DeKalb County, Georgia
Implementation Services for Oracle ERP Cloud Solutions
Statement of Work
GSA Schedule #47QRAA18D001P

Submitted By:
Deloitte Consulting LLP | 191 Peachtree St. NE, Suite #2000 | Atlanta, GA 30308

DeKalb County, Georgia

Implementation Services for Oracle ERP Cloud Solutions

Statement of Work

Submitted by:
Ramesh Govind
Managing Director
Deloitte Consulting LLP
Tel. +1 678- 654-7569
Email: rgovindradhakrish@deloitte.com

Submitted To:
Felecia Alston Green
Deputy CIO
Department of Innovation & Technology
Email: flalston@DeKalbcountyga.gov

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Deloitte Consulting LLP
191 Peachtree St. NE, Suite #2000
Atlanta, GA 30308
www.deloitte.com

December 9, 2022
Felecia Green
Department of Innovation and
Technology – DeKalb County
1300 Commerce Drive
Decatur, GA 30030

RE: Statement of Work for Professional Services for Implementation of Oracle ERPCloud System

Dear Ms. Green:

Deloitte Consulting is pleased to submit our Statement of Work (SOW) to implement Oracle ERP Cloud Solutions for DeKalb County replacing your legacy ERP system. Our submission addresses the requirements identified by the County and demonstrates that Deloitte Consulting possesses the required skills, depth of resources and overall awareness of the DeKalb County ecosystem necessary for the delivery of this solution.

We appreciate the opportunity to submit this SOW. If you have any questions or require additional information, please contact me at 678.754.7569, or rgovindradhakrish@deloitte.com.

Sincerely,

Ramesh Govind

Managing Director
Deloitte Consulting
LLP

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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, and the terms of Contractor's GSA Schedule **47QRAA18D001P** Item Number (54151S 561422(STLOC) 561422(RC)) IT Professional Services

Notwithstanding anything in this SOW, the parties agree that this is a specific contract for Dekalb County and not a GSA Schedule buy and that the items purchased are non-Schedule items.

1.   Project Background

After the successful implementation of Oracle Cloud HCM and Payroll (CV360), the County has undertaken an initiative to implement Oracle Cloud Financials and Procurement to replace its current on-premises Oracle EBS R12.1.3 Financials and enhance the footprint of CV360.

Project Objectives:

The primary objective for implementing the Oracle Cloud Financials and Procurement is to realize the benefits of a unified and integrated system, reduce overall cost of ownership, streamline business processes, and optimize use of technology.

The County intends to implement the following Oracle Cloud modules to replace its current EBS R12.1.3 system.

- Oracle Financials
    - General Ledger
    - Budget Control
    - Fixed Assets
    - Accounts Payable
    - Expenses
    - Accounts Receivable
    - Cash Management
- Oracle Project Management
    - Projects
    - Project Billing
    - Project Costing
    - Labor Distribution
    - Grants Management (Includes Project Funding)
- Oracle Procurement
    - Self-Service Requisitioning
    - Purchasing
    - Contracts
    - Sourcing
- Oracle Supplier Management
    - Supplier Portal (Includes Oracle Identity Cloud Services enablement)

- o Supplier Lifecycle Management
- Oracle Supply Chain Management
  - o Inventory Management

In addition to above modules, the County would utilize its existing Oracle PaaS tool (Oracle Cloud Infrastructure) subscription to provide the necessary middleware for inbound and outbound integrations, and Oracle Identity Cloud Services (IDCS) Module for supplier portal security configurations.

Deloitte will follow a single-phase approach to implement all modules as per the Scope of services defined in **section 4** and project timeline defined in **section 7**. The proposed period of performance for implementation services is for 15 months plus 3 months of hypercare support.

2.   Deloitte Overview

Deloitte is the largest professional service provider in the world. We have served more than 80% of the Fortune 500, 44 states, and thousands of public sector entities which includes Cities and Counties across the US and globally.

Deloitte's Value as Your System Integrator
• **1st Oracle Global Cloud Elite Partner**: Proven capabilities and reusable assets
• **2800+ Oracle Cloud Certified Practitioners**: Reach-back and know-how
• **Leader in Business Transformation** (Forrester): Business value
• **Leader in Data Analytics** (Gartner)**:** Data insight
• **Leader in Communications & Change Management** (ALM Intelligence): Collaboration and user adoption
• **No. 1 CPA Firm:** Auditability and compliance

Figure 2-1 Deloitte's Value as Your System Integrator

As a leading Oracle systems integrator (SI) and business transformation specialist, we possess the depth and breadth to address our clients' most complex business needs. We have over 107,000 professionals across 130 offices in the U.S. Our size and scale enable us to bring the right-skilled resources, lessons learned, and reusable assets to implement the county's Oracle Financials solutions. We plan to drive efficiencies through process redesign, collaborate with the county in solving complex technology problems and promote end user enablement and adoption.

Our ability to create efficiencies through technology modernization has earned us Forrester's designation as the "undisputed global leader" in overall business transformation. Forrester states, "Deloitte clearly understands the intersection of technology and business.

We also hold the position of Global Leader in Oracle Applications Implementation Services (Gartner) and have maintained the highest-level alliance partnership with Oracle for more than two decades. The longevity and strength of our alliance provide "front of the line" service in resolving product issues, early access to new releases and strategic product direction, and additional training access and collateral for our practitioners. This, in turn, reduces risk to cost, quality, and deployment timelines. Deloitte has been engaged in over 400 Oracle Cloud projects. We have won 65 Oracle Excellence awards since 2011, more than any other SI, which demonstrates our consistency in delivering high-quality solutions and our commitment to client satisfaction.

2.1 Public Sector Experience

Deloitte's Government and Public Services (GPS) practice is specialized in working with government agencies. Our GPS practice has a proven track record of taking the first state and a major city to an on-time, within-budget Oracle Cloud go-live. Additionally, we maintain the most public sector Oracle Cloud implementations including the state of North Carolina, the City of Atlanta, Boulder County, and Washington DC. Additionally, we have been an Oracle partner for over 20 years; we can provide lessons learned from other public sector projects to help inform a tailored approach for the county.

Public Sector Overview

Deloitte has extensive experience in serving public sector clients

44	**15,000+**	**50+**
States and thousands of public sector entities	Government and public services professionals	Years of public sector industry service

Finance and Administration	Cyber Risk	Children's Services	Child Support Enforcement	Integrated Eligibility	Workforce Development	State Health
44 States	28 States	21 States	23 States	28 States	21 States	36 States

Figure 2.1-1 Deloitte Public Sector Overview

As an Oracle partner, Deloitte practitioners maintain certifications within their specialized track, including modules within Finance, Procurement, Supply Chain and Project Management. Our Global Oracle practice of 26,000+ practitioners, provide services across all industries including our specialized Government and Public Services (GPS) organization. Deloitte has 2,800+ Certified Oracle Cloud Practitioners, including 300+ Oracle practitioners assigned to public sector implementation services. Deloitte will bring Oracle trained/certified and experienced public sector practitioners to the Project Team according to the timeline and project needs.

3.   Project Method and Approach

3.1. Project Methodology

Deloitte understands that this implementation requires an approach that emphasizes flexibility, department collaboration, and rapid delivery of value for the County. To achieve this, Deloitte brings the County our propriety Momentum™ Hybrid Agile implementation methodology. Hybrid Agile blends waterfall and agile methods using traditional project initiation, detailed design, integration testing, and deployment activities to pair with iterative configuration, development, unit testing, change management, communications, training, and cyber activities. Deloitte uses this human-centered methodology to integrate and innovate the needs of the County.

Momentum is a comprehensive and effective phase-based approach that enables, consistent, rapid, and value-focused delivery. This methodology uses incremental and

iterative design, development, and test cycles that allow the County to see tangible results throughout the project. Momentum is based on our experience and lessons learned through several of Oracle Cloud implementations. Our methodology has an implementation toolset that the County can use to jump start, accelerate, and validate tasks. Momentum goes hand in hand with our Ascend™ platform, an integrated set of accelerators and insights to automate key project delivery activities and increase speed and efficiency while reducing risk and maintaining quality. Figure 3.1-1 provides a high-level overview of the Momentum methodology, the key activities that will be executed within each of the phases, and relevant Ascend™ platform tools.
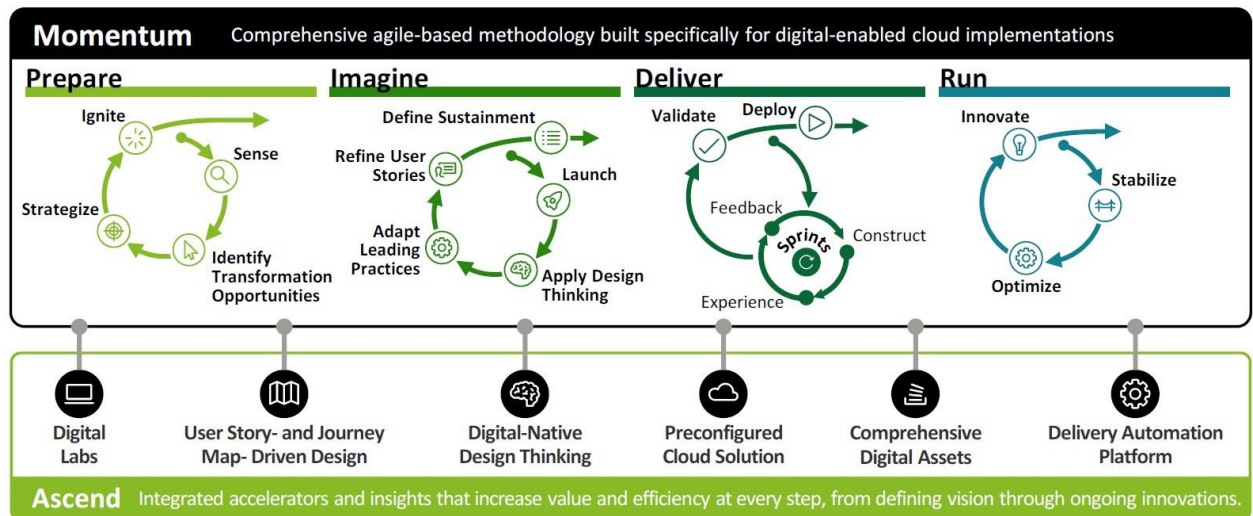
Figure 3.1-1 Momentum Methodology

Our methodology aligns with the County's objectives and provides the following benefits:

- **Phased approach** accelerates proof of quality and focuses on detailed planning within each phase

- **An iterative technology** approach consistently assesses the County's use cases to maximize out-of-box functionality based on a defined architecture and enterprise solution capabilities

- **Coordinated scope** focuses on high-level processes, minimum customization, and building a solution that supports the County and its departments

- **Frequent and incremental testing approach** throughout the implementation to test and validate the solution before deployment

Phase 1 - Prepare

At the beginning of the project, a planning period commences to launch the journey for the County. We will onboard team members, prepare tools and templates, and finalize the Project Plan. Deloitte will define the project operating model, roles, and responsibilities between the County and Deloitte team members. To establish proper quality management, Deloitte configures Project Management Center (PMC), a Deloitte tracking tool used for the organization and mitigation of risks and issues. The Prepare phase is concluded by a Project Kick-off meeting to communicate the project approach and schedule to all stakeholders and team members. Organizational Change Management (OCM) activities will also start in the Prepare phase. We will work with the County's leadership to visualize the future operating environment through defining the Leader Alignment Plan. This involves conducting interviews with leaders and the project

team, allowing us to continue setting up the framework for leader-led change. We will then provide the County's leaders with the tools to enable the County to drive, sponsor, and support end-users and day-to-day managers through the change.

Phase 2 - Imagine

During the Imagine phase, we work with you to understand your people, their journeys, and the pivotal moments within those journeys so you can imagine and orchestrate the best stakeholder experience. Deloitte will set up working sessions with the stakeholders to analyze the as-is business process and develop the to-be process design, define roles, and identify moments that matter to build user stories. In addition, the team will define the technical object inventory, also known as RICE (reports, interfaces, conversions, extensions), and determine the to-be systems architecture by assessing current organizational, business, and technical environments. On the OCM side, we will work with you to develop a comprehensive stakeholder analysis and to determine the appropriate activities that will meet the needs of end-users.

- **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 the employee population experiences the workplace. Moments that Matter are used to design user-centric solutions and help you to make design decisions that deliver 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.

Phase 3 - Deliver

During the Deliver phase, the team develops iterative solutions according to the user stories that are reviewed and validated in an agile fashion during sprints. Stakeholders from the business, also known as product owners, will be involved during each sprint, and testing cycle. The ability to see the solution functionality through progressive prototyping allows the owners to identify potential issues early in the implementation, prevent surprises during later phases of the project, increase confidence, improve solution acceptance, and overcome stakeholder concerns. This collaborative approach accelerates accurate configuration and technical object development necessary for a comprehensive solution.

The primary activities that occur during the Deliver phase are sprint sessions, mock data migration cycles, testing cycles, and training. The purpose of sprint sessions is for the County to validate the system configurations in the application based on the requirements identified in design sessions. In addition, technical objects such as reports and interfaces are developed, tested, and demonstrated. During the Deliver phase, the team will execute System Integration Testing (SIT) and User Acceptance Testing (UAT) cycles. On the Organizational Change Management (OCM) side, the Deliver phase is when we will execute the designed OCM strategies and communications according to the defined Communications Plan. The team will develop the training plan, content, and curriculum. They will also conduct Train-the-Trainer sessions and end-user training sessions. At the end of the Deliver phase, the team will develop a deployment plan and finalize the operations organization to support Oracle Cloud after cutover.

Below are the testing cycles planned during the Deliver phase.

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

Phase 4 - Run

During the Run phase, the project transitions from the readiness activities of a pre-production environment to deploying the new system to all end-users and supporting the new business processes. This phase starts with go-live followed by post-implementation support. The project responsibilities continue to transition to the County to sustain, evolve, and optimize the solution with each future Oracle Cloud release. Knowledge transfer occurs during this phase and the Deloitte team transitions knowledge of design and configuration documentation to the County. Hypercare focuses on production defect resolution, user support, data integrity, system availability and stability, and business event processing such as month-end close.

3.2. Project Tools and Accelerators

Deloitte will use the following tools to be used during this project. Deloitte will provide access to the County's identified resources through the course of the engagement except for the OSCAR and OSAM tool.

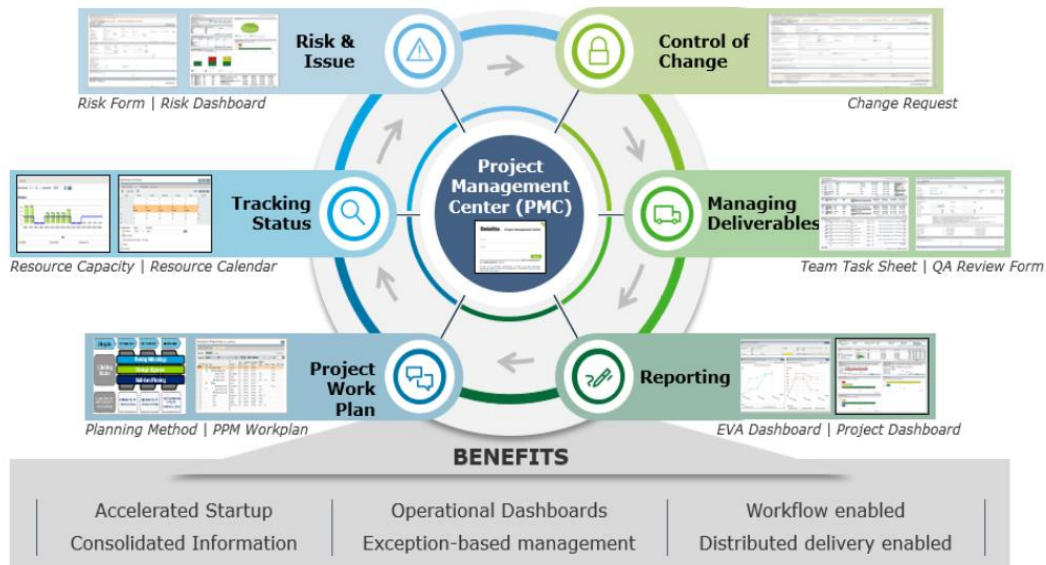| Tool Name	Description
Project Management Center (PMC)	• Project management tool used to track project process, issues, actions, risks, and decisions. • PMC is centrally hosted by Deloitte and accessible via the internet. Licenses are provided by Deloitte for the duration of this SOW. • PMC is delivered preconfigured with a standard set of reports in alignment with the Momentum method. • PMC is managed and maintained by Deloitte. • At the end of this SOW, PMC will no longer be available to the County.

Figure 3.2-1 Example of Project Management Tool (PMC)

Tool Name	Description
ALM Octane	A Deloitte proprietary 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: • Epics, Features, and User Story Management. • Requirements Management. • Test Management. • Defect Management.
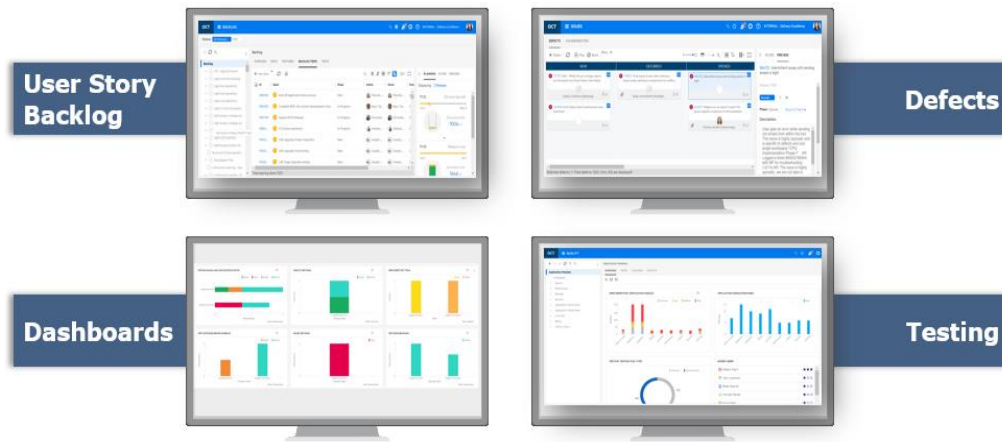
Figure 3.2-2 Example of Octane Tool

Tool Name	Description
ERP Cloud Report Store	• Enables access to a wide variety of prebuilt test reports and analyses. • Expedites the design, development, implementation, and testing of reports. • Provides report visualization that helps business users understand expected results during the requirements phase.
Cloud Insights	• Cloud Insights 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.
OSAM (Oracle Security Administration Manager)	• The proprietary tool used by our application security team members to perform Segregation of Duties (SOD) analysis.
OSCAR (Oracle Cloud Security Accelerator)	• The proprietary tool used by our application security team members to perform security admin activities like user access provisioning, password reset etc. • OSCAR accelerates the build of roles with the help of RPAs.
Predesigned Oracle Security Baseline Repository	• 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)	• 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 can update task status via email. • Provides PMO real time insight into cutover progress and ability track and forecast activities.
Automated Regression Testing	• Deloitte developed an automated regression testing solution that automatically tests the quarterly Oracle Cloud releases and logs defects. • Greatly reduces manual testing effort for Oracle quarterly release. • Increases business user efficiency, allowing business users to focus on value added tasks.

Digital Foundry Services	• Services to validate new Oracle features and releases for DeKalb's Oracle SaaS platform.
Cloud Integration Accelerator (CIA)	• Reduces the effort in building an interface, enforces a common framework, and help to ensure data consistency. • Includes common ready-to-use processes that can be readily leveraged for the identified inbound integrations. • Example: This accelerator contains re-usable integration with PeopleSoft for Employees, Labor Distribution, Labor Commitments, etc.

Table 3.2-1 Project Tools

4. Scope of Services

The below sub-sections include details on the project scope including organization, business process, Oracle application, software development, technical environments, testing, security, change management scope of services. The scope of services is delivered as per the approach and phases outlined in Project method and approach earlier:

- Prepare Phase
- Imagine Phase
- Deliver Phase
- Run Phase

4.1. Business Process Scope

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

Oracle Cloud Financials - General Ledger

Process groups	Processes	Description	Primary Oracle Cloud Module(s)
MF: Manage Accounting and Financial Data	Process Accounting Transactions	Journal entry, allocations, edit, approval and posting to the General Ledger and general Ledger set-up and maintenance activities including chart of account maintenance (example object codes), cross validation rules maintenance, and statistical accounting.	Oracle Cloud Financials – General Ledger
MF: Manage Accounting and Financial Data	Manage Sub Ledger Accounting	Comprises multiple sub ledgers such as project costing, asset management, accounts payable, purchases, accounts receivables, billing, grants, inventory, cash management and contracts. Accounting entries are generated based on transactions in sub-ledgers which are then sent to General Ledger.	Oracle Cloud Financials – General Ledger/Sub Ledger Accounting
MF: Manage Accounting and Financial Data	Perform Closing	Includes the maintenance of the closing calendar and activities involved in closing periods. Period close activities include sub-ledger close, sub-ledger reconciliations, ledger period close, adjustments and Reporting.	Oracle Cloud Financials – General Ledger
MF: Manage Accounting and Financial Data	Budgeting	Load annual fund wise budgets. Track Budget to Actual Variance and Perform Budgetary Control. Track updates to funding budget. Upload and amend projects/grants and capital budgets.	Oracle Cloud Financials – General Ledger

Process groups	Processes	Description	Primary Oracle Cloud Module(s)
MF: Manage Accounting and Financial Data	Perform Year End Closing	Includes activities involved in year-end close including maintenance of adjustment period, rolling balances forward, and calculating fund balance by netting revenues and expenses. At the end of the process, consolidated financial statements for enterprise fund and general fund are generated and reviewed.	Oracle Cloud Financials – General Ledger

Table 4.1-1 General Ledger Process Scope

Oracle Cloud Supplier Management

Process groups	Processes	Description	Primary Oracle Cloud Module(s)
PM: Procure Materials and Services	Maintain Vendor Master	Coordinate with Procurement and Accounts Payable via supplier portal to maintain the vendor master.	Oracle Cloud Purchasing/Supplier Portal
PM: Procure Materials and Services	Process, Approve and Maintain Vendor LSBE (Local Small Business Enterprise) Certifications	Coordinate with vendors who apply for Local Small Business Enterprise and approve and maintain those certifications in Oracle Cloud. Perform LSBE compliance reporting.	Oracle Cloud Supplier Management/Procurement Contracts and Custom Extension

Table 4.1-2 Supplier Process Scope

Oracle Cloud Procurement Contracts

Process groups	Processes	Description	Primary Oracle Cloud Module(s)
PM: Procure Materials and Services	Monitor and Manage Supplier Contracts	Manage supplier contracts through monitoring and updates within the system.	Oracle Cloud Procurement Contracts
PM: Procure Materials and Services	Create Templates	Create template for various type of contracts including Construction, Professional services, Services, Blanket (commodities/goods).	Oracle Cloud Procurement Contracts
PM: Procure Materials and Services	Contract Administration	Contract repository and manage amendments to the contracts.	Oracle Cloud Procurement Contracts

Table 4.1-3 Procurement Contracts Process Scope

Oracle Cloud Self Service Procurement

Process groups	Processes	Description	Primary Oracle Cloud Module(s)
PM: Procure Materials and Services	Requisition Materials and Services	Request materials and services by creating online requisitions and requester change orders including internal and external catalogs.	Oracle Cloud Self Service Procurement
PM: Procure Materials and Services	Purchase Requisition Approvals	Define and manage the approval workflow that purchasing, and capital requisitions will utilize. Apply POETA and key member approval requirements.	Oracle Cloud Self Service Procurement

Table 4.1-4 Self Service Procurement Process Scope

Oracle Cloud Purchasing

Process groups	Processes	Description	Primary Oracle Cloud Module(s)
PM: Procure Materials and Services	Create and Maintain Purchase Orders	Create and maintain different types of purchasing documents (Standard Purchase Orders, Blanket Purchase Agreements and Releases, Contract Purchase Agreements), including complex document styles.	Oracle Cloud Purchasing
PM: Procure Materials and Services	Purchase Materials and Services	Activities related to actual purchase of materials or services. Verify orders for accuracy and transmit to suppliers through a variety of means. Convert requisitions to purchase orders.	Oracle Cloud Purchasing
PM: Procure Materials and Services	Purchase Order Approvals	Define and manage approval workflow for purchase orders and capital purchases. Apply POETA and key member approval requirements.	Oracle Cloud Purchasing
PM: Procure Materials and Services	Receive Material and Services	Creation of receipts/returns/corrections, processing of receipts/returns/corrections, work confirmations and work confirmation approvals in the system for materials and/ or services provided.	Oracle Cloud Purchasing

Table 4.1-5 Purchasing Process Scope

Oracle Cloud Sourcing

Process groups	Processes	Description	Primary Oracle Cloud Module(s)
PM: Procure Materials and Services	Sourcing	Activities related to advertising/publishing negotiations on the web. Creation of Request for Quotation (RFQ), Request for Information (RFI), Invitation to Bid (ITB) and Request for Proposal (RFP) templates for various DeKalb contracts. Convert sourcing events into purchase orders, blanket purchase agreements, or contract purchase agreements.	Oracle Cloud Sourcing

Table 4.1-6 Sourcing Process Scope

Oracle Cloud Financials – Accounts Payable

Process groups	Processes	Description	Primary Oracle Cloud Module(s)
AP: Accounts Payable	Process Invoices	Creation of different types of invoices (Standard, Prepayment, Debit Memo, and Credit Memo) either matched to PO or stand alone. It also includes receiving invoices, approval or rejection of invoices, retainage, and escheatment. Apply POETA and key member approval requirements.	Oracle Cloud Financials – Accounts Payable Oracle Cloud Automated Invoice Processing Oracle Web Center Forms Recognition
AP: Accounts Payable	Process Payments	Defines payment process consisting of checks/positive pay, electronic payments, and transmitting files to the bank, for standard payments, escheatment, complex payments, retainage, and retainage release.	Oracle Cloud Financials – Accounts Payable
AP: Accounts Payable	Manage Matching and Exceptions/Holds	Matching activities and the process for handling matching exceptions and invoice holds (including notifying buyer).	Oracle Cloud Financials – Accounts Payable

Process groups	Processes	Description	Primary Oracle Cloud Module(s)
AP: Accounts Payable	Process 1099/Global Withholding Transactions	Vendor tax withholdings & 1099 reporting processing.	Oracle Cloud Financials – Accounts Payable

Table 4.1-7 Accounts Payable Process Scope

Oracle Cloud Financials - Cash Management

Process groups	Processes	Description	Primary Oracle Cloud Module(s)
CM: Manage Cash and Investments	Establish/Maintain Bank Accounts and Structure	Maintain bank and bank accounts master data.	Oracle Cloud Financials – Cash Management
CM: Manage Cash and Investments	Receive Bank Statements	This process consists of management and processing of bank statements. Manage internal bank accounts fund transfer with necessary approvals. Able to forecast cash and view daily cash position.	Oracle Cloud Financials – Cash Management
CM: Manage Cash and Investments	Reconcile Bank and Trust Balances	This process consists of the reconciliation of bank statements with the payments, receipts, and payroll transactions.	Oracle Cloud Financials – Cash Management

Table 4.1-8 Cash Management Process Scope

Oracle Cloud Financials - Asset Management

Process groups	Processes	Description	Primary Oracle Cloud Module(s)
PE: Perform Fixed Asset Accounting	Acquire Asset	Recorded in the Asset Management module. The assets can be originated from the Purchasing/Accounts Payables module in case of Purchases, from the project Costing module in case of CIP or directly in the Asset Management module.	Oracle Cloud Financials – Asset Management
PE: Perform Fixed Asset Accounting	Maintain Fixed Asset	Changes to the existing assets in the Asset Management system including adjustments, asset transfers, re-categorization, revaluation of assets, and asset impairment. Maintain Assets also includes process for performing and reconciling inventory.	Oracle Cloud Financials – Asset Management
PE: Perform Fixed Asset Accounting	Retire Fixed Asset	Activities for performing auto, manual, and mass retirement of assets. In addition, the process flow consists of reinstatement of assets which is used when a retirement transaction requires a reversal.	Oracle Cloud Financials – Asset Management
PE: Perform Fixed Asset Accounting	Depreciate Fixed Asset	Activities involved in depreciating assets and creating the proper asset accounting entries.	Oracle Cloud Financials – Asset Management

Table 4.1-9 Asset Management Process Scope

Oracle Cloud Financials - Accounts Receivable

Process groups	Processes	Description	Primary Oracle Cloud Module(s)
AR: Collect Revenue and Manage Receivables	Administer Customer Information Intake	Setup and manage customers, customer accounts, Bill to sites.	Oracle Cloud Financials – Accounts Receivable
AR: Collect Revenue and Manage Receivables	Compute and Issue Invoices/Statements	Manage billing and printing of Invoices.	Oracle Cloud Financials – Accounts Receivable
AR: Collect Revenue and Manage Receivables	Process Receipts	Manage receipts or miscellaneous receipt collection and applying it to billing invoices. This includes managing aging of receivables as well as customer use of self-service of invoicing, payments and updating payment methods.	Oracle Cloud Financials – Accounts Receivable/Bill Management

Table 4.1-10 Accounts Receivables Process Scope

Oracle Cloud Grants

Process groups	Processes	Description	Primary Oracle Cloud Module(s)
PC: Manage Grants	Establish Grant Award	Creation of Award types, templates, and purpose code. Fund multiple Projects and vice versa.	Oracle Cloud Grants
PC: Manage Grants	Perform Grants Accounting	Grants performance monitoring. Perform grants accounting. Upload and amend projects/grants and capital budgets.	Oracle Cloud Grants

Table 4.1-11 Grants Process Scope

Oracle Cloud Projects

Process groups	Processes	Description	Primary Oracle Cloud Module(s)
PC: Manage Capital Projects	Manage projects	Setup and manage capital projects, Consent Decree projects, task, and expenditure.	Oracle Cloud Project Financials
PC: Manage Capital Projects	Project Billing	Generate Invoice and Transfer to AR. Recognize revenue against project invoices.	Oracle Cloud Project Financials
PC: Manage Capital Projects	Close project	Close out the project and capitalize assets. Perform Asset transfer to fixed assets.	Oracle Cloud Project Financials
PC: Manage Capital Projects	Monitor project	Monitor project performance against budget (as in project Costing module) and operation metrics.	Oracle Cloud Project Financials
PC: Manage Projects	Manage projects	Setup and manage non-capital projects, tasks, and expenditure.	Oracle Cloud Project Financials

Process groups	Processes	Description	Primary Oracle Cloud Module(s)
PC: Manage Capital Projects	Project Billing	Generate Invoice and Transfer to AR. Recognize revenue against project invoices.	Oracle Cloud Project Financials
PC: Manage Projects	Close project	Close out the projects.	Oracle Cloud Project Financials
PC: Manage Projects	Monitor project	Monitor project performance against budget (as in project Costing module) and operation metrics.	Oracle Cloud Project Financials
PC: Manage Projects	Labor Cost	Labor Cost Distribution from Payroll/Kronos to Projects.	Oracle Cloud Project Financials

Table 4.1-12 Projects Process Scope

Oracle Cloud Expenses

Process groups	Processes	Description	Primary Oracle Cloud Module(s)
EX: Travel and Expenses	Manage Employee Data	Maintain employee profiles as related to maintain travel and expense processing and maintain expense approvers.	Oracle Cloud Expenses
EX: Travel and Expenses	Manage Authorizations and Advances	Manage expense related authorizations and advances. Apply POETA and key member approval requirements.	Oracle Cloud Expenses
EX: Travel and Expenses	Manage Expenses	Enter and managed expense reports. Apply POETA and key member approval requirements.	Oracle Cloud Expenses
EX: Travel and Expenses	Manage Expense Accounting	Post liabilities, payments and adjustments related to expense reporting.	Oracle Cloud Expenses

Table 4.1-13 Expenses Process Scope

Oracle Mobile Applications

Process groups	Processes	Description	Primary Oracle Cloud Module(s)
MA: Mobile Applications	Procurement	Mobile applications include mobile approvals.	Oracle Cloud Procurement
MA: Mobile Applications	Expenses	Mobile applications covering expense approval.	Oracle Cloud Financials (Expenses)

Oracle Cloud Inventory

Process groups	Processes	Description	Primary Oracle Cloud Module(s)
IV: Manage Inventory	Maintain Items	Create and maintain inventory items/products/categories.	Oracle Cloud Inventory
IV: Manage Inventory	Maintain Warehouse/Inventory Organizations	Create and maintain inventory organization and sub inventories.	Oracle Cloud Inventory

Table 4.1-14 Inventory Process Scope

4.2. Oracle Application Scope

Moving to software as a service, SAAS, also known as a "cloud" solution, requires shifting to an adoption mindset. The project will promote adoption of standard application functionality in lieu of system customizations. Deloitte will assist the County in assessing the existing business processes, configurations, extensions, and will provide recommendations that would simplify and automate the overall cloud solution while meeting business requirements.

From the design sessions during the Imagine Phase:

- Existing integrations, reports, extensions and/or customizations may drive decisions regarding configuration design of the Oracle/Cloud system.
- Existing integrations, reports, extensions and/or customizations may be eliminated with a policy or process change, or with application standard functionality.

Deloitte proposes the following Oracle Application scope that will be needed (in addition to integrations) to support the scope of services described in the SOW. Additional functionalities like approvals management and personalization come along with the Oracle Cloud. The below list will be finalized during the Imagine and Deliver phase.

- Oracle Cloud Financials
- Oracle Project & Grants Management
- Oracle Cloud Procurement
    - o Oracle Business Network
- Oracle Supplier Management
    - o Identity Cloud Services (IDCS) for iSupplier
- Oracle Supply Chain Management (Inventory only)

Additional Non – Oracle Products

Deloitte will work with the County to build and test necessary integrations between CV360 and following third party systems:

1. LSBE*
2. Hubspan*
3. Enquesta
4. Synergen/City Works

5. GOVQA

6. C-PAK

7. Banks for Payments, statements, and P-Card transactions

8. Workers Compensation

9. FASTER

* might go away with cloud solution and standard integrations

The County will be responsible for engaging the third-party vendors for communications, testing, cutover, and go-live.

The County will proactively assess impact of any third-party applications, such as upgrades/product release etc., in advance and let the Deloitte team know during Imagine phase for better planning of the project schedule from the technical perspective.

4.3. Implementation Scope

4.3.1. Software Development Scope

The following table lists the software development objects that will be provided in the Services.

Object Type	Simple	Medium	Complex	Very Complex	Total
Interfaces	8	14	4	2	28
Reports	11	39	21	4	75
Conversions	7	22	4	1	34
Extensions	0	3	2	1	6**
Alerts	25	0	0	0	25
Total	51	78	31	8	168

Table 4.3.1-1 Software Development Scope
**Deloitte will work with the County on determining the feasibility of building the identified extensions in Cloud during the imagine phase.

Any changes to the scope listed above will go through the change request process as described in **Appendix 4**.

4.4.2. Interface Scope

During the Imagine phase, Deloitte will prepare an integration strategy document to provide an approach and details of data exchange to the County's Vendors and to the 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 Oracle PaaS tool (Oracle Integration Cloud) to be in place prior to commencing the project to facilitate file movement, delivery, and transformation. SFTP will be used to transmit files between Oracle and third-party applications.

A more detailed review of the County requirements will take place in the Imagine phase. 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.	DeKalb Workers Compensation Inbound FTP
2.	DeKalb Workers Compensation Outbound FTP
3.	DeKalb Hubspan AP Import Office Depot Invoices**
4.	DeKalb Hubspan AP Import Grainger Invoices**
5.	DeKalb Hubspan AP Import Dell Invoices**
6.	DeKalb Hubspan AP Import Home Depot Invoices**
7.	DeKalb C-PAK Payables to Oracle Payables - Inbound
8.	DeKalb Positive Pay
9.	DeKalb HCM Payroll to Grants Interface
10.	DeKalb LSBE Incremental Extract for the Master Supplier List*
11.	DeKalb LSBE Incremental Supplier NIGP Codes Extract*
12.	DeKalb LSBE Incremental Active Contracts Extract*
13.	DeKalb LSBE Monthly Extract for Contract Payments*
14.	DeKalb FASTER Requisition Import Set
15.	DeKalb Synergen Requisition Import Set
16.	DeKalb Synergen Receiving Transactions Interface Set
17.	DeKalb Inventory Items Extract
18.	DeKalb Blanket/Contract PO Information Extract
19.	DeKalb Supplier Information Extract
20.	DeKalb Synergen PO/Release Information Extract
21.	DeKalb ENQUESTA to Oracle GL Interface
22.	DeKalb ENQUESTA to Oracle AR Interface
23.	DeKalb ENQUESTA to Oracle AP Interface
24.	IPS/Hansen AR Interface
25.	DeKalb CARES/Toilet Retrofit Rebate Oracle AP Interface
26.	DeKalb ACH Outbound
27.	DeKalb HSN Ownerships Interface
28.	DeKalb GOVQA to Oracle AR Interface

Table 4.3.2-1 Interface List
* Might go away due to LSBE Extension implementation
**Hubspan integration may go away with use of standard integrations

4.3.3. Reporting Scope

During the Imagine phase, Deloitte will work with the County to create a reporting strategy to meet your reporting requirements. Instead of re-creating all existing reports, Deloitte will identify the reports most appropriate to meet the 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 the County's reporting complexity, size, and scope, Deloitte assumes there will be opportunities to eliminate unnecessary or underutilized reports, combine reports where possible, and eliminate reports in favor of online queries, standard out-of-the-box reports, or work queues. All reports will be evaluated to be compliant with filters such as POETA, Fund, Cost Center (Department).
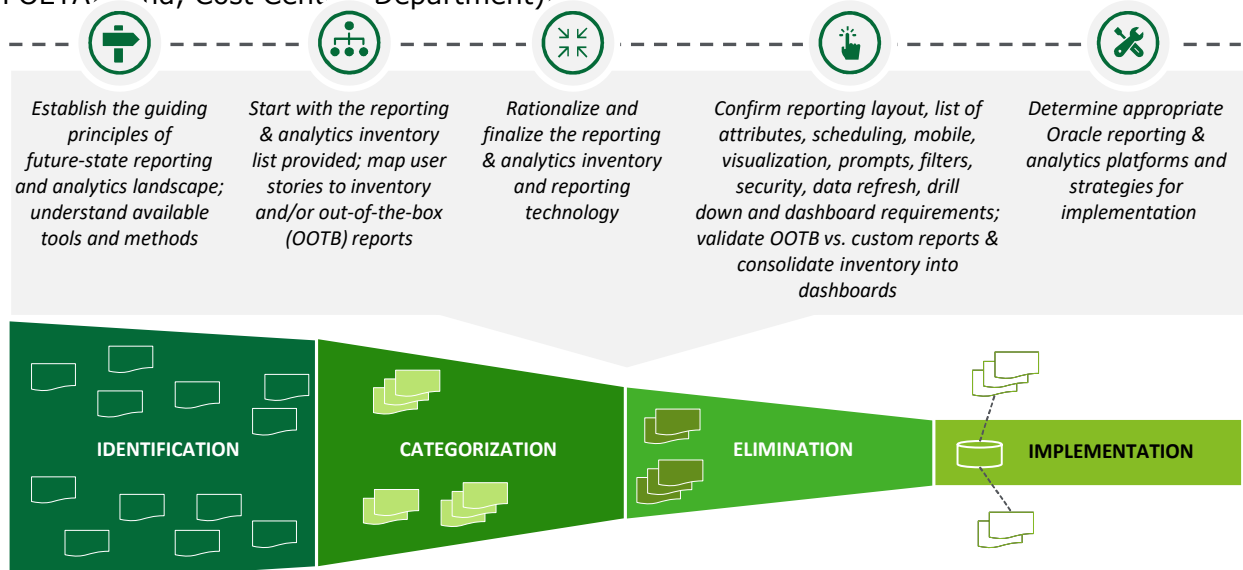

Establish the guiding principles of future-state reporting and analytics landscape; understand available tools and methods

Start with the reporting & analytics inventory list provided; map user stories to inventory and/or out-of-the-box (OOTB) reports

Rationalize and finalize the reporting & analytics inventory and reporting technology

Confirm reporting layout, list of attributes, scheduling, mobile, visualization, prompts, filters, security, data refresh, drill down and dashboard requirements; validate OOTB vs. custom reports & consolidate inventory into dashboards

Determine appropriate Oracle reporting & analytics platforms and strategies for implementation

IDENTIFICATION   CATEGORIZATION   ELIMINATION   IMPLEMENTATION

Figure 4.3.3-1 Technical Environments

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

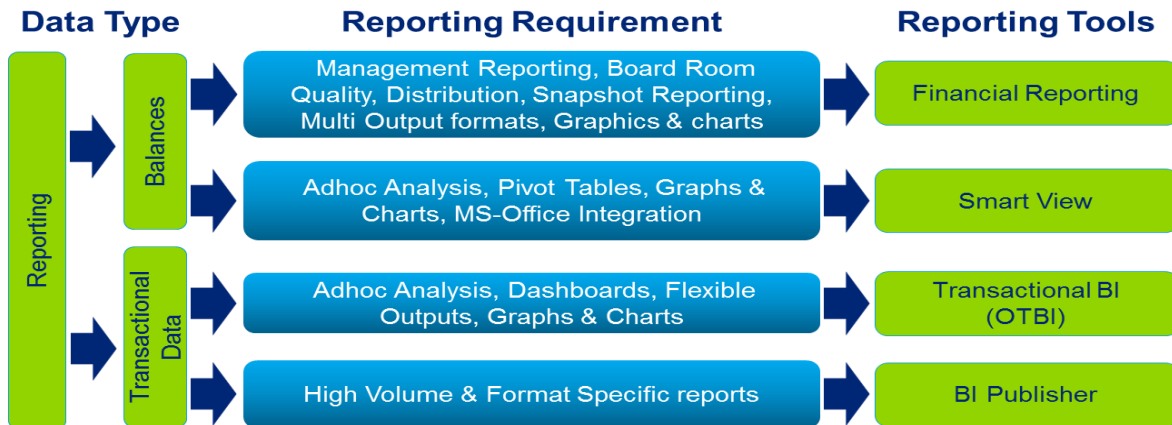| Data Type	Reporting Requirement	Reporting Tools
Reporting → Balances	Management Reporting, Board Room Quality, Distribution, Snapshot Reporting, Multi Output formats, Graphics & charts	Financial Reporting
	Adhoc Analysis, Pivot Tables, Graphs & Charts, MS-Office Integration	Smart View
Transactional Data	Adhoc Analysis, Dashboards, Flexible Outputs, Graphs & Charts	Transactional BI (OTBI)
	High Volume & Format Specific reports	BI Publisher

Figure 4.3.3-2 Reporting Tools

The table below summarizes the two new reporting tools that can be leveraged from Oracle Finance. Note that the User Group is the "typical" user for the reporting tool as additional uses may be identified across user groups.

Reporting Tool	Tool Description	Selection Criteria	User Groups
Financial Reporting Studio (FRS)	• Financial Reporting Studio (FRS) allows users to create production quality and highly formatted reports for management reporting using data from GL Essbase cubes in Cloud ERP.	• For building boardroom financial reports like income statement and balance sheet reports.	• Highly formatted delivered reports for management and external reporting. • Created by developers or technically proficient Power Users.
Smart View	• Smart View is an Excel add-in that must be loaded to each client terminal. • Using Smart View, you can view, import, manipulate, distribute, and share data in Microsoft Excel, Word, and PowerPoint interfaces.	• For real-time Ad hoc reporting on GL balances and for "slicing and dicing" GL balances across COA hierarchy levels.	• End-user Self Service report accessed through MS plug-in.

Table 4.3.3-1 Reporting Tools

The reporting scope of services as per this SOW includes up to 75 custom reports (BI Publisher, and FRS) and 25 alerts to be developed within Oracle. Below is the breakdown of the reporting scope per reporting tool and complexity.

Reporting Type	Simple	Medium	Complex	Very Complex	Grand Total
BI Publisher	11	33	12	1	57
FRS	0	6	9	3	18
Alerts	25	0	0	0	25
Totals	**36**	**39**	**21**	**4**	**100**

Table 4.3.3-2 Reporting Scope Breakdown

4.3.4. Conversion Scope

Data conversions in Oracle Cloud implementations are an iterative activity, with progressively lower error levels following each round of conversion. Automated validation routines enable quality reporting following each conversion. In collaboration with the County, Deloitte will document the detailed conversion steps. The County will be responsible for provisioning appropriate EBS instance and data access. Deloitte will be responsible for all technical development of data extract and transformation, and technical documentation related to mappings and/or derivations to put 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 will work with the 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. The County will be responsible for correcting any data records in legacy systems.

Deloitte will perform a minimum of six mock conversions during the implementation besides the final conversion during cutover.

Deloitte will assist the County to identify any manual conversions that will be required as part of the conversion strategy. Deloitte will further assist in creating sample manual conversions in the non-production environment for testing and validation purposes only. However, the County will be responsible for executing manual conversions on Oracle Cloud Production environment. In addition, the 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.

During Imagine phase, Deloitte will present leading practices on the conversion entities scope and criteria and will work with the County to finalize the same in the phase. This includes data entities, number of years, type of transactions, attachments etc. It is recommended to bring over only open transactions as closed transactions which are already accounted for in EBS may create an impact for data reconciliation. Necessary transaction attachments will also be reviewed and finalized and is part of scope for conversion. It is assumed that County's existing EBS system will be ready in read-only mode and accessible for data queries post go live.

If the conversion scope changes from the below based on the County's decision, Deloitte will assess the impact to the project timeline, resources, pricing, etc., and process any scope change via a Change Order described in **Appendix 4** of this SOW.

Below is the listed scope for conversion by data objects:

Conversion List – Cloud

#	Function	Conversion Description	Criteria for Conversion
1.	Accounts Receivable	Customers	All active customers with transactions (invoices or receipts) in the Current + Last 2 fiscal years from go-live.
2.	Accounts Receivable	Invoices*	All open invoices with net open balances (partially paid or fully unpaid) as of the entire previous fiscal year, due to Grants funds.
3.	Accounts Receivable	Receipts*	All un-applied, on account or partially applied as of the entire previous fiscal year, due to Grants funds.
4.	General Ledger	Balances	Opening balance for all accounts for FY2024. Monthly (PTD) balances for FY 2021 until go-live period of 2024. Overall minimum 3 fiscal years.
5.	General Ledger	Journal Entries	All journal entries for current and previous 2 fiscal years**.
6.	Budgets	Budgets	Load the yearly Adopted Budget for last 3 fiscal years including current year. Load the Dekalb Budget (amended) monthly (PTD) entries for last 3 fiscal years and up to period prior to go-live. Load the Encumbrance journal entries for each period prior to go-live for current fiscal year. These encumbrance journal entries for the current fiscal year will have closed requisitions, purchase orders, and invoices number referenced at line level to assist with reconciliation.
7.	Fixed Assets	Assets (MAB & FAB)*	All active assets in current book put to use as of 1/1/2023 and as of last open period end.
8.	Fixed Assets	Depreciation	Accumulated depreciation for FAB for converted assets.
9.	Fixed Assets	Asset Location	All asset locations.
10.	Fixed Assets	Asset Key	Asset key details tied to the project.
11.	Projects & Grants	Projects	All active capital and non-capital projects included expired projects with funds available as well as Projects opened in the current fiscal year.
12.	Projects & Grants	Tasks	All tasks on converted projects.
13.	Projects & Grants	Transactions	Inception-to-date Costs/Expenditures on converted project tasks.
14.	Projects & Grants	Revenue	Inception-to-date Revenue on converted projects/awards.

#	Function	Conversion Description	Criteria for Conversion
15.	Projects & Grants	Project Invoices	Inception-to-date Invoices on converted projects/awards as of last open period-end (go-live month).
16.	Projects & Grants	Contracts/Awards	All contracts on converted projects/awards.
17.	Projects & Grants	Budgets/Forecasts	All budgets and budget lines for converted projects and awards (baseline and current versions).
18.	Projects & Grants	Rate Schedules	Rate Schedules (Cost Schedules and Billing Schedules) of all non-labor and labor resources.
19.	Projects & Grants	Non-Labor Resources	All Non-Labor Resources which will exist on cost schedules and project transactions.
20.	Projects & Grants	Capital Projects CIP	All CIP on converted capital projects.
21.	Projects & Grants	Transaction Controls	Load transaction controls on all active capital and non-capital projects, including expired projects with funds available.
22.	Labor Distribution	Labor Schedules	All labor schedules for project employees.
23.	Cash Management	Internal Banks, Bank Accounts and Bank Statements	All active internal banks, branches, and bank accounts. All Bank statements not loaded in EBS during the black-out period. The first Bank Statement for each bank must be entered with the proper begin balance so all future balances calculate correctly.
24.	Suppliers	Suppliers, Supplier Sites, Supplier Details, Supplier User Account, and Supplier Attachments	All active suppliers (including all suppliers registered in the supplier portal). All active LSBE suppliers.
25.	Suppliers	Supplier Banks	All active supplier banks. All alternate account owners.
26.	Suppliers	Supplier NIGP Codes	NIGP for all active suppliers. Supplier invitation list will be configured manually based on the NIGP codes / Supplier lists.
27.	Purchasing	Contracts	All open and closed contracts for the current fiscal year.
28.	Purchasing	Requisition*	All open requisitions.
29.	Purchasing	Purchase Order (PO)*	All open purchase orders and purchase order lines as of go-live.
30.	Purchasing	Receipts*	All open receipts associated to open purchase order.
31.	Accounts Payable	Invoices*	All open and partially paid invoices. This will include 1099 for the current year.
32.	Accounts Payable	Unreconciled Payments	All due vendor payments are expected to be completed in EBS before final conversion during cutover. However, any unreconciled (with bank statements) payments will be converted as external transactions for bank statement reconciliation.
33.	Inventory	Items	All Active Inventory Items.
34.	Inventory	Categories/Catalogs	All Active Item categories and catalogs.

Table 4.3.4-1 Conversion Scope

* Closed transactions are already accounted and transferred to GL in EBS, and it may create significant impact in the Conversion reconciliation. Deloitte understands that the County has a desire to bring over closed transactions for the current fiscal year. If closed transactions for the current or previous fiscal years are required to be converted, it may result in a change order.

** EBS will be the source for previous years journal entries, and it is assumed they are available after go-live. Pros and Cons of more than 1 year journals conversion would be discussed during the Imagine phase. As previous year balances are already being converted goal would be to limit journals to current fiscal year.

4.3.5. Technical Environments

The County will procure the necessary licenses directly from Oracle. Oracle will provision the County with necessary number of environments (PODS) with the current upgraded version/release. Deloitte will need five PODS to support implementation services as outlined in the table below:

POD	Name	Project Use
Production	PROD	This environment is expected to be live. This will be used for P2T copies for initial phases.
Development	DEV	Used for coding reports and interfaces.
Conversion	CONV	Conversion environment used by Deloitte for running conversions into Oracle and performing validations of converted data.
Test	TEST/Training	Used as the main test environment for system integration testing, and user acceptance testing.
Functional	FUN	Used for performing functional prototyping/configuring Proof of Concepts (POC).

Table 4.3.5-1 Technical Environments

Deloitte will work with the County to determine an environment plan in conjunction with CV360 support to minimize any operational disruptions and facilitate a project plan for financials implementation. Deloitte will assist the County via Oracle service request to address performance issues with Oracle. However, Oracle is responsible for SaaS application performance.

4.4. Testing Approach and Scope

Our disciplined testing approach allows the County to confirm that the Oracle Cloud solution meets the County's user stories, and business requirements as documented during the Imagine phase. Apart from the testing and validation of user stories, the different testing events that will be conducted in the Deliver phase include:
- Unit Testing
- System Integration Testing (SIT) including End-to-End Testing
- Rehearsal/User Acceptance Testing
- Regression Testing of Quarterly Updates

Deloitte's comprehensive testing approach is detailed below:

Unit Testing

We start testing with unit testing, which is used to highlight and confirm the baseline capabilities of the technology solution and confirm that it meets the business needs. Unit testing encompasses three major areas, Configuration Unit Testing (CUT), Functional Unit Testing (FUT), and Technical Unit Testing (TUT), all of which are described in more detail in the bullets below. Unit testing confirms the RICE (technical objects such as interfaces, reports, conversions, and extensions) were developed in accordance with the business logic contained within the Lean Specification (Functional and Technical document for reports, interfaces, conversions, and extensions). A unit test is highly iterative, involves rapid code modifications, and requires little or no rigor around configuration management. Both positive and negative testing should be performed for critical functionality. Validation within the Sprints commences when User Stories meet the Definition of Ready after the code is developed.

- **CUT** validates that individual system components (transactions) fulfill the configuration user stories. Functional members of the sprint team will conduct

Configuration Unit Testing. This testing is performed by Deloitte Team Leads under the guidance of the County's counterparts to confirm a mutual understanding of performance.

- **TUT** validates that individual software development objects (i.e., RICE) that were developed during the sprint are developed in accordance with the requirements in their respective lean specification. The development members of the sprint team are responsible for TUT efforts during the sprints. TUT occurs prior to the object being delivered for FUT.

- **FUT** validates that individual software development objects (RICE) are developed in accordance with the requirements in their respective lean specification. The functional members of the sprint team are responsible for FUT efforts during the sprints.

System Integration Testing (SIT)

SIT testing will focus on validating end-to-end business processes and upstream and downstream interface files, the communications channels between the County's Oracle Cloud solution and peripheral systems, both internal and external, will also be tested using production-size data volumes. SIT includes the following areas within end-to-end scenarios:

- Transactions

- Approval Workflows

- Reports

- Integrations to/from Boundary Applications and Integrations to/from 3rd Party Vendors

- Application Security Roles

- Personalization's/Extensions

- Oracle Mobile applications

Deloitte Consulting will work with the 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 is defined to determine readiness for a test phase to begin. Defect categories and severity serve as the basis of test reporting and the criteria for exiting test cycles. Exit criteria is validated against the desired results of each test cycle to formally complete the test cycle. The exit criteria define the acceptable test case percentage completion and category/severity of defects unresolved for each cycle.

Our approach includes two System Integration test cycles to evaluate the application's ability to meet incremental system complexity. As part of our testing approach, Deloitte will utilize their testing repository of predeveloped state and local government specific test scripts. These scripts will act as a guide during each testing cycle. Deloitte will work with the County to identify scripts that align with the project needs.

Each cycle tests a set of business scenarios, beginning with common scenarios, and progressing to less common scenarios. Two test cycles allow users to confirm that defects fixed in the first iteration are resolved and do not negatively affect other scenarios or subsequent iterations. Below are the overall objectives of the SIT cycles:

- Obtain a reasonable level of confirmation of the Oracle Cloud system processes and converted data.

- Perform an end-to-end test of the business processes including inbound integrations, delivered, and developed reports, and outbound interfaces.

Integration's testing will include third party applications to send data to Oracle and consume data from Oracle.

- Evaluate system variances and future impacts to employees and develop finalized communications plans in alignment with leadership team.

Rehearsal (User Acceptance Testing)

Rehearsal Testing is performed as the team prepares CV360 for deployment. Also, this activity focuses on simulating the tasks needed to cutover to CV360, including the tools used at go-live. During this testing phase, the Data Migration team will conduct a final mock data migration 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.

Below are the objectives of Rehearsal (UAT):

- Test the full solution that will be executed and confirmed by the County's business owners prioritizing 'day-in-the-life' business scenarios and processes

- Perform an end-to-end test of inbound integrations, delivered, and developed reports, and outbound interfaces.

- 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.

Deloitte will assist the County testers to execute the test scripts. Deloitte will also train the County's SMEs before the UAT cycle begins, to run the test cycle and to assist other testers.

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, the 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 will be executed per the various testing phases.

Test type	# of cycles	# of weeks per cycle	Data
Unit*	N/A	N/A	Configurations, interfaces, reports, and personalization's built with accompanying documentation for each sprint
System Integration Testing (SIT)	2	6	Converted production data and "day in the life" user created data required to support end to end testing scenarios (including month end and year end)
User Acceptance Testing (UAT)/Rehearsal	1	6	Converted production data and "day in the life" user created data required to support end to end testing scenarios (including month end and year end)
Quarterly Regression Testing	1	N/A	Production data

Table 4.4-1 Testing Scope
*Unit Testing will be performed during the sprint phases

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4.5. Application Security Scope

The following is the application security scope of Deloitte services. The County will provide detailed requirements for these areas. Deloitte 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
Oracle Cloud Application Security	1. Design a maximum of 60 custom job roles which are Segregation of Duties (SOD) compliant for Oracle Cloud in scope modules. Gather and perform fit-gap analysis on the application functional & data security requirements for the Oracle Cloud modules in scope. 2. Design, build, unit test and deploy the agreed upon custom job roles. 3. Provide security support during System Integration testing cycle and user acceptance testing cycle.
Oracle Supplier Authentication Using IDCS	1. Design and perform initial configuration in Oracle Identity Cloud Services (IDCS) for supplier authentication.

Table 4.5-1 Application Security Scope

5.   Organizational Change Management (OCM)

5.1 Approach and Scope

Organizational change management in the Imagine phase focuses on an approach to design that concentrates on understanding people, their journeys, and the pivotal moments within those journeys. Deloitte will work with the County's Change Management Resources (CMR's) and key stakeholders to outline the change imperative so there is alignment around the change being implemented. Deloitte and the County will work together to establish an overall organizational **change management strategy** for mobilizing and guiding the County's organizational change management activities across each stage of the project life cycle.
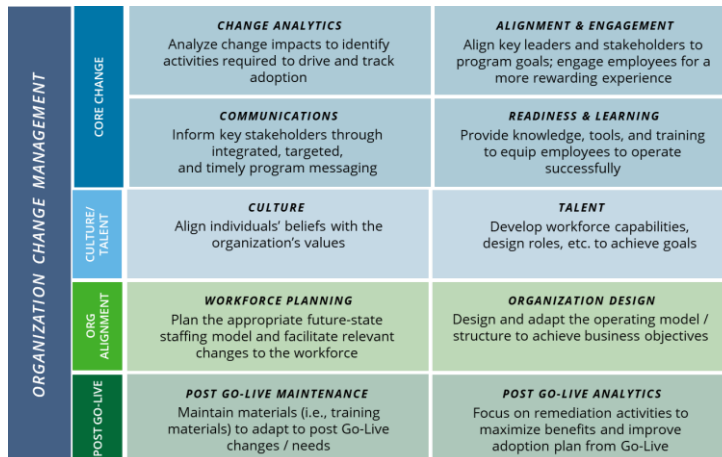

Figure 5.1-1 Change Management Approach

5.1.1 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 County's employees committed to driving the project forward.

A critical component of stakeholder engagement and involvement is the initial planning and development of a **stakeholder analysis and approach**, which includes defining unique stakeholder personas to depict the key workforce segments and design a future state that fits the needs of each impacted community. Deloitte creates an inventory of prioritized customer journeys that highlight user experience milestones and identify specific moments that matter for each persona that most impact the overall customer experience.

In addition to a segmented workforce engagement and action planning, our approach focuses on involving the 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.

5.1.2 Engaging Subject Matter Experts

The County's project will require active participation of the County subject matter experts (SMEs) in the process design workshops. The County will be responsible to identify the SMEs at the project initiation stage. As the project transitions into the Deliver phase, the engagement plan is updated to focus on specific responsibilities. Creation of a forum, led by the 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.

5.1.3 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 phase to the Deliver phase, Deloitte will work with the County's project leadership and business/functional leadership to develop and deploy a comprehensive super user program that will assist end users with adoption of the new solution by supporting training and providing post-implementation support to their colleagues.

5.1.4 Engaging Change Agents

The 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 the 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, Deloitte will support the CMR's 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. The networks will also serve to relay information about the project to stakeholders and served as a 2-way communication channel for stakeholders to channel questions and concerns back to the project.

5.1.5 Change Readiness and Adoption

The change readiness assessment focuses on several 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. Analysis of this change readiness assessment will allow the team to adjust implementation activities to focus on the needs of end users in preparation for project go-live.

5.1.6 Communications

Whether through email, websites, meetings, or social media, communication is essential to adoption. A targeted communications program keeps the 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. In creating a **communication plan**, Deloitte uses a six-step approach to develop and deliver the right messages to the right audiences at the right time.

In addition to the 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 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.) Combining traditional methods with modern techniques to increase overall communications enables outreach and create an environment for collaboration, pro-active engagement, and organizational change.
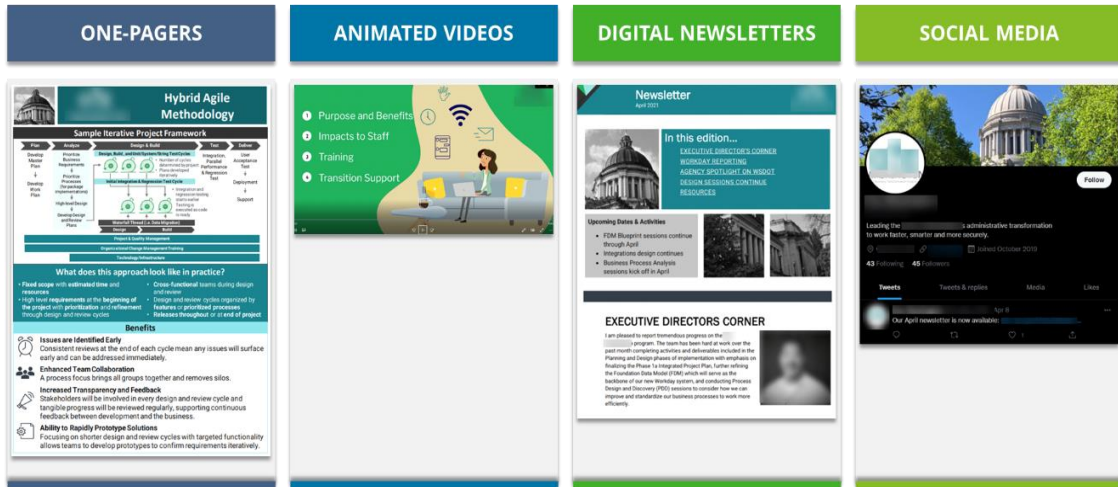
Figure 5.1.6-1 Sample Communications Materials

5.1.7 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. Deloitte 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 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. Deloitte will use a blend of qualitative and quantitative questions to see how stakeholder attitudes and perceptions change over time. This change impact assessment will help drive the training strategy and how the project engages and interacts with end users to mitigate the change.

5.1.8 Role Mapping

Deloitte will assist the County in mapping current and future state business roles, which are defined as part of the business process design. The results will be used to align the 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.

5.1.9 Training Strategy

Deloitte will assess the County's training needs during Imagine phase to develop a training strategy. Deloitte will work directly with the County Change Management lead to map out a training approach and timeline to support the needs of the County project team and end-user community. Collaboration with the County is key in Imagine Phase, and throughout the implementation, and will provide valuable lessons learned from other 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 the County's specific needs, Deloitte will begin assessing internal/external training needs or gaps and change impacts during the initial project phase. Deloitte 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 continued collaboration, Deloitte will work with the 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**
• Key strategic and process "change" message and sponsors • Business processes • Business units and functions/modules • Geographies	• Organizational learning goals and objectives • Training technology (webcast, social media, MS, etc.) • Courseware standards and authoring tools • Physical infrastructure (facilities, classrooms, etc.)	• Executives • Process owners • Business functions and site leaders • Super users • Managers • End Users • Vendors • Suppliers	• Content needs (training, communication, documentation) • Delivery mechanisms and media • Reusable components • Business unit localization	• Go Live readiness assessment • Content distribution • Content maintenance

Figure 5.1.9-1 Training Assessment Area of Focus

Additionally, Deloitte will work with the County to identify where Deloitte trainers can also support training for end users. A train-the-trainer program will help the County with the speed of training, but it is critical that Deloitte is a constant with the County during training deployment to provide the consistency and gold standard for training for each session.

As with any training initiative, there are critical training activities that increase the success of end user training. They include developing the curriculum and courseware.

Developing the End-User Curriculum

The curriculum identifies the courses to be developed and delivered including associated description, objectives, duration, delivery mode, prerequisites, and target audiences. In addition, a 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.

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Developing the End-User Training Curriculum

The end-user training approach and curriculum will establish a framework for the courseware development standards and the review/sign-off processes.

Deloitte resources will need to work closely with the 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 and will include learning pedagogy best practices to improve quality of teaching and helping learners gain a deeper grasp of the material. The quality review process is critical to the success of the training development effort. The 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.

Utilizing a Training Environment

To facilitate transfer of learning to the work environment, the County's end-users must be trained on a "view" of the Oracle Cloud systems that closely mirrors the production system. The 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. This requires data preparation and staging to ensure that the training landscape closely mirrors production and users can practice in the system.

Creating a Training Schedule and Logistics Plan

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

Developing Learning Support Materials

All training materials, job aids, and quick reference guides will be developed with the end user in mind. Additionally, any guided user training videos in MP4 format can be used for an intranet/internet training site and/or project YouTube channel for consumption. Deloitte will also develop videos around the following topics: Expense Module, Supplier Portal, and Self-Service Requisitioning). As we develop our materials, Deloitte will provide the appropriate SCOMR package to integrate training content into Dekalb's Learning Management System. Additionally, Deloitte will provide developed training materials to the County in a timely manner, so it can be added to Oracle Guided Learning.

6. Project Governance

Deloitte will assist the County's leadership in maintaining a robust governance structure to allow for strategic, operational, and potentially tactical decisions made for the success of the program. These areas consist assisting in the program governance structure, escalation process, change control process, meeting cadence, management of project risks, actions, and decisions. The PMO will be central to assisting the County's leadership by providing the background information required for decision-making.
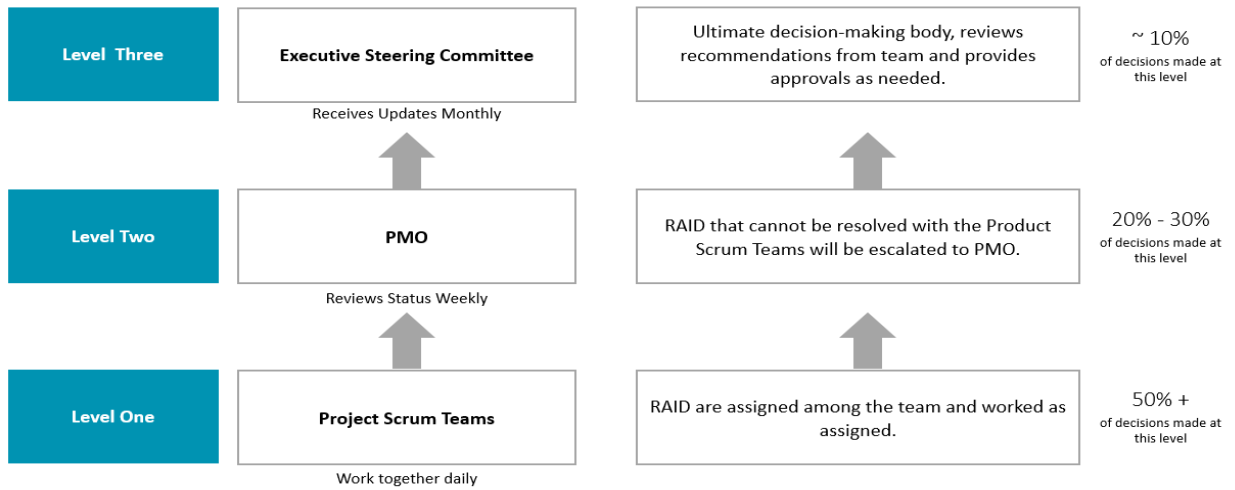
Figure 6-1 Project Governance

6.1. Project Meeting Cadence

Deloitte will work with the County to establish effective communication pathways. This will include the following meeting cadence.

Name	Description	Cadence
Executive Steering Committee	• Executive summary/portfolio overview of project health, escalated risks, and issues, • Ratifies significant project decisions. • Drive business performance ownership to all areas of the business.	Monthly
PMO/ Stakeholders	• Review the progress of project activities. • Provide guidance to the project about escalated risks, issues, and change requests that could impact project objectives. • Prioritize the work Queue.	Weekly
Project Scrum Team	• Drive business performance ownership to all areas of the business.	Adhoc

Table 6.1-1 Meeting Cadence

6.2. Project Quality Management

Deloitte's quality assurance processes are focused on transparency and early detection to help confirm that our services are provided on time, on budget, and with high quality. Our processes and project management components manage time/schedule, budget, and quality issues through the following: Progress Monitoring, Project Reporting, Risk and Issue Management, and Application testing.

Deloitte is committed to the project success throughout this implementation and beyond. As such, Deloitte will provide two executive level personnel to fulfill the role of the Leadership Team, one being the key position for Lead Engagement Director, and the other as the Quality Assurance (QA) Lead. This team will work with the Deloitte project manager and the County project sponsor to identify and address any risk and quality issues.

7. High-Level Estimated Implementation Timeline

Deloitte will follow a single phased implementation approach. This engagement is estimated to take approximately 18 months, 15 months plus 90-day hypercare. Any deviation to the agreed upon timeline may impact the scope of services and may invoke the change order process. Below is an overview of the proposed project timeline.
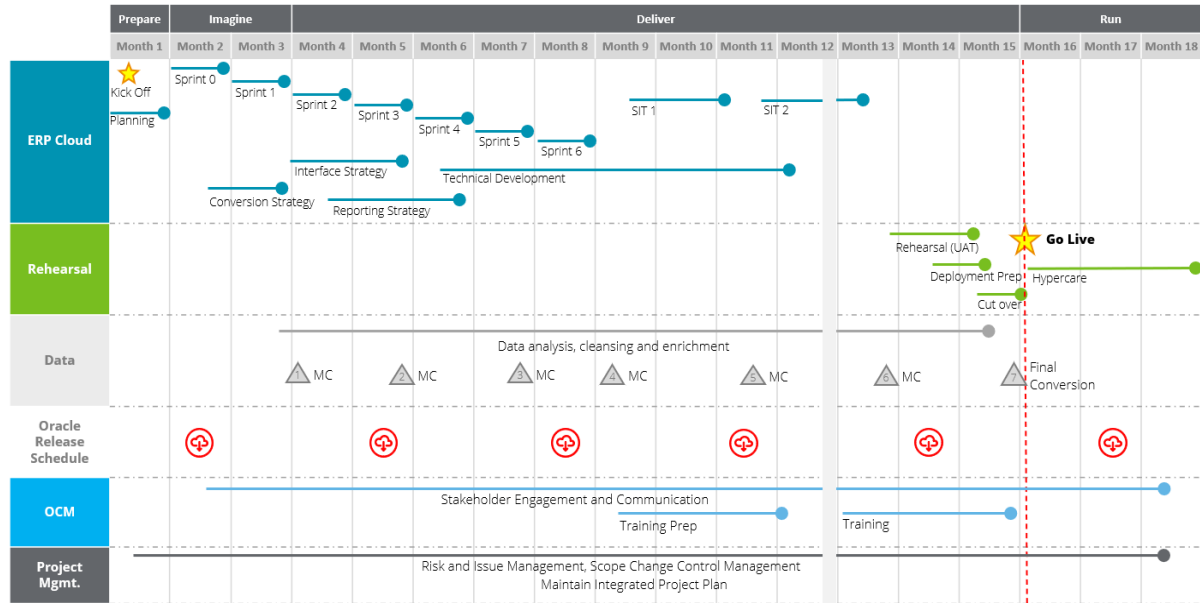

Figure 7-1 Estimated Project Timeline

Deloitte 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 requested by the County, Deloitte has included a ninety (90) day Hypercare support period after the implementation according to the project timeline. During Hypercare, the Deloitte team will work to address technical issues and support business users as they process day to day activities. For ongoing maintenance beyond Hypercare, per County's request, scope and cost are defined in **Section 12** of this SOW.

8. Project Staffing

The power of Deloitte is in our multidisciplinary approach to staffing, blending our teams with specialized skillsets in accounting, finance, and technology to bring the right skill set to meet our client's needs. Deloitte will staff highly qualified practitioners from our Government and Public Services (GPS) practice. For each process area within Finance, Procurement, Supply Chain and Project Management we will have Oracle certified practitioners with prior public sector implementation experience. DeKalb will review key team member's resumes and approve before they are assigned to the engagement.

8.1 Project Organization Chart

To position the County for success, Deloitte will take a structured and rigorous approach designed to assist in moving the project forward successfully. At the onset of the

project, a series of key meetings will be scheduled. Reporting requirements will be designed to foster standardized project communications and provide governance and oversight.

The "Project team" will consist of the following County and Deloitte roles. Deloitte 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 in **section 3.2**. 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 and the County to enforce adherence to the processes as defined.
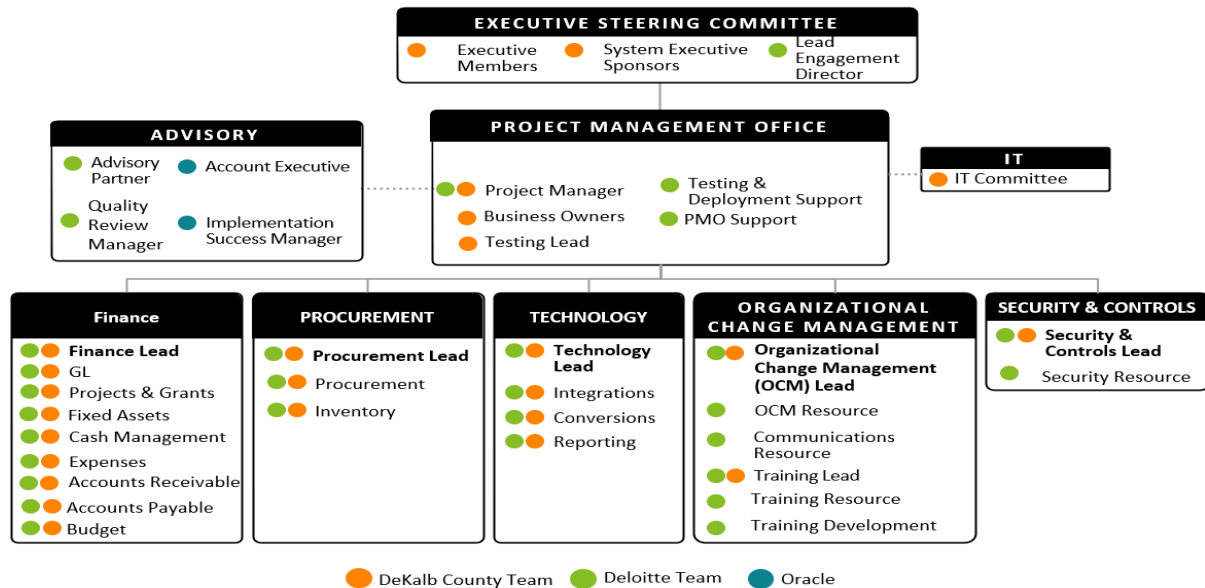

Figure 8.1-1 Project Organization Chart

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

9. 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 has "Primary" responsibility (as set forth below) are subject to the Deliverable Acceptance provisions of this SOW. 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 10.2** of this document.

9.1   Imagine Phase

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 phase 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
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
User Stories	Deliverable	User Stories define the customer experience and system functionalities to be developed.	Primary	Secondary
Configuration Workbook	Deliverable	This workbook includes client specific configuration values. This work product is initiated in the Imagine phase and completed in the Deliver phase.	Primary	Secondary
Knowledge Transfer Plan	Deliverable	This includes development of knowledge transfer plan to transfer knowledge from Deloitte resources to 1-2 DeKalb County leads per functional area (e.g., Finance, Procurement 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 9.1-1 Imagine Phase

9.2 Deliver Phase

			Responsibility	
Name	**Deliverable/ Work Product**	**Name**	**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, 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, Vendor Performance Test, and user acceptance 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 combine User Stories together to form the basis for Integration and User Acceptance 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 resolved/not resolved, and related action plans.	Primary	Secondary
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 resources to DeKalb County Leads.	Joint	Joint
End User Training Schedule	Work Product	Defines the schedule of end user training classes and attendees/ invitees.	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
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 9.2-1 Deliver Phase

10. Implementation Services-Fees and Expenses

10.1 Fees

Deloitte will perform the Services on a fixed-fee basis. The fees and SOW are valid for up to 60 days from date of submission. Based on the scope, timing, responsibilities, and assumptions set forth herein, Deloitte's fees for the Services will be inclusive of expenses and any applicable taxes. For fees, please refer to Attachment A - Cost Proposal. Deloitte and the County agree to the following milestone payment schedule.

#	Milestone	Weight/Percentage of Total Cost
1	Project Initiation	8.35%
2	Requirements/Analysis (After Sprint 0)	8.35%
3	Conference Room Pilots/Workshops (After Sprint 3)	8.33%
4	Solution Design & Build (After SIT 1)	8.33%
5	Conversion (After Mock Conversion 4)	8.33%
6	System Integration on Testing (After SIT 2)	8.33%
7	Training (After Training Prep)	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 10.1-1 Payment Schedule
*Please refer to implementation timeline in **Section 7**

10.2 Acceptance of Deliverables

The County will approve each Deliverable that is listed in Section **9.1** and **9.2** 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, the County will provide Deloitte with (i) written approval of such Deliverable or (ii) a written statement which identifies in reasonable detail, with references to the applicable Specifications, all the deficiencies preventing approval (the "Deficiencies").

Deloitte will complete corrective actions for such Deliverable to conform in all material respects to the applicable Specifications. The County will complete its review of the corrected Deliverable and notify Deloitte 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 the County if the County has not delivered to Deloitte a notice of Deficiencies for such Deliverable prior to the expiration of any period for the County's review thereof as set forth in this Section, or if the County uses the Deliverable in production.

To the extent that any Deliverable has been approved by the County at any stage of Deloitte's performance under this SOW, Deloitte will be entitled to rely on such approval for purposes of all subsequent stages of Deloitte's performance under this SOW. The 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 is unable to correct any Deficiency in a Deliverable within the period of time set forth in this Section, the County shall be entitled, at its option, to a refund or credit of professional fees paid to Deloitte hereunder with respect to the Services giving rise to such Deliverable and this shall be the County's sole and exclusive remedy, and Deloitte'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 3** for the Deliverable Acceptance Form.

10.3 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.

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

Deloitte will notify the County within a reasonable period 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 may, at its option, suspend or terminate the Services upon written notice to the County.

11. Assumptions

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

11.1 Project Management

- The 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 the County or third-party resources.

- Deloitte will not perform any management functions, make management decisions, or perform in a capacity equivalent to that of an employee of the 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 will make no representations or warranties nor provide any assurances that (1) The 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) The County's plans are sufficient to address and correct any shortcomings that would prohibit the County from making the required certification or from reporting under the Sarbanes-Oxley Act.

- Deloitte is not responsible for Project delays or additional scope that results from other initiatives the County may have in progress.

- A standard work week of 40 hours is assumed for all full-time County and Deloitte resources.

- Deloitte will have no responsibility for the performance of other contractors or vendors engaged by the County, or delays caused by them, in connection with the Project even if Deloitte has been involved in recommending or selecting such contractors or vendors, or in the monitoring of their work.

- Deloitte will have no responsibility for the performance of Oracle Cloud or any third-party software or hardware.

- Given the status of the ongoing pandemic, Deloitte will provide services remotely until otherwise agreed upon. The County will extend virtual capability for meetings and collaboration. All project resources will have the capability to work collaboratively in a virtual environment.

- The 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 (or otherwise makes available to Deloitte) to only that which is reasonably necessary to allow Deloitte to provide the Services. Deloitte will provide the County with a list of Deloitte personnel who are authorized to receive or have access to the County sensitive information. Such list may be updated as needed. Any disclosure of sensitive information by the County to Deloitte will utilize levels of information security and data encryption appropriate to maintain security of the County sensitive information being accessed by or transferred to Deloitte, and as required by applicable information protection laws.

- The County will establish a contingency plan to address inadvertent disclosure of the County's sensitive information to Deloitte. The County will promptly notify Deloitte's leadership in the event it becomes aware that sensitive information has been disclosed to Deloitte inadvertently or otherwise.

- The 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 the County's sensitive information pertinent to the Services, intended to safeguard the confidentiality and security of the sensitive information. The County will train its relevant personnel on any such data management approach.

- Deloitte and the 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, the County and Deloitte will identify the County stakeholders for each sprint and define the acceptance criteria and review cycle time in advance of beginning any sprint.

- The 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.

- The County will work directly with application software vendors to define, budget, manage, and administer software training for the County Project Team members to meet Project requirements.

- The County will provide Remote Access to all Project environments (excluding Production) to support Deloitte resources when working off-site, and to support offshore resources (if applicable). Remote Access is defined as the ability for Deloitte personnel to access any Project environment from any location not on-site at the Project via a standard issue Deloitte notebook computer. The County

will allow remote connections into the Oracle Systems (and any other systems required by the Project) for Deloitte personnel, including those working off site, as required to meet Project requirements.

- The County subject matter specialists and super users will be available when needed to attend meetings, workshops, and other activities.

- The County executive management will provide full sponsorship and support for the Project, including approval of budget, resources, and timing.

- Deloitte team members will have appropriate access to the County's executives, Project leadership, managers, and employees.

- The County shall reasonably facilitate the arrangement of necessary meetings with identified stakeholders and resources.

- The County is responsible for delays or additional costs associated with the unavailability of required County resources and for ensuring performance of its third parties.

- The 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 County is responsible for the maintenance and installation of any on premises products and service required to support implementation.

- 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 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.

- This SOW assumes a single-phase approach for the implementation of all in-scope Oracle Cloud modules. The timeline for implementation is 15 months plus 3 months of Hypercare.

- Reliable network connectivity will be provided by the County to support the project workshops and all project activities.

- All CV360 related project documentation and content will be maintained and stored on the County's SharePoint site and the County will be responsible for providing appropriate access to Deloitte.

11.2 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's estimate, timeline, and resources.

- The County's current chart of accounts (as of CV360 implementation where future1 segment was repurposed as intercompany) will be the basis for financials implementation. No further changes to the Chart of Accounts are expected. Data conversions would need to address this mapping.

- Accounting basis would be Standard Accrual with encumbrance for financials.

- Enterprise structure implemented for CV360 HCM would be the basis of Cloud implementation. Standard Oracle integrations between Oracle Cloud HCM, Payroll, and Finance will be leveraged.

- All transactions, development, and conversions will be in English. No translation services will be provided. Currency will be in USD only.

- LSBE solution in cloud would be assessed for feasibility in collaboration with the County, during Imagine phase. If feasible,

    - Four custom screens will be built to capture LSBE Supplier Certification process using VBCS and DbaaS. Screens will be limited to capturing certification related details, approvals, re-certification, and utilization entry screens. Once the Supplier is Certified, the Supplier will be maintained in the Oracle Cloud. Reporting/custom screen may be required for compliance reporting.

- Below EBS extensions provided by the County would be evaluated during Imagine phase in collaboration with the County for feasibility of addressing through a configuration or a personalization. If the extensions cannot be met with standard functionality, they will be jointly evaluated by DeKalb and Deloitte SMEs. Based on prioritization for go live and effort complexity, it may result in a change order.

    - Purchasing – Work confirmations

    - Purchasing – Watershed invoice approver

    - Purchasing - General inquiry – View Purchase Orders

    - AP – Create invoice buttons disabled

    - AP – Duplicate invoice

    - AP – Invoice approver lookup

    - iExpense – iExpense delegates

    - iProcurement – Display contract number

    - iProcurement – Emergency PO box message

    - iProcurement – The below requisition related extensions

        - Contracts overspend not allowed

        - Object code '000000' not allowed

        - Suppression of auto creation of FPRs

        - '521209' Object code used only for Services

        - Vendor Edit for $25000 threshold for 12-month period

- A total of 75 reports have been assumed to be in scope (57 BIP, 18 FRS). All reports identified by the County will undergo rationalization and prioritization exercise during sprints.

- Alerts will be reviewed, rationalized, and prioritized during sprints and a total of up to 25 alerts will be built.

- No changes or upgrades on the County's existing Planning and Budgeting Cloud Service (PBCS).

- Standard integrations between PBCS and Oracle Cloud will be utilized.

- Extraction of data from legacy systems is Deloitte's responsibility. The County will be responsible to provision existing Oracle EBS access to the Deloitte conversion developers. The County would 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.

- The County will be solely responsible for any data quality and cleansing necessary for conversions.

- The County owns the licenses required for SSO Integration and integrating to the active directories.

- Scanning and bar coding for Inventory Management will be out of scope.

- The County will be responsible for making any changes to Third Party systems due to integrations, if any.

- Sourcing invitation list will be configured using the NIGP codes / supplier lists.

- For project transaction controls conversion, it is assumed the County has implemented transaction controls in EBS. If not, this will be out of scope for conversion.

- Receiving in Procurement will only be used for indirect receiving of good and services.

- Tax calculations in AP and AR will not be enables and Oracle Fusion Tax will not be configured to calculate any taxes in the system.

11.3 Change Management and Training

- The County will deliver the end user training (with Deloitte supporting) and will provide timely identification and onboarding of resources who will serve as trainers.

- The County will administer all training logistics and related compliance activities, inclusive of enrollment/registration, attendance tracking, and reporting.

- The County will reproduce and distribute communication materials and courseware components.

- The 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.

- The County will be responsible for the translation of any training material.

- The County is responsible for any printing and reproduction of communication and training collateral as needed throughout the project timeline.

- The County is responsible for identifying and leveraging existing County communication tools and methods that can be used for project communications.

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

- Deloitte will develop upwards of 15 videos around expense module, supplier portal, and self-service requisition. County will be responsible to procure the necessary license.

11.4 Technology/Infrastructure

- The 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, back-up, 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.

- Deloitte will leverage the existing PaaS application. The County is responsible for enhancing Oracle PaaS subscription (OIC) and any additional tools like DbaaS required for integrations with Cloud.

- The 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, and data cleansing.

- The County will provide refreshed, dedicated environment and required access to perform data extraction from EBS R12.1.3, ahead of the planned mock conversions.

- The County will provide a team to support 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.

- The County will proactively assess impact of any third-party applications such as upgrades/product release etc. in advance and will inform Deloitte team at the project initiation stage for better planning of the project schedule from the technical perspective.

11.5 Application Security

- The County will provide existing internal controls and security documentation to be leveraged and will provide an understanding of the as-is internal control environment.

- Application Security and configurations will be integrated with the overall project beginning at the SIT1 testing cycle.

- Deloitte Application security team will provide post go-live support for 8 weeks.

- Deloitte will design and perform initial configuration in Oracle Identity Cloud Services (IDCS) for supplier authentication till SIT 1 testing cycle. Post SIT1, the County will configure and test the IDCS solution in further testing cycles and will deploy the IDCS solution in production environment.

- Security personalization are considered customizations and are out of scope.

- Testing of Automated Controls, Information Technology General Controls (ITGC) controls, Interface and Conversion controls are out of scope.

- The County will provide 0.5 FTE to support the Application Security and activities.

- The County will be responsible to test the reporting security that will be implemented (including validation of the access of reports to roles and users, validation of the data in the reports for various roles and users).

- The County will be responsible for remediating SOD conflicts or identifying mitigating and compensating controls for identified SOD conflicts.

- OSCAR and OSAM tool will be used only by the Deloitte Application Security team members to perform SOD/SA analysis, security configurations etc. and will not be shared with the 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 the County.

- Due to the complexities associated with compliance with state and federal privacy regulations and standards, Deloitte does not and will not represent, warrant, or provide any assurances that the County's business processes and systems or any other business processes and systems (including, without limitation, the business processes and systems of the County's vendors, service providers, customers, unconsolidated subsidiaries or joint ventures in which the County's has an investment, or other Third Parties) are in compliance with privacy laws, regulations, or standards, or that the 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'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 because of performing the Services.

- Deloitte will adhere to all the County's security policies and procedures as agreed upon.

- The 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.

- The 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.

11.6 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.
EBS Extensions/Personalization	Any personalization's which are infeasible in cloud Any extensions that are not referenced in the assumption section 11.2. Additional extensions may require a change order.
Oracle Multi-Language Functionality and Translations	Currently planned to implement all operations in English for Oracle Cloud applications.
Performance/Load testing	Performance and/or load testing, if desired, will be performed by DeKalb County working directly with Oracle.
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.
Data Cleansing	Data cleansing of conversion data is out of scope for Deloitte. DeKalb County is responsible for data 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.
End User Training Delivery	Delivery of the instructor led training courses for impacted end users is the responsibility of DeKalb County. Deloitte will be responsible for training the trainers.
Oracle Guided Learning (OGL)	If the County wants to engage Deloitte, the County will need to follow change request process. Oracle will be responsible for integrating any content that Deloitte develops into Oracle guided learning.
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 ERP 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 are considered the responsibility of DeKalb County.
Non-Oracle ERP Cloud SAAS Security	Security related to Oracle E-Business Suite (EBS), 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 ERP Cloud Custom Roles	Mapping of Users to Oracle ERP Cloud roles in Oracle Cloud Production environment.
AAC and AFC Controls (Risk Management Cloud)	Any AAC and AFC controls as part of Risk Management Cloud.

Table 11.6-1 Out of Scope Item

The upgrades released by Oracle during the project timeline will be assessed jointly by Deloitte and the County to determine the timing of absorbing these, and the impact on the overall project schedule/timeline. Any release upgrades after the period of performance will be managed as per the sustainment scope defined in **section 12.2**.

11.7 Changes to Scope

There are times that a change to the scope is warranted, and these changes are documented in Deloitte's Project Management Center (PMC) tool.

Change requests are evaluated by both the County and Deloitte 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.

The County and Deloitte will then decide on whether to accept the change as set forth in the Statement of Work. The County and Deloitte 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**.

12. Project Sustainment

12.1 Sustainment Objectives

The County initially launched CV360, to support HCM and Payroll business operations in January of 2022. The program experienced a successful launch with no business disruption. The County would be extending the CV360 footprint to Finance and Procurement business operations as part of the implementation as requested by the County. Post Financials and Procurement implementation, the County would like to continue to maximize the system's potential to improve agility, efficiency, and analytics through the standardized use of the new implementations. This includes activating new capabilities delivered or enhancing the application to meet evolving business requests and legislative requirements as the County continues to enhance their workforce and services. This section covers the post-implementation sustainment scope for 3 years.

*Sustainment start date is subject to go-live and 90-day hypercare dates

12.2 CV360 Sustainment

The goal of the Sustainment workstream is to support the day-to-day business operations using CV360. Maintaining the CV360 system requires both functional and technical support, release management, and continuous process improvement to support the present and future County vision. Deloitte will perform the following support activities:

12.2.1 CV360 Application and Business Operations Support

While the County users have been trained on how to use the system supporting their responsibilities, unique scenarios can arise requiring advanced knowledge of the system. Deloitte will be available for the duration of the period of performance to assist the County with questions on the advanced use of the system to support business operations.

The team will also continue to follow the CV360 Tiered Support Structure as defined in the CV360 Hypercare Approach, outlined below.
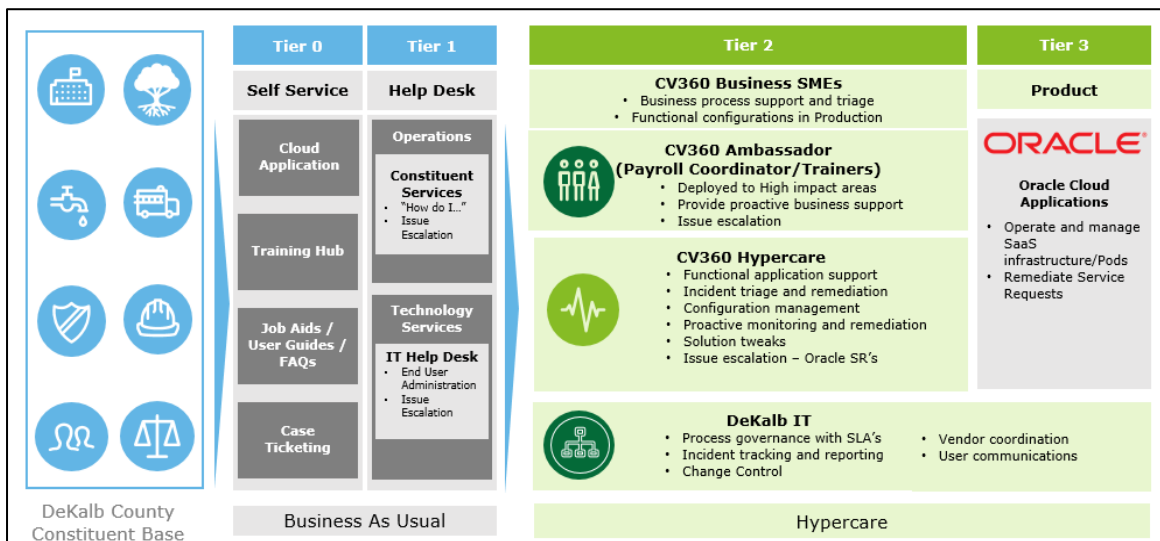

Figure 12.2.1-1 Detailed Tiered Support Structure

Deloitte will provide Tier 2 support (CV360 Hypercare and Business SME support) as set forth in the Tier 2 section of the above table. Deloitte's role in business operations support is not to provide staff augmentation, but rather is limited to providing timely responses to questions on how to use the system in support of business operations. The Business Operations Support that Deloitte will provide is listed below under "Business Operations Support." Deloitte anticipates a ticket volume of no more than 30 service tickets per week for troubleshooting of identified issues. Additionally, the scope of sustainment is limited to the implemented modules within CV360. The Oracle modules in scope are listed below:

- Oracle Cloud Financials
  - o General Ledger
  - o Budget Control
  - o Fixed Assets
  - o Accounts Payable

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- o Expenses
- o Accounts Receivable
- o Cash Management
- Oracle Project Management
  - o Projects
  - o Project Billing
  - o Project Costing
  - o Labor Distribution
  - o Grants Management
- Oracle Cloud Procurement
  - o Self-Service Requisitioning
  - o Purchasing
  - o Contracts
  - o Sourcing
  - o Oracle Business Network
- Oracle Supplier Management
  - o Supplier Portal
  - o Supplier Lifecycle Management
- Oracle Supply Chain Management
  - o Inventory Management
- Human Resources
- Payroll
- Recruiting
- Absence
- Benefits
- Compensation
- Learning Management
- Talent Management
- Integration Cloud

Deloitte will provide the necessary functional and technical support to the County on the following topics:

Business Operations Support:
- Special business events that occur on a monthly, quarterly, or yearly basis:
  - o Financial Month end and Year End close
  - o 1099 Processing
  - o Supporting Internal Audit Processes
  - o Open enrollment
  - o Mass salary updates, mass hiring events
  - o Payroll Year End
- Environment Strategy and Planning
- Assist in Data Quality Monitoring and Maintenance

Application Support:
- Application Monitoring
- Defect Remediation and Tracking
- Functional Configuration Support

- Oracle Service Request Support
- Manage Integrations and Reports

12.2.2   CV360 Quarterly Regression Testing

Oracle Cloud releases updates to customers on quarterly basis, every three months. Prior to each quarterly update application to Production, all critical business functionality needs to be tested and assessed in development pods to ensure there are no defects or adverse impacts to existing functionality. Deloitte team will be responsible for conducting regression testing for all in-scope Oracle modules and report the status to the County SME's. Deloitte will use Robotic Process Automation (RPA) scripts (where applicable) to execute the testing and County SME's will be responsible for validating the testing results.

Additionally, prior to each quarterly update, Deloitte will compile the release notes and publish to PMO team and the County SMEs to review. Enabling any new functionality due to product updates will follow the Change Request process and is not included as part of this SOW. The CV360 CAB, Change Advisory Board, will be responsible for prioritizing the Change Requests. Upon approval, the changes will be aligned to the sprint roadmap based on priority and level of effort.

12.3 Assumptions

Any deviation from the assumptions may affect the fees and expenses set forth herein.

- CV360 sustainment will be governed under the current CV360 program governance structure as agreed upon by Deloitte and the County. The program governance is described in **section 6**. CV360 PMO is comprised of leaders from Finance, Procurement, HR, Benefits, Payroll, and IT.

- Deloitte will use existing Program Management tool, ServiceNow, to track and report issue and Change Request status.

- CV360 project sponsor will have overall responsibility and authority for driving all project decisions, reviewing/approving all deliverables, facilitating discussions, and communicating with Parties as needed. They will also be responsible for securing any required County or third-party resources.

- Deloitte is not responsible for project delays or additional scope that results from other initiatives the County may have in progress.

- Any changes to scope, exceeding the effort estimate of more than 200 hours, will be passed through the Change Request process. CV360 Steering Committee and PMO will review, approve, and/or reject all changes. It is expected that Deloitte project management will participate directly in all decisions made around scope changes. Changes, if any would be made through a mutually agreed upon Change Order.

- Deloitte will schedule work based on business priority, technical effort, known dependencies and resource constraints which will be reviewed with the County Leadership.

- Level of effort hours includes the necessary functional configurations, technical development, testing, and migration tasks.

- Deloitte will assist in building up to 20 new custom BI Publisher reports, 40 OTBI reports, 5 fast formulas, and 5 integrations, as business need arises, per year.

- Given the status of the ongoing pandemic, Deloitte will provide services remotely until otherwise agreed upon.

- All project artifacts will be maintained on the County's SharePoint site.

- Deloitte will not contribute to the County's projects outside the scope of this agreement. This includes but is not limited to projects that could be indirectly related to Oracle functionality, such as: Single Sign-On, Multi-Factor authentication and any other third-party applications – such as Pension Administration, Kronos, Vector applications.

- The County's IT team will be responsible to coordinate and communicate with third party vendors for integration testing during the releases. Deloitte team will support the testing process to identify any issues and apply code fixes on the integration programs.

- If the County would like to increase scope to include work on systems external to CV360, a change order and amendment to the SOW will be required.

- The County will be responsible for publishing CV360 communications to affected parties (i.e., employees, suppliers, retirees, etc.).

- The County is responsible for job skills training.

- Deloitte will not be responsible for developing or updating CV360 Training Curriculum including Instructor Led Trainings, Web Based Trainings, and Quick Reference Guides.

- This SOW does not include the implementation of new modules. Any implementation of new Oracle modules would require a change order.

- The County will be responsible for user access and role assignment and resolving any segregation of duties violations.

12.4 Sustainment Fees

As requested, cost for 3 years of sustainment support is provided based on module and functionality scope as implemented as part of CV360. Sustainment support will be fixed fee and inclusive of all applicable taxes and fees. The fees and the SOW are valid for up to 60 days from date of submission. Please refer to the Attachment A for details on cost.

13. 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: _____

14. 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 DeKalb and Deloitte resource roles proposed to support the Implementation phases and intended allocations to the County's project.

DeKalb County

Role Name	Description	Prepare	Imagine	Deliver	Run
Executive Sponsor(s)	• 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%	25%
Project Manager	• Oversee the Oracle ERP 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.	75%	100%	100%	50%
Product Manager	• 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%	25%
Change Management Lead	• 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.	0%	50%	100%	50%

Role Name	Description	Prepare	Imagine	Deliver	Run
Training Lead	• 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%	0%	50%	100%
Testing Lead	• Drive testing effort to completion and ensure there is proper coverage. • Work with Deloitte to monitor testing. progress, manage defects, and provide and report test status regularly. • Establish and facilitate change control and escalation process.	0%	0%	75%	0%
Application Security Lead	• Work with Deloitte'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%	0%	50%	50%
Product Owner	• 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.	25%	50%	75%	100%
Technology Lead	• Resolve reported defects and maintain solution status. • Support solution and integration testing. • Coordination and communication to external vendors. • Assist with data quality issues on the EBS extracts. • Coordination and communication to external vendors.	0%	50%	50%	100%

Team Members (Functional Leads and Subject Matter Experts)	• 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 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.	5%	25%	75%	100%
Interfaces/Reporting/ Conversion – Lead	• Create or update Boundary system integration code. • Perform unit testing of Boundary system code changes. • Support mock cutover and final cutover. • Resolve reported Boundary system defects. • Create and maintain Boundary system technical specifications. • Supports solution and integration testing. • Validate and test reports. • Assist with EBS related data conversion issues.	0%	25%	50%	100%
Team Members (Change Management/Training)	• Support the execution on planned changed management activities including leadership alignment, stakeholder analysis, change impact assessment, change networks, change • Readiness, communications, and training.	0%	50%	75%	50%
Team Members (Application Security)	• Support Deloitte'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%	5%	50%	100%

Table A1-1 DeKalb County Roles and Responsibilities

Role Name	Description	Prepare	Imagine	Deliver	Run
Lead Engagement Director	• Provide overall Project quality and risk management. • Provide subject matter knowledge in specialized knowledge areas. • Facilitate and maintain relationship between Deloitte 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. • Delegate responsibilities; clearly define the Project responsibilities and level of authority for each role	5%	25%	25%	25%
Quality Assurance ("QA") Director	• Evaluate Project-performed processes and work products against applicable processes and standards • Conduct quality support activities • Identify, document, and monitor non- • Compliance issues	0%	0%	5%	0%
Project Manager	• Oversee the Oracle ERP 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 • Liaise with Oracle for environment releases/upgrades/Product bug fix and Service Request escalations etc. • Liaise with Oracle Implementation Success manager for successful product implementation.	100%	100%	100%	100%

Role Name	Description	Prepare	Imagine	Deliver	Run
Agile Lead	• 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%	25%
Technical Architect/Lead	• 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	25%	100%	100%	50%
Change Management & Training Analysts	• 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	25%	100%	100%	0%
Application Security	• Lead Deloitte'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%	0%	25%	25%

Role Name	Description	Prepare	Imagine	Deliver	Run
Product Architects (Functional Leads)	• Develop, maintain, and communicate the product solution in accordance with 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 ERP solution • Align with other Product Owners and Technical Architect when needed from an overall product, company, or customer perspective	0%	100%	100%	50%
Team Members (Design/Config)	• 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 • Participate in sprint reviews and retrospectives	0%	25%	100%	100%
Team Members (Developers)	• Gather requirements and collaborates with functional team on design of integrations, reports, and conversions assigned to Deloitte • Design and develop objects assigned to Deloitte • 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	0%	5%	100%	50%
Team Members (Application Security)	• 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%	0%	100%	50%

Table A1-2 Deloitte Consulting Roles and Responsibilities

In addition to the roles listed for the County and Deloitte teams, it is also expected for Oracle to provide the following roles:

- **Oracle ERP Cloud Executive Sponsor** to participate in steering committee meetings and serve as an escalation point for Oracle ERP Cloud-related challenges that require executive support and attention.
- **Implementation Success Manager (ISM)** to review configuration made by our consultants during the Deliver phase of the project and report back to the 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 ("County") has engaged the professional services of Deloitte Consulting LLP ("Deloitte") in connection with the Oracle Enterprise Resource Planning (ERP) Cloud Implementation project, which entails the following key elements for the Financials, Projects & Grants, Procurement, and Supply Chain 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 personnel to perform services at our office located at 191 Peachtree St. NE, Suite #2000, Atlanta, GA 30308, and Deloitte offices. However, Deloitte personnel are not employees of the County, and the County does not manage, supervise, or control their employment.

Sincerely,

XXXXXXXXX

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>	
Phase:	<The project phase where the project deliverable was created.>	
Acceptance Response:	Accepted	
	Not accepted until the comments below are addressed	

Comments
<Document comments regarding the acceptance of the project deliverable.
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.>
Summary comments...

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

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

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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 <DeKalb County> **("DeKalb County" or "County")**, and **Deloitte Consulting LLP** ("**Deloitte**").

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.

<DeKalb County>	**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 _____ , 2022, (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 and in the SOW referred to as "Contractor" or Deloitte), 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").

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, 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 April 30, 2030, 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 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: "Accounts Payable Department"
   1300 Commerce Drive SW
   Decatur, GA 30030

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. **<u>Accuracy of Work</u>** 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. **<u>Additional Work</u>** 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. **<u>Ownership of Documents</u>** 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 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. <u>Right to Audit</u> 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 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. <u>Successors and Assigns</u> Each party agree 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. <u>Reviews and Acceptance</u> 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.

<u>G. Termination of Agreement; Limitation on Damages</u> 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.

    G.   **Indemnification Agreement** 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.

H. **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
Chief Procurement Officer
1300 Commerce Drive SW
Decatur, GA 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.

I. **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.

J. **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.

K. **Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization** Pursuant to O.C.G.A. §13-10-91, DeKalb County cannot enter 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

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.

L. **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.

M. 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.

N. 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 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 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 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 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.

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
SW Decatur, GA 30030

and

Chief
Information
Officer

1300 Commerce
Drive

Decatur, Georgia 30030

With a copy to: 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
Consulting, LLP
Attn: _____
191 Peachtree St. NE,
Suite 2000 Atlanta, GA
30308

W. 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. **X. 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.

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.

<table>
<tr><td></td><td>**DEKALB COUNTY, GEORGIA**</td></tr>
</table>

_____

By:_____(SEAL)
            Signature

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

_____
    Name (Typed or Printed)

_____
    Title

_____
    Federal Tax I.D. Number

ATTEST:

ATTEST:

_____
    Signature

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

_____
    Name (Typed or Printed)

_____
    Title

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

_____
Department Director

_____
County Attorney Signature

_____
County Attorney Name (Typed or Printed)