



DeKalb County, Georgia

Implementation Services for Oracle HCM Cloud Solutions

Statement of Work

July 10, 2020

Submitted By:

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**APPENDIX 5 - AGREEMENT FOR PROFESSIONAL SERVICES DEKALB COUNTY,
GEORGIA 55**

This Statement of Work ("SOW") is governed by the terms and conditions of the Agreement for Professional Services ("Contract"), by and between Deloitte Consulting LLP ("Deloitte Consulting" or "Contractor") and DeKalb County, attached hereto as Appendix 5 and incorporated herein by this reference, which is pursuant to Contractor's GSA Schedule GS-35F-0617Y Special Item Number 132-51 for Information Technology (IT) services (the "GSA Schedule").

1. Background of the Project

DeKalb County has undertaken an initiative to implement Oracle HCM Cloud to replace its current PeopleSoft Human Capital Management (HCM) solution.

Project Objectives:

The primary objective for implementing the Oracle HCM Cloud product is to substantially improve DeKalb County's ability to provide timely and accurate human resource support via improved processes and optimized use of technology. The project must be guided by the goal to reduce low / no-value-add work and improve the quality of information by leveraging automation, workflow, reporting and self-service.

Additional business objectives and opportunities include:

- Accurately paying employees
- Delivering self-service reporting to allow DeKalb County to pull the employee data needed in order to make decisions
- Improving integration between internal and third-party systems to gain efficiency, timeliness, and quality control
- Increasing insights through data analytics to provide timely access to information for DeKalb County departments and community
- Improving approval processes, removing paper and manual workflow reporting

The DeKalb County intends to implement the following Oracle HCM Cloud modules to replace its current PeopleSoft solutions. Deloitte Consulting proposes one phase approach to implement all the modules for period of performance that starts in August 2020 and ends in December 2021.

DeKalb County RFP Requirement	Oracle HCM Cloud Module
	Oracle Recruiting Cloud
Recruiting	Recruiting
Onboarding	Onboarding
	Oracle Human Capital Management
Core HR	Core Human Resources
Absence	Absence
Benefits	Benefits
Employee and Manager Self Service	Employee and Manager Self Service
	Oracle Talent Management and Workforce Compensation
Workforce Compensation	Workforce Compensation
Goals	Goals Management
Performance	Performance Management
	Oracle Cloud Payroll
Payroll	Cloud Payroll
	Oracle Learn Management
Learning Management	Learn

Table 1 Oracle HCM Cloud Modules

In addition to above modules, DeKalb will also be procuring Oracle PaaS tool (Oracle Cloud Infrastructure) subscription to provide the necessary middleware for inbound/outbound integrations, and Oracle Identity Cloud Service Module for security configurations.

2. Project Method and Approach

2.1 Project Methodology

This project will be delivered using Deloitte Consulting’s Momentum Methodology. Momentum is Deloitte Consulting’s cloud implementation methodology that brings an innovative approach that is designed to embrace ever-present change by adopting and adapting agile methods, mindsets, and amplifiers. Throughout the project, the focus will be on the employee and end-user experience. Agile will bring the system to DeKalb County early in the project, thru a series of prototypes in the form of Sprints. Sprints are time boxed events for the list of tasks/user stories to be completed within the defined timeframe

The Momentum methodology consists 3 stages:

1. **Imagine** for identifying the user stories and planning through Sprints
2. **Deliver** for designing, configuring and building through Sprints and then validating through testing cycles
3. **Run** for the post-implementation support and sustainment

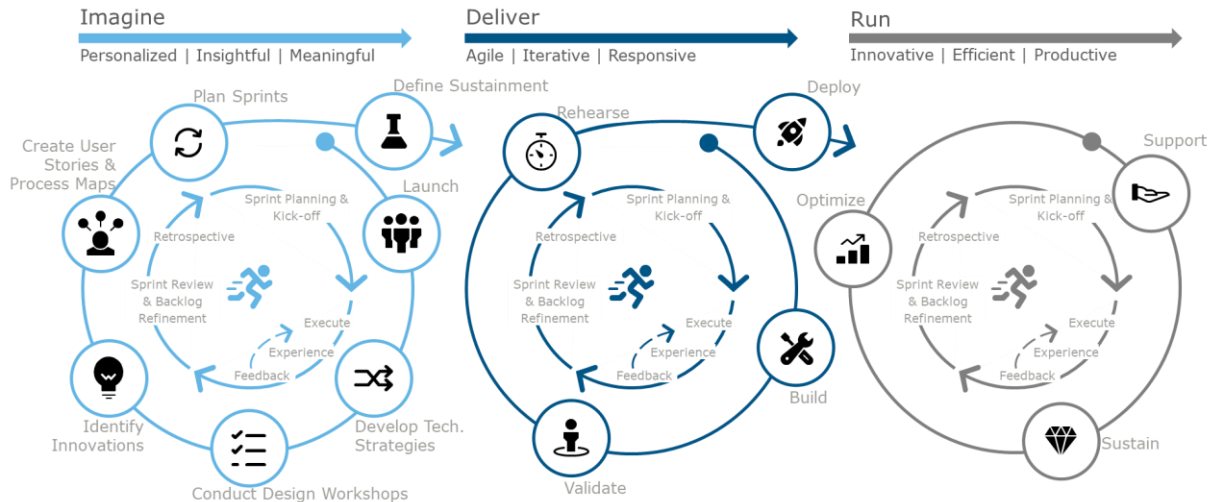


Figure 2.1-1 Momentum Methodology

Each stage has entrance and exit criteria, is iterative in its approach, and will have deliverables.

Stage 1 - Imagine

During the Imagine stage, the launch of the project is conducted. The work includes confirming the scope and approach, developing and implementing and resource plans, assessing current organizational, business, and technical environments, documenting business and functional requirements, creating strategy documents, and documenting and agreeing upon project governance and standards.

In addition, the future-state business process design workshops will be conducted with the objective of defining the integrated HR business process model for the enterprise. The project team will identify Personas, Moments that Matter, develop Journey Maps, gather business User Stories (inclusive of requirements) and document high-level gaps between User Stories and the Oracle HCM Cloud system functionality.

- **Personas** – Personas are documents that reflect the unique customer segments at your organization and bring them to life. Personas help us to apply human-centered design when making downstream design decisions.
- **Moments That Matter** – Moments that Matter are events that have a high impact on how a segment of our employee population experiences the workplace. For example, returning from work after leave or the receipt of an on-time and accurate paycheck. Moments that Matter are used to design user-centric solutions and help you to make design decisions that deliver on the unique needs and pain points of your employee personas.
- **Journey Maps** - Identify process and technology requirements based on each persona needs to take the steps on creating a differentiated experience. These serve as a first step into building out detailed process maps.

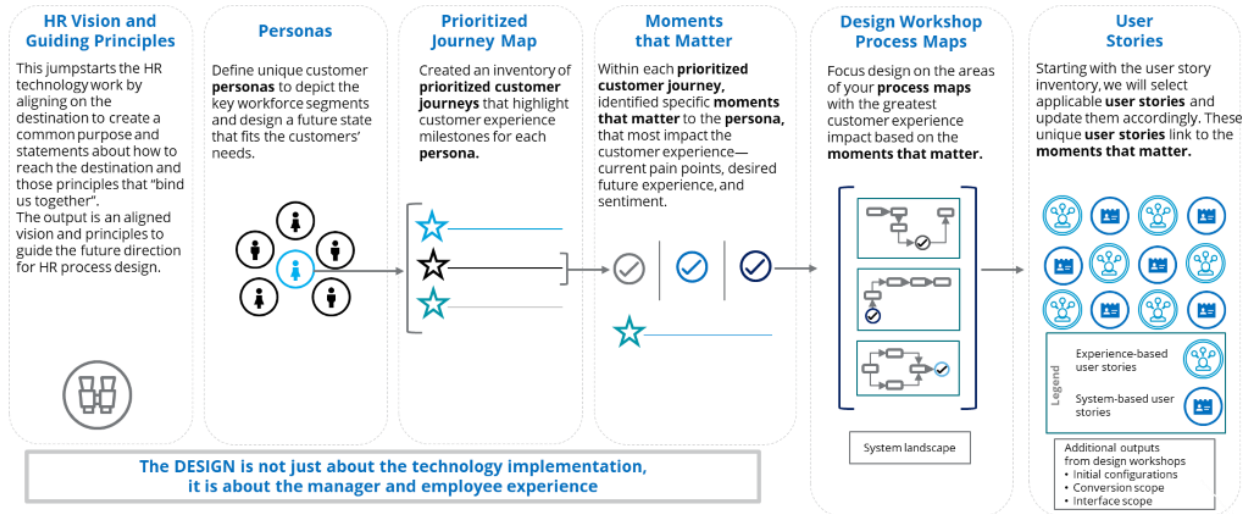


Figure 2.1-2 Imagine Stage

Stage 2 - Deliver

Delivering with agility is the key focus of the Deliver stage as this is where the scope and user experiences identified in Imagine are configured, built, validated, tested and delivered.

During Deliver, the team will develop iterative solutions in Sprints, which are time-boxed events where team will design, build and validate the tasks in the form of user stories. Each Sprint builds upon the previous Sprint, arriving at a total solution prior to testing. Progress of the Sprints are reported daily, and the status can be viewed in the reporting tools.

Sprint planning is a collaborative event resulting in the roadmap of the activities leading up to the System Integration Testing and User Acceptance Testing. Once the series of build Sprints has completed, the project will move into testing cycles. This will include:

- Unit Testing of Technical Objects (e.g., interfaces, reports, conversions, and fast formulas)
- System Integration Testing (SIT), including End-to-End Testing
- Payroll Reconciliation Testing (PRT)
- Rehearsal (Commonly known as User Acceptance Testing (UAT))
- Regression Testing of Quarterly Updates

Other tasks occurring during the Deliver stage are:

- Development of the cutover plan
- End-user training
- Go-live readiness assessment

The Rehearsal will involve preparing the execution of system and business activities for cutover, executing a dry run of the cutover plan, and conducting the final go/no-go evaluation. After Rehearsal, we move on to Cutover and execute against the Cutover Plan.

Stage 3 - Run

The Run stage is where the implementation transitions on to the business-as-usual mode of sustained support and maintenance. During this stage, the project transitions from the readiness activities of a pre-production environment to the use of the Oracle HCM Cloud system for supporting business processes. This stage starts with Go-Live followed by post-production support (Hypercare). Then the project transitions to allow DeKalb County to sustain, evolve, and optimize the solution with each Oracle HCM Cloud release.

2.2 Project Tools and Accelerators

Deloitte Consulting proposes the following tools to be used during this project. Deloitte Consulting will provide access to DeKalb County’s identified resources till the end of engagement.

Tool Name	Description
Project Management Center (PMC)	<ul style="list-style-type: none"> • Project management tool used to track project process, issues, actions, risks and decisions. • PMC is centrally hosted by Deloitte Consulting and accessible via the internet. Licenses are provided by Deloitte Consulting for the duration of this SOW. • PMC is delivered preconfigured with a standard set of reports in alignment with the Momentum method. • PMC is managed and maintained by Deloitte Consulting. • At the end of this SOW, PMC will no longer be available to the County.
ALM Octane	<p>An enterprise-wide tool used to plan, execute, and track agile and hybrid projects. Octane supports the following activities: release planning, sprint planning, execution and reporting. Octane supports each component of sprinting and testing life cycle including:</p> <ul style="list-style-type: none"> • Epics, Features, and User Story Management. • Requirements Management. • Test Management. • Defect Management.
Deloitte Online / Microsoft SharePoint	<ul style="list-style-type: none"> • Deloitte Online is a SharePoint-based tool that provides a secure workspace for project teams. • The SharePoint site will serve as the project collaboration and content repository for project documents. • Deloitte Online is available to project teams at no additional cost to DeKalb County. Documents stored in SharePoint are automatically version-controlled, and discussions about the correctness and completeness of the deliverable are tracked. • At the end of this SOW, the Deloitte Online SharePoint site will no longer be available to DeKalb County. • DeKalb County project documentation and content stored on the SharePoint site is extracted and provided to DeKalb County at the end of this SOW.
SWIFT Conversion Accelerator	<ul style="list-style-type: none"> • Swift can be hosted on Oracle Cloud PaaS (Platform as a Service) or on DeKalb County’s remote server/desktop. Deloitte Consulting will work with DeKalb County to install Swift using the appropriate technology on DeKalb County’s servers, hardware, and software configuration. • Swift is managed and maintained by Deloitte Consulting for the duration of this SOW.
Setup Extractor	<ul style="list-style-type: none"> • Setup Extractor automates extraction of HCM Cloud configuration and migration across multiple environments and provides ready to use configuration documentation that streamlines configuration management. The tool leverages Oracle delivered BI Publisher technology/ XML. • Setup Extractor is managed and maintained by Deloitte Consulting for the duration of this SOW.

Tool Name	Description
Cloud Explorer	<ul style="list-style-type: none"> Cloud Explorer tool is a desktop query solution with an intuitive graphical user interface (like SQL Developer or TOAD) to connect to the Oracle Cloud Database with ease. The tool leverages Oracle delivered BI Publisher technology/ XML. Deloitte will set up the access and will provide access to identified DeKalb resources.
CompareEdge Payroll Reconciliation Testing Tool	<ul style="list-style-type: none"> Provides automated comparison of legacy and HCM Cloud payrolls to expedite root cause analysis, issue resolution, and communication to Identified stakeholders/ employees. The tool determines issues which allows project resources to focus on root cause analysis and stakeholder communication. Payroll Reconciliation Testing Tool is managed and maintained by Deloitte Consulting. At the end of this SOW, Payroll Reconciliation Testing Tool will no longer be available to DeKalb County.
OSAM (Oracle Security Administration Manager)	<ul style="list-style-type: none"> The proprietary tool used by our application security team members to perform security admin activities like user access provisioning, password reset etc. OSAM accelerates the build of roles with the help of RPAs. OSAM performs preliminary SOD analysis during design without having to configure roles in the system.
Predesigned Oracle Security Baselines	<ul style="list-style-type: none"> Accelerates the security design process, leveraging tested designs that have been used in similar implementations. Reduces the risk of future access control issues.
DCuT (Deloitte Cutover Tool)	<ul style="list-style-type: none"> A proprietary excel based tool that automates communication and tracking of cutover tasks among project teams. Resources are notified of the readiness of their cutover activities real-time and are able to update task status via email. Provides PMO real time insight into cutover progress and ability track and forecast activities.

Table 2.2 Project Tools

3. Scope of Services

Services consist of assistance with the following stages laid out in section 2

- Imagine
- Deliver
- Run

3.1 Organizational Scope

The table below contains the organizational scope of DeKalb County’s operations that are included in the Services.

Legal Entity	Country	Users
DeKalb County Employees	United States	6,200
DeKalb County Retirees	United States	5,082

Table 3.1 Organizational Scope

Exact user counts (including the contingent or part time workforce) will be determined during the imagine stage.

3.2 Business Process Scope

The following sets forth the business processes that are included in the Services. The detailed business process scope is listed below.

Process groups	Processes	Description	Primary Oracle Cloud Module(s)
HR: Manage Work-structures	Manage Organizations, Jobs, Positions, Locations and Grades	<p>Manage the activities required to establish and maintain the organizational structure. Identify jobs and positions. Review positions on a periodic basis to manage validity and consistency, identify positions to be added, deleted, or consolidated.</p> <ul style="list-style-type: none"> Establish and maintain organization design Identify jobs and job descriptions Identify positions and position descriptions Analyze and evaluate jobs/positions Establish and define grades/ladders <p>Define locations</p>	Oracle Human Capital Management
HR: Recruitment	Manage Recruitment	<p>Manage current and future openings by applying the processes, systems, and controls that confirm appropriate selection of staff.</p> <p>Develop and implement processes, systems and controls to confirm appropriate recruiting, selection, hiring and placement of staff.</p> <p>Manage current and future position openings through effective processes in identifying qualified candidates.</p> <ul style="list-style-type: none"> Requisitions Post opening Track candidates Screen candidates Prepare rejection Select successful candidate Perform psychological profile/drug/background testing Prepare job offer Receive offer acceptance/rejection Monitor referral rewards Record and requests DeKalb County's "assets" and access for new employee Re-deploy employee 	Oracle Recruiting Cloud
HR: Manage On-Boarding	On-Boarding	<p>Manage and Monitor the onboarding process and reduce bottlenecks to ensure new hires have everything they need on their first day.</p> <ul style="list-style-type: none"> Collect Kronos data <p>Automate all on-boarding tasks per the configuration workbook</p>	Oracle Recruiting Cloud

Process groups	Processes	Description	Primary Oracle Cloud Module(s)
HR: Manage Hire	Manage Hire	<ul style="list-style-type: none"> Manage the new hire process for employees within the organization. Document employee data (related to the hire process) Create new "full and complete" hire record Enroll new hire in benefits Manage tax documentation Other transactions like – promotions, transfer, etc. 	Oracle Human Capital Management
HR: Perform Employee Data Administration	Employee, Contingent Worker, and Contractor Data Management	<p>Manage employee promotions, transfers and status changes. Document changes relating to the employee: personal data, employment, and job. Must include Sworn requirements.</p> <ul style="list-style-type: none"> Review and approve employee job/position/employment data changes Process employee personal data changes Process job/employment data changes Status changes 	Oracle Human Capital Management
HR: Manage Compensation	Manage Compensation	<p>Manage compensation structure, programs and plans.</p> <ul style="list-style-type: none"> Jobs, grades and salary components Employee salary data changes Compensation programs and plans such as incentive compensation and bonus plans Individual compensation plans Components of pay Workflow approvals Administer salary verification requests Total rewards statement 	Oracle Talent Management & Workforce Compensation

Process groups	Processes	Description	Primary Oracle Cloud Module(s)
HR: Manage Benefits	Manage Benefits	<p>Manage benefits programs and plans. Manage eligibility and communicate changes to employees with qualifying events. Record employee election changes and pass information to vendors.</p> <ul style="list-style-type: none"> • Receive life event • Manage open enrollment event for employee, survivor, and retirees • Notification/open enrollment • Forward pension enrollment to pension administrator • Forward savings plan enrollment to savings plan provider • Interfaces from/to vendors • Request event documentation • Determine benefit eligibility • Generate benefit plan offerings • Document employee elections • Family status changes • Employee self-service • Request appropriate evidence of insurability documentation • Receive appropriate evidence • Provide confirmation of elections to employees • Provide employee benefit elections data to provider • Receive invoice from provider and verify accuracy • Make payment request for provider 	Oracle Human Capital Management
HR: Manage Absence	Absence Management	<p>Manage absence eligibility and communicate changes to employees. Record employee work schedule and accrual changes and pass information to time keeping application (e.g. Kronos)</p> <ul style="list-style-type: none"> • Assign absence plan based on eligibility • Derive accruals based on length of service, worked hours, compensation • Record absence certification • Maintain absence categories, reasons, types, balances etc. • Manage the request and approval process <p>Automate all manual "absence" processes, e.g. FMLA, Paid "Maternity / Paternity", Military leaves, etc.</p>	Oracle Human Capital Management

Process groups	Processes	Description	Primary Oracle Cloud Module(s)
HR: Manage Payroll	Payroll	Manage collection of relevant payroll data and ensure that the organization pays its employees correctly and promptly based on compensation and benefit policies and practice. <ul style="list-style-type: none"> • Create and maintain employee master data record • Receive and process time and labor distribution information from Kronos • Send Payroll costs to projects and grants • Schedule payroll operations • Coordinate payroll with appropriate institutions • Collect expense related data • Consolidate pay period data • Process payment data • Process benefit information • Process rewards information • Process employee expenses • Process other payroll related data • Review garnishment order and calculate employee payroll deduction • Collect garnishment from employee pay check • Receive payroll inquiry • Investigate payroll inquiry • Communicate results to employees • Transmit data to service provider • Receive payroll information from provider • Receive confirmation of pay from service provider • Receive and distribute pay • Calculate and process gross pay • Process deductions and premiums • Process net pay • Process final pay • Reconcile net pay • Produce and distribute pay • Update accrued leave balances • Reconcile pay period output • Receive payroll and audit reports • Produce and review payroll audit and reports • Post payroll to general ledger • Perform tax updates • Clear year-end accumulators and balances • Produce/reconcile year-end reports • Receive/reconcile year-end reports 	Oracle Cloud Payroll
PM: Manage Performance	Manage Goals & Performance	Manage performance management <ul style="list-style-type: none"> • Manage the annual goal setting process and include ongoing updates • Manage annual and mid-year performance cycles • Manage performance documents • Workflow approvals Integration with talent profiles	Oracle Talent Management & Workforce Compensation

Process groups	Processes	Description	Primary Oracle Cloud Module(s)
LM: Manage Learning	Manage Learning	Manage learning processes <ul style="list-style-type: none"> Content and course catalog conversion Administration of users Administration of enrollments Integration with third party content providers Workflow approvals Learning specializations Administer resources Admin dashboard User learning history conversion	Oracle Learn Management
PM: Manage Profiles	Manage Talent Profiles	Manage talent profiles and integration with all talent modules, which includes job and person profiles. <ul style="list-style-type: none"> Performance management Talent reviews 	Oracle Talent Management & Workforce Compensation
HR: Manage Employee Separation	Voluntary and Involuntary separations	Manage voluntary and involuntary employee separations, provide counseling, perform exiting activities and record separation data. <ul style="list-style-type: none"> Employee resignation submission Receive separation notice Initiate involuntary separation Initiate voluntary separation Record and process employee separation information Collect company property & close all pending tasks Perform exit interview Track/monitor post-separation benefits (Cobra, vacation and maybe comp time payouts) Pension Retirement Mechanism to provide items that are collected from employee. Provide proof assets were collected Calculate final pay Perform final pay	Oracle Human Capital Management

Table 3.2 Business Process Scope

3.3 Oracle Application Scope

Moving to a software as a service (aka “cloud”) solution is about moving to an adoption mindset. In the design sprints, we will promote adoption of standard application functionality in lieu of customizations. Deloitte Consulting will work with DeKalb County to assess the existing business processes, configurations and customizations and will provide recommendations that would help, simplify and automate the overall cloud solution while meeting business requirements.

The existing PeopleSoft “Select Customizations” noted in DeKalb County’s RFP will be analyzed during the Imagine stage. These existing customizations will be grouped and aligned with existing business processes in preparation for design sessions.

From the design sessions:

- Existing customizations may drive decisions regarding configuration design of the Oracle HCM Cloud system
- Existing customizations may be eliminated with a policy or process change, or with application standard functionality

Based on the RFP, Deloitte Consulting proposes the following Oracle Application scope that will be needed (in addition to integrations) in order to support the scope of services described in this SOW. The below list will be finalized during the imagine and deliver stage.

- Oracle Human Capital Management
 - Core HR
 - Absence Management
 - Benefits
- Oracle Cloud Payroll
- Oracle Recruiting Cloud
- Oracle Learn Management
- Oracle Talent Management and Workforce Compensation
 - Workforce Compensation
 - Goal Management
 - Performance Management
- Oracle Cloud Infrastructure
- Oracle Identity Management Service

Additional Non – Oracle Products

Deloitte Consulting will work with DeKalb County to build and test necessary integrations between Kronos Timekeeping and Oracle HCM Cloud (HR and Payroll). DeKalb County will be responsible for engaging Kronos, configuring the product to meet the requirements for the solution. Solution details will be provided during the Deliver stage.

Deloitte Consulting will work with DeKalb County and ADP to build the integration between Payroll and ADP for tax reporting purposes. DeKalb County will be responsible for engaging ADP and signing a contract to perform tax reporting services.

Deloitte Consulting will work with DeKalb County and all business partners i.e. benefits providers to build and test interfaces, some of which will be bi-directional between HCM and the providers application to send and receive employee and or retiree benefits data. DeKalb County will be responsible for engaging the benefits providers.

DeKalb County will proactively assess impact of any third-party applications (Kronos/ ADP/ EBS) such as upgrades/ product release etc. in advance and let Deloitte Consulting team know during imagine stage for better planning of the project schedule from the technical perspective.

3.4 Software Development Scope

The following table lists the software development objects that are included in the Services.

Object Type	Complexity			Total
	Low	Medium	High	
Fast Formulas	20	40	20	80
Interfaces	23	18	5	46
Reports	15	25	10	50
Totals	56	78	34	176

Table 3.4 Software Development Scope

3.4.1 Fast Formulas in Oracle HCM Cloud

Fast Formulas are configurable code units that are used in Oracle HCM Cloud to incorporate custom business logic to the application functioning as eligibility rules in Benefits or Compensation, absence accrual calculations in the Absence Management, or custom Payroll calculations. In addition to the integration, conversion, and reporting activities, Fast Formulas will need to be developed to support additional functionality in the application. The use of Fast Formulas will be critical across the module suite particularly in Benefits, Compensation, Absence Management and Payroll. Based on our experience for an implementation of this size, we have estimated 80 Fast Formulas for this project.

3.4.2 Interface Scope

During Imagine stage, Deloitte Consulting will prepare an integration strategy document to provide an approach and details of data exchange to DeKalb County’s Vendors and to DeKalb County’s internal systems. Simple interfaces that do not require data transformation, defaulting, or other in-transit mapping/manipulation can likely be processed via standard Oracle SaaS tools. However, more complex integrations (logic required to reformat files, perform complex validations, or translate complex data mappings) may require an ETL tool or an Oracle PaaS tool (Oracle Cloud Infrastructure) to be in place prior to commencing the project in order to facilitate file movement/delivery and/or transformation. DeKalb County will be responsible for procuring the licenses for OCI prior to development of integrations by Deloitte Consulting.

A more detailed review of DeKalb County requirements will take place in the Imagine stage. Below is the list of current integrations. Any change to this listing and/or the choice of integration toolset may require additional effort and would need to be processed via a Change Order described in Appendix 4 of this SOW.

No	Interface Name
1.	ADP WGPS Lien upload process
2.	ADP-ACA Extract
3.	ADP Employment Verification - ADP Working Number
4.	ADP Unemployment Interface
5.	ADP WGPS Disbursement extract - ADP Garnishment
6.	ProBusiness Periodic Extract - ADP Periodic
7.	ProBusiness Quarterly Extract - ADP Quarterly

No	Interface Name
8.	Aflac - PeopleSoft Interface
9.	PeopleSoft - Aflac Interface
10.	Legal Insurance Interface
11.	Pre-employment Physical Examinations
12.	Voluntary Data Sharing Agreement with Conduent and CMS - Active Emps/ Retirees
13.	ERS Reporting - Employee Retirement System
14.	Expression (ID Badge) Employee Photo Extract
15.	Expression (ID Badge System) Emp Data Update
16.	Expression (IDBadge) PeopleSoft Full File
17.	Police Background Services
18.	Background Investigations
19.	Paycheck Data Report
20.	Training Chargeback to Oracle EBS
21.	Refresh DKC Oracle Table - PS employment data to Oracle EBS
22.	General Ledger Payroll Interface*
23.	Kronos interface for Employee Hours and PTA information
24.	Compute EE Leave Balances
25.	Kronos interface for demographic data
26.	Kronos interface for work structures data
27.	457-Nationwide- Inbound
28.	Nationwide 401a
29.	Nationwide 401a employee demographic
30.	457b Deferred Compensation
31.	457B Generate Census file
32.	OBIA-Employee Leave Analytics to Oracle EBS
33.	Hyperion - Oracle Public Sector Budgeting
34.	Credit Union Interface
35.	Purchasing Power Deduction File
36.	Purchasing Power Remittance File
37.	Purchasing Power Eligibility File
38.	Sworn Officers - Whole Life Insurance
39.	Pension Valuation Reports - Segal
40.	Sheriff Monthly Report
41.	Virgin Pulse Wellness Program
42.	Checks Issues
43.	I-9 Integrations
44.	HCM to AD
45.	Pension demographic interface to future Pension System
46.	Pension payroll interface from future Pension System

Table 2.6.2 Interface List

*Deloitte Consulting will assist DeKalb in development, but DeKalb will be responsible for testing the GL data and reconciling the accounts.

Note - DeKalb County is responsible for development and testing of any "legacy" system integrations as a result of moving to Oracle Cloud.

3.4.3 Reporting Scope

During Imagine, we will work with DeKalb County to create a reporting strategy to meet your reporting requirements. Instead of re-creating existing reports, Deloitte Consulting will identify the reports most appropriate to meet DeKalb County’s operational needs and carry out a ‘Reports Rationalization’ exercise to determine what reporting needs can be addressed with delivered dashboards and BI Publisher reports.

Based upon DeKalb County’s reporting complexity, size and scope, we assume there will be opportunities to eliminate unneeded or underutilized reports, combine reports where possible, and eliminate reports in favor of online queries, standard out of box reports and/or work queues.

The below graphic represents our reporting approach, the types of reports the team will focus on during the project, and tools/modules available.

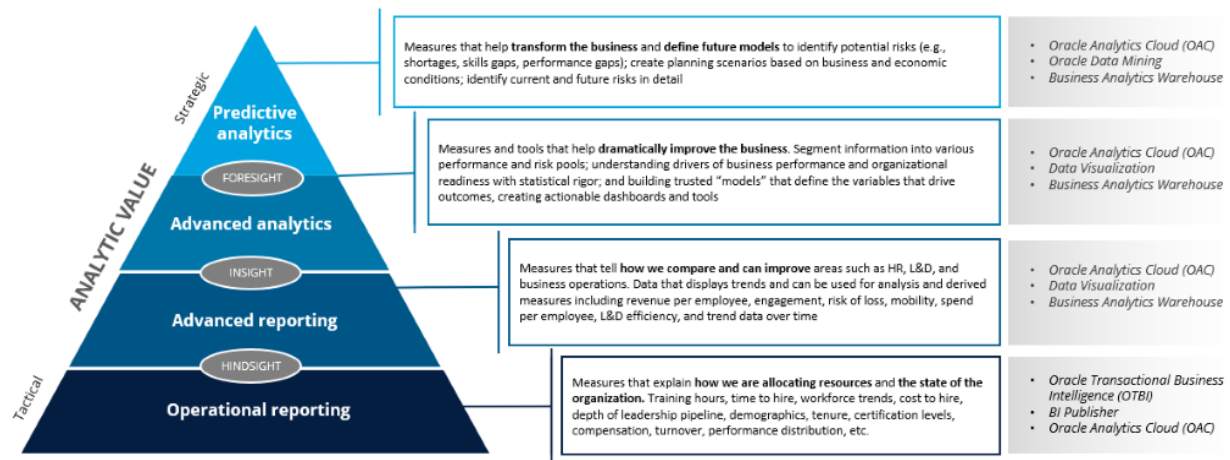


Figure 3.4.3 Reporting Strategy

*Oracle Analytics Cloud (OAC) is out of scope for this SOW.

Deloitte Consulting will work with DeKalb County to determine the tools the project will use for report delivery. Oracle Cloud provides the following different tools for reporting purposes and every effort will be made to utilize these delivered tools to get the desired information before developing a custom report:

Tool Name	Definition
BI Publisher	Reporting tool allowing user to define data model using SQL queries and other sources
Oracle Transactional Business Intelligence (OTBI)	Reporting tool that allows the Admins and Analysts to create their own custom views by Drag-Drop.
HCM Extracts	Tool for Interfaces and Reporting that allows Users to use the delivered Database items and automatically creates database queries behind the scene

Table 3.4.3 Reporting Tools

The reporting scope of services as per this proposal includes up to 50 custom reports (BI) to be developed within Oracle.

3.4.4 Conversion Scope

Data conversion in Oracle Cloud implementations is iterative, with progressively lower error levels following each round of conversion. Automated validation routines enable quality reporting following each conversion. In collaboration with Dekalb County, we will document the detailed conversion steps and use SWIFT, our proprietary data conversion tool, described in detail in our tools and accelerators section.

DeKalb County will be responsible for all technical development, coding, and technical documentation related to mappings and/or derivations to bring legacy data into a format compliant with standard Oracle Cloud upload templates. Timing of data will be based on conversion cycles defined in the detailed project plan.

Deloitte Consulting will work with DeKalb County to identify data cleansing needs and define an approach as part of the data conversion strategy. The level of effort to cleanse data can vary widely depending on the quality of the data, source applications, and final conversion decisions. DeKalb County will be responsible for correcting any records in legacy systems.

Deloitte Consulting will assist DeKalb County to identify any manual conversions that will be required as part of conversion strategy. DeKalb County will be responsible for any manual conversions execution on Oracle Cloud for e.g. Open recruiting requisitions. DeKalb County will be responsible for all data quality (either prior to conversion or following conversion to Oracle Cloud), manual conversions, conversion rules, and post conversion validation of the data.

In the event conversion scope changes from the following based on Dekalb County’s decision, Deloitte Consulting will assess the impact to the project timeline, resources, pricing, etc., and process this via a Change Order described in Appendix 4 of this SOW.

Below is the listed scope for conversion by data objects:

#	Function	Conversion Description	Criteria for Conversion
1.	Benefits	Current Benefits Enrollment	Current year elections for all active employees, retirees, and survivors
2.	Benefits	Historical Benefits Enrollment	3 years historical benefit enrollment data as document of record (PDF)
3.	Benefits	All contacts, dependents, beneficiaries, retirees, and survivors elections	Current year enrollments
4.	Absence	Leave	Current leave accrual balances
5.	Core-HR	Locations	All records, Active + 7 Years history
6.	Core-HR	Jobs	Active + 7 years history (including job family and job functions)
7.	Core-HR	Position	Current year (For historical data, rows for employees job, location, department combinations will be converted)
8.	Core-HR	Grades	Active + 7 years history
9.	Core-HR	Grade Rates	Active + 7 years history
10.	Core-HR	Departments	Active + 7 years history

#	Function	Conversion Description	Criteria for Conversion
11.	Core-HR	Person	All active employees, active retirees, terminated employees (7 years)
12.	Core-HR	Work Relationships/Assignments	Active + 7 years history
13.	Core-HR	Employment History	All current and historical employment details
14.	Core-HR	Person Address	All current address information
15.	Core-HR	Contacts	All historical and current contact information
16.	Core-HR	EIT	All EIT for example 520, FOC, position funding
17.	Core-HR	Person Assignment	All current employee records and information associated to it (assignment changes, promotions, leave etc. including secondary assignment) assignment history (7 Years)
18.	Core-HR	Salary	Salary history for all converted employees and ex- employees will be converted
19.	Learning	Training course name and training class dates	Current plus one (1) prior year – all course / class history
20.	Payroll	Payroll Relationships	Payroll relationship for every employee and ex-employee that has been converted
21.	Payroll	Involuntary Deductions	Data will be provided by DeKalb County (active records only)
22.	Payroll	Element Entries	Current and active payroll entries (earnings, deductions) for an active employee
23.	Payroll	Personal Payment Methods	Current and active payment methods
24.	Payroll	Tax Cards	Current and active tax cards (W4)
25.	Payroll	External Banks, Branches	Data will be provided by DeKalb County
26.	Payroll	Payroll Balances (MTD, QTD, YTD)	Current year balances
27.	Payroll	Third Party Vendor Payment Method	Data will be provided by DeKalb County
28.	Payroll	Third Party Vendor	Data will be provided by DeKalb County
29.	Payroll	Pay slips	Current plus 3 years of Pay slips imported as document of records
30.	Payroll	W2s	Current plus 3 years of W2 forms imported as document of records
31.	Performance	Performance Ratings	Current Active Goals/objectives + 5 years performance ratings for all active employees
32.	Recruiting	Recruit / on-board	All current open requisitions and associated candidate applications
33.	Learn	Learn Courses	Current plus one (1) prior year – all course / class history

Table 3.4.4 Conversion Scope

3.5 Technical Environments

DeKalb County will procure the necessary licenses directly from Oracle. Oracle will provision DeKalb County with necessary number of environments (PODS) with the current upgraded version/release. It is recommended that the project provision four (4) non-production Oracle Cloud PODS in addition to the production Oracle Cloud environment as outlined in the table below:

POD	Name	Project Use
Production / Gold Configuration	PROD	This environment will be used to maintain the system configuration throughout the project and be the source of production to test copies (P-To-T). At go-live this will become DeKalb County’s production instance.
Development	DEV	Used for coding reports and interfaces
Conversion	CONV	Conversion environment used by Deloitte Consulting for running conversions into and performing validations of converted data
Test	TST	Used as the main test environment for system integration testing, Payroll Reconciliation testing and user acceptance testing
Functional	FUN	Used for performing functional prototyping / Configuring Proof of Concepts (POC)

Table 2.7 Technical Environments

Appropriate sizing of each POD will be DeKalb County’s responsibility and should be determined using the Software vendor’s sizing methods and tools.

3.6 Testing Approach and Scope

Our disciplined testing approach allows you to confirm that the Oracle HCM Cloud solution meets DeKalb County’s user stories/business requirements as documented during the Imagine stage. Apart from the testing and validation of user stories, the different tests we will conduct in the Deliver Stage include:

- Unit Testing of Technical Objects
- System Integration Testing (including End-to-End Testing)
- Rehearsal/Cutover
- Payroll Reconciliation Testing
- Regression Testing of Quarterly Updates

Our comprehensive testing approach is detailed below:

Unit Testing of Technical Objects

Unit testing confirms the technical object (e.g., interfaces, reports, conversions, and fast formulas) was developed in accordance with the business logic contained within the Lean Specification (Functional and Technical document for Reports, Interfaces, Conversion). Validation within the Sprints commences when User Stories meet the Definition of Ready after the code is developed. The main objectives of unit testing are to:

- Confirm that the technical object meets the requirements detailed in the Lean Specification
- Verify dependent configuration is completed
- Verify that users have access to the data and functionality produced in the technical object appropriate to their role
- If applicable, verify receiving system can accept data file

System Integration Testing (SIT)

SIT testing will be a subset of full testing. In addition to validating end-to-end business processes and upstream/downstream interface files, the communications channels between DeKalb County's Oracle Cloud solution and peripheral systems, both internal and external, will also be tested using production-size data volumes. SIT combines the following areas wrapped into end-to-end scenarios:

- Transactions
- Approval Workflows
- Fast Formulas
- Reports
- Integrations to/from Boundary Applications
- Integrations to/from 3rd Party Vendors
- Application Security Roles
- Personalization

Deloitte Consulting will work with DeKalb County team members to develop mutually agreed-upon test entry criteria and exit criteria to form the basis of test acceptance sign-off procedures. Entry criteria are defined to help determine readiness for a test phase. Defect categories and severity serve as the basis of test reporting and the criteria for exiting test cycles. Exit criteria are validated against the desired results of each test cycle. The exit criteria define the acceptable test case percentage completion and category/severity of defects unresolved for each cycle. It is possible that exit criteria will differ for each test cycle. Deloitte Consulting will be responsible for creating test cases (with inputs provided by DeKalb County) for all testing cycles. Additional details will be defined under a Test Strategy deliverable document created in Deliver stage

Our approach includes two System Integration Test cycles to evaluate the application's ability to meet incremental system complexity. Each cycle tests a set of business scenarios, beginning with common scenarios, and progressing to less common. Two test cycles allow you to confirm that defect fixes made in the first iteration are resolved and do not negatively affect other scenarios or subsequent iteration.

Payroll Reconciliation Testing

The top priority in payroll implementations is to pay employees and retirees accurately and timely. To this, Deloitte Consulting has a comprehensive payroll conversion and testing approach integrated into our Momentum methodology.

We will be using our CompareEdge Payroll Reconciliation Tool (a Deloitte Consulting propriety tool) which helps accelerate the comparison and reconciliation of detailed payroll results. It is designed to work with PeopleSoft and is flexible enough to be used on the most complex payroll implementations. Our approach calls for three cycles of payroll reconciliation testing to validate and compare the outputs of DeKalb County' current PeopleSoft payroll to Oracle Cloud payroll. Deloitte Consulting's payroll reconciliation testing and validation process covers the following:

- Simulate to-be payroll processing
- Validate to-be payroll processes and task execution
- Perform detailed, employee-level reconciliation of Oracle Cloud payroll results compared to PeopleSoft payroll results for identical pay periods

- Obtain a reasonable level of confirmation the new Oracle Cloud payroll system will provide similar results or explainable payroll calculation differences from PeopleSoft payroll process (e.g., gross to net)
- Perform an end-to-end test of the payroll process including inbound integrations, delivered/developed reports, and outbound interfaces including ACH, positive pay, check print and General Ledger
- Evaluate system variances and future impacts to employees and develop finalized communication plans in alignment with leadership team
- Confirm systems, organization, and vendors are ready to begin the final preparation activities associated with cutover
- Provide data to support go/no-go decision to Oracle Cloud system

Our detailed execution approach is detailed below:

Approach	Description
Prepare Environment Collateral	<ul style="list-style-type: none"> • Perform PeopleSoft database backups for conversion • Develop extract programs and create PeopleSoft payroll results for reconciliation use • Assemble manual conversion/data conversion/file upload detail; archive inbound interface files • Complete outstanding configurations • Migrate outstanding configurations • Migrate technical objects
Data Conversion	<ul style="list-style-type: none"> • Perform conversions from backups • Validate conversion; document defects • Complete manual conversions • Update Parallel Exclusion List with outstanding conversion defects
Replicate Payroll Inputs	<ul style="list-style-type: none"> • Process inbound interfaces • Key/upload additional pay components not included in conversion data and/or time interfaces • Perform mock conversions between cycles to keep employee master data in sync to support testing • Identify and document errors • Update Parallel Exclusion list with outstanding conversion defects
Calculate Payroll and Reconcile	<ul style="list-style-type: none"> • Process payroll calculations in Oracle HCM Cloud • Compare results of Oracle HCM Cloud and PeopleSoft payrolls utilizing Deloitte’s CompareEdge Parallel Reconciliation Testing Tool • Identify differences and root cause • Make appropriate configuration and/or employee data changes as necessary • Re-run payroll calculations and validate results (iterative process)
Document and Evaluate Status	<ul style="list-style-type: none"> • Update configurations in production and applicable testing/stage environments • Document reconciliation results including variances, root causes, and action items • Evaluate overall results and determine exit criteria have been met • Review results with key stakeholders; approve exit of test cycle

Table 3.6-1 Payroll Reconciliation Testing

Rehearsal/Cutover

We perform Rehearsal/Cutover Testing as the DeKalb County team prepares the Oracle HCM Cloud solution for deployment. This activity focuses on simulating the tasks needed to cutover to the Oracle HCM Cloud system, including the tools used at Go-Live. We will conduct a final mock conversion with actual data volumes and data extracts to simulate Go-Live, which also allows us to plan for and calibrate the sequence and timing of cutover activities and confirm required commitment of resources.

Regression Testing of Quarterly Releases

The nature of cloud enables regular upgrades, enhancements, and bug fixes. Oracle delivers these releases quarterly. Upon each Oracle Cloud release, DeKalb County team members, supported by Deloitte, will conduct a regression test to validate the new release of the software. The user stories will be strung together to comprise key business scenarios to support the regression test.

Number of Testing Cycles

The table below defines the scope of testing cycles for the project. Activities listed below may be executed concurrently.

Test type	# of cycles	# of weeks per cycle	Data
Unit	N/A	N/A	Configurations, interfaces, reports and fast formulas built with accompanying documentation for each sprint
System Integration Testing (SIT)	2	6	Converted production data
User Acceptance Testing (UAT)/Rehearsal	1	4	Converted production data
Payroll Reconciliation Testing (PRT)	3	2	Converted production data
Quarterly Regression Testing	N/A	N/A	Converted production data

Table 3.6-2 Testing Scope

3.7 Application Security Scope

The following is the application security scope of Deloitte Consulting services. DeKalb County will provide detailed requirements for these areas. Deloitte Consulting will assist with the implementation of such requirements as described in this SOW.

The scope of application security services is limited to the following:

Application Security Scope	Description	Number
Oracle HCM Cloud Application Security	Design Segregation of Duties (SOD) compliant application security for Oracle HCM Cloud in scope modules Gather and perform fit/gap analysis on the application functional & data	Design a maximum of 50 custom job roles and 70 custom data/abstract roles

	security requirements for the Oracle HCM Cloud modules in scope Design, build, unit test and deploy the agreed upon custom job roles and data/abstract roles Provide security support during System Integration testing cycle and user acceptance testing cycle	
Single Sign On (SSO)	Responsible for performing SSO configuration activities within Oracle HCM Cloud	N/A

Table 3.7 Application Security Scope

3.8 Organizational Change Management (OCM) Approach and Scope

Organizational change management in the Imagine stage focuses on an approach to design that concentrates on understanding people, their journeys, and the pivotal moments within those journeys so you can imagine and orchestrate friction-free experiences. Deloitte Consulting will work with DeKalb County’s Change Management Resources (CMR) and key stakeholders to outline the change imperative so there is alignment around the change being implemented. We will work together to establish an overall organizational change management strategy, or roadmap, for mobilizing and guiding DeKalb County’s organizational change management activities across each stage of the project life cycle.

3.8.1 Stakeholder Engagement and Involvement

The key to building support is getting people involved early and often. Involvement can take many forms – from interviews and focus groups to town halls, road shows, manager briefings, and participation in process design workshops, testing and training. Widespread involvement generally produces two key benefits. First, it provides the core team with access to the CMR’s full range of knowledge, skills, and experience. Second, it can give people a sense of personal ownership – making the project seem like something they are doing, instead of something being done to them. The result can be a broad base of the DeKalb County’s employees committed to driving the project forward.

In addition to leadership engagement and action planning, our approach focuses on involving DeKalb County’s stakeholders who will support the project team with implementation efforts such as subject matter experts, local super users, and change agents – as well as trainers – through an extended change network.

3.8.2 Engaging Subject Matter Experts

The DeKalb County’s project will require active participation of DeKalb County subject matter experts (SMEs) in the process design workshops. DeKalb County will be responsible to identify the SME’s at the project initiation stage. As the project transitions into the Deliver stage, we update the engagement plan to focus on specific responsibilities. Creation of a forum – led by DeKalb County team leads – to support two-way feedback and regular touch points with SMEs throughout the project life cycle helps to build momentum and commitment to the change initiatives.

3.8.3 Engaging Super Users

Super users participate actively in integration testing and serve as the first level of support for the new technology solution. In addition, many super users may serve as trainers or teaching assistants for other end-users. These individuals will require an in-depth understanding of the redesigned processes, the system and the potential implications for their respective workgroups and areas of expertise. As the project transitions from the Imagine to Deliver stage, we will work with DeKalb County's project leadership and business/functional leadership to develop and deploy a comprehensive super user program.

3.8.4 Engaging Change Agents

DeKalb County's implementation will require a high-level of collaboration across the organization, with the need for local ownership of the change process. In addition to active involvement from DeKalb County's SMEs and super users, the creation of local change agents who focus on facilitating – and locally deploying – the change management and communications activities within their respective business areas. The network typically includes well-respected managers and employees who have first-hand knowledge of the organization and its people and ready access to those that will be impacted by the changes.

Throughout the project life cycle, we will support the CMR in coordinating the activities of the change agent network through regular touch points and targeted action planning and monitoring. Supported by a consistent method, the change agent network serves as an extension of the core team and plays a critical role in creating ownership at the local level to sustain the changes post go-live.

3.8.5 Change Readiness and Adoption

The change readiness assessment focuses on a number of change dimensions which are proven indicators of readiness in major change initiatives. Findings from the change readiness assessment enable the CMR to identify potential risk and resistance areas (as well as enablers) and help to further inform the change initiatives, allowing the CMR to proactively target its efforts on the identified high-priority issues and concerns.

The change readiness assessment can be conducted through a survey, focus groups or workshops, with the participant population representing a cross-section of the various impacted stakeholder groups (across different levels, departments, functions, and locations). The assessment yields data that can be analyzed and segmented to identify where specific barriers exist.

3.8.6 Communications

Whether through email, websites, meetings, or social media, communication is essential to adoption. A targeted communications program keeps DeKalb County's executives, key business stakeholders, and impacted employees engaged throughout the project. Developing communications that are compelling, consistent, and frequent enough will be a significant challenge for the project team. Addressing this potential challenge requires a targeted, locally relevant, and measurable communications program – delivered through multiple channels and supported through the change agent network. We use a six-step approach to develop and deliver the right messages to the right audiences at the right time.

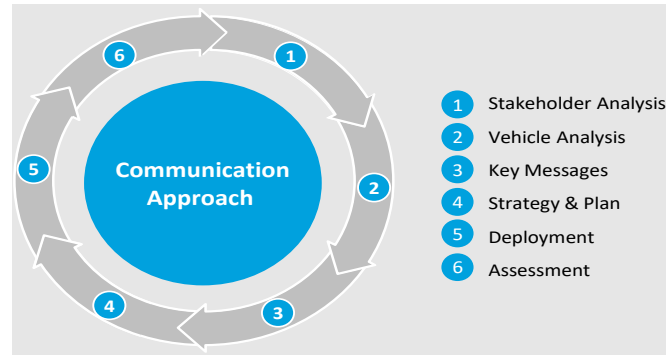


Figure 3.8.6 Communication Approach

In addition to DeKalb County’s internal stakeholders, the communications program must also consider the information needs of external stakeholder groups, such as constituents, suppliers, and partners. These external stakeholders can have a big impact on the final outcome. (General constituent communications, for example, might include an announcement (mailer) introducing the proposed changes, a quick reference guide, and FAQs. General supplier communications might include similar types of communications.)

3.8.7 Change Impact Assessment

The “capture” and assessment of change impacts provide critical input to, and help to inform, ongoing and future communications, training and transition activities. We will work with the CMR to establish an integrated approach to facilitate the capture of key change impacts during the process design workshops. Our approach focuses on capturing and assessing the level of the impacts in three key areas: process, people, and technology.

Deloitte Consulting will conduct a Change Readiness Assessment to determine stakeholder readiness for change. This will include conducting a survey to gauge stakeholder awareness and understanding at different points during program implementation. We will use a blend of qualitative and quantitative questions to see how stakeholder attitudes and perceptions change over time.

3.8.8 Role Mapping

Deloitte Consulting will assist DeKalb County in mapping business roles, which are defined as part of the business process design. The results will be used to align DeKalb County’s end-users to the end-user training curriculum and courses, based on their specific job roles. Incomplete, inaccurate, or untimely completion of role mapping activities poses risks for both system security access and training and ultimately, business readiness.

3.8.9 Training Strategy

Deloitte Consulting will assess DeKalb County’s training needs during Imagine stage to develop a training strategy. We will work directly with the DeKalb County Change Management lead to map out a training approach and timeline to support the needs of the DeKalb County project team and end-user community. Collaboration with DeKalb County is key in Imagine, and throughout the implementation, and will provide valuable lessons learned from other DeKalb County initiatives.

Training will focus on preparing a Train the Trainer approach so that individuals impacted by this implementation to execute work using the new business processes and systems. The End User Training Strategy provides focus and direction for the End User training initiatives. To create a training approach that meets DeKalb County’s specific needs, we will begin assessing internal / external training needs or gaps and change impacts during the initial project phase. We will refine the change impacts throughout the early phase to identify key requirements and constraints that will influence the overall design of the training plan, including training project scope, training team infrastructure, target audience demographics and learning needs, and training development and deployment requirements.

Through our continued collaboration, we will work with DeKalb County to tailor the specific training and document delivery based on the assessment. The following table highlights training assessment areas of focus:

Training Assessment Area of Focus				
Project Scope	Training and Team Infrastructure	Target Audience Demographics and Learning Needs	Program Design and Development Requirements	Program Deployment and Support Requirements
<ul style="list-style-type: none"> • Key strategic and process “change” message and sponsors • Business processes • Business units and functions/modules • Geographies 	<ul style="list-style-type: none"> • Organizational learning goals and objectives • Training technology (webcast, social media, MS, etc.) • Courseware standards and authoring tools • Physical infrastructure (facilities, classrooms, etc.) 	<ul style="list-style-type: none"> • Executives • Process owners • Business functions and site leaders • Super users • Managers • End Users • Vendors • Suppliers 	<ul style="list-style-type: none"> • Content needs (training, communication, documentation) • Delivery mechanisms and media • Reusable components • Business unit localization 	<ul style="list-style-type: none"> • Go Live readiness assessment • Content distribution • Content maintenance

Figure 3.8.9 Training Assessment Area of Focus

Review and validate existing and required training tools and the associated hardware and software needs

End User Training Courseware Development

End user training courseware will be based on functional areas with high user counts and the users are field based or in decentralized locations. Core system functionality will be learned through involvement with the program from Architect through Test and Train. No training delivery will be directly conducted by Deloitte Consulting for these areas. DeKalb County will be responsible for conducting the actual end user training as well as any additional training requested by the users. Deloitte Consulting will train DeKalb County trainers to prepare them for training facilitation.

Developing the End-User Curriculum

The curriculum identifies the courses to be developed and delivered including associated description, objectives, duration, delivery mode, pre-requisites and target audiences. In addition, a DeKalb County “course owner” for each course will be identified within the curriculum. The design and development of a curriculum that is relevant to the end-user’s specific job role and responsibilities, begins with an analysis of the business process design,

the related Oracle processes/transactions, and the associated business roles. In addition, it must consider the change impacts identified during the change impact assessment.

Developing the End-User Courseware

The end-user training approach and curriculum will establish the courseware development standards, review and sign-off processes.

Deloitte Consulting resources will need to work closely with the DeKalb County's core project team to define the curriculum and training content. The training content will be developed in Microsoft power point media to facilitate the trainings. The quality review process is critical to the success of the training development effort. DeKalb County's core (process) team members, as well as super users, will be involved in the review cycle. Participation from both core team members and super users will help confirm that the materials are appropriate for the intended audience and accurately reflect the business processes and system configuration.

Training Environment

To facilitate transfer of learning to the work environment, DeKalb County's end-users must be trained on a "view" of the Oracle Cloud systems that closely mirrors the production system. DeKalb County's system landscape will include a training environment to support hands-on training in addition to post-training practice. Designing, building and managing the training environment requires integrated planning and tight coordination across multiple disciplines and related activities to facilitate timely availability of the training environment, as well as a stable environment for end-user training.

Training Schedule and Logistics

A detailed end-user training schedule, developed during the Deliver stage, will guide the timing for delivery of training classes. Deloitte Consulting recommends just-in-time training, in which end-user training classes are scheduled as close to go-live as possible. Deloitte Consulting will work with the DeKalb County's core team to approve the training schedule and finalize the logistics of the training delivery.

3.9 Remote Access

The DeKalb County will provide Remote Access to all Project environments (excluding Production) to support Deloitte Consulting resources when working off-site, and to support offshore resources (if applicable). Remote Access is defined as the ability for Deloitte Consulting personnel to access any Project environment from any location not on-site at the Project via a standard issue Deloitte Consulting notebook computer. DeKalb County will allow remote connections into the Oracle Systems (and any other systems required by the Project) for Deloitte Consulting personnel, including those working off site, as required to meet Project requirements.

4. High-Level Estimated Timeline

Deloitte Consulting proposes a 'Big Bang' implementation approach. This engagement is estimated to take approximately 17 months with an anticipated project start in August 2020 and an estimated end date of December 2021. Any deviation to the agreed upon timeline may impact the scope of services and may invoke the change order process. Goals, Performance Management and Learn Management modules will be configured and tested as part of big bang, allowing DeKalb County the flexibility to turn it on after go-live.

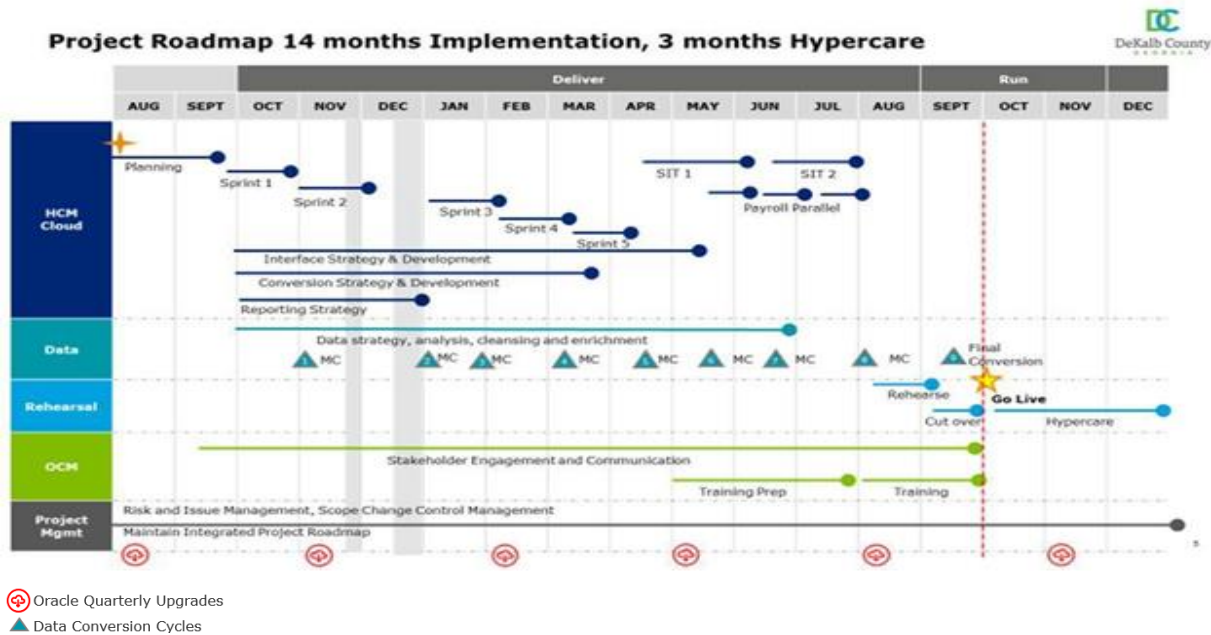


Figure 4 Project Roadmap

Deloitte Consulting believes the most important aspect for an effective transition is the stabilization of the business processing and technical operations which is the highest priority after implementation. To that end and as required by DeKalb County, Deloitte Consulting has included a ninety (90) day Hypercare support period after the implementation according to the project timeline. During Hypercare, the Deloitte Consulting team will work to address technical issues and support business users as they process day to day activities.

5. Project Organization Chart

To position DeKalb County for success, we will take a structured and rigorous approach designed to assist in moving the project forward successfully. We will begin the project by instituting a series of key meetings and reporting requirements designed to foster communications and provide governance and oversight.

The “project team” will consist of the following DeKalb County and Deloitte Consulting roles. Deloitte Consulting will manage overall execution of the project; defining the project management processes and tools that will be used throughout the duration of the project. The project management tools that will be used on this project are listed as part of this Statement of Work. The project management processes to be used will be defined in the Project Management Playbook (PMP), which is a deliverable of this project. Once reviewed and approved, the processes defined in the PMP will be implemented for the project, with the participation of Deloitte Consulting and the DeKalb County to enforce adherence to the processes as defined.

Project Organization Chart

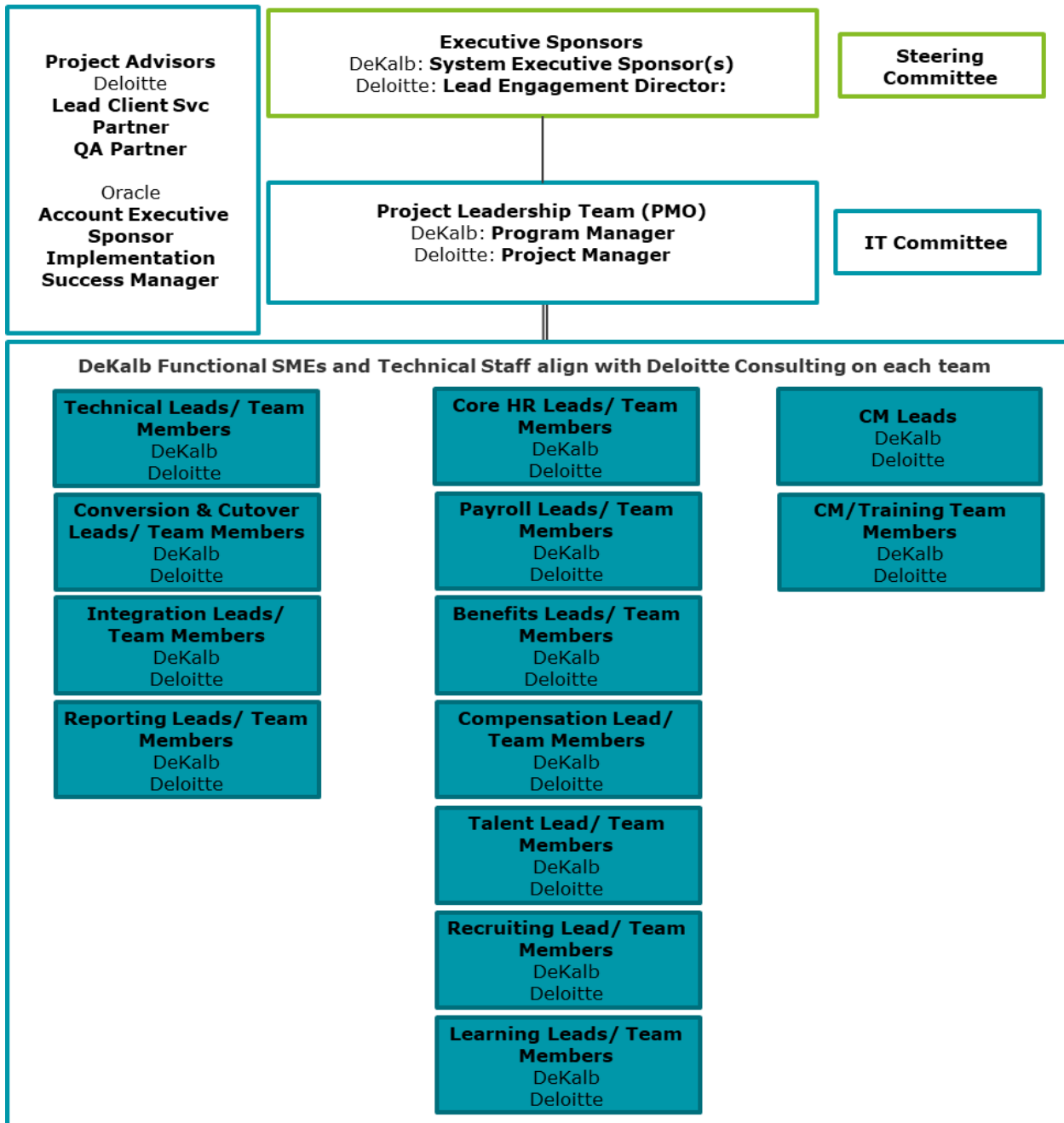


Figure 5 Project Organization Chart

Please refer to Appendix 1 for details on role definition and resource commitment needed from DeKalb County.

6. Deliverable Responsibility Matrix

The table below lists the Deliverables and Work Product for this project, with related ownership for each Deliverable. Deliverables for which Deloitte Consulting has “Primary” responsibility (as set forth below) are subject to the Deliverable Acceptance provisions of this proposal. Deliverables that are marked as Work Products are not subject to the Deliverable Acceptance provisions.

Responsibility definitions

- Primary: Responsible for executing the task and creating the resulting item.
- Secondary: Responsible for supporting the “Primary” role but is not responsible for developing the specific deliverable.
- Not Applicable: Party not responsible for executing the task or creating the resulting item.

All deliverables are subject to acceptance terms as defined in section 6.2 of this document.

6.1 Imagine Stage

Name	Deliverable /Work Product	Deliverable Description	Responsibility	
			Deloitte Consulting	DeKalb County
Project Management Playbook	Deliverable	The Project Management Playbook represents a vital project management document adapted during initial project planning. It is a comprehensive plan for how the project is organized, and how it will be executed, monitored, and controlled.	Primary	Secondary
Stakeholder Assessment	Deliverable	The Stakeholder Assessment identifies, gauges, and prioritizes DeKalb County stakeholder groups affected by the project.	Primary	Secondary
Communication Plan	Deliverable	The Communication Plan lists all key communications events that will occur over the project lifecycle, as well as the target audience, timing, delivery mechanism, key messages, and responsible parties.	Primary	Secondary
Technology Playbook	Deliverable	The Technology Playbook is adapted during the Imagine stage to outline approaches for Integrations, Conversions, Reporting, Extensions (if applicable), and Environments on the project.	Primary	Secondary
Work Plan	Deliverable	A plan that contains the schedule and resource assignments for the deliverables and activities of the project.	Primary	Secondary

Name	Deliverable /Work Product	Deliverable Description	Responsibility	
			Deloitte Consulting	DeKalb County
Project Kick-Off Presentation	Work product	Presentation, workshop, or certification to align project stakeholders and team members on the vision, goals, key activities and approaches for the project	Primary	Secondary
Journey Maps	Work Product	The set of critical path processes for a Persona that includes the Moments that Matter.	Primary	Secondary
Leader Alignment Plan	Work product	The Leader Alignment Plan defines specific activities that will promote appropriate DeKalb County leader alignment, commitment, involvement, and ownership to drive project success.	Not Applicable	Primary
User Stories	Deliverable	User Stories define the customer experience and system functionalities to be developed.	Primary	Secondary
Business Process Workbook	Work Product	This workbook includes business process taxonomy, process flows, process steps and triggers, process descriptions. This work product is initiated in the Imagine stage and completed in the Deliver stage.	Primary	Secondary
Configuration Workbook	Deliverable	This workbook includes client specific configuration values. This work product is initiated in the Imagine stage and completed in the Deliver stage.	Primary	Secondary
Knowledge Transfer Plan	Deliverable	This includes development of knowledge transfer plan to transfer knowledge from Deloitte Consulting resources to 1-2 DeKalb County leads per functional area (e.g., HR, Payroll, etc.).	Primary	Secondary
Change Agent / Super User Program Plan	Work Product	The Change Agent / Super User Program Plan outlines resource requirements, tasks / activities, and timing for the Change Agent / Super User Program to support DeKalb County end users.	Primary	Secondary

Table 6.1 Imagine Stage

6.2 Deliver Stage

Name	Deliverable /Work Product	Deliverable Description	Responsibility	
			Deloitte Consulting	DeKalb County
End User Training Strategy	Deliverable	Defines details of the project end user training program, including goals, scope, guiding principles, approach to and methods of training delivery, materials development and sign-off processes, roles and responsibilities, training timeline, document standards, training environment strategy, and evaluation process.	Primary	Secondary
End User Training Curriculum	Deliverable	A comprehensive list of courses, including a description, learning objectives, approximate duration, delivery method, target audience, and prerequisites for each course.	Primary	Secondary
Prototype Playbook	Work Product	This playbook defines the approach for themes, features, and user stories, captures the Definition of Ready and Done for user stories, identifies sprint and sprint management rules, and outlines the tools to support the Sprint activities.	Primary	Secondary
Detailed Sprint Plan	Work Product	A detailed plan that determines which user stories from the Product Backlog will be addressed in which sprint, and the corresponding sprint details, e.g. work assignment.	Primary	Secondary
Lean Specification	Deliverable	Lean Specs are captured for all customizations (Interfaces, Reports, Conversions, Fast Formulas, and Extensions). An object does not require this to be completed prior to code development. They are updated with functional and technical spec information as the objects are developed.	Primary	Secondary
Testing Playbook	Deliverable	The Testing Playbook is adapted to outline approaches for various tests, including Integration Test, Parallel Test (if applicable), Release Test, and Vendor Performance Test.	Primary	Secondary
Mock Conversion Results	Work product	The Mock Conversion Results capture the outcome of the mock conversion cycles.	Primary	Secondary
Test Scenarios and Plan	Work Product	Integration Test Scenarios string User Stories together to form the basis for Integration Testing. Assign resources and timing to the Integration Test Scenarios to create the Test Plan.	Primary	Secondary
Test Results	Work Product	The Integration Test Results capture the outcome of the Integration Test, including the Scenarios completed / not completed, pass / fail, defects	Primary	Secondary

Name	Deliverable / Work Product	Deliverable Description	Responsibility	
			Deloitte Consulting	DeKalb County
		resolved / not resolved, and related action plans.		
Deploy and Support Playbook	Work Product	The Deploy and Support Playbook is adapted to outline the approaches for Dress Rehearsal, Business Readiness, Cutover Execution, and Hypercare.	Primary	Secondary
Knowledge Transfer Plan Updates and Progress	Work Product	This will be used to track progress made on knowledge transfer execution from Deloitte Consulting resources to DeKalb County Leads	Joint	Joint
End User Training Materials	Deliverable	Instructor Led / Virtual Instructor Led PowerPoint decks, recorded simulations, and job aids.	Primary	Secondary
End User Training Schedule	Work Product	Defines the schedule of end user training classes and attendees / invitees.	Primary	Secondary
Change Readiness Assessment(s)	Work Product	Change readiness assessment(s) are quantitative survey measurements of DeKalb County's readiness for change.	Primary	Secondary
Deployment / Cutover Plan	Deliverable	The Deployment / Cutover Plan is a detailed plan that outlines the tasks, resources, and timing for Cutover activities.	Primary	Secondary
Dress Rehearsal Results	Work Product	The Dress Rehearsal Results capture the outcome of the Dress Rehearsal before Go-Live to confirm the completeness, accuracy and ability to execute the Cutover Plan as defined.	Secondary	Primary
Change Agent / Super User Program Management	Work Product	Change Agent / Super User Program Management refers execution of the ongoing tasks required to effectively onboard, educate, manage, and maintain the Change Agent / Super User Program for the project (i.e., planning and conducting regular meetings of the network, providing communication and education materials, etc.).	Secondary	Primary
Application Security Role design and Configuration workbook	Deliverable	Application security design & configuration workbook, based on business requirements, which details the security roles and the underlying privileges and data security accessible through the roles	Primary	Secondary

Table 6.2 Deliver Phase

7. Fees and Expenses

7.1 Estimated Fee

Deloitte Consulting will perform the Services on a fixed-fee basis. Based on the scope, timing, responsibilities, and assumptions set forth herein, Deloitte Consulting’s fees for the Services will be inclusive of expenses and any applicable taxes. For fees, please reference Attachment A- Cost Proposal. Deloitte Consulting and Dekalb County agree to the following milestone payment schedule:

#	Milestone	Percentage of Cost
1	Project Initiation	8.34%
2	Requirement/Analysis (End of Sprint 1)	8.34%
3	Conference Room Pilots/Workshops (End of Sprint 3)*	8.34%
4	Solution Design and Build (End of all Sprint Cycles)*	8.34%
5	Conversion (End of SIT1) *	8.33%
6	System Integration Testing	8.33%
7	Training	8.33%
8	User Acceptance Testing	8.33%
9	Cutover/Go live	8.33%
10	30 Days Post Production Support	8.33%
11	60 Days Post Production Support	8.33%
12	90 Days Post Production Support	8.33%
	Total	100%

Table 7.1 Estimated Fee

*Please refer to implementation timeline laid out in section 4.

If DeKalb County desires Hypercare support beyond 90 days, then DeKalb County will make the request to Deloitte Consulting. Deloitte Consulting will submit a proposed addendum to the existing contract with the scope of services and new fees structure. The fees would be in accordance with GSA Schedule GS-35F-0617Y against which the contract is being executed. Any changes to the timeline/scope will be subjected to the GSA schedule rates.

7.2 Acceptance of Deliverables

DeKalb County will approve each Deliverable that are listed in section 6.1 and 6.2 within five (5) business days (or such other period agreed upon in writing by the parties in the work plan or otherwise) from its receipt of a Deliverable, DeKalb County will provide Deloitte Consulting with (i) written approval of such Deliverable or (ii) a written statement which identifies in reasonable detail, with references to the applicable Specifications, all of the deficiencies preventing approval (the “Deficiencies”).

Deloitte Consulting will complete corrective actions in order for such Deliverable to conform in all material respects to the applicable Specifications. DeKalb County will complete its review of the corrected Deliverable and notify Deloitte Consulting in writing of acceptance or rejection in accordance with the foregoing provision.

Notwithstanding the foregoing provisions of this Section, approval of a Deliverable will be deemed given by DeKalb County if DeKalb County has not delivered to Deloitte Consulting a notice of Deficiencies for such Deliverable prior to the expiration of any period for DeKalb County's review thereof as set forth in this Section, or if DeKalb County uses the Deliverable in production.

To the extent that any Deliverable has been approved by DeKalb County at any stage of Deloitte Consulting's performance under this SOW, Deloitte Consulting will be entitled to rely on such approval for purposes of all subsequent stages of Deloitte Consulting's performance under this SOW. DeKalb County agrees that, in the event an approved Deliverable differs from the Specifications for such Deliverable, the Specifications will be deemed modified to conform with such approved Deliverable.

If Deloitte Consulting is unable to correct any Deficiency in a Deliverable within the period of time set forth in this Section, DeKalb County shall be entitled, at its option, to a refund or credit of professional fees paid to Deloitte Consulting hereunder with respect to the Services giving rise to such Deliverable and this shall be DeKalb County's sole and exclusive remedy, and Deloitte Consulting's sole and exclusive obligation, with respect to any claim that the Deliverables do not conform to the requirements of this SOW or the Agreement. Refer to Appendix 4 for the Deliverable Acceptance Form.

7.3 Change Orders

Either party may request changes to the Services, Deliverables, and/or any other aspect of this SOW through a written change request ("Change Request") set forth in Appendix 4. Promptly thereafter, the Parties will discuss what impact the Change Request will have on the Services and Deliverables and on pricing, timing, and other terms of this SOW. Any changes to this SOW agreed upon by the Parties will be set forth in a change order signed by the Parties ("Change Order"), the form of which is set forth in Appendix 4. Once a Change Order is signed, it will amend, and become part of, this SOW. Neither Party is obligated to change the Services, Deliverables, or any other aspect of a SOW unless a Change Order for such change has been signed by the Parties.

In the event that DeKalb County fails to meet its obligations under this SOW, or an assumption proves to be invalid, and such event adversely impacts Deloitte Consulting, the Parties will agree on a Change Order to equitably adjust this SOW to eliminate such adverse impact.

Deloitte Consulting will notify DeKalb County within a reasonable period of time after becoming aware of such an event. If the Parties are unable to agree on such a Change Order within fourteen (14) days of such notice, Deloitte Consulting may, at its option, suspend or terminate the Services upon written notice to DeKalb County.

8. Assumptions

The following is a list of some of the assumptions and expectations that, together with the information provided to Deloitte Consulting as of the date of this SOW, the nature and scope of the Services, the expected resource requirements and other commitments from DeKalb County, and the anticipated duration of the Services, form the "Assumptions" for this SOW and the basis of Deloitte Consulting's pricing. A deviation from the Assumptions may cause changes to Deloitte Consulting's schedule, fees, expenses, level of effort or otherwise impact Deloitte Consulting's performance of the Services, and the parties will enter into a

Change Order to reflect any adjustments to the Services and/or pricing for such services as a result thereof.

8.1 Project Management

- DeKalb County Executive Sponsor will have overall responsibility and authority for driving all Project decisions, reviewing and approving all Deliverables, facilitating discussion and communication among the Parties as needed, and securing any required DeKalb County or third-party resources.
- Deloitte Consulting will not perform any management functions, make management decisions, or perform in a capacity equivalent to that of an employee of DeKalb County. The services provided under this Agreement should not be used as the basis for management's assertion in connection with the Sarbanes-Oxley Act. Deloitte Consulting will make no representations or warranties nor provide any assurances that (1) DeKalb County's disclosure controls and procedures and the internal control and procedures for financial reporting are compliant with the certification requirement and internal control reporting requirement of the Sarbanes-Oxley Act, or (2) DeKalb County's plans are sufficient to address and correct any shortcomings that would prohibit DeKalb County from making the required certification or from reporting under the Sarbanes-Oxley Act.
- Deloitte Consulting is not responsible for Project delays or additional scope that results from other initiatives DeKalb County may have in progress.
- A standard work week of 40 hours is assumed for all full-time DeKalb County and Deloitte Consulting resources.
- Deloitte Consulting will have no responsibility for the performance of other contractors or vendors engaged by DeKalb County, or delays caused by them, in connection with the Project even if Deloitte Consulting has been involved in recommending or selecting such contractors or vendors, or in the monitoring of their work.
- Deloitte Consulting will have no responsibility for the performance of Oracle Cloud or any third-party software or hardware.
- In the event of restrictions on travel and assembly due to Global Pandemic, DeKalb County will extend virtual capability for meetings and other engagements.
- DeKalb County will limit sensitive information, such as PII, PHI, trade secrets and other information that it considers sensitive or highly confidential, it provides to Deloitte Consulting (or otherwise makes available to Deloitte Consulting) to only that which is reasonably necessary to allow Deloitte Consulting to provide the Services. Deloitte Consulting will provide DeKalb County with a list of Deloitte Consulting personnel who are authorized to receive or have access to DeKalb County sensitive information. Such list may be updated as needed. Any disclosure of sensitive information by DeKalb County to Deloitte Consulting will utilize levels of information security and data encryption appropriate to maintain security of DeKalb County sensitive information being accessed by or transferred to Deloitte Consulting, and as required by applicable information protection laws.
- DeKalb County will establish a contingency plan to address inadvertent disclosure of County sensitive information to Deloitte Consulting. DeKalb County will promptly notify Deloitte Consulting's leadership in the event it becomes aware that sensitive information has been disclosed to Deloitte Consulting inadvertently or otherwise.

- DeKalb County will develop a mutually agreeable set of data management controls specifying the processes, procedures and methods that will be used by the parties for the secure transfer, access, and exchange management of DeKalb County sensitive information pertinent to the Services, intended to safeguard the confidentiality and security of the sensitive information. DeKalb County will train its relevant personnel on any such data management approach.
- Deloitte Consulting and DeKalb County will finalize the sprint schedule, inclusive of meetings, draft Deliverable target dates, review cycles and sign-off milestones in advance of beginning any sprint. Together, DeKalb County and Deloitte Consulting will identify the DeKalb County stakeholders for each sprint and define the acceptance criteria and review cycle time in advance of beginning any sprint.
- DeKalb County will provide qualified and knowledgeable members to the Project Team at the staffing levels and according to the timeline, with the business, technical skills and change management required as defined by the Project roles.
- DeKalb County will work directly with application software vendors to define, budget, manage, and administer software training for DeKalb County Project Team members to meet Project requirements.
- DeKalb County subject matter specialists and super users will be available when needed to attend meetings, workshops and other activities.
- DeKalb County executive management will provide full sponsorship and support for the Project, including approval of budget, resources, and timing.
- Deloitte Consulting team members will have appropriate access to DeKalb County's executives, Project leadership, managers, and employees.
- DeKalb County shall reasonably facilitate the arrangement of necessary meetings with identified stakeholders and resources.
- DeKalb County is responsible for delays or additional costs associated with the unavailability of required DeKalb County resources and for ensuring performance of its third parties.
- DeKalb County is responsible for determining and communicating the business value for the purpose of setting priorities associated with each of the sub processes and/or requirements in the scope of the Project to address the highest valued features earliest in the sprint cycles.
- The Steering Committee, the Project Leadership Team, and the Project Management Office (PMO) will make all decisions in a fashion and manner consistent with Project timelines and Deliverables. The Steering Committee will empower the DeKalb County Project Managers and their direct reports to make as many Project decisions as possible, reserving only items of a strategic nature for the Steering Committee.
- SOW assumes one phase approach for all modules. Timeline for implementation is 14 months and 3 months of hypercare.
- Reliable network connectivity will be provided by DeKalb County in all workshops to support the project activities on the project.

8.2 Solution

- The application software will work as specified by the software vendor. Any significant issues not previously known with the feature/quality of the software could affect Deloitte Consulting's estimate, timeline, and resources.
- There is no change to DeKalb's current chart of accounts as part of this implementation.
- A total of 80 Fast Formulas for Compensation, Payroll, Benefits and Absence modules has been assumed to be in scope with a 20,40, 20 mix for complexity (Low, Medium, High). All Fast Formula development will be the responsibility of Deloitte Consulting.
- All transactions, development and conversions will be in English. No translation services will be provided. Currency will be in USD only.
- A total of 50 BI reports has been assumed to be in scope with a 15,25, 10 mix for complexity (Low, Medium, High).
- Extraction of data from legacy systems is DeKalb County's responsibility. DeKalb County would also be responsible for cleansing the invalid data from the current production instances. Data will be combined in a single file as per the format provided.
- DeKalb County will be solely be responsible for any data quality and cleansing necessary for conversions.
- Pension administration is not in implementation scope for this SOW. DeKalb County is responsible for pension administration.
- DeKalb County owns the licenses required for SSO Integration and integrating to the active directories.

8.3 Change Management and Training

- DeKalb County will deliver the end user training (with Deloitte Consulting supporting) and will provide timely identification and onboarding of resources who will serve as trainers.
- DeKalb County will administer all training logistics and related compliance activities, inclusive of enrollment/registration, attendance tracking, and reporting.
- DeKalb County will reproduce and distribute communication materials and courseware components.
- DeKalb County will provide all necessary training facilities and equipment, including training rooms, hardware, network access, audio-visual equipment, and classroom supplies in accordance with the project timeline and milestones.
- DeKalb County will be responsible for the translation of any training material.
- DeKalb County is responsible for any printing and reproduction of communication and training collateral as needed throughout the project timeline.
- DeKalb County is responsible for identifying and leveraging existing DeKalb County communication tools and methods that can be used for project communications.

- DeKalb County is responsible for all external communications that are needed for suppliers, vendors, and other interdependent project teams in the DeKalb County program.

8.4 Technology/Infrastructure

- DeKalb County, through its Oracle subscription relationship, will provide the system infrastructure (i.e., software, hardware, licenses and network) at an appropriate capacity level to support the contemplated nonproduction and production environments as appropriately configured and implemented hereunder. This includes CPU, disk, memory, backup and disaster recovery. System infrastructure will be sized to support the Project Team and business operations to minimize any downtime and performance issues, according to applicable timelines and milestones.
- DeKalb County is responsible for procuring Oracle PaaS subscription (OCI) and any additional tools required for integrations.
- DeKalb County will lead and manage resources associated with legacy system design and development. This includes resources involved in legacy system modifications, mapping to legacy data sources, extraction of legacy data, interfaces and creation of the data cleansing layer.
- DeKalb County will provide required capabilities for any third party/bolt-on applications not included in the scope of the Services.
- DeKalb County will proactively assess impact of any third-party applications (Kronos/ ADP/ EBS) such as upgrades/ product release etc. in advance and let Deloitte Consulting team know at the project initiation stage for better planning of the project schedule from the technical perspective.

8.5 Application Security

- DeKalb County will provide existing internal controls and security documentation to be leveraged and will provide an understanding of the as-is internal control environment.
- DeKalb County will be responsible for remediating the SOD conflicts or identifying mitigating and compensating controls for identified SOD conflicts.
- OSAM tool will be used only by the Deloitte Consulting Application Security team members to perform SOD/SA analysis, security configurations etc. and won't be shared with DeKalb County.
- All aspects of working with the software provider (Oracle) for vulnerability assessment, penetration testing, business continuity planning and disaster recovery, etc. outside of the application security custom roles will be the responsibility of DeKalb County.
- Due to the complexities associated with compliance with state and federal privacy regulations and standards, Deloitte Consulting does not and will not represent, warrant, or provide any assurances that DeKalb County's business processes and systems or any other business processes and systems (including, without limitation, the business processes and systems of DeKalb County's vendors, service providers, customers, unconsolidated subsidiaries or joint ventures in which DeKalb County's has an investment, or other Third Parties) are in compliance with privacy laws,

regulations or standards, or that DeKalb County plans or the plans of any Third Parties to deal with compliance with privacy regulations and standards are sufficient to address and correct any compliance problems that may arise, or with respect to any other matters relating to compliance with privacy laws and regulations.

- Deloitte Consulting’s services will be provided in accordance with the Statement on Standards for Consulting Services issued by the American Institute of Certified Public Accountants (AICPA). The Services will not constitute an engagement to provide audit, compilation, review or attestation services as described in the pronouncements on professional standards issued by the AICPA, the Public Company Oversight Board, or other regulatory body and, therefore, we will not express an opinion or any other form of assurance as a result of performing the Services.
- DeKalb County is, and will continue to be, solely responsible for establishing and maintaining an effective system of internal control over financial reporting, including, without limitation, systems designed to assure achievement of its control objectives and its compliance with applicable laws and regulations.
- DeKalb County is responsible for determining any changes to the company’s formal compliance frameworks resulting from the project, as well as documenting, organizationally communicating and deploying identified process control changes to the business.

8.6 Out of Scope

Anything not specifically listed in this SOW as being within the scope of Services will be out of the scope for this SOW. Without limiting the foregoing, the following items are out of scope for this SOW:

Item	Description
Boundary System Coordination and/or Development	Coordination of boundary environments (upstream or downstream systems) as well as systems that subscribe to the boundary applications (development, testing, production, etc.) and development, augmentation, configuration of boundary applications Configuration, development updates, or testing for non-Oracle applications
Oracle Multi-Language Functionality and Translations	Currently planned to implement all operations in English for Oracle HCM Cloud applications.
Performance/Load testing	Performance and/or load testing, if desired, will be performed by DeKalb County working directly with Oracle
Automated Testing	The configuration, management, and execution of an automated testing tool
Infrastructure and Environment Management / Planning	Management and/or provisioning of technical infrastructure for boundary applications and/or Oracle Cloud environments
Business Continuity Planning	Disaster recovery and associated planning, testing, and execution is out of scope for this project and Deloitte Consulting
Conversion Extracts/Data Cleansing	Data extraction and cleansing of conversion data is out of scope for Deloitte Consulting. DeKalb County is responsible for data extraction and cleansing
Regulatory Compliance	DeKalb County is responsible for identifying, defining, and testing all regulatory compliance controls and requirements associated with the in-scope business processes
Project Team Package Training	Planning, cost, and delivery of training on the Oracle package for DeKalb County project team members is expected to be contracted directly between DeKalb County and Oracle
End User Training Delivery	Delivery of the instructor led training courses for impacted end users is the responsibility of DeKalb County

Item	Description
Other Oracle Modules	Any Oracle module not explicitly called out in the Oracle Applications scope is out of scope for this Project
Application security testing	Secure code review and application security vulnerability assessment services
Identity & Access Management (IAM) and Single Sign On (SSO)	Implementation and Integration of IAM tools is out of scope. Policies and processes around SSO will be the responsibility of DeKalb County except SSO configuration activities within Oracle HCM Cloud
Privacy, Data Protection Controls	DeKalb County will be responsible for designing Privacy and Data Protection controls for data in the to-be production environment as well as compliance with disclosure requirements
Business process and IT controls	Implementation of business process controls and IT controls like interface, conversion and existing IT infrastructure (such as general computer controls that manage risk in the reliability, availability, and recoverability of the existing IT infrastructure) are considered the responsibility of DeKalb County
Non-Oracle HCM Cloud SAAS security	Security related to Platform (PAAS), Infrastructure (IAAS), Database (DBAAS) is out of scope
Cloud Security Governance, Security monitoring, Security resilience	All activities related to cloud security governance, security monitoring, security resilience is out of scope
Mapping of Users to Oracle HCM Cloud custom roles	Mapping of Users to Oracle HCM Cloud roles in Oracle Cloud Production environment
Pension Administration	DeKalb is responsible for pension administration

Table 8.6 Out of Scope

The upgrades released by Oracle during the course of the project timeline will be assessed jointly by Deloitte Consulting and DeKalb County to determine the timing of absorbing these, and the impact on the overall project schedule/timeline. Any release upgrades after the go-live will be managed solely by DeKalb County.

8.7 Changes to Scope

There are times that a change to the scope is warranted, and these changes are documented in our Project Management Center tool.

Change requests are evaluated by both the DeKalb County and Deloitte Consulting Project Managers and established criteria to evaluate changes may include:

- Reason for the change, including gap in functionality or legislative requirement Cost-benefit analysis to understand the impact of this change on the business case
- Evaluation of the impact on resources, overall timeline, and other project concerns associated with the scope change decision is made and communicated appropriately to all parties involved

DeKalb County and Deloitte Consulting will then decide on whether or not to accept the change as set forth in the Statement of Work.

DeKalb County and Deloitte Consulting will constitute a Change Control Board (CCB). The responsibility of the CCB is to make a final decision on most change requests, escalating only those that will likely have significant impact on scope, schedule, or budget to the Steering Committee. Project Management is responsible for communicating the decision made on a change request to the Product Teams, interested stakeholders and parties

responsible for implementing the change. The project managers will also update the project schedule, resource plan, and budget, as appropriate. A sample change order document is referenced in Appendix 4.

9. Signatures

IN WITNESS WHEREOF, intending to be legally bound hereby, the Parties have caused this SOW to be executed by their duly authorized representatives as of the SOW Effective Date.

Accepted and agreed to by:

Deloitte Consulting LLP

DeKalb County

By: _____ By: _____

Print: _____ Print: _____

Title: _____ Title: _____

Date: _____ Date: _____

Appendices

The following appendices are attached hereto and incorporated by reference:

- Appendix 1 — Project Role Definitions
- Appendix 2 — Project Validation Letter
- Appendix 3 — Deliverable Acceptance Form
- Appendix 4 — Change Order Form
- Appendix 5 — Agreement for Professional Services, DeKalb County, Georgia

Appendix 1 — Project Role Definitions

The table below outlines the Deloitte Consulting resources roles proposed to support the Implementation phases and intended allocations to DeKalb County’s project.

DeKalb County

Role Name	FTE	Description	Imagine	Deliver	Run
Executive Sponsor(s)	0.25	<ul style="list-style-type: none"> • Provide overall input and direction for the project • Provide perspectives from the businesses to the extent they impact the project • Champion the project to the businesses 	25%	25%	25%
Project Manager	1	<ul style="list-style-type: none"> • Oversee the Oracle HCM Cloud implementation, including Project financials • Maintain stakeholder engagement and coordinate with Steering Committee • Serve as the escalation point for the Project • Address major scope expansion and investment decisions, partnership and people issues • Lead day-to-day delivery of the Project • Facilitate leadership meetings and working sessions • Oversee the Product Teams • Provide direction and review of Project deliverables 	100%	100%	100%
Product Manager	.25	<ul style="list-style-type: none"> • Develop, maintain, and communicate the product vision • Confirm alignment between Product Owners and Technical Architect when needed from an overall product, company, or customer perspective • Validate and provide guidance on critical decisions or escalated issues that impact the underlying business process strategic direction • Participate in agile ceremonies 	25%	25%	25%
Change Management Lead	.5	<ul style="list-style-type: none"> • Develop change management strategy and plan • Develop the initial communications strategy and plan • Develop the initial training strategy and plan • Transfer knowledge of change management playbook and roadmap to DeKalb County Change Management team for deployment • Execute communications for the project 	50%	100%	100%

Role Name	FTE	Description	Imagine	Deliver	Run
Training Lead	.5	<ul style="list-style-type: none"> • Manage training development team • Align and approve course outlines, course curriculums, training materials, and course materials • Work collaboratively with process team members to manage and provide instruction to develop business process procedure guides • Train and transfer knowledge to trainers 	0%	50%	100%
Application Security Lead	.5	<ul style="list-style-type: none"> • Work with Deloitte Consulting’s application security team and manage related tasks, issues, and risks • Lead design of application security • Coordinate with internal security teams • Escalate issues that may impact the go-live date or project milestones to project leadership 	0%	25%	50%
Product Owners (Functional Leads)	3-5*	<ul style="list-style-type: none"> • Develop, maintain, and communicate the product vision • Prioritize, refine, and manage the Product Backlog, especially during Backlog refinement activity • Resolve impediments quickly when escalated • Involve stakeholders and end-users in Product Backlog refinement and impediment resolution • Participate in agile ceremonies • Align with other Product Owners and Technical Architect when needed from an overall product, company, or customer perspective 	75%	75%	100%
Technical Architect	.5	<ul style="list-style-type: none"> • Resolve reported defects and maintain solution status • Support solution and integration testing • Coordination and communication to external vendors 	50%	50%	100%
Team Members (Subject Matter Experts)	5-7*	<ul style="list-style-type: none"> • Provide DeKalb County institutional knowledge • Lead respective functional area for the project • Review solution functionality, validate configuration decisions, and check conversion data to confirm validity • Team with Deloitte Consulting to provide inputs into design activities • Work with business areas and local representatives to identify requirements • Assist in the Oracle configuration validation and take ownership of configuration over the course of the deployment 	75%	100%	100%

Role Name	FTE	Description	Imagine	Deliver	Run
Team Members (Developers)	1-3	<ul style="list-style-type: none"> Extract data for conversion and populate in specified format Communicate data that needs to be cleansed to functional leads Perform unit testing on extracts Support mock conversion cycles and final cutover Resolve reported defects Create and maintain technical specifications Supports solution and integration testing 	100%	100%	25%
Team Members (Change Management/Training)	1-2	<ul style="list-style-type: none"> Support the execution on planned changed management activities including leadership alignment, stakeholder analysis, change impact assessment, change networks, change readiness, communications, and training 	50%	100%	50%
Team Members (Application Security)	1	<ul style="list-style-type: none"> Support Deloitte Consulting's security team and manage related tasks, issues, and risks Support design, build and unit test of application security Coordinate with internal security team Escalate issues that may impact design to Application Security lead 	0%	50%	100%

Table A1-1 DeKalb County Roles and Responsibilities

Deloitte Consulting

Role Name	FTE	Description	Imagine	Deliver	Run
Lead Engagement Director	1	<ul style="list-style-type: none"> Provide overall Project quality and risk management Provide subject matter knowledge in specialized knowledge areas Facilitate and maintain relationship between Deloitte Consulting and DeKalb County Drive efficient completion and delivery of the Project Oversee Project, Product Teams, quality management, financial management, and the methods, standards and guidelines for the Project Delegate or assign responsibilities to the Project Manager, Product Manager, Product Architect(s), Technical Architect, or select Product Team Members to manage specific Project areas such as risk, quality, communications, or deliverable version and change control 	25%	25%	25%

Role Name	FTE	Description	Imagine	Deliver	Run
		<ul style="list-style-type: none"> Delegate responsibilities; clearly define the Project responsibilities and level of authority for each role 			
Quality Assurance ("QA") Director	.25	<ul style="list-style-type: none"> Evaluate Project-performed processes and work products against applicable processes and standards Conduct quality support activities Identify, document, and monitor non-compliance issues 	0%	5%	0%
Project Manager	1	<ul style="list-style-type: none"> Oversee the Oracle HCM Cloud implementation, including Project financials Maintain stakeholder engagement and coordinate with Steering Committee Serve as the escalation point for the Project Address major scope expansion and investment decisions, partnership and people issues Lead day-to-day delivery of the Project Facilitate leadership meetings and working sessions Oversee the Product Teams Provide direction and review of Project deliverables Liase with Oracle for environment releases/upgrades/Product bug fix and Service Request escalations etc. Liase with Oracle Implementation Success manager for successful product implementation. 	100%	100%	100%
Agile Lead	1	<ul style="list-style-type: none"> Facilitate sound agile practices Facilitate and schedule agile ceremonies Support the Product Owner in writing good user stories and developing a healthy product backlog Understand and support the team in using the agile tool Facilitate the resolution of impediments Protect the team by adhering to agile principles Prepare in advance for key ceremonies (e.g., sprint planning and sprint reviews) so they run smoothly 	50%	50%	25%

Role Name	FTE	Description	Imagine	Deliver	Run
Technical Architect	1	<ul style="list-style-type: none"> Gather requirements and collaborate with functional team on design of integrations, reports, and conversion Design and develop objects Unit test solutions to confirm adherence to functional specifications Participate in sprint reviews and retrospectives Resolve reported defects and maintain solution status Create and maintain technical specifications Support solution and integration testing 	100%	100%	50%
Change Management & Training Analysts	3	<ul style="list-style-type: none"> Develop the initial communications strategy and plan Develop the initial training strategy and plan Transfer knowledge of change management playbook and roadmap to DeKalb County Change Management team for deployment Develop the communications strategy 	100%	100%	100%
Application Security	1	<ul style="list-style-type: none"> Lead Deloitte Consulting's security team and manage related tasks, issues, and risks Lead design of application security Escalate issues that may impact the go-live date or project milestones to project leadership 	0%	25%	25%
Product Architects (Functional Leads)	9	<ul style="list-style-type: none"> Develop, maintain, and communicate the product solution in accordance to Product Owner vision Prioritize, refine, and manage the Product Backlog, especially during Backlog refinement activity Resolve impediments quickly when escalated Involve stakeholders and end-users in Product Backlog refinement and impediment resolution Participate in agile ceremonies Design and oversee build of cloud HCM solution Align with other Product Owners and Technical Architect when needed from an overall product, company, or customer perspective 	100%	100%	50%
Team Members (Design/Config)	~14	<ul style="list-style-type: none"> Review solution functionality, validate configuration decisions, and check conversion data to confirm validity Provide inputs into design activities Work with business areas and local representatives to identify requirements Assist in the Oracle configuration validation and take ownership of configuration over the course of the deployment 	50%	100%	100%

Role Name	FTE	Description	Imagine	Deliver	Run
		<ul style="list-style-type: none"> Participate in sprint reviews and retrospectives 			
Team Members (Developers)	8-10	<ul style="list-style-type: none"> Gather requirements and collaborates with functional team on design of integrations, reports, and conversions assigned to Deloitte Consulting Design and develop objects assigned to Deloitte Consulting Unit test solutions to confirm adherence to functional specifications Participate in sprint reviews and retrospectives Resolve reported defects and maintain solution status Create and maintain technical specifications Perform mock conversions and final cutover Supports solution and integration testing 	25%	100%	100%
Team Members (Application Security)	1-2	<ul style="list-style-type: none"> Responsible for application security tasks like build, unit test and deployment Support the testing cycles and manage/fix application security defects Escalate issues that may impact design to Application Security lead 	0%	100%	50%

Table A1-2 Deloitte Consulting Roles and Responsibilities

In addition to the roles we have listed for DeKalb County and Deloitte Consulting teams, we would expect Oracle Corporation to provide the following roles:

- **Oracle HCM Cloud Executive Sponsor** to participate in steering committee meetings and serve as an escalation point for Oracle HCM Cloud-related challenges that require executive support and attention.
- **Implementation Success Manager (ISM)** to review configuration made by our consultants during the Deliver stage of the project and report back to DeKalb County project leaders on reviews of their findings.

Appendix 2 — Project Validation Letter

[TO BE PRINTED ON COMPANY LETTERHEAD]

Date

To Whom It May Concern:

This letter is to confirm that DeKalb County ("DeKalb County") has engaged the professional services of Deloitte Consulting LLP ("Deloitte Consulting") in connection with the Oracle Human Capital Management (HCM) Cloud Implementation project, which entails the following key elements for the Recruiting, Human Resources, Benefits, Absence Management, , Learning Management, Performance Management and Payroll business functions: project management, implementation planning, solution design, configuration, integration, reporting, testing, deployment, and production support.

Please note that it may be necessary for certain Deloitte Consulting personnel to perform services at our office located at 191 Peachtree St. NE, Suite #2000, Atlanta, GA 30308 and Deloitte Consulting offices. However, Deloitte Consulting personnel are not employees of the DeKalb County, and the DeKalb County does not manage, supervise or control their employment.

Sincerely,

XXXXXXXXXX

DeKalb County

Appendix 3 — Deliverable Acceptance Form

<Insert project name>

Deliverable Acceptance Form

<Insert release date>

Document Control Information

Document Information

Document Identification	WP1371
Document Name	Deliverable Acceptance Form
Project Name	<Insert project name>
Client	<Insert client name>
Document Author	<Insert author name>
Document Version	<Insert version number>
Document Status	<Insert document status>
Date Released	<Insert release date>

Document Edit History

Version	Date	Additions/Modifications	Prepared/Revised by
<Version #>	<dd-mmm-yyyy>	<Provide additional details about this document version.>	<Name>

Document Review/Approval History

Date	Name	Organization/Title	Comments
<dd-mmm-yyyy >	<Name>	<Organization/Title>	<Comments>

Distribution of Final Document

The following people are designated recipients of the final version of this document:

Name	Organization/Title
<Name>	<Organization/Title>

Deliverable Acceptance Form

Project Name:	<Enter the name of the project.>		
Project Manager:	<Enter project manager’s name.>		
Deliverable Name:	<Enter the name of the deliverable under review for deliverable acceptance.>		
Deliverable ID:	<Enter the project deliverable ID. If not applicable, delete this row.>		
Date Deliverable Submitted to Client for Acceptance:	<dd-mmm-yyyy>	Deliverable Acceptance Due Date:	<dd-mmm-yyyy>
Phase:	<The project phase where the project deliverable was created.>		
Acceptance Response:	Accepted		
Acceptance Response:	Not accepted until the comments below are addressed		

Comments
<p><Document comments regarding the acceptance of the project deliverable.</p> <p><i>If the deliverable is not accepted, describe in detail the item(s) preventing acceptance, as well as what needs to change in order to make the deliverable acceptable. Changes impacting the agreed scope for the deliverable will need to be documented in a change request and approved through the project’s change control process before they can be implemented.></i></p> <p>Summary comments...</p>

- **Bullet 1**
- **Bullet 2**
- **Etc.**

Name & Title	Signature	Date
<Name & title of the client representative authorized to accept the project deliverable>	<i><Signature of the client representative authorized to accept the project deliverable></i>	<i><Date of the signature></i>

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Appendix 4 — Change Order Form

CHANGE ORDER NO. <XX>

TO

**<STATEMENT OF WORK #XX or ENGAGEMENT LETTER OR CONTRACT NAME> DATED
<Month, Day, Year>**

This Change Order (“**Change Order**”) is made effective as of <Month, Day, Year> (the “**Change Order Effective Date**”), between <Client Name> (“**Client Name**” or “**Client**”), and **Deloitte Consulting LLP** (“**Deloitte Consulting**”).

This Change Order modifies the terms of a <Statement of Work/Engagement Letter/<Contract Name> between <Client Name> and Deloitte Consulting dated <Month, Day, Year> (the “Statement of Work” or “Engagement Letter” or <Contract Name>) as set forth below. Unless otherwise defined in this Change Order, capitalized terms in this Change Order will have the meanings given to those terms in the Statement of Work or Engagement Letter or <Contract Name>.

1.1 Overview of Changes

Insert revised sections of the Statement of Work/Engagement Letter. For instance, specify the sections of the original SOW or Engagement Letter that are being modified and exactly how they are being modified (e.g. is the term being changed? Are the scope, timeline, or responsibilities being expanded? Is there a change in fees or expenses? Are key personnel changing?)

IN WITNESS WHEREOF, Deloitte Consulting LLP and Client have caused this Change Order to be executed and delivered by their respective duly authorized representatives as of the Change Order Effective Date.

<Client Name>

DELOITTE CONSULTING LLP

By:

By:

Name:

Name:

Title:

Title:

Appendix 5 - Agreement For Professional Services DeKalb County, Georgia

THIS AGREEMENT made as of this day of _____, 2020, (hereinafter called the "execution date") by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the "County"), and Deloitte Consulting LLP, a partnership organized under the laws of the State of Delaware, with offices in DeKalb County, Georgia (hereinafter referred to as "Contractor"), shall constitute the terms and conditions under which the Contractor shall provide certain consulting services as further described herein as detailed in the Contractor's Statement of Work to which this is attached (the "Statement of Work") and which references this as governing (the "Work"). This Agreement is pursuant to Contractor's GSA Schedule GS-35F-0617Y Special Item Number 132-51 for Information Technology (IT) services (the "GSA Schedule"), attached hereto as Attachment D

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, DeKalb County and the Contractor hereby agree as follows:

ARTICLE I. CONTRACT TIME

The Contractor shall commence the Work under this Agreement within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. Contractor shall complete the Work based on the schedule set forth in the statement of work or as otherwise agreed to by the parties in writing. The Contract Term may be extended only by Change Order approved and executed by the DeKalb County Chief Executive Officer or his/her designee and the Contractor in accordance with the terms of this Contract.

ARTICLE II. CONTRACT TERM

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of DeKalb County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 20XX, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

ARTICLE III. PAYMENT

As full payment for the faithful performance of this Contract, DeKalb County shall pay the Contractor the amount as detailed in statement of work (the "Contract Price"), which is an amount not to exceed XXX (**\$XX.00**), unless changed by written Change Order in accordance with the terms of this Contract. The term "Change Order" includes the term "amendment" and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed the amounts set forth in the statement of work, attached hereto and incorporated herein by reference, unless changed by written Change Order. Payment is to be made no later than thirty (30) days after submittal of invoice. If payment is not received within forty-five (45) days of receipt of an invoice, Contractor may suspend or terminate the Work.

Invoice(s) must be submitted as follows:

Original invoice(s) must be submitted
to: DeKalb County, Georgia
Attention: "Finance Department"

Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at www.DeKalblsbe.info. Proof of payment to the LSBE Subcontractor must be uploaded and submitted. LSBE Subcontractors shall confirm receipt of payment from the Prime, electronically also, at www.DeKalblsbe.info

ARTICLE IV. SCOPE OF WORK

The Contractor agrees to provide the services in accordance with the Statement of Work (the "SOW").

The Contractor's services shall include all things, personnel, and materials necessary to accomplish the Work authorized by DeKalb County, subject to the assumptions and client responsibilities set forth in the SOW.

ARTICLE V. GENERAL CONDITIONS

A. Accuracy of Work As between the parties, the Contractor shall be responsible for the accuracy of the Work, subject to any inaccurate information or data provided by DeKalb County or any third party (other than any permitted subcontractors of Contractor) and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

B. Additional Work DeKalb County shall in no way be held liable for any work performed under this section which has not first been approved in writing by DeKalb County in the manner required by applicable law and/or the terms of this Contract. DeKalb County may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by DeKalb County unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give DeKalb County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from DeKalb County. No extra cost or extension of time shall be allowed unless approved by DeKalb County and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. DeKalb County shall not be liable for payment for any work performed under this section which has not first been approved in writing by DeKalb County in the manner required by applicable law and/or the terms of this Contract.

C. Ownership of Documents All documents provided by DeKalb County and those first created by Contractor for delivery to DeKalb County as part of the Work herein (the "Deliverables"), including drawings, estimates, specifications, and data are and remain, or in the case of the Deliverables, shall become, on full payment hereunder, the property of DeKalb County. The Contractor agrees that DeKalb County may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. However, any reuse of the documents by DeKalb County on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused. For purposes of these terms (i) "Technology" means works of authorship, materials, information and other intellectual property; (ii) "Contractor Technology" means all Technology created prior to or independently of the performance of the Services, or created by Contractor or its subcontractors as a tool for their use in performing the Services, plus any modifications or enhancements thereto and derivative works based thereon. Upon full payment to Contractor hereunder, and subject to the terms and conditions contained herein, Contractor hereby grants to DeKalb County the right to use, in connection with DeKalb County's use of the Deliverables, any Contractor Technology included in the Deliverables in connection with its use of the Deliverables. Except

for the foregoing license grant, Contractor or its licensors retain all rights in and to all Contractor Technology.

D. Right to Audit DeKalb County shall have the right to audit all books and records, including electronic records, relating or pertaining to financial billing and payment records for the fees and expenses incurred in performing the Work and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's personnel, principals or partners, agents, assigns, successors, and subcontractors. DeKalb County also has the right to communicate with Contractor related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon reasonable advance written request to DeKalb County, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the parties.

E. Successors and Assigns Each party agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the other party. If DeKalb County consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between DeKalb County and any person, or entity or than Contractor.

F. Reviews and Acceptance Work performed by the Contractor shall be subject to review and acceptance in stages as described in the Response. Acceptance shall not relieve the Contractor of its professional obligation to correct, at his own expense, any Work performed other than in a professional and workmanlike manner in accordance with industry standards.

G. Termination of Agreement; Limitation on Damages The Contractor and DeKalb County understand and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work and each party's responsibilities hereunder are essential conditions of this Contract. Contractor shall utilize diligent efforts to meet any Firm Performance Dates as identified in the SOW , and shall notify DeKalb County promptly if Contractor encounters significant delays in completing the Work. DeKalb County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of DeKalb County, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by DeKalb County, the termination will not affect any rights or remedies of DeKalb County then existing or which may thereafter accrue against Contractor or its surety. Contractor may terminate this Contract or performance of any part of the Work upon one-hundred and twenty (120) days

written notice to DeKalb County if Contractor determines that the performance of any part of the Work would be in conflict with law, or independence or professional rules. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work performed pursuant to this Agreement through the effective date of termination including work in progress on a pro rata basis. Contractor, its subsidiaries, subcontractors, and their respective personnel shall not be liable to DeKalb County for any claims, liabilities, or expenses relating to this Contract or the services provided under this Contract for an aggregate amount in excess of the total fees value of this Contract as set forth in the SOW, except to the extent resulting from Contractor's recklessness, bad faith or intentional misconduct and except for Contractor's indemnification obligations under Section H, "Indemnification Agreement," below. Neither party, nor their subsidiaries, subcontractors, or their respective personnel, shall be entitled to recover lost profits, special, consequential or punitive damages, any loss of use or data, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

H. Indemnification Agreement The indemnification obligation set forth in this Section shall be Contractor's sole indemnification obligations under this Contract and shall supersede and replace in their entirety all indemnification obligations in GSAIT70. Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all personal injury, death or real or tangible personal property damage of any kind, to the extent a claim is directly and proximately caused by the negligence or willful misconduct of Contractor while engaged in performance of the Work, to persons or real or tangible personal property, including employees and property of DeKalb County. The Contractor shall defend, indemnify, and save harmless DeKalb County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "DeKalb County Indemnitees," from and against all claims or actions by third parties, including, but not limited to Contractor's personnel, agents, officers, subcontractors, vendors, or suppliers, or any of them, based upon or arising out of any such claim for personal injury, death to persons, and any damage to real or tangible personal property alleged to be directly and proximately caused by the negligence or willful misconduct of Contractor while engaged in the performance of the Work under this Contract as well as all costs and reasonable expenses incurred in the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to DeKalb County Indemnitees, the defense of any and all such claims, litigation, and actions suffered by DeKalb County Indemnitees for which Contractor is obligated to defend and indemnify pursuant to the foregoing defense and indemnification obligations in this subsection G. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any DeKalb County Indemnitee against claims, actions, or expenses to the extent based upon or arising out of DeKalb County Indemnitee's negligence. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against DeKalb County Indemnitees' where Contractor is obligated to indemnify DeKalb County Indemnitees for such claim or action as the subject of the indemnity contained above in this section H of the Contract, whether such claims or actions are rightfully

or wrongfully brought or filed. DeKalb County and Contractor shall cooperate as to the choice of counsel who will provide the defense, subject to the reasonable final approval by DeKalb County. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of DeKalb County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

I. Insurance Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the minimum amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted or authorized insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better or the equivalent rating from a nationally recognized rating agency with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

- 1. Certificates of Insurance in companies doing business in Georgia and acceptable to DeKalb County covering:
 - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - (1) Employer's liability insurance by accident, each accident \$1,000,000
 - (2) Employer's liability insurance by disease, policy limit \$1,000,000
 - (3) Employer's liability insurance by disease, each employee \$1,000,000
 - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000 per claim and \$2,000,000 annually in the aggregate;
 - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000 per occurrence and \$2,000,000 annually in the aggregate; coverage to include contractual liability for insured contracts;
 - (d) Commercial Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000 per accident.
 - (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
 - \$5,000,000 per occurrence
 - \$5,000,000 aggregate

2. Additional Insured Requirement:

- (a) DeKalb County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "DeKalb County and its officers" are to be named as additional insured on commercial general liability and automobile liability policies of insurance with no cross suits exclusion. DeKalb County and its officers shall be included as additional insureds under commercial general liability and automobile liability insurance, for liabilities arising out of both the ongoing and completed operations of Contractor.
 - (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by DeKalb County with respect to additional insured status.
 - (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than \$1,000,000 each loss.
4. Certificates of Insurance must be executed in accordance with the following provisions:
- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
 - (b) Certificates reflecting coverage of all the Work and services performed by subcontractors, as applicable;
 - (c) Certificates are to be **issued** to:

DeKalb County, Georgia

**Director of Purchasing & Contracting
The Maloof Center, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030**

3. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
4. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance, as applicable.

5. Contractor agrees to waive all rights of subrogation and other rights of recovery against DeKalb County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.

6. Failure of DeKalb County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of DeKalb County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.

7. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice, pursuant to policy provisions. Insurer will provide such notice to DeKalb County subsequent to its notice to the policyholder named insured, pursuant to policy provisions. Policies and Certificates of Insurance listing DeKalb County and its officers as additional insureds (except for workers' compensation, professional liability and fidelity bond insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement to the extent qualifying as insured contracts) contained in the policies.

8. If DeKalb County so requests, the Contractor will furnish DeKalb County for its inspection and approval such certificates of insurance and specifically related policy documents which evidence such coverages. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

J. Georgia Laws Govern The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

K. Venue This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

L. Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization Pursuant to O.C.G.A. §13-10-91, DeKalb County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Statement of Work | July 10, 2020

Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Attachment A . Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment B. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A.

§13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment C

M. County Representative DeKalb County may designate a representative through whom the Contractor will contact DeKalb County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to DeKalb County. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

N. Contractor's Status The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between DeKalb County and the Contractor shall be that of owner and

independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any DeKalb County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of DeKalb County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not DeKalb County.

O. Georgia Open Records Act Contractor shall comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*

P. First Source Jobs Ordinance and Preferred Employees The Contractor is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry. Contractors, subcontractors, and independent contractors bidding on this contract will be encouraged by DeKalb County to have 25% or more of their labor forces for this project consist of Preferred Employees selected from the First Statement of Work | July 10, 2020

Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. For information on Preferred Employees, please contact the DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-7171 or in person at 320 Church Street, Decatur, GA 30030.

Q. Business License Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid county or city business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Contractor holds a professional license, then Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Contractor shall ensure that any insurance, license, permit or certificate submitted as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

R. Sole Agreement This Contract constitutes the sole contract between DeKalb County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of DeKalb County, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of DeKalb County as provided by law or in this Contract.

S. Attachments and Appendices This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference: Attachment A, Attachment B, Attachment C, and Attachment D.

T. Severability If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

U. Notices Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to DeKalb County's Chief Executive Officer and the Executive Assistant or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to DeKalb County's Executive Assistant or by DeKalb County to the Contractor's authorized

representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to DeKalb County:

Chief Executive Officer
1300 Commerce Drive, 6th Floor
Decatur, GA 30030

and

Executive Assistant
1300 Commerce Drive
Decatur, Georgia 30030

With a copy to: Acting Chief Procurement Officer
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

With a copy to: Director of the Finance Department
1300 Commerce Drive
Decatur, Georgia 30030

If to the Contractor:

Deloitte ConsultingLLP
Attn: _____
191 Peachtree St. NE, Suite 2000
Atlanta, GA30303

V. Counterparts This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

W. Controlling Provisions The Contract for this Project shall govern the Work. If any portion of

the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract and Attachment D, Change Orders or modifications issued after execution of the Contract, Attachments A through C.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

DEKALB COUNTY, GEORGIA

By: _____ (SEAL)
Signature

Name (Typed or Printed)

Title

Federal Tax I.D. Number

_____ **by Dir.**(SEAL)
MICHAEL L. THURMOND
Chief Executive Officer DeKalb
County, Georgia

ATTEST:

ATTEST:

Signature

Name (Typed or Printed)

Title

BARBARA H. SANDERS, CCC
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Department Director

County Attorney Signature

County Attorney Name (Typed or Printed)