



STATE OF WASHINGTON

OFFICE OF FINANCIAL MANAGEMENT

Insurance Building, PO Box 43113 • Olympia, Washington 98504-3113 • (360) 902-0555

February 18, 2016

Kevin Choksi
Chief Executive Officer
WorkForce Software
38705 Seven Mile Road, Suite 300
Livonia, MI 48152

RE: Contract Assignment

Dear Mr. Choksi,

In 2013, the State of Washington Department of Enterprise Services (DES) contracted with WorkForce Software to provide, implement, support, and maintain a time, leave, and attendance (TLA) information solution, DES contract #K2336. In January of 2015, the contract was assigned from DES to the Office of Financial Management and became contract #K1693. In July 2015, the TLA implementation project was not funded in the operating budget. As a result, the project was discontinued. However, it was the desire of the Department of Ecology and the Department of Transportation that they be able to access WorkForce's services/products through a central services contract. To that end, OFM contract #K1693 is being assigned to Consolidated Technology Services (CTS).

Pursuant to Section 15.12 of DES contract #K2336 (OFM contract #K1693), OFM is hereby formally requesting assignment of this contract, including the proceeds thereof, to Consolidated Technology Services.

OFM makes this request with the understanding that all of the duties and obligations of the contract pass to Consolidated Technology Services and that no other provisions of the contract are altered as a result of this assignment.

Contact information for the contract should be changed to:

Rebekah O'Hara
Chief Legal Services Officer
OCIO Legal Services
Rebekah.ohara@watech.wa.gov
260/407.8818

Please print and sign two copies of the following enclosed documents:

1. The Assignment indicating your permission for this assignment;
2. The amendment incorporating the Assignment into the Contract(s);

Please print and return two fully signed copies back to me at PO Box 43113, Olympia, WA, 98504-3113 by Friday, March 4, 2016. If you have questions, please contact me. I can be reached by e-mail at bonnie.lindstrom@ofm.wa.gov.

Sincerely,



Bonnie Lindstrom
OFM Contracts Coordinator

Cc: Mark Kurowski, WorkForce Software
Rebekah O'Hara, CTS/WaTech
Lisa Darnell, Department of Ecology

Num	Date	Due Date	Aging	Amount	Memo
26020	07/31/2014	09/29/2014	959	2,408.13	Tavel Expensne report for James Peoples 6/1/2014-6/6/2014
26012	07/31/2014	09/29/2014	959	2,250.91	Travel Expenses report for William Buttwill 6/26/2014-6/27/2014
26015	07/31/2014	09/29/2014	959	2,242.83	
26017	07/31/2014	09/29/2014	959	2,201.65	Travel expense report for James Peoples 6/15/2014-6/19/2014
26011	07/31/2014	09/29/2014	959	2,151.56	Travel Expense report for Curtis Peck 7/6/2014-7/9/2014
26021	07/31/2014	09/29/2014	959	2,102.17	Travel Expense Report for Curis Peck 6/9/2014-6/13/2014
26022	07/31/2014	09/29/2014	959	1,077.72	Travel Expense report for Yang Kim 7/6/2014-7/11/2014
26010	07/31/2014	09/29/2014	959	467.88	Travel expense report for Jeff Sheldon 7/8/2014-7/10/2014
26024	07/31/2014	09/29/2014	959	94.01	Travel Expense report for Yang Kim 7/16/2014
26023	07/31/2014	09/29/2014	959	11.15	Forgotten Travel Expense For Stephanie Womack 6/1/2014-6/6/2014
26025	07/31/2014	09/29/2014	959	10.82	Forgotten Travel Expense for Krista Schmidt 6/26/2014-6/27/2014
25550	07/16/2014	09/14/2014	974	2,060.52	Travel Expense Report for Cathy Choi 6/23/14 - 6/27/14
25545	07/16/2014	09/14/2014	974	1,835.00	Travel Expense Report for Linda Wood 6/16/14 - 6/20/14
25546	07/16/2014	09/14/2014	974	1,735.98	Travel Expense Report for Michael Lauritsen 6/10/14 - 6/13/14
25553	07/16/2014	09/14/2014	974	1,709.49	Travel Expense Report for Curtis Peck 6/16/14 - 6/20/14
25543	07/16/2014	09/14/2014	974	1,677.06	Travel Expense Report for Anne Palmer 6/16/14 - 6/20/14
25554	07/16/2014	09/14/2014	974	1,598.41	Travel Expense Report for Stephanie Womack 6/22/14 - 6/26/14
25549	07/16/2014	09/14/2014	974	1,511.07	Travel Expense Report for Ken Wright 6/23/14 - 6/27/14
25556	07/16/2014	09/14/2014	974	1,241.85	Travel Expense Report for Stephanie Womack 6/8/14 - 6/12/14
25555	07/16/2014	09/14/2014	974	1,222.72	Travel Expense Report for Stephanie Womack 6/1/14 - 6/5/14
25544	07/16/2014	09/14/2014	974	368.32	Travel Expense Report for Jeff Sheldon 6/17/14 - 6/18/14
25538	07/15/2014	09/13/2014	975	1,777.49	Travel Expense Report for Krista Schmidt 6/22/14 - 6/26/14
25539	07/15/2014	09/13/2014	975	1,283.17	Travel Expense Report for Stephanie Womack 6/15/14 - 6/19/14
25537	07/15/2014	09/13/2014	975	715.75	Travel Expense Report for Yang Kim 6/15/14 - 6/19/14
25532	07/14/2014	09/12/2014	976	1,691.34	Travel Expense Report for Karen LeGault 6/9/14 - 6/13/14
25531	07/14/2014	09/12/2014	976	1,420.71	Travel Expense Report for Yang Kim 6/22/14 - 6/26/14
25533	07/14/2014	09/12/2014	976	762.23	Travel Expense Report for Yang Kim 6/8/14 - 6/12/14
25520	07/09/2014	09/07/2014	981	59.00	Reference Invoice 24880
25428	06/30/2014	08/29/2014		14,220.00	Hosting Services for 10,000 Active Employees for July, 2014
25353	06/30/2014	08/29/2014		1,955.91	Travel Expense Report for Christopher Brack 5/19/14 - 5/23/14
25392	06/30/2014	08/29/2014		1,745.08	Travel Expense Report for Curtis Peck 5/19/14 - 5/23/14
25391	06/30/2014	08/29/2014		1,575.60	Travel Expense Report for Curtis Peck 5/5/14 - 5/9/14
25410	06/30/2014	08/29/2014		1,555.39	Travel Expense Report for Curtis Peck 5/12/14 - 5/16/14
25464	06/30/2014	08/29/2014		931.75	Travel Expense Report for Yang Kim 6/1/14 - 6/5/14
25407	06/26/2014	08/25/2014	994	2,029.79	Travel Expense Report for Linda Wood 6/2/14 - 6/6/14
25409	06/26/2014	08/25/2014	994	1,787.35	Travel Expense Report for Joshua Klein 6/2/14 - 6/6/14
25408	06/26/2014	08/25/2014		545.73	Travel Expense Report for Jeff Sheldon 6/3/14 - 6/5/14
25398	06/25/2014	08/24/2014		2,327.50	Travel Expense Report for William Buttrill 6/1/14 - 6/6/14
25397	06/25/2014	08/24/2014		1,561.78	Travel Expense Report for Anne Palmer 6/2/14 - 6/6/14
25395	06/25/2014	08/24/2014		1,538.85	Travel Expense Report for Anne Palmer 5/5/14 - 5/9/14
25396	06/25/2014	08/24/2014		1,529.17	Travel Expense Report for Anne Palmer 5/19/14 - 5/22/14
25394	06/25/2014	08/24/2014		1,238.55	Travel Expense Report for Joshua Klein 5/19/14 - 5/23/14
25393	06/25/2014	08/24/2014		1,047.14	Travel Expense Report for Yang Kim 5/18/14 - 5/22/14
25356	06/18/2014	08/17/2014	1,002	726.00	Travel Expense Report for John Willis 5/19/14 - 5/22/14
25350	06/17/2014	08/16/2014		2,036.23	Travel Expense Report for Ken Wright 5/19/14 - 5/23/14
25349	06/17/2014	08/16/2014		2,022.05	Travel Expense Report for James Peoples 4/14/14 - 4/18/14
25348	06/17/2014	08/16/2014		516.72	Travel Expense Report for Jeff Sheldon 5/20/14 - 5/22/14
25351	06/17/2014	08/16/2014		93.68	Travel Expense Report for Jeff Sheldon 5/28/14 - 5/29/14
25345	06/16/2014	08/15/2014		1,974.75	Travel Expense Report for Romy Bahri 5/6/14 - 5/9/14
25344	06/16/2014	08/15/2014		1,965.01	Travel Expense Report for Christopher Brack 4/21/14 - 4/25/14
25341	06/16/2014	08/15/2014		1,832.53	Travel Expense Report for Linda Wood 5/19/14 - 5/23/14
25346	06/16/2014	08/15/2014		1,824.72	Travel Expense Report for William Buttrill 5/19/14 - 5/23/14
25343	06/16/2014	08/15/2014		1,691.38	Travel Expense Report for James Peoples 5/5/14 - 5/9/14
25342	06/16/2014	08/15/2014		1,403.98	Travel Expense Report for Stephanie Womack 5/18/14 - 5/22/14
25255	06/03/2014	08/02/2014		59.00	Travel Expense Report for James Peoples 3/9/14 - 3/14/14
25128	06/03/2014	08/02/2014		4.98	Travel Expense Report for Jeff Sheldon 5/8/14 - 5/8/14
25129	06/03/2014	08/02/2014		4.98	Travel Expense Report for Jeff Sheldon 5/7/14 - 5/7/14
25135	06/02/2014	08/01/2014		426.50	Travel Expense Report for Jeff Sheldon 4/22/14 - 4/24/14
25132	06/02/2014	08/01/2014		276.44	Travel Expense Report for Jeff Sheldon 5/5/14 - 5/6/14
25165	06/02/2014	08/01/2014		0.00	VOID: Travel Expenses for Linda Wood 4/28/2014 - 4/29/2014
25250	06/01/2014	07/31/2014		14,220.00	Hosting Services for 10,000 Active Employees for June, 2014
25136	05/30/2014	07/29/2014		1,784.02	Travel Expense Report for William Buttrill 5/5/14 - 5/9/14
25167	05/23/2014	07/22/2014		1,780.80	Travel Expense Report for Linda Wood 5/5/2014 - 5/9/2014
25166	05/23/2014	07/22/2014		1,678.07	Travel Expenses for Ken Wright 5/5/2014 - 5/9/2014
25168	05/23/2014	07/22/2014		1,160.76	Travel Expense Report for Stephanie Womack 5/4/2014 - 5/8/2014

25123	05/19/2014	07/18/2014		2,006.52	Travel Expense Report for William Buttrill 4/21/14 - 4/25/14
25124	05/19/2014	07/18/2014		1,927.53	Travel Expense Report for John Willis 4/21/14 - 4/25/14
25121	05/19/2014	07/18/2014		1,579.03	Travel Expense Report for Curtis Peck 4/21/14 - 4/23/14
25134	05/19/2014	07/18/2014		1,577.24	Travel Expense Report for John Willis 5/5/14 - 5/8/14
25125	05/19/2014	07/18/2014		1,521.24	Travel Expense Report for Anne Palmer 4/21/14 - 4/25/14
25126	05/19/2014	07/18/2014		1,161.42	Travel Expense Report for Stephanie Womack 4/20/14 - 4/24/14
25130	05/19/2014	07/18/2014		879.09	Travel Expense Report for Yang Kim 5/4/14 - 5/8/14
25127	05/19/2014	07/18/2014		762.71	Travel Expense Report for Yang Kim 4/20/14 - 4/24/14
25120	05/19/2014	07/18/2014		488.00	Travel Expense Report for Stephanie Womack 4/6/14 Airfare
25137	05/19/2014	07/18/2014		467.71	Travel Expense Report for Jeff Sheldon 4/15/14 - 4/17/14
25133	05/19/2014	07/18/2014		278.44	Travel Expense Report for Jeff Sheldon 4/30/14 - 5/1/14
25131	05/19/2014	07/18/2014		80.38	Travel Expense Report for Jeff Sheldon 4/28/14
25003	05/01/2014	06/30/2014		14,220.00	Hosting Services for 10,000 Active Employees for May, 2014
24969	04/21/2014	06/20/2014		2,214.72	Travel Expense Report for John Willis 3/23/14 - 3/29/14
24880	04/21/2014	06/20/2014		2,211.15	Travel Expense Report for James Peoples 3/9/14 - 3/14/14
24973	04/21/2014	06/20/2014	1,060	2,149.99	Travel Expense Report for John Willis 4/14/14 - 4/17/14
24881	04/21/2014	06/20/2014		2,070.34	Travel Expense Report for Anne Palmer 3/24/14 - 3/28/14
25072	04/21/2014	06/20/2014		1,953.33	Travel Expense Report for James Peoples 3/23/14 - 3/28/14
25069	04/21/2014	06/20/2014		1,852.20	Travel Expense Report for William Buttrill 4/14/14 - 4/18/14
25070	04/21/2014	06/20/2014		1,713.26	Travel Expense Report for Anne Palmer 4/14/14 - 4/18/14
24878	04/21/2014	06/20/2014		1,624.37	Travel Expense Report for John Willis 2/24/14 - 2/28/14
24879	04/21/2014	06/20/2014		1,602.14	Travel Expense Report for Curtis Peck 3/24/14 - 3/29/14
25071	04/21/2014	06/20/2014		1,588.02	Travel Expense Report for Curtis Peck 4/13/14 - 4/16/14
25073	04/21/2014	06/20/2014		1,383.37	Travel Expense Report for Ken Wright 4/14/14 - 4/18/14
24970	04/21/2014	06/20/2014		1,333.37	Travel Expense Report for Stephanie Womack 3/23/14 - 3/27/14
25068	04/21/2014	06/20/2014		875.67	Travel Expense Report for Stephanie Womack 4/6/14 - 4/10/14
24972	04/21/2014	06/20/2014		763.36	Travel Expense Report for Yang Kim 4/6/14 - 4/10/14
24883	04/11/2014	06/10/2014		755.49	Travel Expense Report for Yang Kim 3/23/14 - 3/27/14
24882	04/11/2014	06/10/2014		754.71	Travel Expense Report for Yang Kim 3/16/14 - 3/20/14
24801	04/01/2014	05/31/2014		14,220.00	Hosting Services for 10,000 Active Employees for April, 2014
24770	03/27/2014	05/26/2014		2,024.30	Travel Expense Report for James Peoples 2/3/14 - 2/7/14
24767	03/27/2014	05/26/2014		1,949.37	Travel Expense Reports for James Peoples 2/10/14 - 2/14/14
24773	03/27/2014	05/26/2014		1,934.28	Travel Expense Report for Paul Petersen 3/9/14 - 3/14/14
24771	03/27/2014	05/26/2014		1,836.15	Travel Expense Report for James Peoples 1/21/14 - 1/26/14
24765	03/27/2014	05/26/2014		1,802.37	Travel Expense Report for Ken Wright 1/27/14 - 1/31/14
24766	03/27/2014	05/26/2014		1,801.84	Travel Expense Report for James Peoples 2/24/14 - 2/28/14
24763	03/27/2014	05/26/2014		1,613.82	Travel Expense Report for Curtis Peck 2/24/14 - 2/28/14
24762	03/27/2014	05/26/2014		1,585.93	Travel Expense Report for Curtis Peck 3/10/14 - 3/15/14
24772	03/27/2014	05/26/2014		1,583.12	Travel Expense Report for James Peoples 1/6/14 - 1/11/14
24760	03/27/2014	05/26/2014		1,186.58	Travel Expense Report for Karen LeGault 2/23/14 - 2/27/14
24761	03/27/2014	05/26/2014		1,009.58	Travel Expense Report for Mindy Morley 2/23/14 - 2/26/14
24764	03/27/2014	05/26/2014		754.71	Travel Expense Report for Yang Kim 3/2/14 - 3/6/14
24679	03/19/2014	05/18/2014		1,611.67	Travel Expense Report for Romy Bahri 2/9/14 - 2/14/14
24680	03/19/2014	05/18/2014		452.20	Travel Expense Report for Yang Kim 2/26/14 - 2/27/14
24629	03/11/2014	05/10/2014		2,029.76	Travel Expense Report for John Willis 1/27/14 - 1/31/14
24634	03/11/2014	05/10/2014		2,019.57	Travel Expense Report for Paul Petersen 2/26/14 - 3/2/14
24616	03/11/2014	05/10/2014		1,815.18	Travel Expense Report for Daniel Knauss 1/27/14 - 1/31/14
24630	03/11/2014	05/10/2014		1,791.63	Travel Expense Report for Curtis Peck 2/10/14 - 2/14/14
24626	03/11/2014	05/10/2014		1,769.79	Travel Expense Report for Paul Petersen 2/4/14 - 2/8/14
24621	03/11/2014	05/10/2014		1,576.38	Travel Expense Report for Paul Petersen 2/10/14 - 2/15/14
24633	03/11/2014	05/10/2014		1,503.37	Travel Expense Report for John Willis 2/10/14 - 2/14/14
24514	03/11/2014	05/10/2014		1,307.29	Travel Expense Report for Kevin Sniokiatis 10/14/13 - 10/17/13
24628	03/11/2014	05/10/2014		782.50	Travel Expense Report for Yang Kim 2/9/14 - 2/13/14
24568	03/01/2014	04/30/2014		14,220.00	Hosting Services for 10,000 Active Employees for March, 2014
50719	02/20/2014	04/21/2014		334,348.10	Foundational Core Requirements Defined 2/13/201 est
24380	02/19/2014	04/20/2014		2,340.64	Travel Expense Report for Michael Lauritsen 1/5/14 - 1/11/14
24386	02/19/2014	04/20/2014		1,978.72	Travel Expense Report for Yang Kim 10/14/14 - 10/18/14
24377	02/19/2014	04/20/2014		1,874.82	Travel Expense Report for Curtis Peck 1/26/14 - 1/31/14
24378	02/19/2014	04/20/2014		1,772.17	Travel Expense Report for Curtis Peck 1/20/14 - 1/24/14
24382	02/19/2014	04/20/2014		1,714.93	Travel Expense Report for Paul Petersen 1/20/14 - 1/24/14
24383	02/19/2014	04/20/2014		722.28	Travel Expense Report for Yang Kim 1/26/14 - 1/30/14
24384	02/19/2014	04/20/2014		676.32	Travel Expense Report for Yang Kim 1/20/14 - 1/23/14
24387	02/19/2014	04/20/2014		572.22	Travel Expense Report for Yang Kim 12/9/13 - 12/12/13
24395	02/19/2014	04/20/2014		563.64	Travel Expense Report for Yang Kim 11/4/13 - 11/7/13
24399	02/19/2014	04/20/2014		511.80	Travel Expense Report for Yang Kim 10/22/13 - 10/24/13
24366	02/13/2014	04/14/2014		2,207.90	Travel Expense Report for John Willis 1/20/14 - 1/24/14

24279	02/01/2014	04/02/2014	14,220.00	Hosting Services for 10,000 Active Employees for February, 2014
24308	01/30/2014	03/31/2014	2,225.17	Travel Expense Report for James Peoples 12/9/13 - 12/14/13
24312	01/30/2014	03/31/2014	1,784.96	Travel Expense Report for John Willis 1/5/14 - 1/10/14
24310	01/30/2014	03/31/2014	1,760.70	Travel Expense Report for Paul Petersen 1/5/14 - 1/11/14
24309	01/30/2014	03/31/2014	1,433.22	Travel Expense Report for James Peoples 12/2/13 - 12/7/13
24311	01/30/2014	03/31/2014	891.66	Travel Expense Report for Curtis Peck 1/5/14 - 1/10/14
24313	01/30/2014	03/31/2014	565.08	Travel Expense Report for Yang Kim 1/6/14 - 1/9/14
24181	01/01/2014	03/02/2014	14,220.00	Hosting Services for 10,000 Active Employees for January, 2014
24065	12/31/2013	03/01/2014	3,908.08	Travel Expense Report for Paul Petersen 12/2/13 - 12/11/13
24090	12/31/2013	03/01/2014	2,772.21	Travel Expense Report for James Peoples 11/17/13 - 11/22/13
24064	12/31/2013	03/01/2014	2,547.78	Travel Expense Report for Curtis Peck 12/2/13 - 12/11/13
24089	12/31/2013	03/01/2014	2,035.16	Travel Expense Report for James Peoples 11/11/13 - 11/15/13
24087	12/31/2013	03/01/2014	1,917.84	Travel Expense Report for James Peoples 10/21/13 - 10/24/13
24088	12/31/2013	03/01/2014	1,855.09	Travel Expense Report for James Peoples 11/4/13 - 11/7/13
24007	12/20/2013	02/18/2014	14,220.00	Hosting Services for 10,000 Active Employees for December, 2013
23976	12/19/2013	02/17/2014	2,912.95	Travel Expense Report for John Willis 12/8/13 - 12/15/13
23975	12/19/2013	02/17/2014	2,116.96	Travel Expense Report for John Willis 12/2/13 - 12/6/13
23974	12/19/2013	02/17/2014	749.51	Travel Expense Report for Yang Kim 12/2/13 - 12/6/13
23867	12/04/2013	02/02/2014	3,462.31	Travel Expense Report for Paul Petersen 11/11/13 - 11/22/13
23871	12/04/2013	02/02/2014	2,390.57	Travel Expense Report for John Willis 11/17/13 - 11/22/13
23866	12/04/2013	02/02/2014	2,096.42	Travel Expense Report for Paul Petersen 11/4/13 - 11/8/13
23865	12/04/2013	02/02/2014	2,077.18	Travel Expense Report for Paul Petersen 10/21/13 - 10/25/13
24084	12/04/2013	02/02/2014	1,457.80	Travel Expense Report for John Willis 11/17/13 - 11/22/13 Invoice 23871
23870	12/04/2013	02/02/2014	866.80	Travel Expense Report for John Willis 12/2/13
23857	12/03/2013	02/01/2014	2,282.35	Travel Expense Report for Curtis Peck 11/4/13 - 11/8/13
23805	11/22/2013	01/21/2014	2,839.02	Travel Expense Report for John Willis 10/20/13 - 10/24/13
23807	11/22/2013	01/21/2014	2,250.04	Travel Expense Report for John Willis 11/4/13 - 11/8/13
50243	11/21/2013	01/20/2014	334,348.10	M1: Project Kickoff
23793	11/21/2013	01/20/2014	1,831.31	Travel Expense Report for Kathy Elonzae 10/21/13 - 10/24/13
23794	11/21/2013	01/20/2014	1,769.31	Travel Expense Report for John Rawcliffe 10/21/13 - 10/24/13
23690	11/08/2013	01/07/2014	14,220.00	Hosting Services for 10,000 Active Employees for November, 2013
23640	11/07/2013	01/06/2014	2,045.67	Travel Expense Report for Doug Taillard 10/21/13 - 10/24/13
23622	10/30/2013	12/29/2013	88,725.00	Annual Subscription & Support Fees for the period 10/08/2013 - 10/07/2014
23621	10/30/2013	12/29/2013	14,220.00	Hosting Services for 10,000 Active Employees for October, 2013
23484	10/16/2013	12/15/2013	1,567,500.00	Software License Fees



October 10th, 2017

To: Washington Technology Solutions - Watech

RE: Letter Agreement for Rates

This letter is to summarize the understanding of WorkForce Software, LLC ("WFS") and the State of Washington Department of Transportation ("DOT") (collectively, the "Parties") in regard to maintenance and hosting rates for the current biennium running from July 1st, 2017 – June 30th, 2019.

As per OFM Contract Number K1693 (formerly DES Contract 2336) (the "Contract"), fees for maintenance and hosting are detailed within the Contract with rates remaining constant as per the Contract outside of a CPI increase.

This letter is to confirm that the Parties have agreed to maintain rates for the DOT as being constant for the current biennium term ending June 30th, 2019, with WFS waiving its right to increase rates by CPI during this period.

STATE OF WASHINGTON - WATECH

WORKFORCE SOFTWARE, LLC

Date: 10/12/2017
Signature: Margaret Larkey
Printed Name: MARGARET LARKEY
Title: ASST DIRECTOR/INT-APP

Date: October 13, 2017
Signature: Bob Feller
Printed Name: Bob Feller
Title: Chief Financial Officer

RECEIVED

FEB 04 2015

OFM DIRECTOR'S OFFICE

AMENDMENT NO. 1
TO
CONTRACT NO. K2336
BETWEEN
OFFICE OF FINANCIAL MANAGEMENT
AND
WORKFORCE SOFTWARE, LLC

This Contract Number K2336 made by and between the Office of Financial Management ("OFM") and WorkForce Software, LLC (WorkForce) is hereby amended to invoke the Technology Agreement Waiver clause, Section 15.10, with the intention to waive specific aspects of SOC 2 reporting obligations contained in Exhibit 2 - Hosting Services, Section 2.8 - Controls Over Financial Report and Operations.

OFM hereby waives WorkForce's primary and secondary data center providers ("Subcontractors") contractual obligation to provide SOC 2 reports for Confidentiality and Privacy Trust Service Principles as described in the Hosting Services agreement based on the following conditions existing at all times:

- a. WorkForce's primary and secondary data center services which are provided by a Subcontractor, and;
- b. WorkForce's Subcontractors maintain continuous control and secure access to Subcontractor's facilities and infrastructure, and;
- c. WorkForce's Subcontractors do not have access to Washington State data within Subcontractor's secure facilities, and;
- d. WorkForce's Subcontractors: 1) do not have access by key or other means to the locked, caged, and otherwise secure area in which WorkForce servers reside, except for the sole and limited purpose for access during a physical emergency (such as fire), and 2) do not have network access to WorkForce's servers, and;
- e. WorkForce's Subcontractors provide SOC 2 audit reporting, or agree to be included within WorkForce's SOC 2 audit report, or agree to be included within WorkForce's SOC 2 audit report covering the SOC 2 Security and Availability Trust Service Principles, and;
- f. WorkForce continues to provide SOC 2 audit reports supporting privacy and confidentiality Trust Service Principles of the data maintained on WorkForce owned servers which are co-located at the Subcontractor's primary or secondary data center as specified in the Technology Agreement, Section 14.4(b), and;
- g. WorkForce continues to provide access to Washington State data and/or reports in the event of an audit.

Notwithstanding this specific Waiver, WorkForce continues to be obligated to provide SOC 2 level reporting requirements which meet all other Trust Service Principles described in the

Hosting Agreement, the Technology Agreement and all other terms and conditions, previous and future modifications shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby execute this Amendment.

Approved

Approved

*Washington State Office of Financial
Management*

WorkForce Software, LLC



Signature



Signature

Tracy Guerin
Deputy Director

Name/Title

2/4/15

Date

Kevin Choksi
CEO, WorkForce Software, LLC

Name/Title

1-26-15

Date



RECEIVED

MAR 18 2015

OFM DIRECTOR'S OFFICE

STATE OF WASHINGTON
OFFICE OF FINANCIAL MANAGEMENT

Insurance Building, PO Box 43113 □ Olympia, Washington 98504-3113 □ (360) 902-0555

AMENDMENT NUMBER 1
TO
EXHIBIT 1, TLA SOLUTION PROJECT AGREEMENT
UNDER
OFM CONTRACT NO. K1693
(formerly DES Contract No. K2336)
BETWEEN
OFFICE OF FINANCIAL MANAGEMENT
AND
WORKFORCE SOFTWARE, LLC

This Amendment Number 1 (Amendment) to Exhibit 1, TLA Solution Project Agreement (Project Agreement) under Contract Number K1693 is made by and between the Office of Financial Management ("OFM") and WorkForce Software, LLC (WorkForce) for the purpose of modifying the Project Agreement and its relevant schedules to reflect the restructuring of the original Project Agreement dated September 2013 for implementation of the EmpCenter product. The parties therefore agree to the following:

PROJECT AGREEMENT

On page ii, the reference to Schedule 6.10 Development Opportunities is *DELETED*.

References to DES shall be read as OFM unless the context demands otherwise.

STRIKE "DES Chief Information Officer" throughout the document and *REPLACE* with "OFM Project Director" throughout this Schedule.

Terms and Conditions

1. TLA Solution Project Description.

REPLACE AND SUPERSEDE the first paragraph of this section as follows:

The TLA Solution Project is a sub-project of the TLA Program with the objective of designing, installing, configuring, testing and deploying the TLA Solution. The TLA Solution will consist of an enterprise core system that will encapsulate the standard needs of the state of Washington as well as Agency specific design, configuration, testing and deployment for the Department of Ecology (ECY) and the production of artifacts supporting business requirements and functional design for non-marine divisions of the Department of Transportation.

2. Summary of Fees and Costs.

REPLACE AND SUPERSEDE the table titled "One-Time Fees" as follows:

One-Time Fees	Amount
Software License Fees – EmpCenter Time and Attendance and EmpCenter Absence Compliance Tracker – Enterprise-Wide – Unlimited	\$1,380,000
Software License Fees – EmpCenter Advanced Scheduler – Enterprise-Wide*	\$187,500
Implementation Fees – Fixed Fee	\$3,273,215.60
Total One-Time Fees	\$4,840,715.60

3. TLA Solution Project Schedules.

DELETE Schedule 6.10 Development Opportunities

5.4 DES Business and Technical Requirements.

DELETE subsection (A) in its entirety.

6.3 Project Schedule.

REPLACE AND SUPERSEDE this section in its entirety with the following:

The completion date for the TLA Solution Project December 31, 2015 or, by mutual agreement of the parties, the date of Project Completion, whichever is later. The Project Schedule may be revised from time-to-time by mutual agreement of the parties, and once revised shall become incorporated into and a part of the TLA Solution Project Agreement. Any change(s) to the Due Date of a Critical Milestone must be made pursuant to an amendment to the TA to be effective (e.g., changes to the Due Date of a Critical Milestone made by a Change Order will not be effective).

6.10 Development Opportunities

DELETE this section 6.10 in its entirety.

Schedule 4, Payment and Other Related Terms

2. **Implementation Services Fees, Payment Milestones and Critical Milestones and Associated Critical Milestone Due Dates.**

REPLACE AND SUPERSEDE as follows:

The payment milestones for implementation Services fees and the Critical Milestones and associated Critical Milestone Due Dates are set forth below:

The requirements and critical milestones for the implementation Services fees have been modified and reflected in Schedule 6.1 Statement of Work have modified. The Payment and Critical Milestones table is replaced and superseded by the following:

	Payment and Critical Milestones	Payment Amount	Estimated Critical Milestone Due Date
01	Project Kickoff	334,348.10	11/22/13
02	Foundational Core Requirements Defined	334,348.10	2/13/14
03	Design (Ecology)	334,348.10	1/30/15
04	Configuration (Ecology)	334,348.10	3/15/15
05	Vendor Testing (Ecology)	334,348.10	4/30/15
06	State System & E2E Testing (Ecology)	334,348.10	5/29/15
07	UAT (Ecology)	334,348.10	6/30/15
08	Production (Ecology)	334,348.10	9/30/15
09	Stabilization (Ecology)	334,348.10	11/30/15
10	Design (WSDOT non-marine)	127,000.00	3/31/15
11	Project Completion	137,082.72	12/31/15
	Total Implementation Service Fees	\$3,273,215.60	

3. **Delay Credits.**

The last paragraph of this section is *REPLACED AND SUPERSEDED* as follows:

Delay Credits shall be subject to a cap of 20% of the Implementation Services fees. This cap shall be adjusted (increased or decreased) based on Change Orders affecting the Fixed Fee for the TLA Project.

Schedule 5.4-A, DES Business and Technical Requirements

Schedule 5.4-A is *DELETED* in its entirety.

Schedule 6.1, Statement of Work

Schedule 6.1 is *REPLACED AND SUPERSEDED* in its entirety with the Revised Statement of Work dated February 24, 2015.

Schedule 6.2, Key Personnel

Schedule 6.2 is *REPLACED AND SUPERSEDED* in its entirety with the Revised Key Personnel dated February 17, 2015.

Schedule 6.3, Project Schedule

Schedule 6.3 is *REPLACED AND SUPERSEDED* in its entirety with the Revised Project Schedule dated February 24, 2015.

Schedule 6.4, Joint Resource Plan

Schedule 6.4 is *REPLACED AND SUPERSEDED* in its entirety with the Revised Resource Plan dated February 17, 2015.

Schedule 6.10, Development Opportunities

Schedule 6.10 is *DELETED* in its entirety.

Schedule 7, Prime Vendor Tools and Utilities

Schedule 7 is *DELETED* in its entirety.

Schedule 8, Data Collection Devices and Support and Maintenance Services, and Technical, Site Survey and Installation Services Options

Schedule 8 is modified to DELETE references to the EmpCenter Engage product which is no longer available. The new product, DCD EmpCenter 4000, is ADDED as follows:

DCD Purchase Model			
Model Name	Model Number	Hardware (\$)	Support (\$)
EmpCenter 4000	EC4000	\$1,989.00	\$259.00

Pricing is unit cost for each DCD, Support and Maintenance Services is an annual fee for each DCD.

DCD Service Model		
Model Name	Model Number	Fully-Bundled Monthly Fee (\$)
EmpCenter 4000	EC4000	\$77.10

Pricing assumes monthly unit cost for each.

DCD Additional Fees		
Description	Recurring (\$)	One Time (\$)
Barcode Reader	\$20.67	\$159.00
HID Reader	\$41.47	\$319.00
Power over Ethernet	\$25.87	\$199.00
Mag Strip Reader	\$15.47	\$119.00
Biometric Reader	\$62.27	\$479.00
Dual Proximity Reader <i>(Available with EC4000 Only)</i>	\$55.77	\$429.00

Recurring \$ assumes annual Support and Maintenance Services cost.

All other terms and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby execute this Amendment.

Approved

Approved

Office of Financial Management

WorkForce Software, LLC

Signature

Signature

Tracy Guerin
Deputy Director

Kevin Choksi
CEO, WorkForce Software, LLC

Name/Title

Date

Name/Title

Date

**AMENDMENT NUMBER TWO
TO
WASHINGTON STATE
DEPARTMENT OF ENTERPRISE SERVICES
TECHNOLOGY AGREEMENT
NO. K2336 (CONTRACT)
ASSIGNMENT TO
OFFICE OF FINANCIAL MANAGEMENT**

This Amendment Number Two ("Amendment") is entered into by and between WorkForce Software, LLC ("Obligor"), the Washington State Department of Enterprise Services ("Assignor"), and the Washington State Office of Financial Management ("Assignee") for the purpose of assigning the rights, duties and obligations of the Assignor under the Technology Agreement K2336 ("Contract") to the Assignee.

Therefore, the parties agree that subject to Section 15.12, *Binding Nature and No Assignment* of the Contract and by this Amendment:

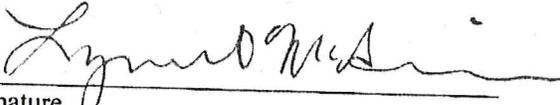
1. Obligor hereby gives its written consent to the assignment of the Contract to the Assignee.
2. Assignor hereby relinquishes and assigns, transfers, and delegates to Assignee its rights, title, interest, benefits, duties and obligations held under the Contract.
3. Obligor hereby acknowledges that Assignor is the central information technology service and operational provider to Washington State agencies, including the Assignee. Obligor therefore agrees that Assignor shall retain rights to perform such services, operational duties and obligations on behalf of Assignee.
4. Assignee hereby accepts this Assignment and agrees to be bound by the terms and conditions of the Contract. Assignee further assumes all obligations and liabilities of, and all claims against, Assignor under the Contract as if Assignee were the original party to the Contract. Assignee warrants it is in a position and promises to fully perform all obligations that may exist under the Contract.

- Obligor recognizes Assignee as the Assignor's successor in interest in and to the Contract. Assignee by this Amendment becomes entitled to all of Assignor's rights, title, and interest in and to the Contract as if Assignee were the original party to the Contract.
- This Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns.

The effective date of this Amendment shall be January 21, 2015.

APPROVED

Washington State
Department of Enterprise Services
Assignor



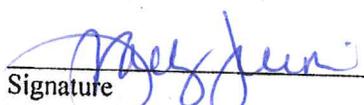
Signature

Lynne McGuire
Deputy Director
Title

22 January 2015
Date

APPROVED

Washington State
Office of Financial Management
Assignee



Signature

Tracy Guerin
Deputy Director
Title

2/4/15
Date

APPROVED

WorkForce Software, LLC
Obligor



Signature

Kevin Choksi
Chief Executive Officer
Title

1-26-15
Date



Confirmation of Assignment or Transfer

Washington State Department of Enterprise Services
Previous Beneficiary Company Name

Washington State Office of Financial Management
New Beneficiary Company Name

OFM Contract Services
Address Line 1

PO Box 43113/ 302 Sid Snyder Ave SW

Address Line 2

Olympia, WA 98504-3113
City, State, Zip Code

United States of America
Country

Escrow No. 23635 SB
Escrow Number

Bonnie Lindstrom,
Contract Coordinator
Main Contact

360-902-0568
Telephone

360-664-2832

Facsimile

Bonnie.lindstrom@ofm.wa.gov
e-mail Address

This confirms that the Escrow Agreement dated by and between the Washington State Office of Financial Management and EscrowTech International, Inc. ("EscrowTech") was assigned or transferred by the Washington State Department of Enterprise Services to the Washington State Office of Financial Management on or before January 21, 2015. The Washington State Office of Financial Management is now a party (as the "Beneficiary") to the Escrow Agreement in place of Washington State Department of Enterprise Services.

Washington State Office of Financial Management
Beneficiary Company Name

Authorized Signature

Tracy Guerin
Name

Deputy Director
Title

EscrowTech International, Inc.
Escrow Agent

Authorized Signature

Name

Title



RECEIVED

MAR 18 2015

OFM DIRECTOR'S OFFICE

STATE OF WASHINGTON

OFFICE OF FINANCIAL MANAGEMENT

Insurance Building, PO Box 43113 □ Olympia, Washington 98504-3113 □ (360) 902-0555

**AMENDMENT NUMBER 3
TO
OFM CONTRACT NUMBER K1693
(formerly DES Contract Number 2336)
BETWEEN
OFFICE OF FINANCIAL MANAGEMENT
AND
WORKFORCE SOFTWARE, LLC**

This Amendment Number 3 (Amendment) to Contract Number K1693 is made by and between the Office of Financial Management (OFM) and WorkForce Software, LLC (WorkForce) for the purpose of supporting the successful implementation of the WorkForce product known as *EmpCenter* through a restructuring of the original contract.

Therefore, the following documents are amended as set forth herein:

Technology Agreement

The Contract Number is hereby changed to K1693 for tracking purposes with the Office of Financial Management (OFM) where the contract was assigned under Amendment 2 to the Technology Agreement.

Throughout this Technology Agreement, including any attached Exhibits or Schedules, reference to "DES Chief Information Officer" shall be *replaced* with "OFM Project Director."

Further, the following sections of the Technology Agreement are modified as follows:

15.1 *Notices*, references to DES contacts shall be modified to reference OFM contacts as follows:

If to OFM:

Washington State Office of Financial Management
OFM Contract Services
Attention: Bonnie Lindstrom, OFM Contracts Coordinator
P.O. Box 43113
302 Sid Snyder Ave SW
Olympia, WA 98504-3113
Phone: (360) 902-0568
E-mail: bonnie.lindstrom@ofm.wa.gov or
<http://ofm004/contracts/contracts.htm>

With copy to:

Washington State Office of Financial Management
Insurance building
Attention: Denise Doty, Project Director
P.O. Box 43113
302 Sid Snyder Ave SW
Olympia, WA 98504-3113
Phone: 360-725-0183
E-mail: Denise.Doty@ofm.wa.gov

Schedules to Technology Agreement:

Schedule 1.5 Definitions

The following definitions are **ADDED**:

"OFM Director" means the individual appointed by the governor under RCW 43.41.060 as the executive head and appointing authority of OFM. The DES Director has the powers and duties enumerated in RCW 43.41, including the authority to enter into contracts on behalf of OFM.

"OFM Project Director" means the person appointed by the OFM Director to lead and manage the implementation of the solution on behalf of the State of Washington.

Schedule 3.2.3 Certification Form

Strike "DES Chief Information Officer" **Replace** with "OFM Project Director" throughout this Schedule.

Exhibits to Technology Agreement:

Exhibit 1 - TLA Solution Project Agreement

See attached Amendment 1 to Exhibit 1, TLA Solution Project Agreement

Exhibit 2 -Hosting Services

See attached Amendment 1 to Exhibit 2, Hosting Services

Exhibit 5 - Software Escrow Agreement

See attached Confirmation of Assignment or Transfer to Exhibit 5, Software Escrow Agreement

All other terms and conditions, previous and future modifications shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby execute this Amendment.

Approved

Office of Financial Management



Signature

**Tracy Guerin
Deputy Director**

Name/Title

4/24/15

Date

Approved

WorkForce Software, LLC



Signature

**Kevin Choksi
CEO, WorkForce Software, LLC**

Name/Title

3/10/15

Date

**AMENDMENT NUMBER FOUR
TO
WASHINGTON STATE
OFM CONTRACT NUMBER K1693
(Formerly DES Contract Number 2336)
BETWEEN
OFFICE OF FINANCIAL MANAGEMENT
AND
WORKFORCE SOFTWARE, LLC**

This Amendment Number Four (“Amendment”) to the Technology Agreement (Contract Number K1693) by and between Washington State Office of Financial Management (“OFM”) and WorkForce Software, LLC (“WorkForce”), dated September 23, 2013, including all Amendments and Statements of Work thereto (collectively, the “Agreement”).

WHEREAS, on April 22, 2014 (the “Closing Date”) Insight Wildcat Holdings, LLC, an affiliate of certain investment funds managed by Insight Venture Partners (“Buyer”), has acquired ownership of certain membership units in WorkForce pursuant to the terms of a Membership Interest Purchase Agreement; and

WHEREAS, the Buyer’s purchase of membership units of WorkForce has resulted in Buyer acquiring a majority ownership of WorkForce (the “Transaction”);

WHEREAS, operational control remains with the prior management of WorkForce, and Kevin Choksi continues to be the Chief Executive Officer of WorkForce.

NOW THEREFORE, the parties agree that subject to Section 15.12, *Binding Nature and No Assignment* of the Agreement and by this Amendment:

1. Effective as of the Closing Date, OFM hereby consents to the Transaction.
2. OFM further waives any and all rights to raise the liability cap on damages or to terminate or to allege a breach or default of the Agreement by reason of the Transaction, whether pursuant to Article 11 of the Agreement or otherwise as it pertains to the Transaction. For sake of clarity, any subsequent sale or disposition of a majority of all assets or equity interests of WorkForce shall require notice and approval in accordance with Section 15.12 of the Agreement.
3. Workforce and Buyer represent and affirm to OFM that neither the quality of the services provided, nor the availability of certain products described in the Agreement shall diminish as a result of the Transaction.

The effective date of this Amendment shall be the date of last signature below. Except as expressly modified by this Amendment, all other terms of the Agreement shall remain in full force and effect.

APPROVED:

Washington State Office of Financial
Management



Signature

Tracy Guerin, Deputy Director

4/24/15

Date

APPROVED:

WorkForce Software, LLC



Signature

Kevin Choksi, Chief Executive Officer

3/16/15

Date

**APPOINTMENT AS SPECIAL ASSISTANT ATTORNEY GENERAL
TERMS AND CONDITIONS**

AMENDMENT NO. 5

AMENDMENT NO. 5 to the Appointment as Special Assistant Attorney General Terms and Conditions executed this 15th day of APRIL, 2015, between the Washington State Attorney General's Office (AGO or Office), 1125 Washington Street SE, P.O. Box 40100, Olympia, Washington 98504-0100, the Office of Financial Management and Gallitano & O'Connor LLP (Special Assistant), 800 Hart Road, Suite 250, Barrington, IL 60010, phone: (224) 633-5000, fax: (224) 633-5001,

WHEREAS, the parties hereto entered into an Appointment as Special Assistant Attorney General Terms and Conditions on December 18, 2012. The Department of Enterprise Services (Agency) requested the appointment of a Special Assistant Attorney General to assist the Agency in the procurement of a state enterprise information technology system for time, leave, and attendance.

WHEREAS, the parties entered into Amendment No. 1 on April 1, 2013, to increase the maximum compensation, Amendment No. 2 on September 13, 2013, to modify the services provided and compensation and payment sections, Amendment No. 3 on June 17, 2014 to extend the term, and Amendment No. 4 on December 2, 2014, to increase the maximum compensation.

WHEREAS, effective January 21, 2015, the Department of Enterprise Services transferred ownership and control of the Time, Leave and Attendance Project to the One Washington Project Office within the Office of Financial Management and the Office of Financial Management has requested an extension of this Agreement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE to the following terms and conditions regarding this appointment as Special Assistant Attorney General. All other terms and conditions of this appointment will remain in full force and effect.

3. TERM

The term of this Agreement shall extend from the date of appointment to December 31, 2015. Either party may terminate this Agreement upon two weeks written notification. It is agreed that the Special Assistant will be compensated for services provided through the date of notification of termination at the hourly rate noted above, subject to the maximum Agreement limit. Compensation for any services provided after notification of termination shall be pursuant to

agreement of the parties. The Office may renew or extend this appointment as it deems necessary or appropriate, including increasing the maximum compensation or reimbursement amounts set forth above.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth above.

<p>OFFICE OF ATTORNEY GENERAL</p> <p>By: <u><i>Bruce Bern</i></u></p> <p>Title: <u><i>SA AAG</i></u></p> <p>Date: <u><i>4-15-15</i></u></p>	<p>GALLITANO & O'CONNOR LLP</p> <p>By: <u><i>[Signature]</i></u></p> <p>Title: <u><i>Partner</i></u></p> <p>Date: <u><i>4/6/15</i></u></p> <p>Fed. Tax I.D. No. _____ or Social Security No. _____</p>
<p>Acknowledgment of Appointment and Obligation to Reimburse for Expenses</p> <p>By: <u><i>[Signature]</i></u> Office of Financial Management</p>	



STATE OF WASHINGTON

OFFICE OF FINANCIAL MANAGEMENT

Insurance Building, PO Box 43113 ☐ Olympia, Washington 98504-3113 ☐ (360) 902-0555

**AMENDMENT NUMBER 6
TO
OFM CONTRACT NUMBER K1693
(Formerly DES Contract Number 2336)
BETWEEN
OFFICE OF FINANCIAL MANAGEMENT
AND
WORKFORCE SOFTWARE, LLC**

This Amendment Number 6 (Amendment) to Contract Number K1693 is made by and between the Office of Financial Management (OFM) and WorkForce Software, LLC (WorkForce) for the purpose of supporting the successful implementation of the WorkForce product known as *EmpCenter* through a restructuring of the original contract.

Therefore, the following documents are amended as set forth herein:

Technology Agreement

Article 15.3 Insurance, is amended as follows: *15.3.1 Required Coverages*. At Prime Vendor's sole cost and expense, Prime Vendor shall procure and maintain in effect from and after the Effective Dated and for the duration of the Agreement the insurance coverages described in the attached Schedule 15.3.1, **which is replaced and superseded in pertinent part by Attachment A to this amendment.**

Technology Agreement, Exhibit 1: TLA Solution Project Agreement

Schedule 4: Payment and Other Related Terms is amended as follows:

4. Support and Maintenance Services Fees

4.1 Support and Maintenance Services Fees for EmpCenter Time and Attendance and EmpCenter Absence Compliance Tracker.

Support and Maintenance Services fees for EmpCenter Time and Attendance and EmpCenter Absence Compliance Tracker shall be payable in increments of 1,000 Active Employees in accordance with the following amounts:

Active Employee Range	Annual Fee Per/1,000 Active Employees \$s	Annual Fee (Top of the Range) \$s
Up to 10,000	12,300	123,000
11,000 - 15,000	10,318	174,590
16,000 - 20,000	9,240	220,790
21,000 - 25,000	8,280	262,190
26,000 - 28,000	6,900	276,000
Over 28,000	N/A	276,000

Support and Maintenance Services fees shall commence on the Effective Date at ~~the initial tier level of 10,000 Active Employees, but and~~ shall be charged for the first year at 65% of the annual fee, or \$79,950. Following the first year, any purchase of Support and Maintenance Services shall be ~~for a minimum of 40,000 Active Employees and~~ charged at the rate indicated in the Table above.

4.2 Support and Maintenance Services Fees for EmpCenter Advanced Scheduler.

Support and Maintenance Services fees for EmpCenter Advanced Scheduler shall be payable in increments of 100 Active Employees in accordance with the following amounts:

Active Employee Range	Annual Fee Per/100 Active Employees \$s	Annual Fee (Top of the Range) \$s
Up to 1,500	900	13,500
1,600 - 2,000	880	17,900
2,100 - 2,500	880	22,300
2,600 - 3,000	880	26,700
3,100 - 3,500	880	31,100
3,600 - 4,000	880	35,500
4,000 - 4,100	880	37,260
Over 4,100	N/A	37,500

Support and Maintenance Services fees shall commence on the Effective Date ~~at the initial tier level of 1,500 Active Employees, but~~ and shall be charged for the first year at 65% of the annual fee, or \$8,775. Following the first year, any purchase of Support and Maintenance Services shall be ~~for a minimum of 1,500 Active Employees and~~ charged at the rate indicated in the Table above.

Technology Agreement, Exhibit 2: Hosting Services

Attachment D: Fees and Charges is amended as follows:

1.0 Monthly Hosting Fees During the Initial Hosting Term

Prime Vendor will invoice DES for the Hosting Services on a monthly basis, with each invoice being issued during the first week of each month for the Monthly Hosting Fees to be incurred during that month. The Monthly Hosting Fees for the Initial Hosting Term are based on increments of 1,000 Active Employees and are as follows:

<u># of Active Employees</u>	<u>Monthly Fee in \$s Per 1,000 Active Employees</u>	<u>Annual Fee in \$s (at max)</u>
10,000	1,580	189,600
11,000 - 15,000	1,500	279,600
16,000 - 20,000	1,375	362,100
21,000 - 25,000	1,250	437,100
26,000 - 30,000	1,125	504,600
31,000 - 35,000	1,000	564,600
36,000 - 40,000	900	618,600
41,000 - 45,000	775	665,100
46,000 - unlimited	650	704,100

Monthly Hosting Fees shall commence on the Effective Date ~~at the initial tier level of 10,000 Active Employees,~~ but shall be charged for the first year at 90% of the fee, or \$14,220/month. Thereafter, through the third anniversary of the Effective Date (September 2016), Prime Vendor may increase the Monthly Hosting Fees in the following amounts:

- 2% per year for each of the 2 years subsequent to the third anniversary date from the Effective Date; and then
- CPI less one percent (1%) (CPI – 1%), subject to a cap of 4% during any given 12 month period.

In addition, with the execution of this amendment and payment of the balance of hosting fees due (defined as the total owed for the year, less payments made to date), the Department of Ecology shall have full access to the testing environments, per OFM contract #K1693, and such hosting shall be considered paid-in-full through June 30, 2016.

ALL OTHER TERMS AND CONDITIONS IN OFM AGREEMENT K1693 AND ANY SUBSEQUENT AMENDMENTS REMAIN IN FULL FORCE AND EFFECT.

Washington State Office of Financial Management

WorkForce Software, LLC

Denise Doty for
Signature

Mark A. Kurose
Signature

Tracy Guerin
Deputy Director

Denise Doty 12/29/15
Name/Title Date

Assistant Director
Data & Technology

VP Client Services 24 DEC 2015
Name/Title Date

ATTACHMENT A
SCHEDULE 15.3.1: INSURANCE COVERAGES

Notwithstanding anything to the contrary in the Agreement, the insurance coverages required under Schedule 15.3.1 of the Agreement shall be adjusted as follows:

Commercial General Liability

Prime Vendor shall maintain coverage of Five Million and 00/100 Dollars (\$5,000,000) per occurrence and Five Million and 00/100 Dollars (\$5,000,000) as an annual aggregate.

Professional Liability Errors and Omissions and Internet Policies

Prime Vendor shall maintain coverage of Ten Million and 00/100 Dollars (\$10,000,000) per occurrence and Ten Million and 00/100 Dollars (\$10,000,000) as an annual aggregate. There will occur an annual review to ensure the coverage is sufficient for the number of agencies then receiving Prime Vendor's services.

ID Theft and Cyber Extortion (Cyber Business Interruption and Breach Costs)

Prime Vendor shall maintain coverage of Ten Million and 00/100 Dollars (\$10,000,000), per occurrence and as an annual aggregate. In addition, Prime Vendor shall provide a copy of their policy which enumerates any and all exclusions.

Umbrella or Excess Liability

Prime Vendor shall maintain coverage of Five Million and 00/100 Dollars (\$5,000,000) per occurrence and Five Million and 00/100 Dollars (\$5,000,000) as an annual aggregate.

With the exception of the Professional Liability, Automobile Liability, and Workers Compensation coverages, the State of Washington shall be named as an Additional Insured. All policies shall provide a Cross Liability or Separation of Insureds provision. Vendors insurance shall be primary to any coverage carried by the State of Washington. The contracting agency reserves the right to review vendor policy documents for all of the required insurance coverages.

Amendment Seven (7)
to
OFM Contract Number K1693
(formerly DES Contract Number K2336)

In accordance with Provision 15.12, *Binding Nature and No Assignment* of DES Contract Number K2336 (Assigned OFM contract Number K1693 (“**Contract**”), this Amendment 7 is entered into by and between WorkForce Software (“**Vendor**”), OFM (“**Assignor**”), and Consolidated Technology Services (“**Assignee**”).

The purpose of this Amendment is confirm the assignment and delegation to Assignee of all rights, duties and obligations held by Assignor under the above referenced Contract pursuant to the Assignment attached as Schedule A, which is incorporated by reference. The parties agree this assignment will not substantially change Vendor’s duties or risk, is not prohibited by law, and is compliant with all express contractual provisions.

All other provisions of Contract Number K1693, including previous amendments, if any, shall remain in full force and effect.

The signatories to this Amendment represent that they have the authority to bind their respective organizations to this Amendment.

This Amendment 7 shall be effective as of December 31, 2015, regardless of date of execution.

Approved

State of Washington,
OFM

Approved

Vendor
WorkForce Software



Signature



Signature

Roselyn Marcus

Print or Type Name

Christopher Hertz

Print or Type Name

Assistant Director 03/02/2016

Title

Date

GC/VP of Sales Op.

Title

2/23/2016

Date

Schedule A

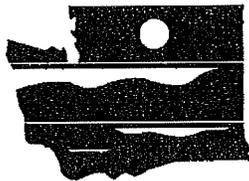
ASSIGNMENT AGREEMENT

This Assignment Agreement is entered into by and between WorkForce Software (“Vendor”), OFM (“Assignor”), and Consolidated Technology Services (“Assignee”) for the purpose of OFM Contract #K1693/DES Contract #K2336.

Assignor hereby relinquishes and assigns, transfers, and delegates to Assignee all rights, title, interest, benefits, duties and obligations held by Assignor under the Contract.

In consideration of the above, the parties agree that by this Amendment:

1. Vendor hereby gives its written consent to the assignment of the Contract to the Assignee,
2. Assignor confirms the transfer of all its rights, title, interest, benefits, duties and obligations under the Contract to Assignee, and waives any claims and rights that it now has or in the future may have against Obligor in connection with the Contract.
3. Assignee hereby accepts the assignment and agrees to be bound by the term and conditions of the Contract. Assignee also assumes all obligations and liabilities of, and all claims against, Assignor under the Contract as if Assignee were the original party to the Contract. Assignee warrants it is in a position and promises to fully perform all obligations that may exist under the Contract.
4. Vendor recognizes Assignee as the Assignor's successor in interest in and to the Contract. Assignee by this Agreement becomes entitled to all of Assignor's rights, titles, and interests in and to OFM Contract #K1693/DES Contract #K2336 as if Assignee were the original party to the Contract.
5. This assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns.



DEPARTMENT OF
ECOLOGY
State of Washington

16 MAY -4 01:49

DEPT. OF ECOLOGY

CONTRACT No. C1600185

CONTRACT FOR SERVICES

BETWEEN

STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

WORKFORCE SOFTWARE, LLC

This Contract is made and entered into by and between the state of Washington, Department of Ecology, referred to as "ECOLOGY," and the below named firm, referred to as "CONTRACTOR."

Contractor Name: **WORKFORCE SOFTWARE**

Address: **38705 SEVEN MILE ROAD, SUITE 300**

City, State, Zip Code: **LIVONIA, MI 48152**

Phone: **734-742-3618**

SWV#: **SWV0164931-00**

E-mail: **AR@WORKFORCESOFTWARE.COM**

Washington State
UBI Number:

Federal ID Number: **45-3862733**

1) PURPOSE

The purpose of this Contract No. C1600185 is to acquire WorkForce resources to support Ecology's implementation of the EmpCenter solution. Ecology has outlined the need for Implementation Consultant, Application Consultant, and Integration Engineer resources. The initial project schedule has been outlined to enable resource planning for both WorkForce Software and Ecology.

2) SCOPE OF WORK

a) CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in Appendix A, Statement of Work and Deliverables.

1) Location of Services:

The following Services will be performed at the specified Ecology location:

Ecology Location: Lacey, Washington

WorkForce Application Consultant will be onsite for project kickoff and one week following the Pilot and Full Agency go-lives.

Remaining on-site meetings will be determined during the project.

b) Appendix B, Office of Financial Management Contract K1693 (Department of Enterprise Services Contract K2336) and associated amendments (collectively, the "Agreement") is incorporated herein by reference. Except as expressly modified herein, the terms of the Agreement shall govern.

3) PERIOD OF PERFORMANCE

The period of performance under this contract will be from date of May 1, 2016 or the date of final signature, whichever comes later, and be completed by April 30, 2017, unless terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

4) TOTAL COMPENSATION

Total compensation payable to CONTRACTOR for satisfactory performance of the work performed under this contract shall not exceed Five Hundred Ninety-Two Thousand Three Hundred Twenty Dollars (\$592,320), inclusive of all costs, *except state taxes*. ECOLOGY may, at its reasonable business discretion, terminate this contract No C1600185 (but not the Agreement) or withhold payments claimed by the CONTRACTOR for services rendered under this if the CONTRACTOR fails to materially comply with any term or condition of this contract.

The following describes the total number of estimated hours and resource roles estimated for this project. WorkForce will invoice Ecology monthly in arrears for hours (see section 7 Billing and Payment Procedures).

Category	Hours	Hourly Rate	Total
One Delivery Manager			
One Implementation Consultant			
One Application Consultant	3,280	\$169	\$ 554,320
One Integration Engineer			
Education Services			\$ 18,000
Sub-total			\$ 572,320
Estimated Travel Expenses			\$ 20,000
Total			\$ 592,320

Education Services

Training needs will be determined by Ecology and will be charged at the time of student enrollment:

Education Services		
Total Recommended Units	Price Per Unit	Education Services Total
180	\$100	\$18,000

Estimated Travel Expenses

The table below contains estimated WorkForce consultants' travel expenses for the project:

Trips	Estimate	Total
10	\$2,000	\$20,000

5) EXPENSES

CONTRACTOR may receive reimbursement for travel and other expenses as authorized in advance by ECOLOGY as reimbursable. Such expenses may include: airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. The maximum amount for approved expenses shall not exceed \$20,000, which is include in the total compensation for this contract. Compensation for travel expenses shall be at current state travel reimbursement rates. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Total expenses not to exceed \$20,000, unless amended by ECOLOGY.

6) PERFORMANCE-BASED CONTRACT

This is a performance-based contract, in which payment is based on the successful completion of expected deliverables. Compensation is for the work provided in accordance RCW 39.26.180(3). The parties have determined that the cost of accomplishing the work herein will not exceed the Total Compensation identified herein. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount via an amendment. Compensation for services shall be based on the tasks identified in the statement of work and budget. ECOLOGY will not make payment until it has reviewed and accepted the completed work.

7) BILLING AND PAYMENT PROCEDURES

Payment request shall be submitted on state form, Invoice Voucher A19-1A. Invoice shall describe and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related costs. Each invoice voucher shall reference the Contract number and clearly identify those items that relate to performance under this Contract. Attach supporting documentation to invoice. Send Invoices to:

State of Washington
Department of Ecology
Attn: Janis Henry
P.O. Box 47615
Olympia, WA 98504-7615

Payment requests may be submitted on a monthly basis or at the completion of the work. Upon expiration of this Contract, any claim for payment not already made shall be submitted to ECOLOGY within thirty (30) days after the expiration date or the end of the fiscal year, whichever is earlier.

Payment shall be made within thirty (30) days of a properly completed invoice, form A19-1A. Payment shall be considered timely if made by ECOLOGY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

Payment will be issued through Washington State's Department of Enterprise Services Statewide Payee Desk. To receive payment you must register as a state-wide vendor by submitting a state-wide vendor registration form and an IRS W-9 form at website,

<http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>.

If you have questions about the vendor registration process you can contact DES at the Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.

8) FUNDING AVAILABILITY

ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this contract, ECOLOGY, at its sole discretion, may elect to terminate the contract, in whole or part, for convenience or to renegotiate the contract subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the contract until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions. ECOLOGY shall pay to CONTRACTOR all amounts due and owing for work performed to the effective date of termination.

9) CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

Contract Manager for ECOLOGY is:	Contract Manager for WorkForce is:
<p><i>Name:</i> Janis Henry Program Name: Financial Services Division Address: 300 Desmond Dr SE, Lacey, WA 98503 Mailing Address: P.O. Box 47615 Olympia, WA 98504-7615 Phone: (360) 407-6386 E-mail address: janis.henry@ecy.wa.gov</p>	<p><i>Name:</i> Hal Bass Contractor Name: WorkForce Software Address: 38705 Seven Mile Road City, State Zip Code: Livonia, MI 48152 Phone: (480) 220-5605 E-mail address: hbass@workforcesoftware.com</p>

10) ASSURANCES

ECOLOGY and the CONTRACTOR agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

11) CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

12) WARRANTY

WorkForce warrants that the work performed will materially match the approved Functional Design Documents in the 30-day period starting upon completion of the Go-Live and Deploy Phase III. Should Ecology find any material variances between the Deliverables and the Functional Design Document during this timeframe, WorkForce will at no additional cost undertake efforts to correct such problems so that EmpCenter meets the documented requirements and design. In order to avail itself of this warranty, Ecology shall report any issues in a timely manner, including references to documented requirements and test cases. Any configuration changes made by Ecology are not covered by the warranty, and may void the entire warranty. EXCEPT AS SPECIFICALLY SET FORTH IN THIS PARAGRAPH WORKFORCE MAKES NO OTHER WARRANTIES WITH RESPECT TO THE DELIVERABLES OR WORKFORCE'S SERVICES, EXPRESS OR IMPLIED, AND WORKFORCE HEREBY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13) ORDER OF PRECEDENCE

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and state of Washington statutes and regulations.
- Mutually agreed written amendments to this Contract.
- This Contract, No. C1600185.
- Appendix A – Statement of Work and Deliverables.
- Appendix B – OFM Contract K1693 (DES Contract K2336) and associated amendments.
 - a. Notwithstanding anything contained in the Agreement, in the event of a conflict of the terms contained herein and the terms of the Agreement, the terms contained herein shall control.

14) ENTIRE AGREEMENT

This contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

15) APPROVAL

This contract shall be subject to the written approval of ECOLOGY's authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

The signatories to this contract represent that they have the authority to execute this contract.

IN WITNESS WHEREOF, the parties below, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

State Of Washington
Department Of Ecology

WorkForce Software, LLC

By: Polly Zehm
Signature

Polly Zehm
Print Name

Deputy Director 5/5/16
Title Date

By: [Signature]
Signature

Mark J. Kucowski
Print Name

VP Global Services 2 May 2016
Title Date

Approved as to form only: Attorney General Office

APPENDIX A STATEMENT OF WORK AND DELIVERABLES

Washington State Department of Ecology ("Ecology") has selected the WorkForce Software ("WorkForce") EmpCenter® product suite to support the following workforce management initiatives:

- Improve accuracy of payments to employees
- Automate accurate capture of employee time
- Provide self-service features to employees
- Enable web-based workflow for time off requests and submission/approval of time
- Integrate with HR, payroll, and other agency systems
- Automate processing of leave and other absence events
- Effectively schedule, monitor and approve employee work time and absence time to improve payroll accuracy and reduce labor expenses

Product Scope

Ecology has engaged the WorkForce Professional Services group to assist in the implementation of the following WorkForce EmpCenter product modules:

- **EmpCenter Time and Attendance ("TA"):** TA is a component of the EmpCenter suite that is designed to automate and standardize the time collection and approval processes
- **EmpCenter Absence Compliance Tracker ("ACT"):** ACT helps customers to manage employee leave policies and practices from leave determination to case management

A detailed description of EmpCenter standard product behavior, typical configuration, and functional limits is provided in the EmpCenter Functional Description (EFD) for each EmpCenter module. The EFD defines the extent of functionality available from a product perspective.

Project Overview

In 2013, the State of Washington chose EmpCenter as the system of record for time collection and leaves case management. During the initial engagement, Ecology, other state partners, and WorkForce completed the Requirements Phase, Design Phase and Build Phase. During the Validation Phase the overall project was placed on hold. EmpCenter was not deployed to Ecology's employee population.

Ecology and WorkForce are re-engaging this project to upgrade the State of Washington environment to the current EmpCenter version and complete the implementation of the Ecology population that existed at the time of the project close down.

Ecology has established a project team and identified key project resources and stakeholders. WorkForce resources allocated to the project will participate on the core project team.

Phases

The project implementation methodology will consist of the phases outlined below. The scope of work related to WorkForce resources has been provided in each phase to enable resource planning.

- ◆ **Version Upgrade:** Upgrade of Ecology's current environments to version 16.1 of EmpCenter is configured by WorkForce. While budgeted hours for this phase are included in the resource plan, the hours associated with the upgrade are not included in Section 4 Total Compensation. This work is covered under agreement referenced in Appendix B.
- ◆ **Gap Analysis:** Review of open items and new requirements are identified and documented in a gap analysis and updated Functional Design Documents (FDD)
- ◆ **Build:** EmpCenter is configured and unit tested by WorkForce. WorkForce delivers design review sessions
- ◆ **Validate:** WorkForce supports Ecology's execution of testing verify that the EmpCenter configuration meets the documented configuration requirements
- ◆ **Deploy:** End-users are trained and EmpCenter is rolled out to end-users; the project is transitioned to production support teams, and lessons learned and project closeout activities are completed

Version Upgrade Phase

WorkForce will upgrade Ecology's development, test, train and production environments to the latest release (16.1) of EmpCenter.

Gap Analysis Phase

Ecology, with support from WorkForce resources, will coordinate workshops to develop a gap analysis and update the FDDs.

The Gap Analysis may consist of, but is not limited to the following:

- Demonstrating and evaluating the impacts of the new releases of EmpCenter to the last build of the prior project (version 9.6)
- Incorporating new requirements identified by Ecology that have been identified since the conclusion of the last project. This includes reports for the Affordable Care Act, CBA changes, exception time reporting, and the redesigned solution for overtime and holidays.
- Remediating the known defects from the prior project
- Assessing and documenting the impacts of the upgrade to the existing interfaces
- Assessing and documenting the impacts of changes to the Ecology HRIS system (HRMS) that may impact the configuration

WorkForce will:

- Provide demonstrations of EmpCenter functionality
- Provide subject matter expertise related to the EmpCenter product, upgraded versions, Ecology configuration and address other questions related to the analysis
- Support the development of the Gap Analysis Document
- Support the update of the FDDs and technical design documents (TDDs)
- Evaluate changes to interfaces (if required)

Build Phase

During the Build Phase, WorkForce will perform configuration of the new requirements and the items identified during the Define Phase (Gap Analysis). Prior to the conclusion of the Build Phase, WorkForce will unit test all configurations performed during this phase.

Near the end of the Build Phase, both WorkForce and Ecology will have completed configuration and development of interface components and will provide actual data files of the data extracts and conversions for which each party is responsible to support unit testing with actual interface files.

WorkForce will:

- Configure EmpCenter to the approved requirements and design documents
- Perform unit testing of all configuration and interface components utilizing the Functional Design Document and Ecology test cases
- Conduct design review sessions with the Ecology functional team of the complete configured solution
- Review and provide input to Ecology's Test Plan
- Confirm EmpCenter functionality is ready for Testing

Validate Phase

During the Validate Phase, Ecology staff will test EmpCenter per the approved Test Plan, which defines process and timing for reporting and resolution of issues. WorkForce will support Ecology testing activities by answering questions, analyzing results, and resolving confirmed issues. Ecology anticipates performing both integration (SIT) and acceptance (UAT) test phases. WorkForce will work with Ecology to review, confirm, and prioritize issues and identify next steps.

Ecology will execute the Test Plan, verifying that the system meets the documented requirements and is ready to be deployed to Ecology end-users.

During this phase, training is provided for Ecology test staff and Ecology administrators (EmpCenter support). Efforts will begin with the preparation for transitioning the system to support organizations once the system is deployed.

The Validate Phase concludes with the acceptance of the EmpCenter Configuration Package and the approval to migrate the Configuration Package to production, including the plan to resolve any remaining gaps and issues in the system.

WorkForce will:

- Deliver training courses to key testing and administrator project team members
- Support Systems Integration and User Acceptance Testing activities by answering questions, analyzing results, and helping to identify root cause of reported issues
- Identify issues that are due to incorrect data, requirements, test cases, execution, or interpretation of results and document options for Ecology to resolve
- Resolve confirmed EmpCenter configuration issues

- Ensure the test and train environments are up to date with the latest configuration to support testing and training preparation activities

Deploy Phase

The Deploy Phase begins with Ecology ensuring that all of the people, processes, and technology are ready for the deployment to Production. Preparations are made in accordance with the Deployment Plan. Ecology activities include training of all new users of the EmpCenter solution. As the system goes live with end-users, the WorkForce project team will support the Ecology team per the Deployment Plan.

This phase will consist of 3 deployments:

1. ACT for the entire agency
2. Pilot deployment to a segment of the Ecology population .
3. Full Ecology deployment

At the conclusion of the WorkForce supported deployment and the Warranty Period, the project team will facilitate the transition to Workforce Support Services and Ecology Support Services and perform project closeout activities.

WorkForce will:

- Migrate Configuration Package to Production
- Provide onsite consulting services and answer questions from the Ecology project team during and immediately after the deployment of EmpCenter
- Support deployment by helping to identify the root cause and resolving confirmed EmpCenter configuration issues
- Transition ongoing support of the system to the WorkForce Support Services
- Perform a project closeout discussion to validate project activities have been completed
- Perform deployment support
- Perform warranty support

Timeline and Milestones

The estimated project timeline and associated milestones are provided below. The timely execution of project activities is critical to the success of this implementation. WorkForce commits to providing resources based on the implementation schedule and will support changes to the resource plan with 10 business day notice.

Project Milestones

MILESTONE	TARGET DATE	DESCRIPTION
M01	Start of Week 1 5/2/16	Project Start (Begin Plan & Define Phase): WorkForce initiates the project
M02	End of Week 7 6/17/16	Review and Sign-off of the Functional Design Documents and Gap Analysis
M03	End of Week 7 6/17/16	Complete Upgrade to the 16.1 version: Completion of upgrade to Ecology's database.
M04	End of Week 13 7/29/16	Complete delivery of configuration review sessions
M05	End of Week 13 7/29/16	Deliver Configured EmpCenter Solution (End Build Phase): WorkForce delivers the Configuration Package
M06	Start of Week 14 8/1/16	Ecology Acceptance Testing Start: Ecology executes Test Plan and provides feedback on testing results to WorkForce
M07	Week 18 9/1/16	Go Live and Deploy Phase I: Absence Compliance Tracker: The Ecology goes live with Absence Compliance Tracker
M08	End of Week 29 11/18/16	Ecology Acceptance Testing Complete for Time and Attendance (End Validate Phase): Ecology signs off with acceptance of the delivery configuration package and the Warranty period begins
M09	Week 31 12/1/16	Go-live and Deploy Phase II: Pilot Group Marks Ecology's first use of EmpCenter in a production environment and begins transition to WorkForce Software's Technical Support department.
M10	Week 40 2/1/17	Go-live and Deploy Phase III: Remaining Employee Groups Marks Ecology's first use of EmpCenter in a production environment and begins transition to WorkForce Software's Technical Support department.
M11	End of Week 52 4/29/17	Move to Support (End Deploy Phase): Complete transition of the system from WorkForce Project Team to WorkForce Support Services and Ecology Support

WorkForce Project Team

The following table depicts the roles required by WorkForce to execute the scope of work defined in this SOW. WorkForce personnel will use WorkForce laptops, tools, and e-mail addresses to perform work and communicate with Ecology.

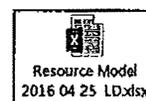
Role(s)	Responsibilities
Implementation Consultant	Works closely with the Project Team to analyze and document requirements, demonstrates and clarifies system functionality, provides software product expertise, and recommends best practices and business process improvements. The Implementation Consultant tests the software configuration prior to delivery to Ecology.
Integration Engineer	Defines and develops system interfaces to support integration of EmpCenter with external systems, provides technical assistance necessary throughout the implementation. Provides information and recommendations on the hardware and software environments necessary to run the application based upon the detailed requirements analysis.
Application Consultant	Configures the EmpCenter product in accordance with the documented requirements.
Training Consultant	Develops standard training materials based on Ecology EmpCenter requirements and delivers training to project team, administrators, and Ecology trainers.
Delivery Manager	Coordinate overall solution , resources planning with Ecology leadership

Resource Planning and Scheduling

The following information pertains to management of the work and scheduling of resources.

- Ecology will appoint a Project Manager to provide direction and guidance to WorkForce consultants through the duration of the Statement of Work. The Ecology Project Manager will be responsible for overall delivery success including budget, timelines, scope, and overall direction for the project.
- Ecology team members will address all issues raised by WorkForce consultants in a timely manner.
- Ecology will provide timely access to Ecology project resources during the engagement. Ecology and WorkForce will make every reasonable effort to respond to all inquiries within one business day.
- WorkForce will provide status information as requested by Ecology.

The estimated resource plan has been attached to this amendment (Resource Model 2016 04 25 LD.xlsx). Ecology will document and submit to WorkForce a Resource and Staffing Model that depicts weekly utilization of resources for the entire project.



Changes to the planned hours for each resource will require a two week notification to WorkForce to accommodate an increase or decrease in hours. Resource additions or reductions to the planned hours will require a four week notification to WorkForce to accommodate the resource change.

Staff Assignments

WorkForce will provide the names and resumes of proposed resources to Ecology for review and approval prior to assignment.

Ecology may, at its sole discretion, at any time during the implementation request replacement of WorkForce assigned resources. Upon receipt of this request, WorkForce will provide a replacement within 10 business days.

APPENDIX B

Office of Financial Management Contract K1693 (Department of Enterprise Services Contract K2336) and associated amendments.

This amendment to OFM contract K1693 (DES Contract K2336) will serve as the statement of work for the Washington State Department of Ecology's implementation of the EmpCenter solution. The provisions of the existing contract and amendments remain in full affect.

End of Document

