby consents to the use, processing or disclosure of Personally Identifiable Information by Kronos and Kronos' Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Kronos to carry out Kronos' duties and responsibilities under the Agreement or as required by law.

Prior to initiation of the Services under the Agreement and on an ongoing basis thereafter, County agrees to provide notice to Kronos of any extraordinary privacy or information protection statutes, rules, or regulations which are or become applicable to County's industry and which could be imposed on Kronos as a result of provision of the Services. County will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Information by Kronos or Kronos' Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) County will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

#### **19. Confidential Information**

Confidential Information is information in any form that is not generally known and that is treated as confidential by a party, including business, financial, statistical, and non-public personal information, trade secrets, know-how, applications, documentation, schematics, procedures, as well as PII, information covered by legal privilege, and other proprietary information that may be disclosed or incorporated in materials or products provided to one party by the other, whether or not designated as confidential, proprietary, or sensitive, whether or not intentionally or unintentionally disclosed, and whether or not such information is subject to legal protections or restrictions

Each Party shall protect the Confidential Information of the other Party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such Party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither Party shall disclose to third parties the other Party's Confidential Information, or use it for any purpose not explicitly authorized herein, without the prior written consent of the other Party. The obligation of confidentiality shall survive for seven (7) years after the return of such Confidential Information to the disclosing party or seven (7) years after the expiration or termination of the Agreement, whichever is later, as applicable.

Notwithstanding anything herein to the contrary, each party acknowledges and agrees that all trade secrets shall be safeguarded by a receiving party as required by this Agreement for so long as such information remains a trade secret pursuant to applicable law.

Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required: (a) to any subsidiary or affiliate of such Party, or (b) to any consultants, contractors, and counsel who have a need to know

in connection with the Agreement and have executed a non-disclosure agreement with obligations at least as stringent as this Section 19, or (c) by law, or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under the Agreement; provided, the receiving party shall, unless legally prohibited, provide the disclosing party with reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure. If a party commits, or threatens to commit, a breach of this Section 19, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction.

This Agreement imposes no obligation upon either Party with respect to the other Party's Confidential Information which the receiving Party can establish: (a) is or becomes generally known through no breach of the Agreement by the receiving party, or (b) is already known or is independently developed by the receiving party without use of or reference to the Confidential Information.

## **20. No Waiver**

Either parties review, approval, acceptance, or payment for any deliverables as applicable required under this Agreement is not a waiver of any rights or of any cause of action arising out of the Agreement, nor is it to be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement, nor does any delay or omission on the part of either party to avail itself of any right it may have operate as a waiver of any right or remedy.

## **21. Conflicts of Interest**

### *Organizational and Financial Conflicts of Interest*

Kronos is eligible for award of contracts by the County so long as the Agreement does not create an actual, potential, or apparent financial or organizational conflict of interest. Kronos represents that entry into this Agreement will not result in a conflict of interest prohibited by California Government Code Section 1090, et seq. nor will Kronos permit any conflict of interest prohibited by such statutes to arise during the performance of this Agreement or for a period of one year thereafter.

### *Attempts to Influence Government Decisions*

Kronos may not use or attempt to use its position to influence a governmental decision in which Kronos has reason to know Kronos has a financial interest other than the compensation promised by this Agreement. Kronos represents to the best of its knowledge that it has diligently conducted a search of its economic interests, as defined in the regulations promulgated by the California Fair Political Practices Commission, and has determined that it has no economic or organizational interest that would conflict with its duties under this Agreement and that it will immediately advise the County's General Counsel on learning of an economic or organizational or other prohibited conflict of interest during the term of this Agreement.

### *Exchange of Gifts with the County*

Contractors, subcontractors, vendors and their agents currently doing business with or planning to seek contract awards from the County may not offer gifts to the County officers, employees, agents or Board members who have taken or may in the future take part in contracting decisions for the County.

## **22. Force Majeure**

Neither Party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement (other than a failure to comply with payment obligations) where and to the extent that such failure or delay results from a Force Majeure Event, which is an unforeseeable event beyond a party's reasonable control, including but not limited to, acts of war; acts of nature; earthquake; flood; embargo; riot; sabotage; labor shortage or dispute; changes in government codes, ordinances, laws, rules, regulations or restrictions; failure of the Internet; terrorist acts; failure of data, products or services controlled by any third party, including the providers of communications or network services; utility power failure; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefor, or lack of or delay in transportation. Force Majeure does not include increased cost of performance or

failure of Kronos's source of supply. Any excuse for non-performance due to a Force Majeure Event will last only as long as the event remains beyond the reasonable control of the non-performing party.

Force Majeure does not modify the obligations of Kronos regarding indemnification, confidentiality, redundancy, data backup, disaster recovery, non-performance by subcontractors, or responsibility for any malware or code introduced or permitted to be introduced by Kronos or any subcontractor that results in damage to, unauthorized access to, or prevention of any authorized user's access to County data or systems.

The section headings herein are provided for convenience only and have no substantive effect on the construction of the Agreement.

The parties agree that if the Agreement is accepted by the parties and that acceptance is delivered via fax or electronically delivered via email or the internet it shall constitute a valid and enforceable agreement.

### **23. Permits and Licenses**

Kronos certifies that it is licensed and qualified to do business in California. Kronos further certifies that at Kronos's own expense, Kronos will obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement prior to commencement of said work/services, and Kronos will have and will maintain all required licenses, permits, or approvals for the duration of this Agreement. Failure to do so will result in forfeit of any right to compensation under this Agreement in addition to any other legal remedy available to County.

### **24. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Chief Executive Officer  
Address: San Mateo Medical Center  
222 W 39<sup>th</sup> Avenue  
San Mateo, CA 94403  
Facsimile: 650/573-2950

In the case of Kronos, to:

Name/Title: Kronos Incorporated.  
ATTN: Office of the General Counsel  
900 Chelmsford Street, Lowell MA 01852

### **25. Electronic Signature**

Both County and Kronos wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

\* \* \*



In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

KRONOS INCORPORATED

\_\_\_\_\_  
Kronos Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kronos Name (please print)

\_\_\_\_\_

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

## Exhibit A – Statement of Work

In consideration of the payments set forth in Exhibit B, as applicable, Kronos shall provide their commercially available version of the Workforce Central SaaS Applications identified on the applicable Order Form (i.e., Workforce Central Core, Workforce Central Timekeeper, Workforce Scheduler), provide Implementation Services of such Applications, and provide related training services as specified below.

### Overview

This Statement of Work ("SOW") provides an overview of the project including scope, approach, and how the project will be managed. To support a successful implementation, the County will provide the required internal project resources.

#### **Workforce TimeKeeper**

- 2 Workforce environments included in this deployment: Production and Test
- The Authentication method will be Single Sign On
- Configuration of Workforce TimeKeeper as needed to support Workforce Scheduler

#### **Workforce Mobile Manager with Mobile Employee**

- Including implementation of single sign on functionality

#### **Workforce Scheduler**

##### **Integration**

- ATKS
- QudraMed
- Person Import

##### **Training**

- Kronos led training for the core team and all Schedulers. Details noted in 1.4 Education

### Proposed Solution

Module	Project Type
Workforce Timekeeper SaaS Bundle with basic configuration to support Workforce Scheduler	New
Workforce Scheduler	New

Project duration is expected to be 20 weeks, based upon our experience with our customers and products. Depending upon the preparation and engagement of your organization, there may be opportunity to complete the project in a compressed duration. However, if project resources are unprepared or unavailable, the duration of the project may need to be extended, increasing the budget required to successfully complete this scope of work. Requests for additional scope or activities outside of this planned project scope may be accommodated through the change process. In this circumstance, Kronos may issue a change order with approval from the County to ensure the appropriate budget is available.

Kronos will deliver the scope of this project utilizing a remote approach.

### 1.1 Implementation Process, Roles & Responsibilities

Kronos Saas/SMB Fixed Scope implementations follow our Paragon methodology – an iterative, collaborative approach, driven by value and realized through collaboration. Paragon is bolstered by tools and techniques, such as configuration specific to your industry and region, Kronos process recommendations, dynamic documentation to ensure you're always up to date, and accelerated testing processes to ease the effort and improve the results of testing. The Paragon Project Lifecycle, and Roles & Responsibilities, are discussed in more detail in the attached document.

## 1.2 Sample Scheduler Timeline

Phase Week	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Initiate	Plan		Assess																	
Collaborate																				
Adopt																				

A project timeline will be co-developed by the County and Kronos project manager. Project schedules are contingent upon the length of the County schedule period, competing projects and resource availability.

## 1.3 Project Approach

Kronos implementations use an iterative approach - driven by value and realized through collaboration. This approach, focused on accelerated time to value, is bolstered by tools and techniques, such as set-up specific to industry and region, Kronos process recommendations, dynamic documentation, and accelerated testing processes. All project information is available online to allow project team members access to project status, contact information, issues log, test case tracking, training plan, etc. at any time.

The implementation will be completed in three iterative phases: Initiate, Collaborate, and Adopt.

### 1.3.1 Project Leadership

Kronos will provide guidance through the life cycle of the project and provide best practices to implement the solution. As the main point of contact, the Kronos Project Manager will partner with the County project leadership to develop the project plan to ensure objectives are achieved. The Kronos Project Manager will also deliver a collaborative workspace, which will serve as the dashboard for all aspects of the progress of the implementation.

#### 1.3.1.1 Initiate

This first phase of the project lays the foundation for the project.

During this phase, the Kronos team will work together with the County team to review goals and success criteria and share project assumptions. Teams will set and understand expectations, share project plans and agree upon the process of working together. The Kronos team will gather information and establish baseline configuration according to recommendations by industry and refine to meet County-specific policy and practice requirements. The Kronos Project Manager will also introduce the concepts of change management, testing, and end user education.

Once these items are complete, the Collaborate phase will begin.

#### 1.3.1.2 Collaborate

As the project moves into Collaborate, both teams will partner to create the best solution for the County's organization. Kronos will recommend practices and configuration based on industry and geography and fine

tune those recommendations iteratively, to meet County-specific needs and desired outcomes. This approach helps to define and refine the final solution. During this phase, the Kronos team will share the solution in action, which better allows informed decisions about the processes to be instituted. In turn, there is a better understanding of the specific scenarios to include in testing and end user training. As the solution is being finalized, both teams will focus heavily on testing efforts to ensure that the solution is well-prepared for adoption.

The project transitions into acceptance testing leveraging the Accelerated Testing Process. Kronos will provide baseline standard test scripts while the County-side team creates test scripts specific to the relevant use cases, integrations, and processes. The County team will execute these scripts and record the result, reporting successes and issues. To maximize visibility into acceptance testing progress, the project teams will work collaboratively in the testing workspace which will provide up to date information and metrics on the status of testing.

During the testing phase, the Kronos Project Manager and County will make use of the Paragon Testing Guide for system and integration testing. Testing will be tailored to meet the needs of the County specific configuration and resources, see Exhibit C.

1. The Paragon Testing Guide outlines the testing process and the tool can be tailored to represent an agreed upon testing plan based on the County configuration
2. Checkpoint – Proceed to User Acceptance Testing – This check point signs off to state that the design has been completed and the County is prepared for testing
  - a. Checkpoint – Proceed to Go-live - This outlines the tests taken to get to the point of go-live, including a sign off regarding testing completion

### 1.3.1.3 Adopt

The final phase is Adopt – when both teams realize the outcomes of the previous phases. It is at this stage that the solution is measured against the goals and objectives this project set out to achieve. Here the goals, success criteria, change management, and risk management efforts culminate as both teams work collaboratively to deploy the solution to end users.

Kronos will oversee 1 deployment group(s). After which the Kronos project manager will transition the completed scope to Kronos Global Support for post-implementation support.

## Project Team Responsibilities

County team participation is key to the success of the project. Early on, it is important to select a well-suited project team. Selecting the right project team and ensuring availability to work with various project team members and end users will ensure project success.

In the instance an organization is comprised of multiple businesses and/or locations, it will be important to select team members who are knowledgeable of the policies and practices utilized within each of those groups.

The information below will help with planning the team’s responsibilities and time commitments.

Roles/Responsibility	Executive Sponsor	Project Manager	Subject Matter Experts	Technical Experts
Overall success of the implementation	•	•		
Internal communications to endorse the project and prepare resources/end users for upcoming changes	•	•		
Completion of County tasks and deliverables		•		

Schedules resources, mitigates risks, and works within the project schedule		•		
Gathers and defines business rules and policies		•	•	
Attends standard weekly or bi-weekly status meetings		•	•	•
Identifies and supplies interface/integration information in batch file mode for employee import and scheduling export		•	•	•
Attends all defined Kronos product training		•	•	
Helps create and execute test plans to ensure a successful implementation		•	•	
Provides network related information, helps configure Kronos clocks and any browser settings, if applicable		•		•
Attends important meetings including milestone meetings and phase reviews	•	•	•	•
Endorses the Kronos system to other managers/departments	•	•	•	•

## 1.4 Education

As part of your overall solution, Kronos Educational Services are included to help secure maximum user adoption. Kronos Educational Services has included an education strategy to train the implementation functional and technical project team members and end users. The curriculum is structured by employee job role to ensure that each member of your team who interacts with the application has a clear learning path designed to develop knowledge in a logical sequence.

### 1.4.1.1 KnowledgePass

KnowledgePass™ is a yearly subscription to an online educational portal available to all licensed Kronos users, 24/7. It provides enterprise access to tutorials, task simulations, job aids, sandboxes, webinars, and additional educational documents to help your team succeed.

KnowledgePass Mentoring provides tools that allow you to build role specific learning paths within KnowledgePass and assign them to your users. Kronos will guide you on the creation of 2 user roles, including title selection and learning path assignments. The offering is delivered by a KnowledgePass Mentor via a remote interactive workshop.

### 1.4.1.2 Instructor Led Training

Kronos Instructor Led Training is purchased as Training Points. Training Points allow you to budget for training with the flexibility to adjust your plan during implementation. Training points outside a PEPM fee are sold as a bill as you go budget and invoiced after training takes place.

Core Team training will prepare you to provide input into you configuration and perform daily and periodic functional system tasks. Train-the-Trainer Programs prepare you to deliver ongoing refresher and new hire training for your users. User training delivery will help ensure user rapid user adoption. See attached Learning Path Documents for full course descriptions.

## San Mateo Recommended Kronos Training Plan

Category	Cadence	Course	Course Location	Seats	Points	Total Price	Notes
Base Configuration	1	Workforce Central Administering the Application	<i>Public Virtual</i>	2	1200	2400	Prereq covered in KnowledgePass online learning portal for self - paced training.
	2	Workforce Central Administering Navigators	<i>Public Virtual</i>	2	600	1200	Application Administrator Training
	3	KnowledgePass Mentoring	<i>Private Virtual</i>	1	1200	1200	Onsite not applicable, consulting to setup learning paths in KnowledgePass
	<b>Subtotal</b>					<b>4800</b>	
	1	Workforce Scheduler Project Team Fundamentals	<i>Self-Paced</i>	5	500	2500	<i>Onsite Not Applicable, Online Web Based Training</i>
	2	Using Organization Jobs	<i>KPASS</i>	Unlimited	0	0	<i>Onsite Not Applicable, Online Web Based Training in KnowledgePass</i>
	3	Solution Build Support	<i>KPASS</i>	Unlimited	0	0	<i>Onsite Not Applicable, Online Web Based Training in KnowledgePass</i>
	4	Workforce Scheduler Creating and Managing Scheduler for Healthcare (Train- the-Trainer for 6 participants - 5 Central Staffing & 1 IT)	<i>Private Onsite or Virtual</i>	1	9500	9500	<i>One 2-day session for up to 6</i>

	5	Private Onsite Training Preparation & Setup		1	1000	1000	Kronos Trainer Preparation and setup of database sandboxes for use during onsite training"
	6	Workforce Scheduler Creating Schedules for the Upcoming Period for Healthcare	<i>Private Onsite</i>	45	500	22500	Training for Manager Schedulers
	7	Private Onsite Training Preparation & Setup		1	1000	1000	Kronos Trainer Preparation and setup of database sandboxes for use during onsite training"
	8	Workforce Scheduler Administering Schedules	<i>Public Virtual</i>	2	2400	4800	
	<b>Subtotal</b>					<b>41300</b>	
<b>Total Training Points</b>						<b>46100</b>	<b>34,800 points included in fixed</b>

#### 1.4.1.3 Course Technology Requirements

Full list of requirements may be found at <https://community.kronos.com/s/edsonlinecourserequirements>

##### Windows

- 1.4GHz Intel® Pentium® 4 or faster processor (or equivalent) for Windows 7, Windows 8 or Windows 8.1
- Windows 8.1 (32-bit/64-bit), Windows 8 (32-bit/64-bit), Windows 7 (32-bit/64-bit), Windows XP
- 512MB of RAM (1GB recommended) for Windows 7 or Windows 8
- Microsoft Internet Explorer 8, 9, 10, 11; Mozilla Firefox; Google Chrome
- Adobe® Flash® Player 11.2+

##### MAC OS

- 1.83GHz Intel Core™ Duo or faster processor
- 12MB of RAM (1GB recommended)
- Mac OS X 10.7.4, 10.8, 10.9
- Mozilla Firefox; Apple Safari; Google Chrome
- Adobe Flash Player 11.2+

##### Mobile

- Apple supported devices: iPhone 5S, iPhone 5, iPhone 4S, iPad with Retina display, iPad 3, iPad 2, iPad mini, and iPod touch (4th and 5th generations)
- Apple supported OS versions summary: iOS 6 and higher

##### Audio

- Speakers or PC headset
- Microphone (text chat may be used in lieu of microphone)
- Most classes provide a toll free dial in phone number as an audio alternative for US and Canadian based students. This number is provided upon entry to class.

### **Additional requirements**

- Bandwidth: 5Mbps for participants, meeting attendees, and end users of Adobe Connect applications.
- Connection: DSL/cable (wired connection recommended) for Adobe Connect presenters, administrators, trainers, and event and meeting hosts.
- 1935 (RTMP), 80 (HTTP), 443 (HTTPS) if SSL is enabled
- The ability to connect to remote computers (for labs/exercises) through our RD Gateway Server, “classroomgw.kronos.com” using encrypted RDP on TCP port 443 over https
- Adobe Connect Mobile app (download from the app store of your respective device)
- [Adobe flash player](#) version 11.2 or later is required.
- [Adobe Acrobat Reader](#) is required to view or print course materials.

### **Adobe Connect Connection Test**

- Adobe Connect is the software used to conduct training for KVC classes. Please [click here](#) to run the
- Adobe Connect connection test.

## **1.5 Workforce Central Core Implementation Services - All Modules**

### **1.5.1 Included Services**

The following implementation services are included within all modules:

<b>Workforce Central – Project Methodology and Technical Environments – Per module</b>	
<b>Project Management</b>	Creation and maintenance of an Online Project Workspace, Work Plan, Issues and risks management, weekly status calls and reports. Kronos PM will work with County Project Manager to jointly run project. Project Management includes transition to Kronos Global Support after the first deployment go-live.
<b>Implementation Approach</b>	Kronos will conduct one onsite assessment with your project team to create one solution design for your organization. Your team will conduct one testing cycle to accept that solution, which Kronos will support. Kronos will support one production cutovers and provide knowledge transfer to allow you to be self-sufficient in any subsequent phased rollouts you choose to conduct. This assumption applies to each module purchased. Customers who have significantly different pay and/or functionality requirements across locations or divisions should purchase additional Assessment and/or Testing/Deployment groups under a la carte services. A single Assessment cycle can typically handle a maximum of 3 subject matter expert attendees representing the needs of different groups.
<b>Technical Architecture</b>	Two environments (1 Production, 1 Development) will be designed and built to house all the modules purchased. Implementation will occur in the Production environment prior to cutover. The Development environment may be refreshed from Production to support Testing and Training activities.
<b>User Authentication</b>	Application-level authentication will be set up for users. Note that if Single Sign on capability is desired, that needs to be purchased as an a la carte service offering – Single Sign-on/OKTA integration needed



<b>Training</b>	<p>We train your core team, and provide you with Knowledge Pass collateral and toolsets to train your end-users. Our training points system allows you to be flexible in how you train your core team: the training points provided with each SaaS/SMB proposal do vary significantly based on employee/module subscription counts but always provide both direct project team / system administrator training and indirect training such as train-trainer classes to support end-user training. Kronos training curriculums, along with points per class, can be reviewed on the Kronos County web-site.</p> <p>User Education outside of Knowledge Pass and the Training points packaged within the offering is not included in core program scope. End User training curriculum development, consulting, and classes may be quoted separately and additional to the program.</p>
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### 1.5.2 A La Carte Services

The following a la carte implementation services are available for additional purchase with the SaaS/SMB program. They apply to EACH module purchased. Where they have been purchased the implementation, scope is defined as follows:

<b>Workforce Central - a la carte Options per module</b>	
<b>Workforce Central Instance</b>	1 additional environment may be purchased, in addition to the Production and Development instances provided with the core offering
<b>Workforce Central Additional Assessment Group</b>	Assessment Groups over and above the single assessment and design included in the core offering may be purchased. Customers who have locations with different needs by location will benefit from two or more separate 'streams' of assessment and design for each location or groups of locations
<b>Workforce Central Additional Testing and Deployment Group</b>	Testing and Deployment groups over and above the 1 test, deploy and go-live cycle included in the core offering may be purchased. Customers who have locations with different needs may benefit from two or more separate 'streams' of testing, and/or production cutovers with each location.

## 1.6 Workforce Central Timekeeper (For Purposes Of Scheduler Only)

### 1.6.1 Included Services

The following implementation services are included with the Workforce Timekeeper module:

<b>WF Timekeeper – Specific Assumptions</b>	
<b>Employee Pay Groups</b>	20 Employee Groups (Default group for Scheduling only).
<b>User Personas and Roles</b>	We will configure functional and data security for one payroll administrator role, two types of manager roles, and two types of employee roles (e.g "Payroll Admin", "Manager", "Salaried Employee", "Hourly Employee"). We will also provide knowledge transfer to the County team to configure additional Persona's as you require them.

<b>Integration</b>	<p>Three interfaces are included in your Workforce Timekeeper project scope:</p> <p>1 export of data from Kronos systems to ATKS timekeeping system.</p> <ul style="list-style-type: none"> <li>o The County will provide file format for passing schedule data to ATKS. This is a 4 times daily batch export, except Monday's 6 times a day.</li> <li>o County will provide source file data in the format defined in agreed specifications. If Kronos spends significant time correcting source data anomalies this may require a change order for the additional effort.</li> </ul> <p>2) export of schedule data for QuadraMed acuity system. This is a once daily batch export.</p> <ul style="list-style-type: none"> <li>o</li> <li>o County will provide source file data in the format defined in agreed specifications. If Kronos spends significant time correcting source data anomalies this may require a change order for the additional effort.</li> </ul> <p>3) Automated Person Import interface will be run once per day, with a full file of Employee and User data provided for each interface run imported data from Workday.</p> <p>Kronos will mentor and assist with the technical testing of the interfaces. County will define testing scenarios.</p>
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## 1.7 Workforce Scheduler

### 1.7.1 Included Services

The following implementation services are included with this module:

<b>Workforce Scheduler Core Scope</b>	
<b>Scheduling Groups</b>	Assess and deploy up to 5 Different Scheduling Groups. A schedule group is a single schedule approach for a defined set of employees based on skills, census/shift based, or other qualifiers; typically 1 to 1 relationship with what would have been a paper schedule.
<b>Modules Configured</b>	Configuration of Workforce Scheduler and Organizational Maps with Call List functionality
<b>Navigators</b>	Standard Configuration of 1 Workforce Scheduler Navigator. Modification of Workforce Timekeeper Navigator, if applicable
<b>Workforce Integration Manager – Person import adjustments</b>	Modification to WIM Person Import to update scheduler-related Employee data attributes

### 1.7.2 A La Carte Services

The following a la carte implementation services are available for additional purchase with this module. Where they have been purchased the implementation scope is defined as follows:

<b>WF Scheduler - a la carte Options</b>	
<b>Additional Scheduling Unit/Group Bundle</b>	The county has elected to implement the 20 scheduling groups listed under employee pay group and a charge for the additional 15 scheduling groups has been included in the contract under A LA Carte Services.
<b>Employee Self Scheduling</b>	Add Employee Standard Self Scheduling (no custom)
<b>Workload Generator Configuration</b>	1 Workload Generator Configuration (* <b>Required for Healthcare Customers</b> )
<b>Volume Import</b>	1 Volume Import interface for Workload Generator as well as Skills and Certifications

Onsite Assessment	1 Centrally Conducted On-Site Requirements Assessment
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## Implementation Services

Kronos will provide the Implementation Services described in Exhibit A to the County and such services are provided on a fixed fee basis, billed as specified in Exhibit B. If County requests additional Implementation Services beyond those described in Exhibit A, Kronos will create a change order for County's review and approval and any additional Implementation Services to be provided by Kronos will specified via Order Forms as described in Exhibit E delivered at the then-current Kronos professional services rates. Kronos' configuration of the Applications will be based on information and work flows that Kronos obtains from County during the discovery portion of the implementation. County shall provide Kronos with all necessary and accurate configuration-related information in a timely manner to ensure that mutually agreed implementation schedules are met. Kronos' then-current Professional/Educational Services Policies shall apply to all Implementation Services provided by Kronos and may be accessed at: <http://www.kronos.com/Support/ProfessionalServicesEngagementPolicies.htm> ("Professional Services Policies"). In the event of a conflict between the Professional Services Policies and this Agreement, the terms of this Agreement shall prevail.

With exception of the Workforce Scheduler with Optimization software, all other Workforce Central software is being licensed to County solely to enable County to utilize the features and functions of the Workforce Scheduler with Optimization software. County may only use those features and functions of the Limited Use Software that enable County to utilize the Workforce Scheduler with optimization software. No other use of the limited Use Software shall be permitted, including without limitation use to record or process time and attendance data. County further agrees and consents to Kronos' right to audit County's use of the Limited Use Software.

### **Exhibit B – Payment and Rates**

In consideration of the services provided by Kronos described in Exhibit A and subject to the terms of the Agreement, County shall pay Kronos based on the following fee schedule and terms:

Item	1st Year	2nd Year	3rd Year	Total
Workforce Timekeeper (1,400 licenses)				
Workforce Employee (1,400 licenses)				
Workforce Mobile Manager (140 licenses)				
Workforce Timekeeper Manager (140 licenses)				
Workforce Integration Manager (1,400) licenses)				
Workforce Mobile Employee (1,400 licenses)				
Workforce Scheduler (1,400 licenses)				
The above items are sold as a 1,400 employee bundle @ \$3.04 per employee per month and all items except Workforce Scheduler are subject to the limited use terms expressed in Exhibit B.				
Licensed software fees (1,400 licenses @ \$3.04 per employee per month)	\$51,072	\$51,072	\$51,072	\$153,216
SMB Professional Services for Implementation of Single Sign On (SAML 2.0). Fixed Fee	\$2,016			\$2,016
Three (3) additional Scheduling Group Bundles (5 per bundle @ \$10,080 per bundle)	\$30,240			\$30,240
Employee Self Scheduling	\$2,016			\$2,016
Workload Generator Configuration	\$3,360			\$3,360
Volume Import	\$840			\$840
Onsite Assessment (scheduling)	\$2,016			\$2,016
Additional Training (11,300 points)	\$11,300			\$11,300
SMB Professional Services/Education and Implementation cost. Fixed Fee (includes 34,800 Training Points)	\$40,320			\$40,320
Professional Services for Implementation (interfaces)	\$14,060			\$14,060
<b>Total</b>	<b>\$157,240</b>	<b>\$51,072</b>	<b>\$51,072</b>	<b>\$259,384</b>
Contingency (20% of total)	\$31,448			\$31,448
Travel Contingency	\$7,000	\$3,000		\$10,000
Option A – Yearly User Training & Other Services		\$10,214	\$10,214	\$20,428
<b>Total with Contingencies</b>	<b>\$195,688</b>	<b>\$64,286</b>	<b>\$61,286</b>	<b>\$321,260</b>

#### **Additional Services & Order Forms**

County may request in writing additional Services from Kronos not otherwise provided for by this Agreement or any amendment hereto, including custom programming, custom reports, data extracts, and/or training. Kronos and County shall mutually agree in writing in advance on the costs for such additional services, and Kronos shall provide such additional Services as agreed upon by the parties. For extra support during production changes the technical resource fee will be \$215 per hour in the event that a dedicated Kronos resource, beyond regular resources already provided for in the SLA in Exhibit H, is requested by San Mateo Medical Center. Kronos shall document all such work in the form of an Order Forms as defined by Exhibit E of this Agreement.

No payment shall be due for any additional Services provided by Kronos for which an Order Form was required but in relation to which an Order Form was not provided and agreed upon by the County in advance.

Any additional Implementation Services, beyond those specified in Exhibit A, are provided on a time and material basis and are billed monthly as specified on the applicable Order Form. If Kronos is providing Implementation Services in accordance with the Services Implementation Guidelines or as “a la carte” services on the Order Form, Kronos will invoice County for Implementation Services in advance of providing such Implementation Services unless otherwise indicated on the Order Form.

## Invoicing and Payment Terms

- Payment terms are:
  - Application product licenses will be billed Annual in Advance upon execution of this agreement.
  - Core SMB Services Professional Services are Fixed Fee and shall be billed 1/4 at 30 days, 1/4 at 60 days, 1/4 at 90 days, and 1/4 at 120 days.
  - Knowledge Pass and additional Training Points will be billed net 30
  - Order Forms for additional services shall be invoiced monthly in arrears, as delivered.
  - Payment for all items shall be due 30 days following date of invoice.
  - If any amount owing under this between the parties is thirty (30) or more days overdue, Kronos may, without limiting Kronos' rights or remedies, suspend Services until such amounts are paid in full. Kronos will provide at least seven (7) days' prior written notice that County's account is overdue before suspending Services.
  - All payments shall be sent to the attention of Kronos as specified on the invoice.
  - Except as expressly set forth in this Agreement, all amounts paid to Kronos are non-refundable.
  - County is responsible for all applicable federal, state, country, provincial or local taxes relating to the goods and services provided by Kronos hereunder (including without limitation GST and/or VAT if applicable), excluding taxes based on Kronos' income or business privilege.
- Each invoice will include the following:
  - Date of invoice
  - Reference dates for hours billed (if applicable)
  - Agreement Number (Resolution number once approved by the Board)
  - Number of hours billed (if applicable)
  - Total amount of invoice
  - Description of work being invoiced
  - For Contingency hours, pre-authorization Order Forms attached to invoice
- At one (1) year after the effective date of this Agreement, or the end of the Initial Term, whichever is longer, and at each annual anniversary of that date thereafter, Kronos may increase the Monthly Service Fee rates in an amount not to exceed four percent (4%) upon sixty (60) days written notice. The increased Monthly Service Fees will be reflected in the monthly invoice following the effective date of such increase.
- County shall pay Kronos within thirty (30) days of termination, all fees accrued and unpaid under this Agreement prior to the effective date of such termination, provided however, if County terminates for material breach of the Agreement by Kronos, Kronos shall refund County any pre-paid fees for Services not delivered by Kronos;

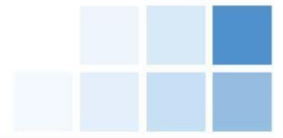
## Travel Expense

Travel expenses are not included and will be invoiced separately as incurred. To the extent that this Agreement authorizes reimbursement to Kronos for travel, lodging, and related expenses, the following restrictions apply:

1. Estimated travel expenses must be submitted to the County's contract contact person for advanced written authorization before such expenses are incurred. No travel expenses are reimbursable under this Agreement unless such written pre-authorization is obtained.
2. The maximum reimbursement amount for the actual cost of lodging, meals, and incidental expenses (“LM&I Expenses”) is limited to the then-current Continental United States (“CONUS”) rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching [www.gsa.gov](http://www.gsa.gov) for the term ‘CONUS’). CONUS rates are set by fiscal year and are effective October 1st through September 30th.

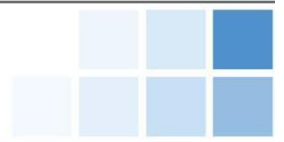
3. The maximum reimbursement amount for the actual cost of airline and car rental travel expenses ("Air & Car Expenses") shall be a reasonable rate obtained through a cost-competitive travel service (e.g., a travel or car-rental website). Reimbursable air travel is restricted to economy or coach fares (not first class, business class, "economy-plus," or other non-standard classes) and reimbursable car rental rates are restricted to the mid-level size range or below (i.e., full size, standard size, intermediate, compact, or subcompact). No specialty, luxury, premium, SUV, or similar category vehicles may be submitted for reimbursement. Other reasonable travel expenses ("Other Expenses") such as taxi fares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis.

4. If in doubt about the propriety of LM&I Expenses, Air & Car Expenses, or Other Expenses, Kronos should err on the side of caution and not incur an expense at that level or obtain authorization from the County's contract contact person.



# Paragon Testing Process

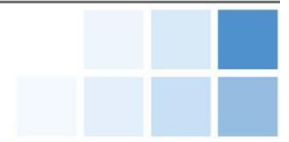
July 2017



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## Summary of Accelerated Testing

Accelerated Testing is a streamlined process integrated into Paragon methodology to provide Kronos's Customers with a complete, high quality Kronos solution. It couples automation and iteration with Kronos expertise to simplify the overall testing experience. The Kronos project team takes an active approach in preparing and guiding the County through the full testing cycle, which is modeled after testing industry standards to include Unit Testing, System and Integration Testing, and User Acceptance Testing. Additional information around the approach for each type of testing is below.

There are three tools used across the three phases to execute testing:

**Online Workspace** – an online collaborative resource that provides the County with access to information around various project related topics, including testing. Here, we introduce testing terminology, process and preparation requirements. The Online Workspace also provides a worksheet for the project team to capture use cases and business processes.

**QAComplete** – industry standard, web-based tool, powered by SmartBear, used to capture and manage test results and progress.

**Accelerated Testing Tool** – Kronos-developed application which seeds data within the WFC solution.

## Unit Testing

**Goal:** Testing and validation of individual configuration components or building blocks.

**Approach:** Beginning with the Solution Development Workshop, the Kronos Consultant is able to validate functional expectations of various configuration elements by walking through process scenarios with the County and confirming outcome, updating and reviewing as needed. Beyond that iterative unit testing approach, the Consultant is able to use the Accelerated Testing Tool, as well as functional use cases, to validate the components. Additionally, the Integration Consultant will unit test the interfaces to ensure functional requirements are met.

**Supporting Tools:** Accelerated Testing Tool

### Responsibilities:



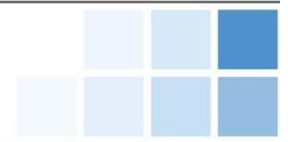
Kronos PM – confirm status of testing with internal team

Kronos Consultant – work through testing scenarios live with County as well as independently

Kronos Integration Consultant – test appropriate integration components

County – participate in Solution Development Workshop

**Consulting Considerations:** The Accelerated Testing Tool and the output spreadsheets are meant to guide the consultant in unit testing. The spreadsheets are a great reference to track the employee, pay rule and corresponding building block that have been validated. Your knowledge and expertise should be shared with the County, *not* the Accelerated Testing Tool. The spreadsheets output by the Accelerated Testing Tool should never be given to the County in their raw format – these can be large and confusing. When properly modified, and formatted to provide value, these can be shared with the County to assist them with their testing as well.



## System and Integration Testing



**Goal:** Process of testing an integrated system to verify that it meets solution requirements. Ensure that all systems and integration efforts are functioning as desired.

**Approach:** Systems testing is **supported** by the Kronos Consultant, and may involve the Technical Consultant. Integration Testing is supported by the Integration Consultant and includes testing and validating the data imports and exports.

System and integration testing is performed by the County. Integration is covered in Guided Testing Sessions with the Integration Consultant for person import and payroll export validation, with additional sessions scheduled if necessary to support other interfaces.

System tests are covered by the self-guided tests performed by the County.

The tests occur as stated, interfaces first, so the County can verify the system meets their requirements.

**Supporting Tools:** QAComplete for tracking progress and status of test cases, Accelerated Testing Tool to extract employee attributes for interface validation and data seeding

### Responsibilities:



Kronos PM – monitor status

Kronos Consultant – takes active role in supporting the County through execution of use cases Kronos

Integration Consultant – tests integration capabilities for various interfaces within project scope. County – executes business-specific use cases to validate and verify the solution meets requirements

**Consulting Considerations:** One of the key foundational processes of Paragon testing is validating the person attribute assignments. This ensures adequate time in the schedule to identify unforeseen delays, incorrect assignments, etc. prior to go live. In addition, most Customers associate the named employee, to the hours on the timecard, to determine if the pay is correct. Ensuring employee attributes are correctly assigned will eliminate unnecessary defects that are the result of person attributes.

A framework of test cases is provided via QAComplete. Consultants should guide the County to add expected results and duplicate tests where necessary to reflect the true number of tests for tracking and assignment purposes.

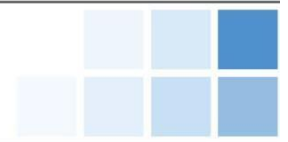
## User Acceptance Testing



**Goal:** Formal testing with respect to user needs, requirements, and business processes conducted to determine whether or not a system satisfies the acceptance criteria and to enable the user or County to accept the system.

**Approach:** Using Guided Testing Sessions, Kronos Consultants will take an iterative approach to understanding test cases, answering questions, and resolving defects.

**Supporting Tools:** QAComplete, appropriate tabs in Online Workspace



### Responsibilities:



Kronos PM – ensure testing is planned and secure regular updates from team

Kronos Consultant – provide iterative sessions to answer questions and address defects

Kronos Integration Consultant – review and answer questions as needed

County – actively plan and execute test sessions with testing team. Properly document results and share information with Kronos project team.

**Consulting Considerations:** Guide the County to create “day in the life” test cases that reflect user interaction. The focus should be on Navigators and users performing expected activities.

Consultants should plan to meet with the County daily the first few weeks and then two-three times a week to review and fix defects.

## Process/Activities by Phase

### Assumptions

All tools and resources will be customized to reflect information known about the County – this includes test cases, test case worksheets, and QAComplete, among other opportunities. This customization will take place prior to the meetings in which these tools are used and will continue to reinforce our commitment to providing value to the County. Throughout each meeting, the Project Manager should capture the discussions and decisions made as well as any action items.

### Initiate Phase

We have three major objectives in the Initiate phase -

1. Prepare Implementation Team for Testing
2. Introduce County to Testing
3. Monitor progress of testing preparation the County is completing

These objectives are accomplished through the following activities, which are in the order of occurrence in the implementation. The organization of these activities allows for thorough and consistent communication with the County.

*Note: During the Pursuit Team Knowledge Transfer Meeting (KTM), it is important to ask about expectations set around testing. The Project Manager and Consulting team members will be responsible for delivering to the expectations set. If Advanced Testing Services (ATS) have been purchased, the Project Manager will meet with the assigned ATS resource and Consultants to discuss integration of their services.*

### Kick-off Meeting



**Goal:** Establish a shared commitment to the project and vision for testing. Highlight the value of testing by providing an initial overview of roles, responsibilities, and resources.

### Responsibilities:

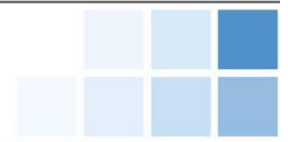


Kronos PM – leads

Kronos Consultant (all products in project) - participates

Kronos Integration Consultant - participates

County - interacts



**Delivery Method:** Onsite or Remote

**Actions:**

Set expectations & foundations around testing

Share process, concepts, terminology and responsibilities of both teams

**Supporting Tools:** Kickoff Meeting PPT, Testing Slides

**Consulting Considerations:**



*"Have you thought about who will be your test lead? This person will be a single point of contact for your team for testing related questions. We will provide a great tool to help them track and managing the testing process."*

*"Please remember to read the 'Preparing for Testing' section of the Online Workspace, it contains information that you should consider and discuss prior to the Testing Strategy Call."*

## Internal Planning Meeting



**Goal:** Discuss project planning for Testing Readiness Call, products to be implemented, dates, resources etc. Leave well-prepared for testing conversations with the County. Set the foundation for success by making sure the Kronos team is aligned.

**Responsibilities:**



Kronos PM – schedules

Kronos Consultant (leading Testing) – leads call

Kronos Consultants (all products in project) - participate

Kronos Integration Consultant - participates

**Delivery:** Remote

**Actions:**

Review any known details around testing gleaned from KickOff Meeting or Knowledge Transfer Meeting

Update Test Case Worksheets in Online Workspace with County-specific use cases

Modify QAComplete as necessary

Assign responsibility for leading testing and running Accelerated Testing Tool

Determine approach for Guided Testing Sessions

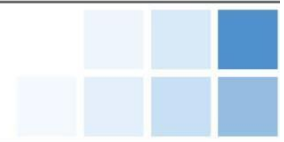
Confirm overall test strategy

Prepare for Testing Strategy Meeting

**Supporting Tools:** N/A

**Consulting Considerations:**

Make sure to think about what you already know about the County, and how that information will help you tailor the Testing conversation, test cases, etc to their needs. Be sure to clearly define who will share information during the touchpoint, and how that information will be tailored to the County's individual needs.



## Testing Strategy Meeting



**Goal:** Reinforce the purpose and value of testing, introduce the testing resources available, ensure understanding of roles, responsibilities and confirm commitment to testing.

### Responsibilities:



Kronos PM – schedules

Kronos Consultant (leading Testing) – leads call

Kronos Consultants (all products in project) - participate

Kronos Integration Consultant – participates

County Project & Testing Teams - participate

**Delivery:** As part of a regularly scheduled status call, or separate remote meeting

### Actions:

Consultant will prepopulate appropriate sections of Online Workspace with County scenarios

Review and acquaint County with Online Workspace

Share Testing Resources

Share process of capturing test information

Restate importance of pre-work for Testing Readiness Call

Secure testing schedules for resources

### Consulting Considerations:

*“Let’s discuss the anticipated start and end dates for testing”*



*“What are the backgrounds and experiences of those on your test team? Do you have a cross section of user roles such as HR, Payroll, Managers / Supervisors, etc.?”*

*“Have you considered the availability of your testers? Will they have adequate time in the day to test or should you consider a backup for their ‘regular’ role to provide more time for testing?”*

*“Will all testers attend Kronos training?”*

## QAComplete Access Request



**Goal:** Notify QAComplete Admin to setup the project and assign Kronos consultants and County testers.

### Responsibilities:

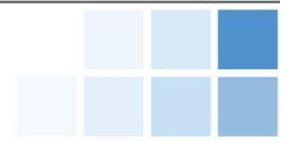


Kronos Project Manager: makes request

Kronos Consultant: Confirms access once granted

County: Confirms access once granted

**Delivery:** Two emails: **one** - around the time of the internal testing meeting and **two**, after the Testing Readiness Call once County tester information is obtained.



An email should be sent to [ParagonTesting@kronos.com](mailto:ParagonTesting@kronos.com) using the subject line “ Request: Q Complete Access



Email To: [ParagonTesting@Kronos.com](mailto:ParagonTesting@Kronos.com)

From: From Project Manager

To: **ParagonTesting**

Cc:

Subject: Request: QA Complete Access

Solution ID # 123456  
 Products Installed - WTK, Accruals  
 Resources- Project Manager: John Smith  
 Kronos Consultant: Mary Jones

The email should contain the following:

- ☐ County Name and Project Number
- ☐ For each user: Name, email address, phone number, designation (Kronite or County Name)

## Collaborate Phase

In the Collaborate phase there are 4 major objectives

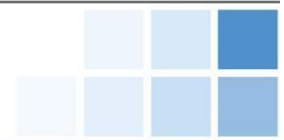
- ☐ Prepare Implementation Team for Testing
- ☐ Confirm All Testing Pre-Requisites are complete
- ☐ Complete Unit Testing
- ☐ Monitor progress of testing the County is completing

The objectives of this phase are accomplished through the following Activities outlined on the following pages.

Project Managers are responsible for regular checkpoints and County support during the Collaborate phase.

## Pre-Requisites for Testing

PRE-REQUISITE	OWNER
<b>Complete Solution Development Workshop</b>	Consultants
<b>READ: Preparing for Testing section of Online Workspace</b>	County
<b>Testing Readiness Call</b>	Consultant
<b>Complete Unit Testing</b>	Consultant
<b>Person Import Ready for Test</b>	County and Integration Consultant
<b>Complete Kronos Product Training</b>	County & Kronos PM



County successfully logged into test environment with login IDs	County and Integration Consultant
QAC Licenses Assigned to Test Team & Passwords Reset	Project Manager

## Testing Readiness Call



**Goal:** Finalize the testing approach and confirm County understanding of testing process. Familiarize the County with QAComplete. Ensure dialogue with County allows for discussion of concerns and ideas.

### Responsibilities



- Kronos PM – schedules and sends agenda in advance with reminder of pre-work
- Kronos Consultant (leading Testing) – leads call
- Kronos Consultants (all products in project) - attends
- Kronos Integration Consultant – attends
- County Project & Testing Teams - participates

**Delivery:** Onsite or Remote, based on scheduling

### Actions:

- Review key items such as resources, support, schedule and guided testing sessions
- Discuss County ideas and concerns
- Continue to familiarize County with QAComplete
- Share agenda for initial accelerated testing sessions

### Supporting Tools:

- Testing Readiness Call Agenda
- Testing Readiness Call PPT
- Online Workspace – Preparing for testing section.

### Consulting Considerations:



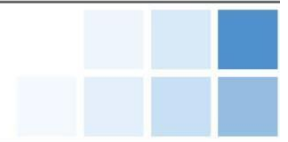
*“I recommend that you begin identifying and collecting examples of timecards for replication in Workforce during testing. Some examples may be employees who transfer between jobs frequently, unusual shifts that cross day or week divide, unique overtime examples etc.”*

*“You will be provided a framework of test cases to get you started. I suggest you focus on business process tests, those that reflect the way you will be using the system when you go live. i.e. supervisors, payroll, employees each have a different workflow. You will find a template in the Online Workspace that you can use to capture your ideas.”*

*“What are the backgrounds and experiences of those on your test team? Do you have a cross section of user roles such as HR, Payroll, Managers / Supervisors, etc.?”*

## Unit Testing

Unit Testing is completed by the Kronos delivery team and is intended to ensure the solution provided meets the design requirements as defined within the Solution Development Workshop. Test results should be captured in QAComplete, and a general overview of the solution should be provided when delivering the solution to the County.



Unit testing begins informally during the Solution Development Workshop, as the Kronos Consultant shares scenarios with the County to confirm functionality and business process.

NOTE: As Kronos reviews the use of QAComplete over the course of Paragon implementations, the pre-populated testing items will be updated and enhanced to further align with items in the Paragon Build Manager.



**Goal:** This testing is completed by the various Kronos Consultants (including integration) to ensure that functional requirements are met and working as expected.

#### Responsibilities:



Kronos PM – confirms status and updates

Kronos Consultant (leading Testing) – executes testing

Kronos Integration Consultant – executes testing

**Delivery:** Onsite or Remote, at Consultant's discretion.

#### Actions:

Consultant shares process and functionality scenarios with County at Solution Development Workshop to validate understanding and expected output.

Consultant reviews configuration iteratively and again before UAT to confirm that the design meets functional requirements and supports business processes.

**Tools:** County Test Environment

QAComplete

#### Consulting Considerations:

Think through the conversations that you have had with your customers, to ensure that you are unit testing the functionality as you know it to be intended for use.

When you are sharing processes and outcomes in the Solution Development Workshop, make sure you confirm with your County that their expectations are met. Clearly articulate the outcome, what you know about their process that would lead you to the outcome being desired, etc. The articulation of the previous conversations and knowledge of their processes will solidify their confidence in our expertise and commitment to their success.

## Guided Testing Session – System & Integration Testing

The Guided Testing Sessions are the cornerstone of the Accelerated Testing process due to their ability to fast-track the testing and cement County adoption of QAComplete and the configured solution. Because they are a team effort, it is expected that the team will discuss the responsibilities, during the internal testing meeting.



**Goal:** These meetings are meant to get the County off to a strong start during the first few days of testing.

#### Responsibilities:

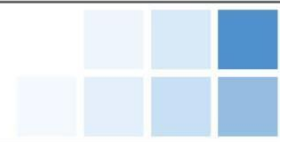


Kronos PM – schedules

Kronos Integration Consultant – leads

Kronos Consultant (leading Testing) – participates





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### County Testing Team - participates

**Delivery:** Onsite or Remote, where County Testing Team is together in a room


**Actions:**

Integration Consultant to run person import just prior to the first session.

Review interface specific information such as run schedules, source file location, etc.

Export all active EE records, explain file output and suggestions for validation

**Consulting Considerations:**

 *"I've run the person import using the file you supplied. Before we validate the individual attributes assigned to each employee, let me review some important information regarding this interface. This interface will be scheduled to run daily at 6am, is that correct? Let me make sure you know where and how to run this interface manually and view results. If the interface has any errors, you can find them in the Transaction Assistant. We will take a look at that page next. Once you feel comfortable with this general information regarding the interface, I will turn the meeting over to John who will show you how to validate employee person record assignments."*

*"Kronos consultants perform unit testing using your specific configuration prior to turning the system over to you to test. You will find the results of these tests posted in QAComplete."*

## Guided Testing Session – User Acceptance Testing



**Goal:** Get the County off to a strong start during the first few days of testing.

**Responsibilities:**



Kronos PM – schedules and monitors testing progress

Kronos Consultant (Acc. Testing Tool Certified) – leads testing support, provides knowledge transfer, monitors testing progress and resolves defects.

County Testing Team - participates


**Delivery:** Onsite or Remote, where County Testing Team is together in a room

**Actions:**

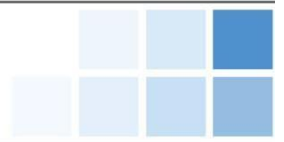
Validate WTK configuration using the Accelerated Testing Tool

**Tools:** Accelerated Testing Tool

**Consulting Considerations:**

 *Ensure that you clearly define roles. If you are not yet certified on the Accelerated Testing Tool, be sure to share with the County what they can expect – "John will run through the expedited testing scenarios with you. I will answer any Workforce navigation or specific questions you may have related to each scenario as he reviews."*

*You will find the results of these tests posted in QAComplete."*



*“We understand there is a lot to learn. How to use QAComplete and how to navigate Workforce; therefore, we will schedule at least 2 guided sessions. Each with a goal to support you as you learn how to quickly and efficiently test your Kronos solution.”*

Consultants should plan to meet with the County daily the first few weeks of testing and then two-three times a week to review and fix defects.

## Self-Guided Testing



**Goal:** County to continue testing any manual tests in QAComplete.

### Responsibilities:



Kronos PM: Confirm progress

County Testing Team: leads and participates

Kronos Consultant: addresses reported defects

**Delivery:** County self-guided live

### Actions:

County execute test cases and log results in QAComplete

County familiarizes and gains confidence in the configured solution

**Tools:** QAComplete, Online Workspace

### Consulting Considerations:

*“Once your team is ready to start the self-guided portion of testing, you are already off to a good start with Person Import and timecard validation well under way. At this point, your test lead will be running defect reports and using the dashboards in QAComplete to track progress. Your consultants will continue to provide defect fix support and are happy to answer any questions you may have regarding Workforce.”*

*“It is important to remember that only you (County) can determine if the system meets your needs and performs according to your company policy. Remember, the goal is not necessarily to test everything, but to test enough to ensure your comfort level, understanding and acceptance of configured system. This is why your business specific, ‘day in the life’ type of test scenarios are a critical piece of the test effort.”*

Consultants should plan to meet with the County daily the first few weeks of testing and then two-three times a week to review and fix defects.

## Additional Guided Testing Sessions:



**Goals:** Provide support and defect resolution as needed for County during testing.

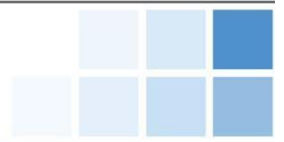
### Responsibilities:



Kronos PM: Confirm progress

Kronos Consultants: lead and participate as needed

Kronos Integration Consultants: participate as needed



County Testing Team: leads and participates

**Delivery:** Onsite or Remote

**Actions:**

Repeating tests for the County where items have failed and are ready for retest.

Payroll export testing

Receive Validation that County has uploaded the payroll file into a batch in their payroll provider's system.

Some ideas for additional Guided Testing Sessions:

- ☐ Any complex interface or configuration item
- ☐ Payroll Export Testing
- ☐ Items where additional support would be beneficial to keeping the County on the defined testing schedule.
- ☐ Regression testing of areas already configured and tested

*For example, a County has completed WTK testing and the WFS has been setup. Some of the Pay Code definitions were modified for the WFS and ESS solution. The attributes of the Vacation pay code has changed, the Edit now Excuses Absence and affects the availability to be scheduled. The County wants to understand how these selections may or may not impact the timekeeper testing they have just signed off.*

**Tools:** QAComplete, Online Workspace, Output files from Accelerated Testing Tool

## Adopt Phase

In the Adopt Phase, we are able to sign off on Deployment Readiness as a result of our testing activities being complete. You may find that you are implementing more than one product for a County, and phases may overlap. You are still able to use QAComplete to track and report on testing for future phases, even if your initial phase has completed. Considerations for regression testing are excellent considerations at this point in a phased implementation.

## Tools

The Accelerated Testing process is automated and streamlined through the use of:

- ☐ The Online Workspace
- ☐ QAComplete
- ☐ Accelerated Testing Tool

## Online Workspace

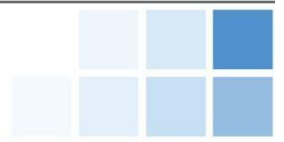
The **Online Workspace** is used to support testing activities in the **Initiate** and **Collaborate** phases.

**Responsibilities:**



Kronos PM – shared with County set expectations and provide information for reference

Kronos Consultant – used to capture use cases and as a vehicle to reinforce testing process



County – used to gain insights to the Accelerated Testing Process and is a reference in preparing executing testing.

**Delivery:** The Project Manager provides the Online Workspace at the beginning of the project and is referred to during testing conversations.

## QAComplete

**QAComplete** is used in the following ways during the **Collaborate** phase:

1. Execute and document unit tests.
2. Update the framework test cases by adding, editing or removing tests as applicable to County configuration.
3. Encourage County to create and record their own business process test cases.
4. Upload any tests to QAComplete created by the County.

The consultant responsible for testing can assist project Consultants in modifying the framework of test cases provided through QAComplete.

### More About QAComplete

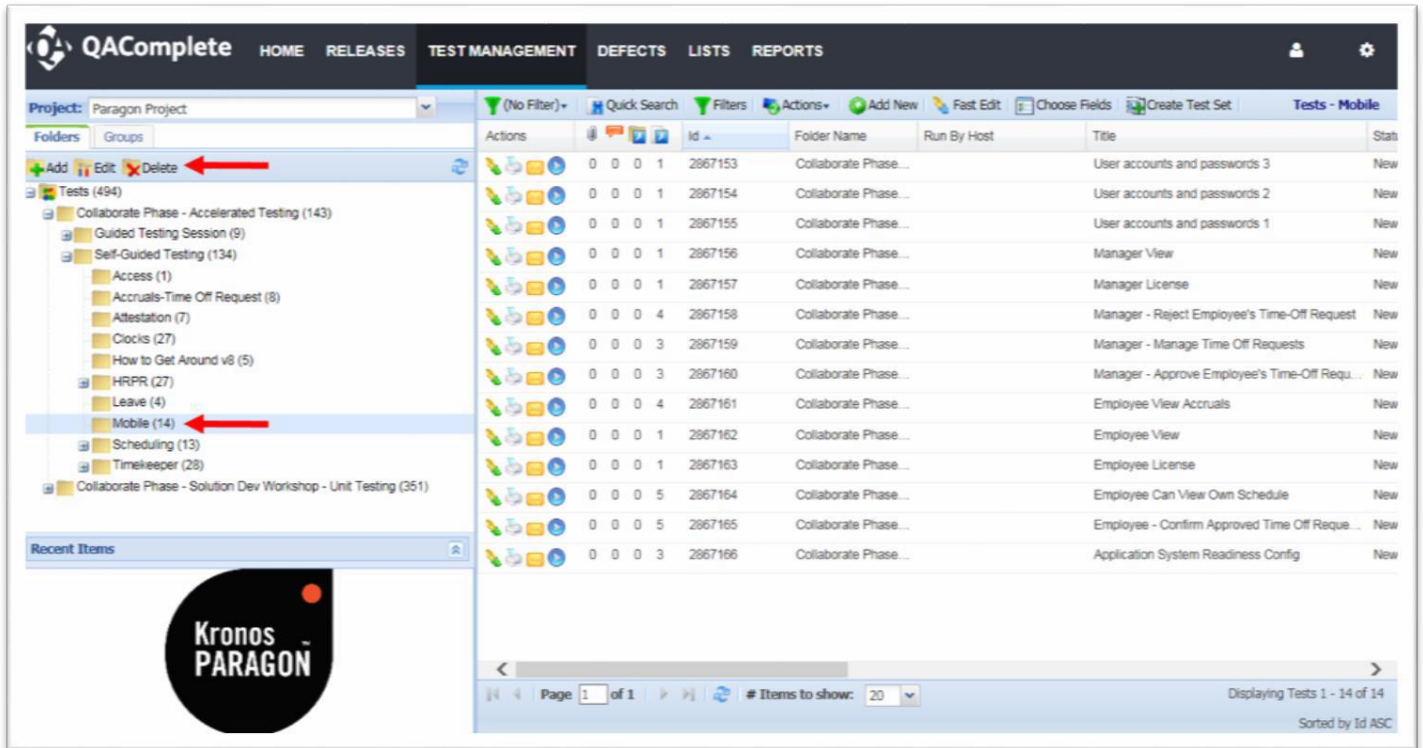
It is important that we pass the best possible product over to the County for testing. In the past, the level to which a system was unit tested was often inconsistent or undocumented, even though hours to support this effort have always been in scope.

To support consistency within QAComplete, tests are organized into folders by phase. Tests that are the responsibility of the Kronos Consultants can be found in the folder titled “Collaborate Phase – Solution Dev Workshop – Unit Testing”.

Tests that are the responsibility of the County are housed in the folder titled “Collaborate Phase – Accelerated Testing”. The testing framework is intentionally generic, and it is expected that it will require some adjustment to better suit County needs. At this time, there is no option to automatically generate and output manual test cases.

### To Modify Test Cases

The first step in the modification is to delete folders containing tests not used in the County solution. For example, delete the folder called “Mobile” if your County is not implementing Kronos Mobile. This assumption of modification also applies to particular tests – please remove them if they do not apply to your County. It is imperative that you spend the time to tailor these tests and documents for your County – to continually provide confidence in the solution and lessen confusion.



### Responsibilities:



Kronos PM – shared with County set expectations and provide information for reference

Kronos Consultant – used to capture use cases and as a vehicle to reinforce testing process

County – used to gain insights to the Accelerated Testing Process and is a reference in preparing executing testing.

**When:** Initiate Phase – Update and modify after access to workspace is granted and prior to the Testing Readiness Call. Encourage the County to create own cases at every opportunity.

QAComplete Guide  
How to Modify and Upload Tests



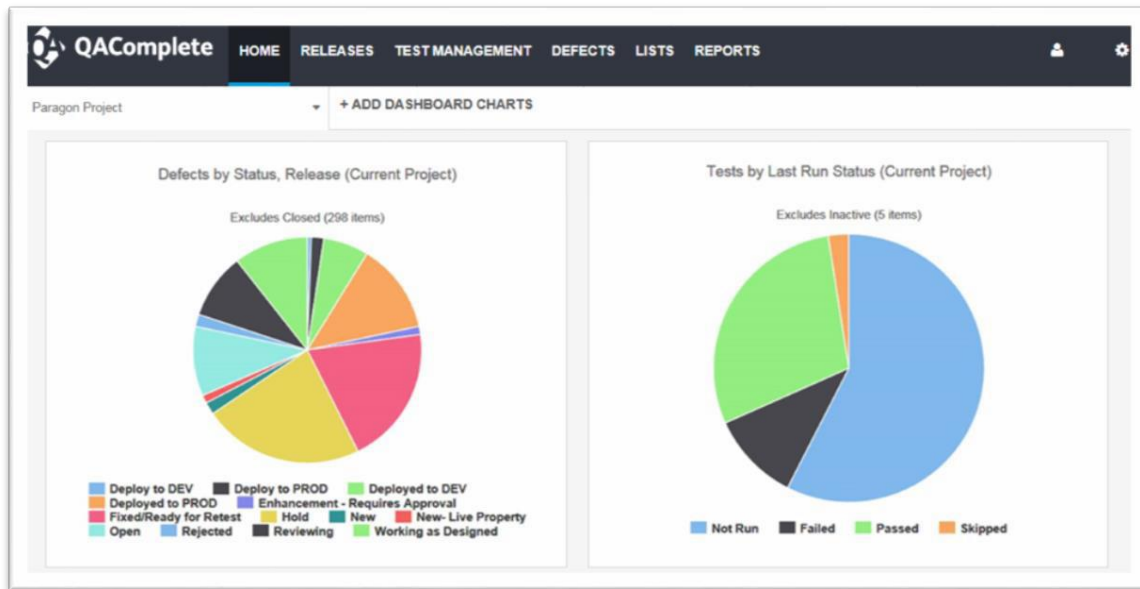
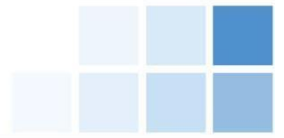
**Supporting Resources:** QAComplete Guide – click image to access

## Test Management and Defect Dashboards

There are two main dashboards recommended for review of assignments and progress - Test Management and Defect. These allow us to provide a quick answer, with metrics, when asked how County testing is progressing.

The dashboards are a great way to be proactive during the testing process by giving you a quick snapshot of the test effort. For example, you can easily identify potential project delays when a County is 50% of the way through a test cycle but only 25% of tests have been executed, or when the County is way ahead of schedule to ensure they are being thorough.

Additional information can be found in the Online Workspace.

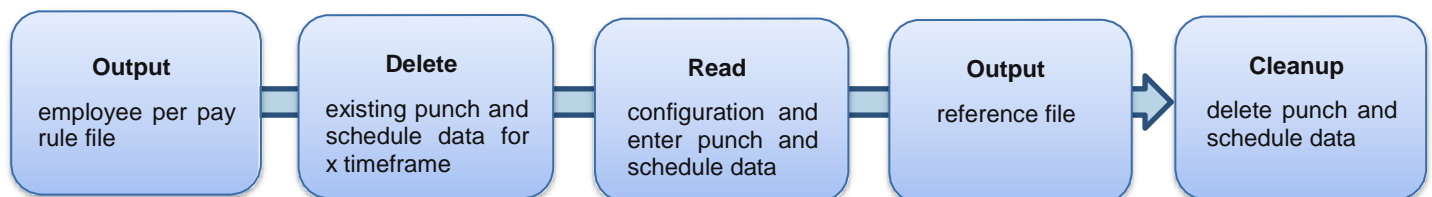


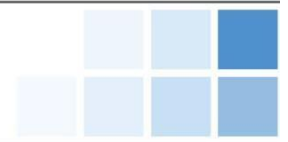
## Accelerated Testing Tool

The [Accelerated Testing Tool](#) is used to save the County time in manual data staging and validation. This tool is for the Consultant to leverage, and is not to be shared with the County. The tool reads the configuration and seeds data into the timecard for select building blocks. The County's testing resource simply needs to view the timecard of the employee being tested and determine if the result is as expected. For a County with 8-10 pay rules, 70% of the timekeeper building blocks can be tested in a little over an hour.

**NOTE:** *Because of the increased chance of user error and/or accidental deletion of data that is not recoverable, this application requires certification prior to use. Please refer to the list of certified resources on the Paragon SharePoint site.*

The process below describes the steps used by the application to stage timecards, at a high level.





1. The application reads the database and identifies employees by pay rule assignment. Each employee is provided a sequence number that will identify the type of test being executed against that employee and pay rule. For example, some are identified for rounding tests, some for exceptions and others for overtime.
2. As part of the staging process, the application deletes any existing punch and schedule data for the employee in the timeframe indicated by the test. For example, some tests are in current week and others span an established number of days in the future.
3. The application also reads the configuration and enters punch and schedule data for the selected test. For example, to test unscheduled exceptions, the application will enter an 8a-5p punch without a corresponding scheduled shift for the same day.
4. An output file is produced as a record of data staged for each employee for the test. In its raw format, this file should NEVER be provided to the County for validation. When cleaned up and formatted to be user-friendly, the output file can be leveraged to further accelerate data validation. Specific instructions are provided to consultants during Accelerated Testing Tool training.
5. Finally, the user can clean up the data staged for testing, which will remove punch and schedule data.

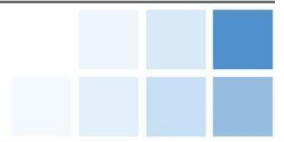
Because the application identifies employees that will be used for testing based on pay rule assignment, it is important for the County to focus on the configured rules, not necessarily their knowledge of “how John Smith” is paid.

In order to simplify testing and prevent rework, it is strongly recommended the person import is complete and ready for testing during the **first** guided testing session. Beginning with the person import validation ensures that when County start timecard testing, the pay rules assigned in the person record are accurate and realistic data is used when testing.

The application also has the ability to extract the following information into Excel, making certain validations easier for the County. Specific instructions are provided to consultants during Accelerated Testing Tool training.

Profiles	Other
Function Access Profile	Building Block assignment by Pay Rule
Display Profile	All Active Employees
GDAP	Org Map
Logon Profile	Schedule Pattern
Genie Profile	Schedule Group
Navigator Profile	Navigators
Accrual Profile	Accrual Policy
Wage Profile	Schedule Group Display
Device Configuration Profile	Availability Template
Hyperfind Profile	
Attendance Profile	





Leave Profile	
Activities Profile	
Workload Planner Profile	

Refer to the Paragon Accelerated Testing Tool Specs to answer any questions regarding the application.

Using the QAComplete workspace and our Accelerated Testing Tool, you can help County realize true value much sooner than they would with any other Workforce Management partner. *“The expedited tests accelerate the validation of many commonly used calculations in a timecard such as rounding, overtime and exceptions.*



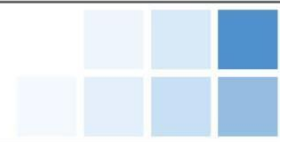
*By reducing the manual effort of entering punches, you can confirm most of your pay policies in just a few hours rather than days or weeks.”*

## Testing Responsibilities by Role

### Project Manager

Phase/Activity	Responsibilities
Initiate – Resource Assignment	Ensure a resource with Accelerated Testing Tool certification has been assigned to the project.
Initiate – KickOff Call	Kick off project with County, be sure to incorporate elements of testing conversations early on.
Initiate – Internal Test Planning Meeting	Schedule meeting
Initiate – Testing Strategy Meeting	Schedule meeting, participate
Initiate – Request Kronos QAComplete Access	Send email to request access
Collaborate – Test Readiness Call	Schedule call, maintain status updates and progress
Collaborate – Request County QAComplete Access	Send email to request access
Collaborate – Status Updates & Checkpoints	Continually check on status of testing from Kronos and County teams, provide status updates at checkpoints.
Adopt – Close Project	Close project, request metrics from QAComplete
Adopt	Celebrate!





## Kronos Consultant

Phase/Activity	Responsibilities
<b>Initiate – KickOff Call</b>	Participate in Kickoff and share testing conversations
<b>Initiate – Internal Test Planning Meeting</b>	Lead internal test planning meeting, share advice and strategy with group, update QAComplete based on current knowledge.
<b>Initiate – Testing Strategy Call</b>	Lead call, update QAComplete as appropriate
<b>Collaborate – Test Readiness Call</b>	Lead call, finalize strategy, update QAComplete as appropriate
<b>Collaborate – Unit Testing</b>	Conduct Unit Testing beginning with opportunities during the SDW. Test for functionality and known process, log in QAComplete.
<b>Collaborate – Systems &amp; Integration Testing</b>	Participate in Systems and Integration Testing as required
<b>Collaborate – User Acceptance Testing</b>	Share access and walk through of QAComplete system, help test with County during Guided Testing Sessions, regularly meet with County and address reported defects, maintain communication with Project Teams
<b>Adopt</b>	Celebrate!

## Integration Consultant

Phase/Activity	Responsibilities
<b>Initiate – KickOff Call</b>	Participate, lending clarity as needed
<b>Initiate – Internal Test Planning Meeting</b>	Participate, strategize appropriate testing endeavors
<b>Initiate – Testing Strategy Call</b>	Participate, share testing approach, answer questions
<b>Collaborate – Test Readiness Call</b>	Participate, reinforce testing approach, answer questions
<b>Collaborate – Unit Testing</b>	Conduct Unit Testing on appropriate interfaces
<b>Collaborate – Systems &amp; Integration Testing</b>	Lead Systems and Integration Testing
<b>Collaborate – User Acceptance Testing</b>	Participate/Lead during Guided Testing Sessions, address defects, maintain communication with Project Teams
<b>Adopt</b>	Celebrate!

## **Exhibit D**

### **CORPORATE COMPLIANCE SMMC CODE OF CONDUCT (THIRD PARTIES)**

Kronos recognizes and is fully dedicated to advancing SMMC's commitment to full compliance with all Federal, State, and other governmental health care program requirements, including its commitment to prepare and submit accurate claims consistent with such requirements.

Kronos will comply with all Federal, State or other governmental health care program requirements.

Kronos, to the extent its contractual duties require it to submit the reports covered in this paragraph, will promptly submit accurate information for Federal health care cost reports including, but not limited to, the requirement to submit accurate information regarding acute available bed count for Disproportionate Share Hospital (DSH) payment.

Kronos will report to the SMMC Compliance Officer any suspected violation of any Federal health care program requirements within fifteen (15) days of discovery of the violation.

Kronos has the right to use the SMMC Disclosure Program by calling the Compliance Hotline at (800) 965-9775 or reporting incidents directly to the Compliance Officer. SMMC is committed to non-retaliation and will maintain, as appropriate, confidentiality and anonymity with respect to such disclosures.

Kronos understands that non-compliance with Federal and State health care program requirements, and failing to report any such violations, could result in termination of the Agreement and/or any other penalties as permitted by law.

Kronos is responsible for acquiring sufficient knowledge to recognize potential compliance issues applicable to the duties outlined in the Agreement and for appropriately seeking advice regarding such issues.

Kronos will not offer, give, or accept any "kickback," bribe, payment, gift, or thing of value to any person or entity with whom SMMC has or is seeking any business or regulatory relationship in relation to said business or regulatory relationship (other than payments authorized by law under such relationships). Kronos will promptly report the offering or receipt of such gifts to the SMMC Compliance Officer.

Kronos will not engage in any financial, business, or other activity which may interfere or appear to interfere with the performance of the duties under the Agreement or that involve the use of SMMC/County property, facilities, or resources.

Kronos will cooperate fully and honestly in the event that SMMC and/or County is audited by an outside agency including, but not limited to, compliance audits regarding enforcement of Federal and State regulations, any applicable accreditation standards, and/or SMMC system-wide policies.

***TO REPORT VIOLATIONS,  
CALL THE COMPLIANCE HOT LINE: (800) 965-9775***

Kronos, in executing this Agreement, certifies that an authorized representative has received this Code of Conduct, understands it, has authority to commit Kronos to this Code of Conduct, and has committed Kronos to comply with this Code of Conduct.

## Exhibit E

### DEFINITIONS

**Acceptable Use Policy:** the Kronos policy describing prohibited uses of the Services as further described at: <https://www.kronos.com/policies/acceptable-use>. This is the then- current Acceptable Use Policy (this “**Policy**”) and is subject to change at Kronos’ discretion. This Policy describes prohibited uses of the Services. The examples described in this Policy are not exhaustive. Kronos may modify this Policy at any time upon written notice to County of a revised version. By using the Services, County agrees to the latest version of this Policy. If County violates the Policy or authorizes or helps others to do so, Kronos may suspend use of the Services until the violation is corrected, or terminate the Agreement for cause in accordance with the terms of the Agreement.

#### **(a) No Illegal, Harmful, or Offensive Use or Content**

County may not use, or encourage, promote, facilitate or instruct others to use, the Services for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. Prohibited activities or content include:

- **Illegal Activities.** Any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography.
- **Harmful or Fraudulent Activities.** Activities that may be harmful to others, Kronos’ operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices.
- **Infringing Content.** Content that infringes or misappropriates the intellectual property or proprietary rights of others.
- **Offensive Content.** Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts.
- **Harmful Content.** Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.

#### **(b) No Security Violations**

County may not use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a “System”). Prohibited activities include:

- **Unauthorized Access.** Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System. County will not perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan on any System.
- **Interception.** Monitoring of data or traffic on a System without permission.
- **Falsification of Origin.** Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers.
- **No Use of Robots.** County will not use any tool designed to automatically emulate the actions of a human user (e.g., robots)

#### **(c) No Network Abuse**

County may not make network connections to any users, hosts, or networks unless County has permission to communicate with them. Prohibited activities include:

- **Monitoring or Crawling.** Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.
- **Denial of Service (DoS).** Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.
- **Intentional Interference.** Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.
- **Operation of Certain Network Services.** Operating network services like open proxies, open mail relays, or open recursive domain name servers.
- **Avoiding System Restrictions.** Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.

**(d) No E-Mail or Other Message Abuse**

County will not use the Service to distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like “spam”), including commercial advertising and informational announcements. County will not alter or obscure mail headers or assume a sender’s identity without the sender’s explicit permission. County will not collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

**(e) Monitoring and Enforcement**

Kronos reserves the right, but does not assume the obligation, to investigate any violation of this Policy or misuse of the Services. Kronos may:

- investigate violations of this Policy or misuse of the Services; or
- remove, disable access to, or modify any content or resource that violates this Policy.

Kronos may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Kronos’ reporting may include disclosing appropriate County information. Kronos also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

**(f) Reporting of Violations of this Policy**

If County becomes aware of any violation of this Policy, County will immediately notify Kronos and provide Kronos with assistance, as requested, to stop or remedy the violation.

**Agreement:** these terms and conditions and the Order Forms and all exhibits, attachments, appendices.

**Applications or SaaS Applications:** the Kronos commercially available version of the Workforce Central SaaS Applications including Workforce Scheduler with TimekeeperShell, which are made accessible for County to use under the terms of this Agreement.

**Billing Start Date:** the date the billing of the Monthly Service Fees commences on the effective date of this Agreement.

**Cloud Services:** those services related to County’s cloud environment as further described <http://www.kronos.com/products/workforce-central-cloud/cloud-guidelines.aspx>

The the-current policy is below and is subject to change at Kronos’ discretion.

**The following guidelines and services apply to Workforce Central and Workforce Telestaff applications that are deployed in the Kronos Cloud:**

Cloud Services	
<p>Environments:</p> <p>One standard Production and one Non-Production (Development) environment.</p>	<p>Included.</p> <p>Additional non-production environments are available for additional fees.</p>
<p>Environment restoration:</p> <p>Services to restore Production environment to one Non-Production environment up to one time per week, if requested.</p> <p>County is responsible for requesting data to be moved from the Production environment to the Non-Production environment and for the contents of the data moved from the Production environment to the Non-Production environment.</p>	<p>Included.</p> <p>More frequent restores or additional environments will be subject to additional time and material fees.</p>
<p>Connectivity to Service:</p> <p>County users connect to application via secure SSL/TLS connection over the internet. Cooperative efforts with County IT staff may be required to enable access. Kronos will assist with validating site connectivity but assumes no responsibility for County internet connection or ISP relationships. Kronos related Internet traffic cannot be filtered by proxy or caching devices on the client network. Exclusions must be added for the fully qualified domain names and public IP addresses assigned to the environments in the Kronos Cloud.</p>	<p>Included</p>
<p>Device Initiated Terminal Connectivity:</p> <p>All terminals that are compatible with Device Initiated communication mode must use this mode of communication. With the Device Initiated mode of communication, the Kronos terminal initiates all communications with the Device Manager Server at the Kronos Cloud over the internet. In cases where Network Address Translation is required for terminals, the County is responsible for applying the translations on their network. Kronos Cloud does not support terminals prior to Kronos 4500 series and does support certain models released thereafter. Please see product documentation support matrix for details.</p> <p>Note: Server Initiated terminal communication, if permitted, requires a VPN and is not the preferred communication method</p>	<p>Included</p>

Cloud Services	
when connecting terminals to the Kronos Cloud.	
<p>Remote Access to Non-Web Kronos Applications:</p> <p>Remote access to non-web Applications (e.g. Kronos Workforce Integration Manager) using a remote access tool such as Citrix® Receiver. Limited Kronos Applications require the use of these remote access accounts.</p>	2 named users included
<p>SFTP Accounts:</p> <p>SFTP accounts are provided to customers to push files to the Kronos Cloud and to pull files from the Kronos Cloud for designated integration points (e.g. Kronos Workforce Integration Manager input/output folders). The Kronos SFTP folder location is not designed for long-term storage and files stored longer than 30 days may be deleted. Kronos Cloud SFTP does not initiate connections, thus SFTP file transfers must be a County initiated process.</p>	2 logins included
<p>Operating System and Database Software Management:</p> <p>Includes the required O/S and SQL Server licenses, as well as services for Kronos to apply critical security patches, service packs and hot-fixes for the software running in Kronos Cloud.</p>	Included
<p>Server Maintenance:</p> <p>All server maintenance, including repair and replacement of defective or failed hardware and the installation of hardware upgrades for the software running in Kronos Cloud.</p>	Included
<p>Kronos Application Updates:</p> <p>Services to perform technical tasks required to apply application service packs, legislative updates (if applicable), point releases and version upgrades.</p>	Included
<p>Backup:</p> <p>County data is backed up daily. Database backups are replicated via encrypted connections to a second Kronos Cloud datacenter. Backups are retained for the prior 28 days on a rotating basis. All historical employee and configuration data is stored in the rotating backups.</p>	Included

Cloud Services	
<p>Security:</p> <p><u>For customers that choose datacenters in the United States of America or continental Europe:</u></p> <p>Kronos maintains a hosting environment that undergoes examinations from an independent auditor in accordance with the American Institute of Certified Public Accounts SSAE 16 (i.e. SOC 1) and the AICPA Trust Services Principles Section 100a, Trust Services for Security, Availability, Processing Integrity, Confidentiality and Privacy (i.e. SOC 2). The Kronos Private Cloud (KPC) is evaluated for the principles of Security, Availability and Confidentiality by the independent auditor. The Kronos Private Cloud is located in data centers that undergo SSAE 16 examinations. Management access to the KPC is limited to authorized Kronos support staff and County authorized integrations. The security architecture has been designed to control appropriate logical access to the KPC to meet the Trust Services Principles of Security, Availability and Confidentiality. The Applications provide the County with the ability to configure application security and logical access per the County's business processes.</p> <p>In the event the County identifies a security issue, the County agrees to notify Kronos.</p> <p>For security purposes customers are restricted from directly accessing the desktop, file systems, databases and operating system of the environments. Thus, WIM integrations cannot initiate connections to push or pull data from on premise or other cloud based data sources including but not limited to external databases, and remote file shares.</p> <p>County agrees not to upload payment card information, as the service is not certified for PCI DSS.</p> <p>County agrees not to upload health information that falls under the United States HIPAA law.</p> <p><u>For customers that choose in datacenters outside the United States of America or continental Europe:</u></p> <p>For any outsourced (subcontracted) infrastructure (e.g. co-location provider, public cloud provider) Kronos will provide County a copy of its subcontractor's AICPA SSAE 16 SOC 1 Type II and/or AT101 SOC 2 Type II reports, published and attested to by an independent third party auditing firm, if applicable. Kronos is not required to utilize any outsourced (subcontracted) infrastructure (e.g. co-location provider, public cloud provider) as part of this agreement to deliver services. If Kronos does not use outsourced (subcontracted) infrastructure (e.g. co-location provider, public</p>	<p>Included</p>

Cloud Services	
<p>cloud provider) County will be entitled to receive a copy, if made available from Kronos at a future date, of a Kronos published AICPA SSAE 16 SOC 1 Type II and AT101 SOC 2 Type II reports published and attested to by an independent third party auditing firm, if made available.</p> <p>The Kronos applications provide the County with the ability to configure application security and logical access per the County's business processes.</p> <p>In the event the County identifies a security issue, the County agrees to notify Kronos.</p> <p>For security purposes customers are restricted from directly accessing the desktop, file systems, databases and operating system of the environments. Thus, WIM integrations cannot initiate connections to push or pull data from on premise or other cloud based data sources including but not limited to external databases, and remote file shares.</p> <p>County agrees not to upload payment card information as the service is not certified for PCI DSS.</p> <p>County agrees not to upload health information that falls under the United States HIPAA law.</p>	
<p>Read-Only ODBC Access:</p> <p>Kronos will provide County with read-only ODBC access into County's Production and Non-Production databases for Timekeeper/HRMS and/or TeleStaff over secure connection (e.g. VPN). County is responsible for establishing this secure connection to the Kronos Cloud and for any additional fees for that connection that may apply. Kronos may, but is not obligated to, limit or block County's database read-only ODBC queries in order to prevent failure of the database due to overload. Kronos will not pay SLA credits for any Outage that is the result of overloading the database during read-only ODBC access. County understands that overall performance may be reduced during peak processing periods, and County may need to limit resource intensive read-only ODBC queries to off-peak periods. County acknowledges that read-only ODBC access over a long distance secure connection is not a reliable protocol, as it does not have built-in retry logic to handle connectivity issues. Kronos is not responsible for any changes that may be required to County's internal systems due to read-only ODBC access.</p>	If selected on Order Form
<p>Disaster Recovery Services:</p> <p>Basic Disaster Recovery services are provided to all hosted</p>	Included



Cloud Services	
<p>customers at no additional fee and include:</p> <p>County environment and all County data in the Kronos Cloud are replicated to a secondary Kronos Cloud data center. Disaster Recovery Services provide for a Recovery Point Objective (RPO) of 24 hours and Kronos strives to restore application availability in a commercially reasonable timeframe. The County will be down until the Production environment is restored in the primary or secondary data center, if needed, as an application environment is not readily available at the alternate site to process data. Customers are expected to use fully qualified domain names (FQDNs) to access the service given that IP address of the service may change.</p> <p>Any issues arising out of the disaster recovery event due to County configuration/customization and/or County third party software outside of the Kronos Cloud is the responsibility of the County to resolve.</p>	
<p>Disaster Recovery Services (fee-based):</p> <p>Kronos offers enhanced Disaster Recovery services at an additional fee, as they provide for a secondary environment at a secondary Kronos datacenter to be used for County recovery. With this offering the County environment and all County data in the Kronos Cloud are replicated to a secondary Kronos Cloud datacenter. This service provides for a RPO (Recovery Point Objective) of 24 hours and a RTO (Recovery Time Objective) of 72 hours.</p> <p>In the unlikely event that Kronos declares a disaster in the primary datacenter, Kronos will notify the County and activate the Disaster Recovery steps necessary to restore application availability within the RTO defined. As part of this enhanced service, Kronos will conduct an annual Disaster Recovery Process test, which has the objectives to 1) test backups 2) train Kronos employees 3) verify and improve internal Kronos procedures. The annual Disaster Recovery Process test may be live or simulated. Customers are expected to use fully qualified domain names (FQDNs) to access the service given that IP address of the service may change.</p> <p>Any issues arising out of the disaster recovery event due to customer configuration/customization and/or customer third party software outside of the Kronos Cloud is the responsibility of the County to resolve.</p> <p>The following services are not included in this service, but they may be purchased from Kronos on a time and material basis, and are subject to additional fees: a County specific DR plan with annual review.</p>	If selected on Order Form

Cloud Services	
*Note that Workforce Analytics, Workforce Record Manager, Enterprise Archive, Workforce TeleStaff, Workforce TeleTime IP and all non-Production environments are excluded from the RTO.	
<p>Temporary Environments:</p> <p>Temporary Environments are designed for classroom training for no more than 40 people and/or functional application testing for approximately five to ten simultaneous users. Temporary environments are only available to those customers whose Production environment is hosted in the Kronos Cloud in a United States datacenter or continental Europe datacenter.</p>	If selected on Order Form
<p>Third Parties:</p> <p>If County uses a third party to configure and/or implement County's applications, the following applies:</p> <p>The third party must be authorized by Kronos as part of the Kronos Connect Partner Program prior to accessing County's development and testing environments in the Kronos Cloud. Third parties will not be granted access to County's Production environment for purposes of configuring the applications. County understands that although Kronos Connect Partners are subject to Kronos policies and procedures, such Partners are not subject to SOC audits by Kronos or its representatives. As such, Kronos' SSAE16 SOC 1 and AT101 SOC 2 reports are applicable to the Production environment only and are not applicable to third parties' activities.</p> <p><i>Applicable to customers that choose datacenters in the United States or continental Europe.</i></p>	If County uses 3rd party resources to configure/implement Kronos applications
<p>Encryption at rest of County Content at storage level</p> <p>For each of the county's production and non-production environments in a data center in the United States or continental Europe, County Content will be encrypted at rest at the storage level. Encryption at rest is defined as County Content is made unreadable on disk via encryption technology when the Kronos Cloud computing environment hardware is powered off.</p>	If selected on Order Form

Guidelines and Assumptions:

Category	Assumption
	Estimated availability of production server hardware is approximately 30 days after the Order Form is processed.
	County agrees to receive automatic updates to the applications.
	Use of the Workforce Central translation toolkit requires a Kronos Professional Services engagement to import/export the translation file(s) into a test environment and into the Production environment.
	Connecting modem clocks to the Kronos Cloud is not supported.
	Applications will support English only unless stated on the Order Form.
	County agrees not to conduct security testing, which includes, but is not limited to penetration testing and vulnerability scanning.
	County agrees not to conduct any sort of automated or manual performance testing of the Service.
	Offering includes system resources to process the equivalent of five WIM interfaces using up to 10 links with a maximum of five megabytes of data per link. In addition, systems resources for the integration between Workforce Central and Workforce TeleStaff for People, Punch, and Accrual interfaces are included assuming product documentation is followed for setup and run-time scheduling. Additional processing requirements may incur additional fees associated with corresponding system resources. Custom developed functionality outside of WIM that runs in the Kronos Cloud may incur additional fees.
	Retention policies must be configured in the application(s). Setting retention policies will ensure that unnecessary system data (e.g. temp files, deleted records, empty rows, etc.) is routinely purged from the system and will help in managing database growth. Retention policies do not apply to configuration and/or historical data. Historical employee data can be maintained for the duration of the agreement and renewal periods, per county business requirements.
	Sizing considerations are based on a three year growth projection of the Production database environment. After three years, an archiving strategy may be reviewed with the County for Service performance.
	Custom reports for Workforce Central are created using Microsoft Visual Studio. HR/Payroll reports are created using Crystal Reports. If made available from the vendors, the free

Category	Assumption
	versions of these tools will be made available to the county in their development environment. County will have read-only ODBC access to their development database for modifying and/or creating reports. County is limited to two named users for report creation, as access requires the use of one of the two included user licenses for remote access to non-web applications (e.g. Citrix Receiver). Note that County created reports for Workforce HR and Payroll may have reduced functionality from Kronos product documentation due to security restrictions in Kronos Cloud.
	County will be required to sign a go live milestone document confirming county has completed their testing and is ready to go live with the Workforce Central application(s) and/or TeleStaff.
Product Specific Considerations	
	<p>Workforce Record Manager/ Kronos Enterprise Archive (if included on order form):</p> <p>If Workforce Record Manager or Kronos Enterprise Archive is included, note that Setup Data Manager will only support import and export of configurations via XML file transfers between Production and Non-Production environments, as a direct connection between Production and Non-Production environments is not provided.</p> <p>If an environment is available for the use of archiving functionality, compared to the used of just Setup Data Manager, this additional environment for archiving will be noted on the order form if it is included.</p>
	<p>Workforce TeleTime IP:</p> <p>County is responsible for procuring the phone lines (SIP trunks) required for their Workforce TeleTime IP system. County should work with their ISP/telco provider to procure a private circuit (specifically MPLS) with adequate bandwidth to support the number of SIP trunks (phone lines) needed for their use case, SIP calls per second required, along with a router and cross-connects to terminate the circuit in the Kronos Cloud. Kronos will provide detailed information to County on Kronos Cloud connectivity requirements. Cross-connects can be also purchased directly from Kronos, and would be indicated on order form if included.</p> <p>This offering is only available to customers who chose Kronos datacenters in the United States.</p>

## Upgrade Services

The Service includes services for Kronos to execute tasks to apply point releases and version upgrades to County's Kronos Applications in the Kronos Cloud. Services are limited to those tasks which apply these updates to the Applications.

The table below reflects the included upgrade tasks.

Project Coordination: <ul style="list-style-type: none"> <li>• Project Manager to coordinate the upgrade project.</li> <li>• Up to eight 30-minute weekly status calls (one per week)</li> <li>• Coordinate Kronos resources</li> <li>• Send meeting invites</li> <li>• Provide Project Timeline and expected County commitment at the start of the project</li> <li>• Provide initial Project Schedule and communicates progress during weekly status calls</li> <li>• Provide Communication Plan and Contact List</li> </ul>	Included
Planning Phase	
County / Kronos Introduction Call – up to one hour	Included
Technical readiness & architecture review – Kronos Cloud Environment	Included
Assessment Phase	
Assessment of WIM interfaces to be upgraded	Included
Assessment of new features or changes to configurations	Not included
Assessment of customs and custom reports and development activities related thereto	Not included
Solution Upgrade / Build Phase	
One (1) restore of Production database to NON-Production environment for the purpose of upgrade testing. Additional restores, if requested, shall be subject to additional time and material fees.	Included
Upgrade Non-Production and Production environments to new point release or version.	Included

Upgrade of Workforce Integration Manager (WIM) interfaces due to product changes introduced as part of the technical upgrade, as defined in product documentation. For Workforce Central this includes XML export/imports and database views as defined in the "Workforce Central Import User Guide" and "Workforce Central Data View Reference Guide".	Included
Upgrade of non-WIM interfaces in Non-Production environment and Production environment.	Not Included
Upgrade of customs and custom reports. This includes upgrade of Workforce Integration Manager (WIM) interfaces that use table import batch functionality, read/write directly to database tables or require changes due to new/changed County requirements.	Not Included
Upgrade of interfaces and reports created or provided by County	Not Included
Update of terminal firmware managed by Kronos	Not Included
Configuration of new features or functionality or changes to existing configuration	Available for Purchase
Test & Certify Phase	
System test upgraded environments by verifying a user can log in	Included
User acceptance testing (UAT) of upgraded environments, interfaces, custom reports, new features, etc.	Not Included
Develop County-specific test cases	Not Included
Sign-off on upgraded Non-Production and Production Environments	County
Deploy & Support Phase	
Deployment Readiness Call – up to one hour	Included

**Note that new feature configuration, project management services, other Professional, Managed and Educational Services and training are not included as part of Upgrade Services, but may be purchased independently, if desired.**

**Project coordination lasts for no more than eight weeks. At the end of this time, Kronos will complete the production upgrade. If for any reason Kronos cannot complete the technical upgrade steps within eight weeks due to a Kronos caused delay, project coordination will continue proportionally to cover the Kronos caused delay. For example if Kronos causes a two week delay due to Kronos resource unavailability, project coordination will last no more than 10 weeks.**

**If not specifically noted, the County should assume responsibility of the task and/or deliverable.**

**Confidential Information:** Information in any form that is not generally known and that is treated as confidential by a party, including business, financial, statistical, and non-public personal information, trade secrets, know-how, applications, documentation, schematics, procedures, as well as Personally Identifiable Information, information covered by legal privilege, and other proprietary information that may be disclosed or incorporated in materials or products provided to one party by the other, whether or not designated as confidential, proprietary, or sensitive, whether or not intentionally or unintentionally disclosed, and whether or not such information is subject to legal protections or restrictions.

**County Content:** All County Content, or others acting on behalf of or through County, posts or otherwise inputs into the Services. All information, data, and other content, including Confidential Information and other information whether or not made available by County or County's agents, representatives or users, to a contractor that has been uploaded to the Services.

**Documentation:** user manuals published by Kronos relating to the features and functionality of the Applications.

**Implementation Services:** those professional and educational services provided by Kronos to set up the cloud environment and configure the Applications. Unless otherwise set forth on an Order Form as a la carte services (supplemental fixed fee, fixed scope services) or bill as you go services (time and material services described in a Statement of Work), Kronos will provide, as part of the Monthly Service Fee for the Applications, the fixed fee, fixed scope Implementation Services described in the Services Implementation Detail set forth at: <https://www.kronos.com/wfc-saas-implementation-guideline-details-flat-fee>

**Initial Term:** July 1, 2018 through June 30, 2021.

**KnowledgePass:** Content/KnowledgePass Education Subscription have the meanings ascribed in Section 14.

**Minimum Contract Value:** the total of all Monthly Service Fees to be invoiced during the Initial Term or a Renewal Term, as applicable.

**Monthly Service Fee:** Monthly Service Fees include fees for usage of the Applications and the Services, Cloud Services as applicable. Billing of the Monthly Service Fee(s) commences on the effective date of this Agreement.

**Order Form:** an order form mutually agreed upon by Kronos and County setting forth the items ordered by County and to be provided by Kronos, including without limitation the prices and fees to be paid by County.

**Personally Identifiable Information (PII)** information that can be used to identify a specific individual, either alone or when combined with other private or public information that can be linked in some way to a specific individual as defined by applicable law.

**Renewal Term:** The 1 year period renewal period of the Services.

**Services:** (i) the Cloud Services, (ii) accessibility to the commercially available version of the Applications by: of access to the password protected County area of a Kronos website, and all such services, items and offerings accessed by County therein.

**Statement of Work, SOW, Services Scope Statement and SSS** are interchangeable terms referring to a written description of the Implementation Services mutually agreed upon by Kronos and County and set forth as bill as you go services on the Order Form.

**Supplier:** any contractor, subcontractor or licensor of Kronos providing software, equipment and/or services to Kronos which are incorporated into or otherwise related to the Services. Kronos may at its sole discretion replace a Supplier, provided that a change to Supplier will not have a materially adverse effect on the Services delivered by Kronos under this Agreement.

**Training Points:** are points which are purchased by County that may be redeemed for an equivalent value of instructor-led training sessions offered by Kronos.



## **Exhibit F - SERVICE LEVEL AGREEMENT (SLA)**

**Service Level Agreement:** The Services, in a production environment, are provided with the service levels described in this Exhibit F. SLAs are only applicable to production environments. SLAs will be available upon County's signature of Kronos' Go Live Acceptance Form for County's production environment.

99.75% Application Availability

**Actual Application Availability %** = (Monthly Minutes (MM) minus Total Minutes Not Available (TM)) multiplied by 100) and divided by Monthly Minutes (MM), but not including Excluded Events

**Service Credit Calculation:** An Outage will be deemed to commence when the Applications are unavailable to County in County's production environment hosted by Kronos and end when Kronos has restored availability of the Applications. Failure to meet the 99.75% Application Availability SLA, other than for reasons due to an Excluded Event, will entitle County to a credit as follows:

<b>Actual Application Availability % (as measured in a calendar month)</b>	<b>Service Credit to be applied to County's monthly invoice for the affected month</b>
<99.75% to 98.75%	10%
<98.75% to 98.25%	15%
<98.25% to 97.75%	25%
<97.75 to 96.75%	35%
<96.75	50%

**"Outage"** means the accumulated time, measured in minutes, during which County is unable to access the Applications for reasons other than an Excluded Event.

**"Excluded Event"** means any event that results in an Outage and is caused by (a) the acts or omissions of County, its employees, contractors or agents; (b) the failure or malfunction of applications or systems not owned or controlled by Kronos, including without limitation County Content, failures or malfunctions resulting from circuits provided by County, any inconsistencies or changes in County's source environment, including either intentional or accidental connections or disconnections to the environment; (c) Force Majeure events; (d) expected downtime during the Maintenance Periods described below; (e) any suspension of the Services in accordance with the terms of the Agreement to which this Exhibit F is attached; (f) the unavailability of required County personnel, including as a result of failure to provide Kronos with accurate, current contact information; or (g) using an Application in a manner inconsistent with the Documentation for such Application.

**"Maintenance Period"** means scheduled maintenance periods established by Kronos to maintain and update the Services, when downtime may be necessary, as further described below. The Maintenance Period is used for purposes of the Service Credit Calculation; Kronos continuously maintains the production environment on a 24x7 basis to reduce disruptions.

County Specific Maintenance Period

1. County will choose one of the following time zones for their Maintenance Period:

- a. United States Eastern Standard Time, b.GMT/UTC,
  - c. Central European Time (CET) or
  - d. Australian Eastern Standard Time (AEST).
2. County will choose one of the following days of the week for their Maintenance Period: Saturday, Sunday, Wednesday or Thursday.
  3. Kronos will use up to six (6) hours in any two (2) consecutive rolling months (specifically: January and February; March and April; May and June; July and August; September and October; November and December) to perform County Specific Maintenance, excluding any County requested Application updates. Downtime in excess of these six (6) hours will be deemed to be an Outage.
  4. County Specific Maintenance will occur between 12am-6am during County's selected time zone.
  5. Excluding any County requested Application updates, Kronos will provide notice for planned downtime via an email notice to the primary County contact at least seven (7) days in advance of any known downtime so planning can be facilitated by County.
  6. County Specific Maintenance Windows also include additional maintenance windows mutually agreed upon by County and Kronos.
  7. In absence of instruction from County, Kronos will by default perform Maintenance in the time zone where the Data Center is located.

#### Non-County Specific Maintenance Period

Kronos anticipates non-County Specific Maintenance to be performed with no or little (less than three hours per month) County downtime. If for any reason non-County Specific Maintenance requires downtime, Kronos will provide as much notice as reasonably possible of the expected window in which this will occur. Downtime in excess of three (3) hours per month for Non-County Specific Maintenance will be deemed to be an Outage.

**"Monthly Minutes (MM)"** means the total time, measured in minutes, of a calendar month commencing at 12:00 am of the first day of such calendar month and ending at 11:59 pm of the last day of such calendar month.

**"Total Minutes Not Available (TM)"** means the total number of minutes during the calendar month that the Services are unavailable as the result of an Outage.

**Reporting and Claims Process:** Service Credits will not be provided if: (a) County is in breach or default under the Agreement at the time the Outage occurred; or (b) the Outage results from an Excluded Event.

Kronos will provide County with an Application Availability report on a monthly basis for each prior calendar month. Within sixty (60) days of receipt of such report, County must request the applicable Service Credit by written notice to Kronos. County waives any right to Service Credits not requested within this time period. All performance calculations and applicable Service Credits are based on Kronos records and data unless County can provide Kronos with clear and convincing evidence to the contrary.

The Service Level Agreements in this Exhibit, and the related Service Credits, apply on a per production environment basis. For the avoidance of doubt, Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating Service Credits.

County acknowledges that Kronos manages its network traffic in part on the basis of County's utilization of the Services and that changes in such utilization may impact Kronos' ability to manage network traffic. Therefore, notwithstanding anything else to the contrary, if County significantly changes its utilization of the Services than what is contracted with Kronos and such change creates a material and adverse impact on the traffic balance of the Kronos network, as reasonably determined by Kronos, the parties agree to co-operate, in good faith, to resolve the issue.