AGREEMENT FOR CLOUD SOFTWARE IMPLEMENTATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 26th day of August, 2021, by and between Yamhill County, a political subdivision of the State of Oregon, ("County"), and Graviton Consulting Services, Inc, a Nevada corporation, located at _____ ("Contractor"), (collectively, "the Parties) as pursuant to the following terms and conditions.

WHEREAS, Contractor submitted a successful proposal in response to a Request for Proposals (RFP) issued by County for software and software implementation services; and

WHEREAS, County requires the work and Services, as defined below and as described elsewhere herein, and the Contractor is willing, skilled and agrees to provide all the work and Services described herein;

WHEREAS, County and Contractor now mutually desire to work together to complete the project as described herein and this Agreement is made to specify the mutual obligations of County and Contractor for completion of the project, NOW THEREFORE, IT IS AGREED:

WITNESSETH:

1. SCOPE OF SERVICES

Contractor agrees to provide to County, under the terms and conditions of this Agreement, the mutually agreed upon consulting services (the "Services") and deliverables ("Work Products") which will be described on one or more statements of work which will become part of this Agreement (the "Statement of Work", or "SOW"). The initial SOW is attached hereto as Exhibit A. All work to be performed by Contractor shall be documented in a SOW signed by the authorized representatives of both parties.

1

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2. CHANGES TO THE SOW OR THIS AGREEMENT

At any time prior to completion of Services or a Work Product under a SOW, either party may request that a change (including without limitation, a modification, addition or reduction) be made to such SOW or this Agreement. Any such changes shall be by written amendment signed by both parties detailing the changes involved and any related changes to the schedule and charges (a "Change Order"). Contractor shall not proceed with any work beyond the scope of work set forth in a SOW until a written change to a SOW in the form of a Change Order is executed by an authorized representative of each party. The County shall not be liable for any fees without an approved Change Order.

Contractor, within ten (10) working days, or longer as may be mutually agreed between the parties, following the date of receipt of request by the County for a Change Order, shall provide the County with an evaluation of the Change Order request and a written proposal for County's review documenting the change, including relevant information such as additional resources required, revised dates, and additional fees or reductions in fees, if applicable;

Once the parties have agreed with the form and content of a Change Order, both parties shall so indicate by signing the Change Order and providing such executed version to one and the other;

Unless otherwise agreed-to by the parties in the Change Order, the same terms and conditions of this Agreement shall govern any Change Order;

At its option, the County may request, and Contractor shall provide, a fixed-fee estimate for such change to the Services;

The County reserves the right to request Change Orders that reduce the scope of the project or scope of Services. Upon receiving a change order for a reduction in scope, Contractor shall deliver to the County Project Manager, within 10 working days after receiving the change order request, an assessment of the reduction on the overall project and a revised maximum price which reflects the reduced work effort.

3. TERM

SERVICES OPTION: The term of this Agreement shall commence when fully executed and terminate thirty (30) days after completion and acceptance by County of all Services.

4. COMPENSATION

SERVICES OPTION: Contractor shall be compensated for Services performed in an amount not to exceed that listed within each SOW. In the event that the Services are not reasonably sufficient to deliver the work agreed to, through no fault of the County, Contractor agrees to timely complete its obligations under the associated SOW at no additional cost to County.

For Services and Work Product provided on a time and materials basis as stipulated in the Statement(s) of Work. County shall pay Contractor in accordance with the hourly rates set forth in the applicable SOW, exclusive of sales, use and similar taxes. For Services and Work

Products provided on a fixed price basis, the Contractor shall submit an invoice for any approved milestone or deliverable for payment only after County's formal documented acceptance of such milestone or deliverable. All fixed price payments will be identified in each applicable SOW, and unless otherwise stated include all expenses.

All undisputed invoices shall be due and payable within thirty (30) days from the date of receipt of the invoice. The County must notify Contractor of any concern or dispute with respect to an invoice within thirty (30) days from the date of receipt of the invoice or the invoice shall be presumed accepted. If the County disputes all or a portion of any invoice, the County shall inform the Contractor in writing of the nature of the dispute within thirty (30) days after invoice receipt and will pay any undisputed amounts within thirty (30) days after invoice receipt. The written notice must contain reasonable detail of the issues the County contends are in dispute so that Contractor can confirm the issue and respond to the County's notice within ten (10) business days with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in the County's notice. The Contractor will work with the County as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in County's notice. The County may withhold payment of the amount(s) actually in dispute, and only those amounts, until Contractor completes the action items outlined in the plan. If Contractor is unable to complete the action items outlined in the action plan because of the County's failure to complete the items agreed to be done by the County, then the County will remit full payment of the invoice. Contractor will not suspend delivery of Services as a result of invoice(s) that are under dispute in accord with the terms above.

5. ACCEPTANCE

Acceptance criteria for Services and Work Products shall be set forth in each SOW, or in such other document that the parties mutually agree in writing. The County must inspect the Services and Work Products upon Contractor's delivery of such Services or Work Products to confirm conformance with acceptance criteria.

The coordination of gaining County feedback and approval on Services and Work Products will be critical to the success of any work completed under an associated SOW. Any SOW associated with this Agreement shall be delivered in conformance with the Warranties as defined herein. Acceptance of any Services and Work Products, including any formal sign-off of such items, must be initiated from the County Executive Sponsor or designee, and must be in writing. Acknowledgement, acceptance, or other communication from a County Subject Matter Expert (SME), County Functional Lead, or other County Project Team member will not suffice as approval on a Service and Work Product. Given that the designated decision-maker within the departments may not always be available throughout a particular SOW project's duration, there will need to be a designated backup proxy authorization for each decision point. Assignment of each proxy will be the responsibility of the leadership from County. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The County shall promptly accept or reject each Service or Work Product. County shall notify Contractor in writing of non-acceptance of any such Services and Work Products within 5

business days, or as otherwise agreed-to by the parties, of receipt of the final Services or Work Products.

If the County does not agree the particular Services or Work Products meet the specifications identified in the SOW, the County shall notify Contractor, in writing, with reasoning within 5 business days of receipt of the Services or Work Products or as otherwise agreed-to by the parties.

Contractor shall address any deficiencies and redeliver the Services or Work Products within a mutually agreed upon timeframe based upon the complexity of the deficiencies. The County shall then have five (5) business days, or as otherwise mutually agreed to, from receipt of the redelivered Services or Work Products to accept or again submit written notification of reasons for rejecting the Services or Work Products.

This acceptance process, and the need to reperform any Services to bring a service, milestone, or deliverable into conformance, shall be in line with the Warranties in the Agreement.

Failure to reject a Deliverable by the County within a 5 business day period, or as otherwise agreed-to by the parties, shall not be construed to convey implicit or other acceptance. In the event County has not rejected or accepted a Service or Work Product within 5 business days, or as otherwise agreed-to by the parties, Contractor shall have the right to escalate the matter to the County Executive Sponsor for remediation.

6. INSURANCE

Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A.   <u>MINIMUM SCOPE AND LIMIT OF INSURANCE</u>

Coverage shall be at least as broad as:

(1)   Commercial General Liability (CGL): Insurance Services Office (ISO)Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2)   Automobile Liability: ISO Form Number CA 00 01 covering any auto, (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $500,000 per accident for bodily injury and property damage.

(3)   Workers' Compensation insurance as required by the State of Oregon.

(4)   Professional Liability (Technology Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than $2,000,000 per occurrence or claim, $3,000,000 aggregate. The policy contains Network Security liability defined as: Coverage for claims of negligence resulting in the unauthorized access or use of a computer system, including the introduction of a malicious code or a denial of service.

B.   OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provision:

(1)   Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2)   Primary Coverage: For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(3)   Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(4)   Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(5)   Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7. HOLD HARMLESS/INDEMNIFICATION

Contractor shall hold harmless, defend and indemnify County and its officers, employees, agents, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance or subcontractor's performance of work and Services hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of County.

8. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

9. LIMITS OF LIABILITY

Contractor's liability hereunder for damages, regardless of the form of action, shall not exceed one hundred percent (100%) of the sum total of all SOWs under this Agreement. The parties agree that amounts stated herein are fair under the circumstances and that the prices reflect the limitation of liability.

10. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

A.   County will not withhold FICA (Social Security) from Contractor's payments;
B.   County will not make state or federal unemployment insurance contributions on behalf of Contractor;
C.   County will not withhold state or federal income tax from payment to Contractor;
D.   County will not make disability insurance contributions on behalf of Contractor;
E.   County will not obtain workers' compensation insurance on behalf of Contractor.

11. ASSIGNMENT; SUBCONTRACTING

It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments or subcontracting of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express prior written consent of the County.

12. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:
Graviton Consulting
Attn: Vineet Srivastava
Phone: 916-337-6551
Email: vineet@gravitonconsulting.com

COUNTY:
Kenneth Huffer, County Administrator
Yamhill County
535 NE 5th St
McMinnville, OR 97128
503-434-7501
hufferk@co.yamhill.or.us

13. COMPLIANCE; NONDISCRIMINATION

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor's performance under this Agreement, including, but not limited to laws related to prevailing wages, and, where applicable, (i) the provisions of ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.545 and 279C.580 (3) and (4), (ii) the provisions of Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (Pub L No 101-336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. In addition, Contractor agrees that it has complied with the tax laws of the state of Oregon or a political subdivision of the state of Oregon, including ORS 305.620 and ORS Chapters 316, 317 and 318. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of Services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the County. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

16. TERMINATION AND RIGHTS UPON TERMINATION

A.   This Agreement may be terminated upon mutual written consent of the parties or as elsewhere provided herein, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all undisputed fees earned as of the effective date of termination for all milestone payments that at the time of cancellation have not yet been accepted, Contractor shall be paid for the proportion of undisputed work completed and accepted by County.

B.   The County may terminate this Agreement for convenience upon thirty (30) calendar days' written notice to Contractor. Except as provided elsewhere herein, such termination shall be without liability or penalty, and in no circumstance shall Contractor be entitled to lost profits for Services not performed due to termination. No termination for convenience shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.

C.   Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required Services in a timely manner, willful destruction of County property, dishonesty, or theft.

D.   Upon termination of this Agreement for any reason, including expiration, Contractor shall place no further orders nor enter into subcontracts for materials or Services unless it is necessary in accordance with agreed upon wind-down disentanglement procedures. In the event of any such termination, the County and the Contractor shall mutually agree upon the "wind-down" disentanglement procedures to include, without limitation, the scope, staffing, and costs required. Such "wind down" disentanglement services shall be paid to Contractor on a time and materials basis at the rates listed in this Agreement. Contractor shall, upon receipt of termination notice, unless otherwise directed by the County (i) take such action as may be necessary for the protection and preservation of the County's materials and property; and (ii) shall act in good faith to mitigate costs to County. Upon termination for any reason Contractor shall return any County documentation and data in a commercially reasonable form to County and assist and cooperate with necessary transition tasks at no additional cost to County.

E.   In the event of termination of this Agreement, County shall pay for completed and undisputed Work Products delivered, as well as for undisputed Services performed by Consultant through the date of termination, including completed milestones/deliverables and partially completed milestones/deliverables. For partially completed milestones/deliverables, Contractor and County shall mutually agree on the proportion of work completed and payment amounts should equal the same proportion of the milestone/deliverable payment amount. Upon payment for such Services, County shall be entitled to all completed and partially completed undisputed Work Products developed by Contractor.

G. In the event the County should not appropriate or otherwise make available funds sufficient to complete the work under a SOW, County may unilaterally terminate this Agreement upon thirty (30) days written notice to Contractor.

17. FORCE MAJEURE

In the event either party is delayed or prevented from performing this Agreement due to any cause beyond its reasonable control, including but not limited to, natural disaster, strike, civil unrest, embargo, court order or acts of God, such delay shall be excused during the continuance of such delay, and the period of performance shall be extended to such extent as may be reasonable to perform after the cause of delay has been removed. In the event any such delay continues for a period of more than ninety (90) days, either party may terminate any SOW under which performance is delayed upon written notice to the other party. In the event of any such termination, County shall pay Contractor for work performed through the effective date of termination.

18. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

19. DISPUTES

Any dispute, disagreement, claim or controversy between the parties arising out of or relating to this Agreement (the "Disputed Matter") shall be resolved by mutual agreement by first having the Project Manager for Contractor and the Project Manager or Project Leader for County meet to endeavor to resolve such dispute. If a resolution to such dispute does not occur during such meeting or within five (5) business days thereafter, the parties agree to elevate the dispute to a meeting of the County's Project Steering Committee. If either of the representatives at this level concludes, after a good faith attempt to resolve the Disputed Matter, that amicable resolution through continued negotiation does not appear likely, either party may seek relief by mediation and/or legal action.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in Yamhill County, State of Oregon.

During the pendency of a dispute between the parties, notwithstanding anything to the contrary contained herein, and even if any problem or other dispute arises between the parties and regardless of whether or not it requires at any time the use of the dispute resolution procedures described above, in no event nor for any reason shall Contractor interrupt or suspend or terminate the provision of Services to County or perform any action that prevents, impedes, or reduces in any way the provision of Services or County's ability to conduct its activities, unless authority to do so is granted by County or conferred by a court of competent jurisdiction the nature of the dispute makes progress of the Services infeasible.

20. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

21. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

22. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of Oregon.

23. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

24. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

25. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

26. WARRANTY

Contractor warrants that (a) the Services it provides hereunder will be performed in a professional, timely, thorough, and workmanlike manner in accordance with industry standards; (b) it will perform the Services in a manner that complies with all applicable laws and regulations, (c) that it and its personnel have obtained and will maintain any necessary certifications, clearances, and is authorization to provide Services related to configuration of the Oracle software in scope or other third party products furnished by Contractor listed in the SOW, and (d) that it will staff the project with an appropriate number of skilled and experienced

consultants. Contractor will reasonably cooperate with County staff and/or other contractors under contract with County, as may be necessary, to assure the timely and successful completion of the project in accordance with a SOW. Contractor will provide expert guidance regarding the use and configuration of the Oracle software in order to meet the requirements of this Agreement. Contractor will provide and discuss with County staff impacts of configuration decisions, and will work cooperatively with the County Project Manager to identify and resolve conflicts and issues prior to escalation of issues. Any follow-up work or clarification that is needed by either party following on-site sessions shall be delivered in a timely manner. In the event Contractor provides Services that do not conform to this warranty, Contractor will re-perform such Services at no additional cost to County.

After the Effective Date, and in coordination with the project kickoff activities identified in any SOW, Contractor will make project staffing assignments. Upon request, Contractor will provide County with project resumes, demonstrating relevant past project experience, for project team members that are allocated for Services on the project as so defined under an SOW. The County agrees that those resumes are for information and planning purposes only. The County may conduct, at its own expense, reference checks on the proposed personnel. Any such reference checks conducted within a timeframe, to be mutually agreed to, are to not impact project initiation.

Contractor agrees to provide County with the names and contact information (email, etc.) for any staff that will be providing Services on-site, to allow County appropriate advance notice for assigning appropriate or needed credentialing for building access.

Once the Contractor project team is assembled and County counterparts have been identified, both parties agree that, except for reasons outside of their control, they will not remove staff and personnel from their assigned project roles without reasonable advance notice and good cause, and that they will work together to mitigate project impacts after any such removal. The parties will also work together to manage the project impact resulting from the temporary unavailability of project staff from either party. Contractor agrees to use commercially reasonable efforts to maintain consistency of project personnel and commit to replacement resources having sufficient project knowledge, without additional cost to County, in order to render Services in accordance with contractual requirements. In the event Contractor personnel is/are not providing Services consistent with the Services warranty or are otherwise negatively impacting the project, County will notify Contractor of that deficiency and give Contractor a reasonable opportunity to correct it. In the event the deficiency persists, Contractor will replace that project member, upon written request and demonstration of cause. Replacement staff will be assigned following the same processes set forth above and shall have, at minimum, the reasonably equivalent experience and project knowledge as the person being replaced.

27. DATA SECURITY - CONFIDENTIALITY

A. Acknowledgment of access to information characterized as covered data: Both parties acknowledge that this Agreement may allow either party access to the other party's confidential information or information provided by the other party including, but not

limited to, personal information, records, data, or financial information ("Covered Data") notwithstanding the manner in which or from whom it is received, which is subject to state laws that restrict the use and disclosure of the received information. Both parties shall maintain the privacy of, and shall not release, Covered Data without full compliance with all applicable state and federal laws, the provisions of this Agreement and prior written consent of the other party. Both parties agree that they will include all of the terms and conditions contained in this clause in all subcontractor or agency contracts providing Services under this Agreement. Where a federal, state or local law, ordinance, rule or regulation is required to be made applicable to this Agreement, it shall be deemed to be incorporated herein without amendment to this Agreement.

B.   Prohibition on unauthorized use or disclosure of Covered Data: Both parties agree to hold Covered Data received from or created on behalf of the other party in strictest confidence. Either party shall not use or disclose Covered Data except as permitted or required by this Agreement or as otherwise authorized in writing by the other party. If required by a court of competent jurisdiction or an administrative body to disclose Covered Data, either party will notify the other party in writing prior to any disclosure in order to give the County an opportunity to oppose any such disclosure.

C.   Safeguard standard: Both parties agree that they will protect the Covered Data according to commercially acceptable standards and no less rigorously than they protect their own confidential information, but in no case less than reasonable care. Both parties shall develop, implement, maintain and use appropriate administrative, technical and physical security measures which may include but not be limited to encryption techniques, to preserve the confidentiality, integrity and availability of all such Covered Data.

D.   Return or destruction of Covered Data: Upon termination, cancellation, expiration or other conclusion of this Agreement, both parties shall return the Covered Data to the other party unless the other party requests that such data be destroyed. This provision shall also apply to all Covered Data that is in the possession of subcontractors or agents of either party. Both parties shall complete such return or destruction not less than thirty (30) calendar days after the conclusion or termination of this Agreement. Within this thirty (30) day period, both parties shall certify in writing to the other party that the return or destruction has been completed.

E.   No third-party rights: Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

28. INTELLECTUAL PROPERTY RIGHTS/LICENSE

Unless Contractor and the County agree otherwise in writing, the Work Products developed for County by Contractor pursuant to this Agreement and any SOW shall be considered "works made for hire" as defined in the Copyright Act, 17 U.S.C. §101, and shall belong to County. The foregoing provisions do not apply to any third party works or products provided by Contractor to County or to Contractor Know-How (as defined below).

A.   **Contractor Know-How and License.** County acknowledges that Contractor's business depends substantially on the accumulation of expertise, methodologies and general materials that Contractor utilizes and develops during engagements for clients. Accordingly, County agrees that Contractor shall retain all right, title and interest in and to all "Contractor Know-How," which includes all discoveries, concepts, and ideas, software, scripts and utilities whether installed on end-user equipment County equipment or Contractor equipment, business processes, proposals, methodologies, delivery strategies, approaches and practices, solutions, programs, training materials, templates, documentation, all whether or not they can be registered under patent, copyright or similar statutes, trademarks, trade secrets, as well as modifications and improvements thereof, which Contractor, its agents or employees, whether alone or jointly with others, conceives, makes, develops, acquires or obtains knowledge of at any time before, after or during the term of this Agreement without breach of Contractor's duty of confidentiality to County. To the extent Contractor Know-How is included in or reflected in any Work Product delivered hereunder, County shall (i) have a limited perpetual, personal, irrevocable, nonexclusive, worldwide, and royalty free license to use, execute, reproduce, and modify the Contractor Know-How, but only for County's internal use in conjunction with the Work Products and (ii) be allowed to share the Work Products with other governmental entities or third party vendors with a need to access information contained within the Work Products as part of their scope of work with the County.

29. SUBCONTRACTORS

Contractor shall be fully responsible for all acts and omissions of its subcontractors to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this Agreement shall create any contractual relationship between any subcontractor and County or any obligation on the part of County to pay or to see the payment of any monies due any subcontractor. The use of any subcontractors must be approved by the County in writing, in advance, and must not constitute any increases in previously agreed-to fees.

30. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) the terms and conditions set forth in this Agreement; 2) the Statement of Work; 3) Graviton's Proposal Response; 4) the County's Request for Proposal.

31. MISCELANNEOUS

A.   **Governing Law; Jurisdiction, Venue & Attorney Fees.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the County (and/or any other agency or department of County) and the Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. Provided, however, if the claim must be

brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. The Contractor hereby consents to the in personam jurisdiction of said courts. Each party shall be responsible for the party's attorney fees, costs, and disbursements at all times including appeals. In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

B. **Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, the Contractor shall promptly provide to the Oregon Department of Revenue and the Oregon Secretary of State Corporation Division all information required by those agencies relative to this Agreement. County shall withhold final payment under this Agreement until the Contractor has met this requirement.

C. **Records Maintenance; Access.** The Contractor shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the Contractor shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the Contractor's performance hereunder. The Contractor acknowledges and agrees that the County and its duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Agreement for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and pertinent documents shall be retained by the Contractor for a minimum of ten (10) years (except as required longer by law) following final payment and termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

D. **Inclusion of Other Local Governments and Qualified Purchasing Contracting Entities.** Contractor agrees to extend the terms and conditions of this contract between Yamhill County and Contractor, inclusive of price, to any and all contracts entered into with other interested local governments or qualified purchasing contracting agencies in Oregon. While this clause in no way commits any Oregon local government or qualified purchasing contracting agency to purchase from Contractor, nor does it guarantee any additional contracts will result, it does allow other Oregon local governments or qualified purchasing contracting agencies, at their discretion, to make use of Yamhill County's competitive process and purchase directly from Contractor. All purchases made by other Oregon local governments or qualified purchasing contracting agencies shall be understood to be transactions between that Oregon local government or qualified purchasing contracting agency and Contractor. No material change may be made in the terms, conditions or prices of any contract between Contractor and other Oregon local government or qualified purchasing contracting agency from the terms, conditions and prices of the original contract between Contractor and Yamhill County. Yamhill County shall not be responsible for any such purchases.

E. **Incorporation.** The recitals appearing at the beginning of this Agreement are hereby incorporated into and made a part of this Agreement as if fully set forth herein.

F. **Counterparts.** This Agreement may be executed by facsimile or electronically and in counterparts, with taken together shall form one legal instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

GRAVITON CONSULTING SERVICES, INC.

Signature: _Vineet_

Name: _Vineet Srivastava_

Title: _President_

Signature Date: _8/27/21_

YAMHILL COUNTY

Signature: _____

Name: _Mary Starrett_

Title: _Chair, Board of Commissioners_

Signature Date: _8/26/21_

Accepted by Yamhill County
Board of Commissioners on
_8/26/21_ by Board Order
_21-360_

Exhibit A
STATEMENT OF WORK

Statement of Work

Oracle Cloud Implementation

For

Yamhill County, OR

GRAVITON

CONSULTING SERVICES

1   Document Control

1.1   Change Record

36

Date	Author	Version	Comments
6/21/2021	Greg Catanzano	1.0	Initial Draft
8/25/2021	Greg Catanzano	2.0	Revised Timeline, Inclusion of County Updates

Contents

2   Oracle Cloud Implementation: Scope

The Graviton project team, in collaboration with the Yamhill County project team members, will implement the Oracle Cloud modules to meet the scope of requirements listed in the County's Request for Proposals for Software and Implementation Services for an Enterprise Resource Planning (ERP) Software Systems Environment, attached hereto as Exhibit A, and the Graviton proposal response to the County's Request for Proposals attached as Exhibit B.

Yamhill County requires the implementation of the Oracle Cloud applications to replace the County's existing systems and manual processes to perform the following business functions.

- General Ledger and Financial Reporting
- Purchasing
- Bid and Contract Management
- Accounts Payable
- Budgeting – Operational, Personnel and Capital
- Accounts Receivable and Cash Receipts
- Fixed Assets
- Project Accounting and Grant Management
- Time Entry
- Payroll
- Human Resources, Personnel Management and Employee Relations
- Benefits Administration
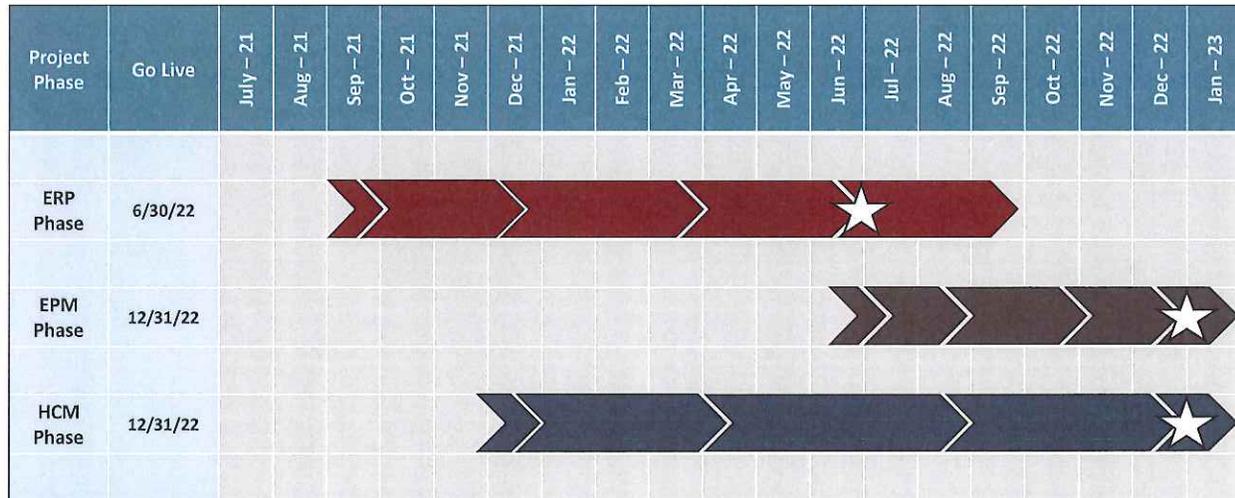- Learning and Performance Management

Implementation of the Oracle Cloud applications represents a significant business process transformation for the County. The objective of the project will be to align County business processes with the best practice business processes delivered with the Oracle Cloud applications.

To ensure a successful project, the Graviton team will develop a detailed project scope including specific application features, configurations, extensions, integrations, and conversions. The detail scope will be finalized as part of the Project Scope deliverable to be developed, reviewed, and approved at the conclusion of the Design stage of the implementation. Following the County's review and approval of the Project Scope deliverable, the project team will implement change control processes to manage implementation scope for the remainder of the project. Those change control processes will be documented in the Project Management Plan deliverable to be completed during the Plan stage of implementation. The initial scope of Oracle Cloud applications, data conversion, and data integrations, based upon the County RFP, BAFO, and Statement of Work discussions is listed in the sections below.

2.1 Oracle Cloud Applications

The Graviton project team will lead the County through the multi-phased implementation approach depicted in the graphic below.

Graphic: Multi-Phase Implementation

Project Phase	Go Live	July – 21	Aug – 21	Sep – 21	Oct – 21	Nov – 21	Dec – 21	Jan – 22	Feb – 22	Mar – 22	Apr – 22	May – 22	Jun – 22	Jul – 22	Aug – 22	Sep – 22	Oct – 22	Nov – 22	Dec – 22	Jan – 23
ERP Phase	6/30/22			►►►	►►►	►►►	►►►	►►►	►►►	►►►	►►►	★	►►►							
EPM Phase	12/31/22												►►►	►►►	►►►	►►►	►►►	►►►	★	
HCM Phase	12/31/22						►►►	►►►	►►►	►►►	►►►	►►►	►►►	►►►	►►►	►►►	►►►	►►►	★	

In accordance with the Graviton proposal and BAFO response, the table below identifies the Oracle software products that will be implemented at each phase.

Phase	Oracle Software
ERP Phase	• Fusion Enterprise Resource Planning Cloud Service • Fusion ERP for Self Service Cloud Service • Fusion Supply Chain Execution Cloud Service • Fusion Procurement Cloud Service • Fusion Procurement Self Service Cloud Service
EPM Phase	• Enterprise Performance Management Cloud
HCM Phase	• Fusion Human Capital Management Base Cloud Service • Fusion Talent Management and Workforce Compensation Cloud Service • Fusion Human Resources Help Desk Cloud Service • Fusion Payroll Cloud Service • Fusion Time and Labor Cloud Service • Fusion Learning Cloud Service • Fusion Workforce Health and Safety Incidents Cloud • Fusion Recruiting Cloud Service

The table below lists the primary Oracle Cloud Applications that will be implemented to meet each of the Yamhill County functional areas.

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YAMHILL COUNTY 1843

Yamhill County Functional Area	Oracle Cloud Applications
General Ledger and Financial Reporting	• Oracle Fusion Enterprise Resource Planning Cloud Service • Oracle Enterprise Performance Management Enterprise Cloud Service
Purchasing	• Oracle Fusion Procurement Cloud Service • Oracle Fusion Procurement Self Service Cloud Service • Oracle Fusion Supply Chain Execution Cloud Service
Bid and Contract Management	• Oracle Fusion Procurement Cloud Service • Oracle Fusion Procurement Self Service Cloud Service • Oracle Fusion Supply Chain Execution Cloud Service
Accounts Payable	• Oracle Fusion Enterprise Resource Planning Cloud Service • Oracle Fusion WebCenter Forms Recognition Cloud Service
Budgeting - Operational, Personnel and Capital	• Oracle Enterprise Performance Management Enterprise Cloud Service
Accounts Receivable and Cash Receipts	• Oracle Fusion Enterprise Resource Planning Cloud Service
Fixed Assets	• Oracle Fusion Enterprise Resource Planning Cloud Service
Project Accounting and Grant Management	• Oracle Fusion Enterprise Resource Planning Cloud Service • Oracle Fusion Enterprise Resource Planning for Self Service Cloud Service
Time Entry	• Oracle Fusion Time and Labor Cloud Service
Payroll	• Oracle Fusion Payroll Cloud Service for United States
Human Resources, Personnel Management and Employee Relations	• Oracle Fusion Human Capital Management Base Cloud Service • Oracle Fusion Human Resource Help Desk Cloud Service • Oracle Fusion Workforce Health and Safety Incidents Cloud Service
Benefits Administration	• Oracle Fusion Human Capital Management Base Cloud Service
Learning and Performance Management	• Oracle Fusion Learning Cloud Service • Oracle Fusion Talent Management and Workforce Compensation Cloud Service

2.2 Data Conversion and Interfaces

In accordance with the Graviton proposal and BAFO response, Graviton will include the required data conversion, interface, and report development to meet the County's business process requirements.

2.2.1 Data Conversion Scope

The project team will determine a final scope of data conversions at the conclusion of the Design stage of the implementation, and that final scope will be documented in the Project Scope deliverable. At this time the anticipated scope of data conversion will include the following sixteen data conversion requirements listed in the RFP.

Req #	Data Conversion Object	Source	Quantity of Data Available	Quantity of Data Needed in Future System
1	General Ledger Account Balances	GEMS	1997-Present	Three Years
2	Budget History	GEMS	Up to two years	Three Years
3	Personnel Action History	GEMS	1997-Present	All Active Employees, but only that which is maintained in GEMS
4	Employee Files	GEMS	1997-Present	All Active/Historical Employee History, but only that which is maintained in GEMS and BP&A

Req #	Data Conversion Object	Source	Quantity of Data Available	Quantity of Data Needed in Future System
				(benefit consultant). Historical Employee history will be limited to selected data points
5	Vendor File	GEMS	1997-Present	All Active Vendors
6	Employee Pay History	GEMS	1997-Present	All Active Employees for all Active Employees in GEMS
7	Training and Certificate History	MS Access Database	2016-Present	All available History for Active Employees– Data lives in CIS, Relias, and PowerDMS
8	Capital Assets	GEMS	1997-Present	All Active Assets (855 assets)
9	Accounts Payable History	GEMS	1997-Present	Three Years

The number of years of data history to be converted into the Oracle Cloud HCM applications will be dependent on the availability and accessibility of data in the County's legacy HCM system. The Graviton team will provide the Oracle pre-defined conversion templates and County resources will extract the legacy data based upon those templates. In the event there are limitations to the amount of historical data that may be converted, due to the availability or accessibility of that data, the Graviton team will collaborate with the County to determine alternative methods for converting the historical data such as leveraging Oracle PaaS to develop a data repository for historical data.

2.2.2   Interface Scope

The project team will determine a final scope of interfaces by the conclusion of the Design stage of the implementation, and the final scope will be documented in the Project Scope deliverable. At this time the anticipated scope of interfaces will include the following eleven interface requirements listed in the RFP.

Req #	System/Interface	Vendor	Version	Type of Integration	Reason for Integration
1	Data Analytics	Tableau	2020.2.3	SEND	**Send:** The ERP system should send financial and budgeting data to Tableau.
2	Legacy ERP	Harris Computer Systems (GEMS)	Finance: FMS 715A.5 HR/Payroll: HRMS 685.6	RECEIVE	**Receive:** The new ERP system should receive payroll information from the legacy ERP system for purposes of updating the GL, until the County has fully transitioned to the new system. The ERP system should receive deduction, benefit, and accrual information from the legacy payroll system for purposes of creating payments.
3	Payment Processing	Helion Software Inc	Clerk Helion: 2012.01.001 Dog Control: 2019.02.007	RECEIVE	**Receive:** The ERP system should receive cash receipting transactions from Helion.
4	Payment Processing	Accela	9.1.3.170801	RECEIVE	**Receive:** The ERP system should receive cash

| Req #	System/Interface	Vendor	Version	Type of Integration	Reason for Integration
					receipting transactions from Accela.
5	Project Accounting and Management	Integrated Road Information System (IRIS)	v9.0	SEND	**Send:** The ERP system should have the ability to send project cost data to IRIS.
6	Fleet Management	RTA Fleet Management Software	RTA 00485 version 7.2.5.36.12	RECEIVE	**Receive:** The ERP system should receive purchasing, fixed asset, and GL data from RTA.
7	P-Card Management	Bank of America or US Bank	Website	RECEIVE	**Receive:** The ERP system should receive P-card charges into the AP module to enable the ability to perform 1099 reporting and analyze expenses by Vendor.
8	Positive Pay	US Bank	NA	SEND	**Send:** The future ERP system needs to send a positive pay file to US Bank.
9	Check Reconciliation	US Bank	NA	RECEIVE	**Receive:** The future ERP system should receive check reconciliation file from US Bank.
10	Scheduling Management	InTime	v3.11.8	RECEIVE	**Receive:** The ERP system should include scheduling and employee data from InTime.
11	Recruiting and On-Boarding	NEOGOV	13.1	RECEIVE	**Receive:** The ERP system should receive on-boarding and employee data from NEOGOV.

The list above is the initial scope of interfaces but is subject to change based upon the project team's analysis of the County's current requirements and the County's ongoing operational needs. During the Design stage of implementation, the project team will determine the appropriate Oracle tools for developing each interface. The County has licensed Oracle Integration Cloud for complex integrations. However, there are native tools and pre-built integrations available to the County that may be utilized for less complex interfaces.

2.3 Use Cases

To determine the optimal design and implementation scope for Yamhill County, Graviton team members will lead the County project team members to define the County's future state business processes through iterative cycles of use case development. The Graviton team will establish use cases for all business processes to be implemented. Use cases will serve as written descriptions of how users will perform the organization's business processes in the Oracle Cloud applications, with granular step-by-step instructions for performing those business processes.

Use cases will be introduced during the Plan stage and will be continuously updated and added to over the course of implementation. Use cases will become the basis for test scenarios. Use cases will also be the foundation upon which job aids and training content is developed to support knowledge transfer and end user training.

Graphic: Use Case Development
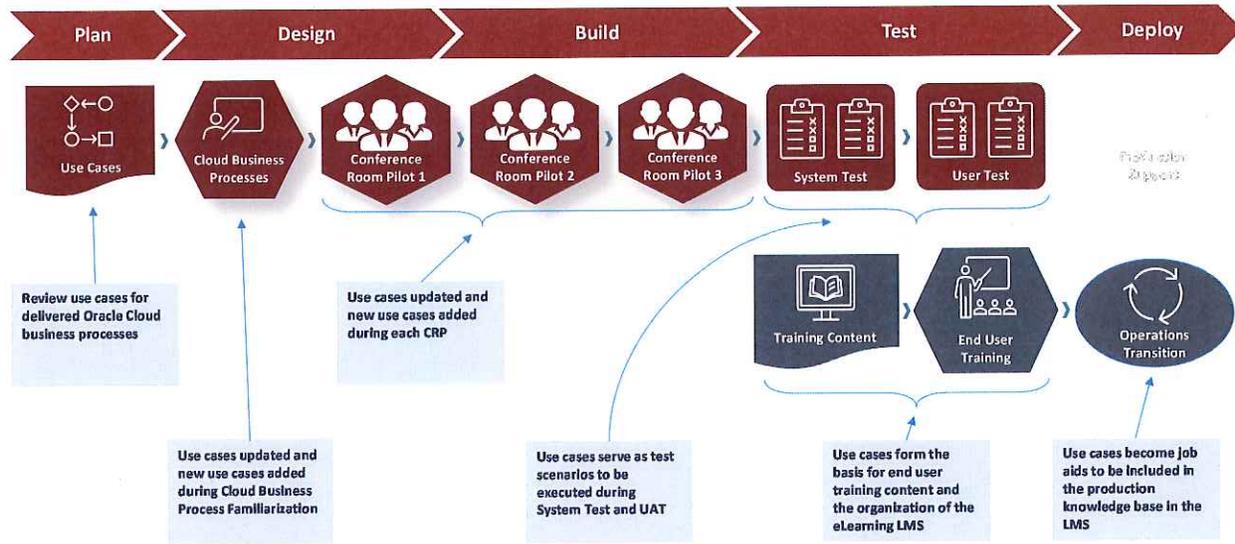
Through the completion of the business process track implementation activities, the project team will be continuously refining the business processes via updates to existing use cases and the creation of additional use cases. In the Plan stage of implementation an initial inventory of use cases will be established using out of the box Oracle Cloud application business processes together with the County requirements from the RFP. In the Design stage, the Graviton team will conduct Business Process Familiarization demonstrations of the Oracle Cloud applications to expose County project team members to the capabilities of the Oracle Cloud applications. In the Build stage the project team will conduct the Conference Room Pilot 2 and Conference Room Pilot 3 work session, incorporating design decisions made through the iterative implementation process and the configurations, reports, integrations, and conversions (CEMLIs) being completed by the CEMLI team of project team resources. The iterative process of conducting three Conference Room Pilots solidifies the design and build of the Oracle Cloud applications. The project team will then move into the Test stage where the County's business processes, reflected in the comprehensive inventory of use cases, become the basis for test scenarios to be executed as acceptance criteria for both the system test and user acceptance test formal test cycles. Upon completion of the Test stage, the project team will move into the Deploy stage of the project knowing the organization's business processes have been thoroughly analyzed, designed, built, and tested through this comprehensive implementation process.

The table below provides a representative sample list of use case for the Oracle Cloud HCM modules. The Graviton project team will provide a similar list for each ERP, EPM, and HCM function as a starting point for the development of County specific use cases.

Table: Sample List of Use Cases

Use Case ID	Use Case Description	Module
HR-01	Request New Position	HR
HR-02	Approve Position Request	HR
HR-02b	Request Position Update	HR
HR-03	Search Position	HR
HR-04	HR Hiring a Worker - Not using NEOGOV	HR
HR-05	Approve New Hire	HR
HR-06	Review Onboarding Tasks as HR Specialist	HR
HR-07	Onboard a New Worker	HR
HR-08	Employee Resigns	HR
HR-09	Changing Assignments as Manager	HR
HR-10	Extend Contract	HR
HR-11	Rehiring an Ex-employee	HR
HR-11a	Search Person as HR Specialist	HR
HR-12	Adding a Area of Responsibility	HR
HR-13	Reassign Area of Responsibility	HR
HR-14	Adding a Family Member (non-person)	HR
HR-15	Adding a Family Member (existing employee)	HR
HR-16	Update employee step - Manually	HR
HR-17	Direct Report Change	HR
HR-19	Add Assignment to Employee	HR
HR-20	Terminating an Employee	HR

GRAVITON
CONSULTING SERVICES

YAMHILL COUNTY

The graphic below illustrates the granular level of detail to be included in each individual use case, including step-by-step instructions for executing the corresponding transaction, expected test results, actual test results, etc.

Graphic: Sample Use Case

Validation Scenario ID	HR-04		Validation Scenario Name	HR Hiring a Worker					
Requirement(s)	Meet Requirement 427, 461								
Revision History									
Date	Author	Version	Description						
			Test Case created.						
Test Setup Requirements									
Pre-conditions									
Test Data									
Variable	Values								
Login	sandra.laird								
Position	Equipment Mechanic II, Equipment Mechanic III, Equipment Mechanic IV								

Test Procedure

Step #	Step Details	Expected Result	Result	Tester	Test Date	Co
1	Login	User is able to login	G			
2	Select My Client Groups	My Client Groups section appears	G			
3	Select New Person	New Person page appears	G			
4	Click on Hire an Employee	Hire an Employee page appears	G			
5	Select a Hire Date	User is able to change hire date	G			
6	Select Legal Employer drop down	User is able to select	G			
7	Enter Last name	User is able to write Last name	G			
8	Enter First name	User is able to write first name	G			
9	Select Gender	User is able to change Gender	G			
10	Select Date of Birth	User is able to change date of birth	G			
11	Under National Identifiers select "+" symbol	More options appear	G			
12	Select country from Country drop down	User is able to change country	G			
13	Choose 'Social Security Number' from National ID Type	User is able to change national ID type	G			
14	Under National ID type in 9 digit number	User is able to write ID number	G			
15	Click Next	Person Information page opens	G			
16	Select Country if not US	User is able to change country, if applicable	G			
17	Enter street address in Address Line 1 field	User is able to type in an address	G			
18	Enter Zip Code	City, state and country should automatically fill in	G			
19	Click + to enter Phone	Phone line opens	G			
20	Choose Type from Drop down	User is able to choose	G			
21	Choose Coutnry Code, if applicable	User is able to choose	G			
22	Enter Area Code	User is able to enter	G			
23	Enter Number	User is able to enter	G			

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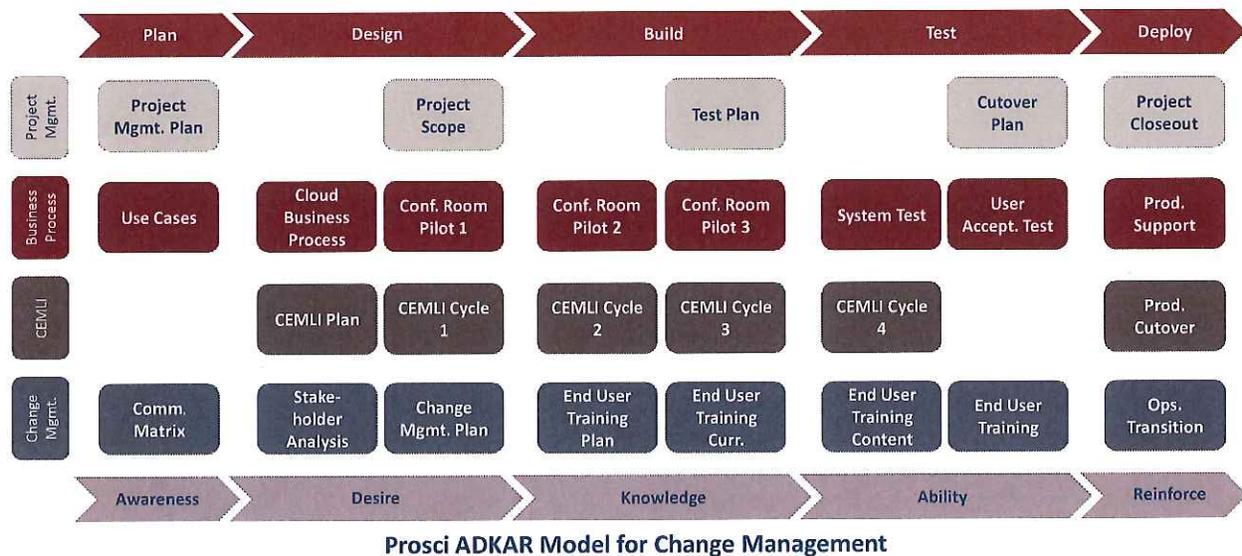
3 Oracle Cloud Implementation: Approach

The implementation of Oracle Cloud for Yamhill County will be conducted over three implementation phases – ERP, EPM, and HCM. Within each phase, the tasks and activities are organized into five implementation stages: Plan, Design, Build, Test, and Deploy. The Graviton project team will lead the County project team through the completion of the tasks and deliverables included in each stage of implementation, allowing the project team to deliver upon the scope of implementation defined by this SOW.

Graphic: Oracle Cloud Implementation Stages

Plan	Design	Build	Test	Deploy

The structure of the Graviton cloud implementation methodology is based largely on Oracle's Unified Method (OUM), with accommodations for improved decision making, focus on operational knowledge transfer, development of business process centric end user training, and an alignment of project tasks with the Prosci ADKAR model for change management. Early and frequent exposure of County project team members and stakeholders to the Oracle Cloud applications and its native best practice business processes improves the speed and accuracy of decision making. Integration of the Graviton learning management system increases the quality and availability of training and knowledge transfer resources during the project, as well as during the operational period following each implementation phase go-live. Alignment of the Graviton cloud implementation methodology with the lifecycle of change as defined by the Prosci ADKAR model – Awareness, Desire, Knowledge, Ability, Reinforcement – will allow the change management approach to accelerate the County's transition by enabling lasting acceptance of change at the individual employee level.

Graphic: Graviton Oracle Cloud Implementation Methodology

	Plan	Design		Build		Test		Deploy
Project Mgmt.	Project Mgmt. Plan	Project Scope		Test Plan		Cutover Plan		Project Closeout
Business Process	Use Cases	Cloud Business Process	Conf. Room Pilot 1	Conf. Room Pilot 2	Conf. Room Pilot 3	System Test	User Accept. Test	Prod. Support
CEMLI		CEMLI Plan	CEMLI Cycle 1	CEMLI Cycle 2	CEMLI Cycle 3	CEMLI Cycle 4		Prod. Cutover
Change Mgmt.	Comm. Matrix	Stake-holder Analysis	Change Mgmt. Plan	End User Training Plan	End User Training Curr.	End User Training Content	End User Training	Ops. Transition
	Awareness	Desire		Knowledge		Ability		Reinforce

**Prosci ADKAR Model for Change Management**

The graphic above depicts the Graviton Oracle Cloud implementation methodology. The methodology is structured in a fashion that is repeatable, allowing the implementation tasks to be duplicated across each of the three implementation phases. Across the top, left to right, the methodology includes five stages of

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YAMHILL COUNTY

implementation – Plan, Design, Build, Test, and Deploy. These project stages correlate to the stages of the Prosci ADKAR model for change management across the bottom, left to right - Awareness, Desire, Knowledge, Ability, Reinforcement. The boxes within the diagram represent individual deliverables that will be completed by the project team over the course of implementation. Lastly, the left most column lists the implementation tracks – Project Management, Business Process, CEMLI, Change Management – indicating the project team resources primarily responsible for facilitating completion of the deliverables and other implementation tasks within the implementation track.

3.1 Project Management Track

The project management track within the Graviton implementation methodology includes those tasks required to plan for and manage the Oracle Cloud application implementation. The Graviton Oracle Cloud implementation approach has been built upon project management best practices outlined in the Project Management Body of Knowledge (PMBOK). This includes project management processes such as scope management, risk management, quality management, and resource management. The project management track includes five deliverables spanning the five Graviton implementation stages as depicted in the graphic below.

Graphic: Project Management Track
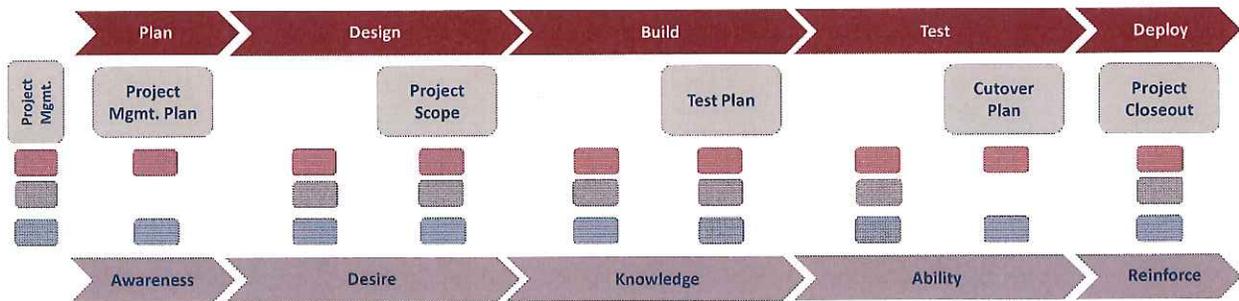
The priority of project management will be to coordinate the execution of the implementation plan, exercising each of the project management processes as required by the project. To this end, the Graviton project manager will collaborate with County project leadership to plan for and manage the Oracle Cloud implementation process.

3.1.1 Project Management Tools

The Graviton project manager will ensure the project team is following the project management processes defined by the project management plan. To that end, Graviton will provide the following project management tools to support the County and the project team.

**SharePoint – Project Collaboration Tool**

Graviton will provide access to a dedicated SharePoint site for the County and the project team. The SharePoint site aligns with the implementation plan phases, stages, tracks, and deliverables to create a valuable tool for information repository and collaboration on implementation tasks and deliverables. The specific use of the SharePoint site will be determined by the County and Graviton project managers and will be documented in the Project Management Plan deliverable. The dedicated SharePoint site will be provided by Graviton for Yamhill County during the plan stage of the project and will be administered by Graviton project team members through completion of the Project Closeout deliverable. The Project Closeout deliverable will establish a plan for the

transition of project artifacts from the project's SharePoint site to the County's network or a County SharePoint site.

Jira – Quality Management, Issue Management, and Risk Management Tool

Graviton will also leverage Jira software for project management processes such as quality management and risk management. The Graviton project manager will establish and manage the project RAID log (Risks, Actions, Issues, Decisions) using the Jira software. Jira will also be used by Graviton to record and manage test results. The specific use of Jira for the purpose of managing the RAID log will be determined by the County and Graviton project managers and will be documented in the Project Management Plan deliverable. The specific use of Jira for the purpose of recording and managing test results will be determined by the County and Graviton project managers and will be documented in the Test Plan deliverable. Jira will be provided by Graviton for the County and project team during the plan stage of the project and will be administered by Graviton project team members through completion of the Project Closeout deliverable. The Project Closeout deliverable will establish a plan for the transition of project artifacts from the Jira site to the County's network or a County Jira license.
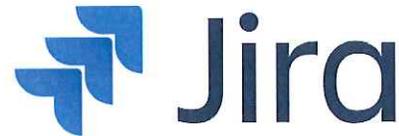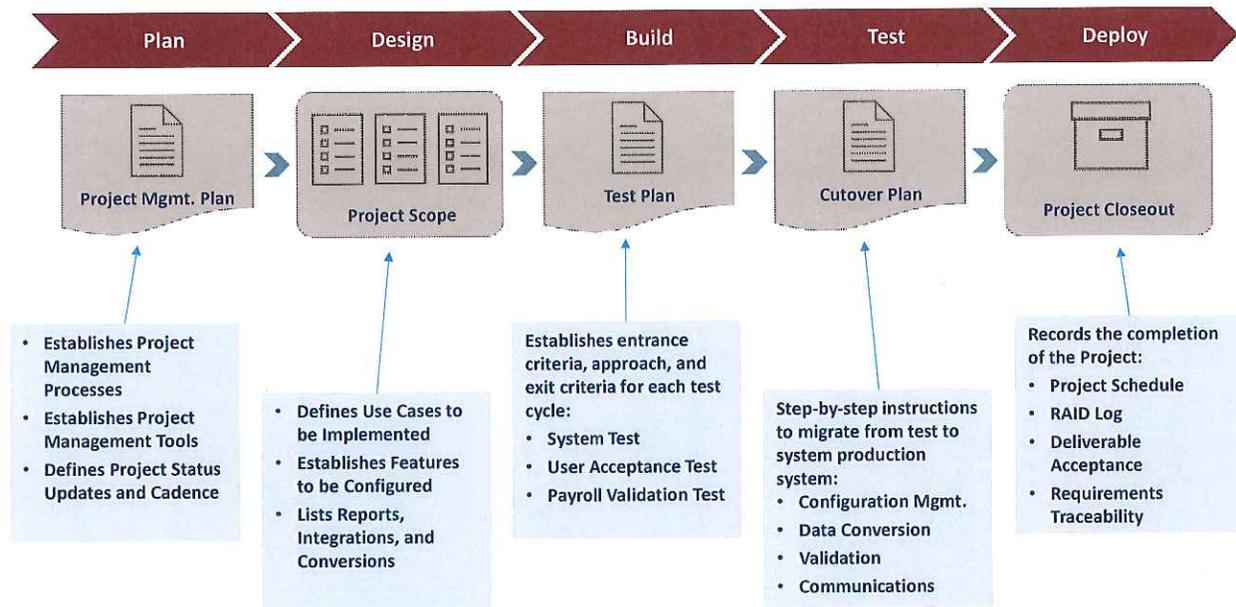
Smartsheet – Project Schedule Tool

Schedule management is a foundational project management process outlined in the Project Management Plan deliverable. To ensure project team access and collaboration, Graviton will use Smartsheet software as the standard tool for establishing and maintaining project schedules. Graviton will license Smartsheet for the project and will make the software available to the County and project team members. The specific use of Smartsheet for managing the project schedule will be determined by the County and Graviton project managers and will be documented in the Project Management Plan deliverable. Smartsheet will be administered by Graviton project team members through completion of the Project Closeout deliverable. The Project Closeout deliverable will establish a plan for the transition of the project schedule from Smartsheet to the County's network or a County smartsheet license.

3.1.2   Project Management Track Deliverables

For each implementation phase, there will be five project management track deliverables to be completed over the course of implementation. The graphic below depicts the implementation stages and the corresponding project management deliverables that will be completed. Each deliverable will be included in the project schedule.

Graphic: Project Management Deliverables

Plan	Design	Build	Test	Deploy
Project Mgmt. Plan	Project Scope	Test Plan	Cutover Plan	Project Closeout

- Establishes Project Management Processes
- Establishes Project Management Tools
- Defines Project Status Updates and Cadence

- Defines Use Cases to be Implemented
- Establishes Features to be Configured
- Lists Reports, Integrations, and Conversions

Establishes entrance criteria, approach, and exit criteria for each test cycle:
- System Test
- User Acceptance Test
- Payroll Validation Test

Step-by-step instructions to migrate from test to system production system:
- Configuration Mgmt.
- Data Conversion
- Validation
- Communications

Records the completion of the Project:
- Project Schedule
- RAID Log
- Deliverable Acceptance
- Requirements Traceability

The table below lists the project management track deliverables, the deliverable acceptance criteria, the County role in the completion of the deliverable, and the role Graviton will play in the completion of the deliverable. Upon development of the deliverable, the Graviton project manager will submit the deliverable and the County will review and approve the deliverable in accordance with the deliverable submission and approval process defined in the Agreement.

**Table: Project Management Track Deliverables**

Deliverable	Acceptance Criteria	County Role	Graviton Role
Project Management Plan	The project management plan deliverable establishes the project management processes to ensure the project team functions with effectiveness and efficiency throughout the project. The project management plan will define the tools and processes for scope management, schedule management, quality assurance, risk and issue management, resource management, and communications management for the project.	Assist	Lead
Project Scope	The project scope deliverable lists the use cases to be achieved through the Oracle Cloud implementation process. The deliverable will identify the corresponding CEMLI, including configurations, reports, integrations, and conversions, that will be deployed to meet the project scope. Upon completion of the project scope deliverable, the project team will institute change control to manage the addition or removal of use cases and corresponding CEMLI to the scope of the project.	Assist	Lead
Test Plan	The test plan deliverable is a detailed plan to complete system test, user acceptance test, and for the HCM implementation phase, two payroll validation test cycles. For each test cycle, the test plan will define the test cycle entrance criteria, test environment, test methods and procedures, scope of use cases/test scenarios, test schedule, test participants, test issue reporting, and test exit criteria.	Assist	Lead
Cutover Plan	The cutover plan deliverable provides a narrative explanation of the approach to migrate the Oracle Cloud applications from	Assist	Lead

GRAVITON
CONSULTING SERVICES

Deliverable	Acceptance Criteria	County Role	Graviton Role
	the non-production environment to a production environment and operational state. The deliverable will include step-by-step instructions for completing the production cutover, including application configuration management, data conversion sequencing, agency/department assigned tasks, and communication channels for providing status and coordinating joint tasks.		
Project Closeout	The project closeout deliverable formally closes the implementation stage of the project phase and marks the transition to an operational state. The project closeout deliverable records the completion of the implementation tasks included in the project schedule and RAID log, identifying any tasks that have been deferred or canceled by the project management team. The deliverable provides records of the submission and acceptance of each of the project deliverables. Lastly, the project closeout deliverable serves as a traceability report where the County's requirements are mapped to use cases, which in turn are mapped to successfully executed test scenarios.	Assist	Lead

3.2 Business Process Track

The activities included in the business process track will define the County's future state business processes, providing the foundation upon which the technical, change management, and project management track implementation tasks are planned and executed. The business process track will establish the scope of business processes to be implemented. Those business processes will be configured, analyzed, and updated repeatedly through formal cycles of review. Multiple cycles of testing will be conducted where validation of the business processes serve as the acceptance criteria for the system. For the ERP and EPM phases the business process track includes eight deliverables spanning the five Graviton implementation stages as depicted in the graphic below. For the HCM phase, Payroll Validation Test serves as the ninth business process track deliverable.

**Graphic: Business Process Track**
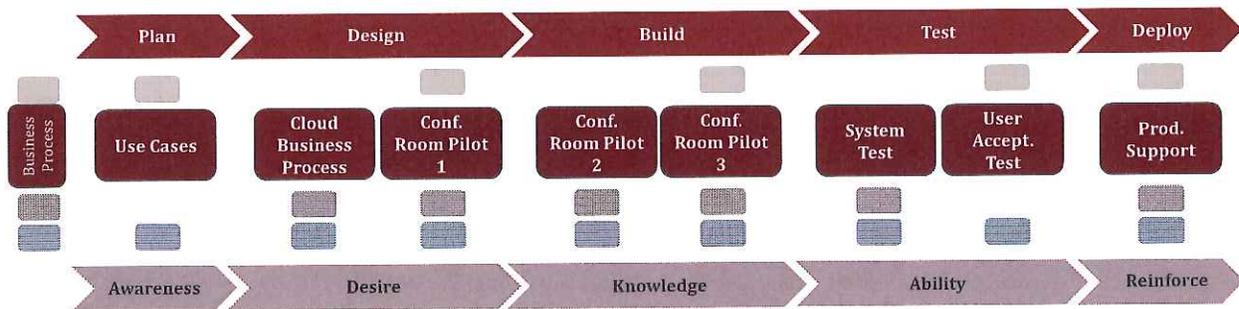
The success of implementation will be measured by how effective the County transitions to the best practice business processes that are native to the Oracle Cloud applications. The steps required to complete this transition are at the core of the business process track.

3.2.1   Conference Room Pilots

Included in the business process track are three Conference Room Pilots. The Conference Room Pilot deliverables will be critically important in determining how the Oracle Cloud modules will be configured to meet the County requirements and how the County's future state business processes will be updated. For each Conference Room Pilot the project team will conduct a series of work sessions to review County use cases identified during the Plan and Design stages. The Conference Room Pilot environment will be seeded with configuration and development assigned to the corresponding CEMLI Cycles. County and Graviton project team members will exercise the Oracle Cloud modules by unit testing the inventory of planned use cases. From the Cloud Business Process Familiarization deliverable through completion of the third Conference Room Pilot, the project team will test increasingly complex use cases and CEMLIs. At the conclusion of each Conference Room Pilot, use cases will be updated to reflect County feedback and decisions. Subsequent Conference Room Pilots will be planned and the required CEMLI additions and updates identified.

Graphic: Conference Room Pilots
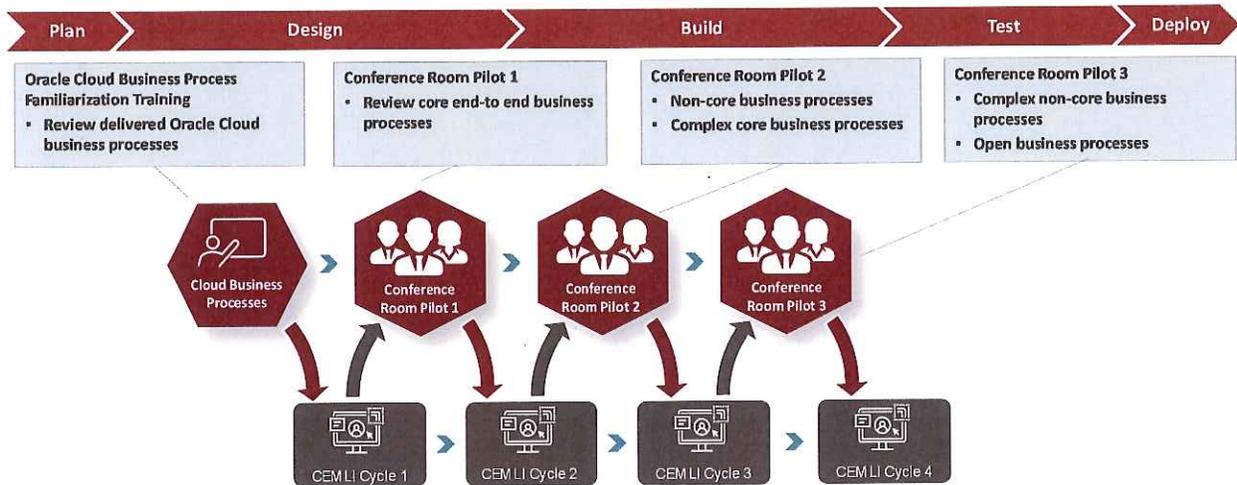
As stated above, the Conference Room Pilots will include increasingly complicated use cases. The table below shows the planned progression of business processes, configurations, extensions, integrations, and data conversions across the Business Process Familiarization and Conference Room Pilot deliverables.

CEMLI	Business Process Familiarization	Conference Room Pilot 1	Conference Room Pilot 2	Conference Room Pilot 3
Business Processes	• Oracle Base Business Processes	• Core End-to-End Business Processes	• Non-Core Business Processes • Complex Core Business Processes	• Open Business Processes • Complex Non-Core Business Processes
Configuration		• Core Configuration	• Configuration Revisions • Workflows and Approvals	• Configuration Revisions • Application Security
Extension		• Delivered Reports	• Control Reporting • PaaS Development	• Advanced Reporting • PaaS Development
Integration			• FBDI Inbound Interfaces	• API Inbound • API Outbound

CEMLI	Business Process Familiarization	Conference Room Pilot 1	Conference Room Pilot 2	Conference Room Pilot 3
			• ADFDI Inbound Interfaces • HCM Extract Outbound • OIC Standard Outbound	• OIC Complex
Data Conversion		• Subset of Definitional Data	• Definitional Data • Subset of Transactional Data	• Transactional Data • Historical Data

3.2.2   Business Process Track Deliverables

There are nine business process track deliverables to be completed over the course of implementation. The graphic depicts the implementation stages and the corresponding business process deliverables that will be completed. Each deliverable will be included in the project schedule.

Graphic: Business Process Deliverables
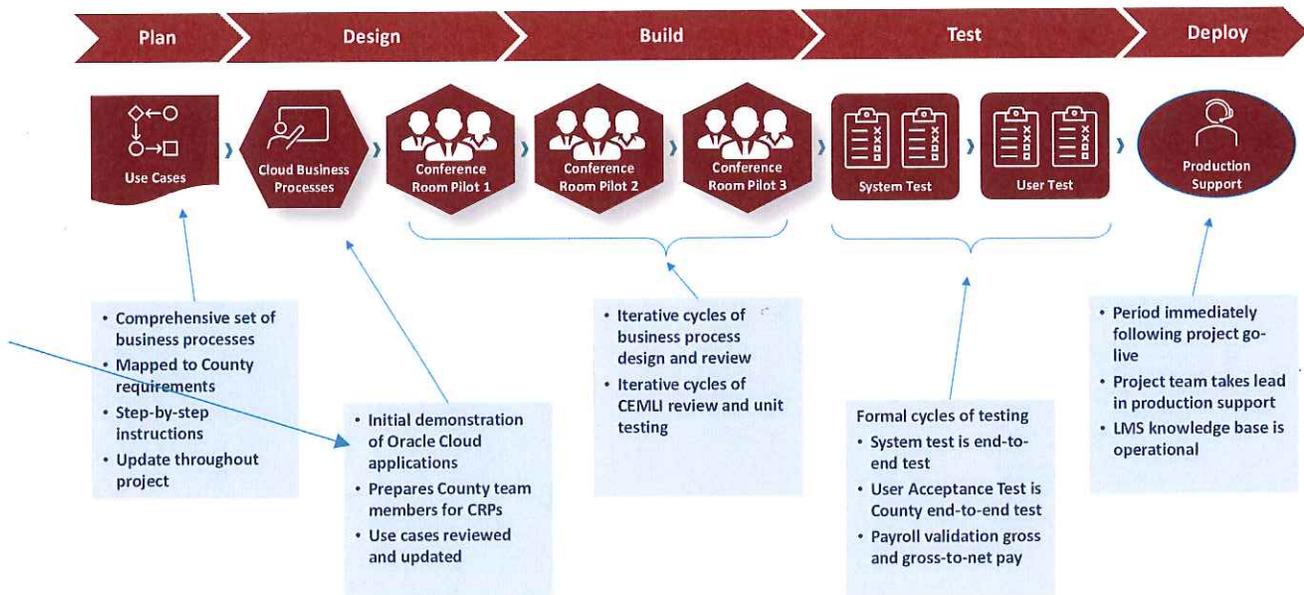
The table below lists the business process track deliverables, the deliverable acceptance criteria, the County role in the completion of the deliverable, and the role Graviton will play in the completion of the deliverable. Upon development of the deliverable, the Graviton project manager will submit the deliverable and the County will review and approve the deliverable in accordance with the deliverable submission and approval process defined in the Agreement.

Table: Business Process Track Deliverables

| Deliverable	Description	County Role	Graviton Role
Use Cases	An inventory of use cases representing a comprehensive set of the County's business processes will be initiated during the plan stage and maintained throughout the completion of the project. Use cases will map to the County's requirements and include written descriptions of how users will perform tasks to	Assist	Lead

Deliverable	Description	County Role	Graviton Role
	meet organizational business processes. The documents will also include step-by-step sequence of tasks to complete the associated business process. Use cases will evolve over the life of the project with new use cases added and existing use cases updated at each step in the business process track. Completed use cases will become the basis for both system and user acceptance test scenarios as well as end user training content.		
Cloud Business Process Familiarization	Graviton's project team members will perform an initial demonstration of Oracle Cloud applications for the purpose of familiarizing the County's project staff with the native business processes included with the software. At the conclusion of the cloud business process familiarization sessions, use cases will be reviewed and updated to reflect information gathered. Lastly, the scope of configurations, reports, integrations, and conversions (CEMLIs) to be include in Conference Room Pilot 1 will be identified and assigned to CEMLI Cycle 1.	Assist	Lead
Conference Room Pilot 1	Conference Room Pilot 1 (CRP1) is a series of work sessions planned for and managed by Graviton with active County participation throughout. The Oracle Cloud applications, inclusive of configurations, reports, integrations, and conversions completed and unit tested as part of CEMLI Cycle 1, are exercised by the project team to review core end-to-end business processes. At the conclusion of CRP1, new use cases are added, and existing uses cases updated to reflect CRP1 findings. Lastly, the scope of configurations, reports, integrations, and conversions to be included in Conference Room Pilot 2 are identified and assigned to CEMLI Cycle 2.	Assist	Lead
Conference Room Pilot 2	Conference Room Pilot 2 (CRP2) is a series of work sessions planned for and managed by Graviton with active County participation throughout. The Oracle Cloud applications, inclusive of configurations, reports, integrations, and conversions completed and unit tested as part of CEMLI Cycle 2, are exercised by the project team to review non-core end-to-end business processes include approvals, more complex business rules, business processes integrated with 3rd party systems, etc. CRP2 is highlighted by the introduction of integrations and converted definitional data. At the conclusion of CRP2, new use cases are added, and existing uses cases updated to reflect CRP2 findings. Lastly, the scope of configurations, reports, integrations, and conversions to be included in Conference Room Pilot 3 are identified and assigned to CEMLI Cycle 3.	Assist	Lead
Conference Room Pilot 3	Conference Room Pilot 3 (CRP3) is a series of work sessions planned for and managed by Graviton with active County participation throughout. The Oracle Cloud applications, inclusive of conversions, reports, integrations, and conversions completed and unit tested as part of CEMLI Cycle 3, are exercised by the project team to revisit open business process decisions, review business processes with security applied, and focus on advanced reporting. CRP3 is highlighted by the introduction of advanced reporting and converted transactional data. At the conclusion of CRP3, new use cases are added, and existing uses cases updated to reflect CRP3 findings. Lastly, the scope of configurations, reports, integrations, and conversions to be completed prior to the completion of system test is identified and assigned to CEMLI Cycle 4.	Assist	Lead

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Deliverable	Description	County Role	Graviton Role
System Test	System test is the formal testing of the complete system highlighted by integrated business processes supported by converted data, 3rd party system integration, and advanced reporting. The system test variables, including entrance and exit criteria will be established by the test plan deliverable. System test scenarios will be developed based upon use cases, executed by Graviton project team members, and tracked in the Jira test tracking application.	Assist	Lead
User Acceptance Test	User acceptance test is the formal testing of the complete system by the County's project team members and end users. User acceptance test will test the complete system and will be highlighted by completed end user security and workflows, converted data, 3rd party system integration, and advanced reporting. The user acceptance test variables, including entrance and exit criteria, will be established by the test plan deliverable. User acceptance test scenarios will be developed based upon use cases, executed by the County's representatives, and tracked in the Jira test tracking application.	Lead	Assist
Payroll Validation Test	Payroll validation test is the formal testing of the Oracle Cloud HCM system's gross pay and gross-to-net pay calculation for the County employee population. The purpose of the test is to simulate a single payroll period, and to validate the gross and gross-to-net pay calculations against the legacy production payroll results for the same payroll period. The results will be electronically validated against the legacy system payroll output. Differences will be reconciled by County testers with assistance from Graviton team members. The project team will then repeat the payroll validation test for a second pay period.	Lead	Assist
Production Support	Production support is the period following go live where Graviton project team members take the lead in supporting the Oracle Cloud production applications. Production support will be provided in accordance with operational procedures documented in the operations transition plan, including access to the Graviton learning management system. By the conclusion of the production support period, Graviton project team members will transition all operational responsibility to the designated County resources in accordance with the operations transition plan.	Lead	Assist

3.3 CEMLI Track

The CEMLI track includes those tasks required to design, build, unit test, and deploy the Oracle Cloud application configuration as well as the conversion, integration, and reporting to meet the County's requirements as defined by the use cases developed by the Graviton project team. The CEMLI track includes six deliverables spanning the five Graviton implementation stages as depicted in the graphic below.

Graphic: Technical Track
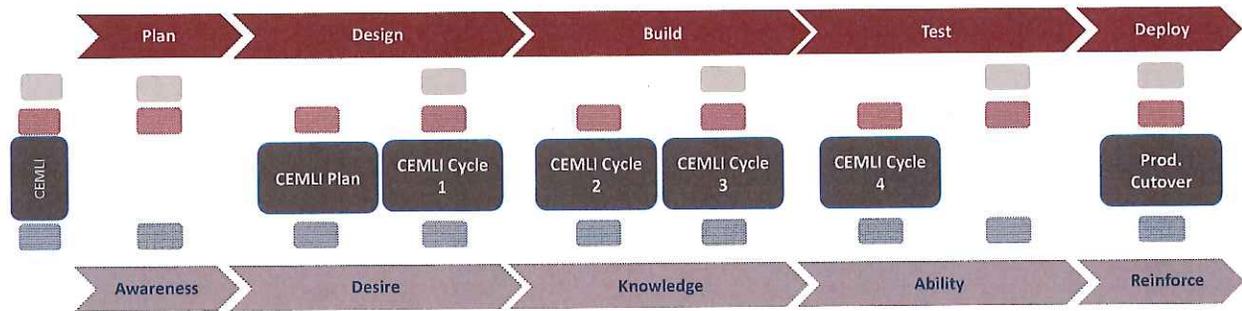
The wide range of application configuration and development activities to be performed during the County's Oracle Cloud application implementation will reside with the CEMLI track. CEMLI stands for configuration, extension, modification, localization, and integration. For each category of CEMLI the Graviton project team will follow Oracle Unified Method (OUM) best practices in the completion of the individual CEMLIs.

Configuration

The CEMLI category, Configuration, refers to those objects within the Oracle Cloud applications standard functionality that are available during implementation and operations to change the behavior of the applications. Configuration is the primary CEMLI category to be managed by the Graviton project team to meet the County business requirements. Configuration includes all functional setup tasks completed using the setup and maintenance pages or using implementation projects.

Extension

The CEMLI category, Extension, refers to custom code that is developed from scratch to interact with the Oracle Cloud applications to provide added functionality. For this project, extensions are limited to the development of reports using the Oracle Transactional Business Intelligence (OTBI), as well as bolt-on application features required to meet the County's interface requirements using Oracle PaaS (Oracle Integration Cloud). Any further extensions that would serve as bolt-on application features, would require the approval of both the County and Graviton project management.

Modification

The CEMLI category, Modification, refers to changes to the standard Oracle Cloud product functionality. Modifications will only be performed by Oracle product development. Requests for modifications are initiated via Oracle service request and must first be accepted by Oracle before development will begin. Upon completion of development and testing, modifications are made available as part of the Oracle Cloud quarterly updates.

Localization

The CEMLI category, Localization, refers to the maintenance of the system to accommodate requirements that apply to specific countries or regions. An example of localizations are changes to accommodate updates to payroll tax calculations. Localizations will only be performed by Oracle product development. In the case of localization CEMLIs, Oracle will apply this category of changes on a regular basis as part of the Oracle Cloud quarterly updates.
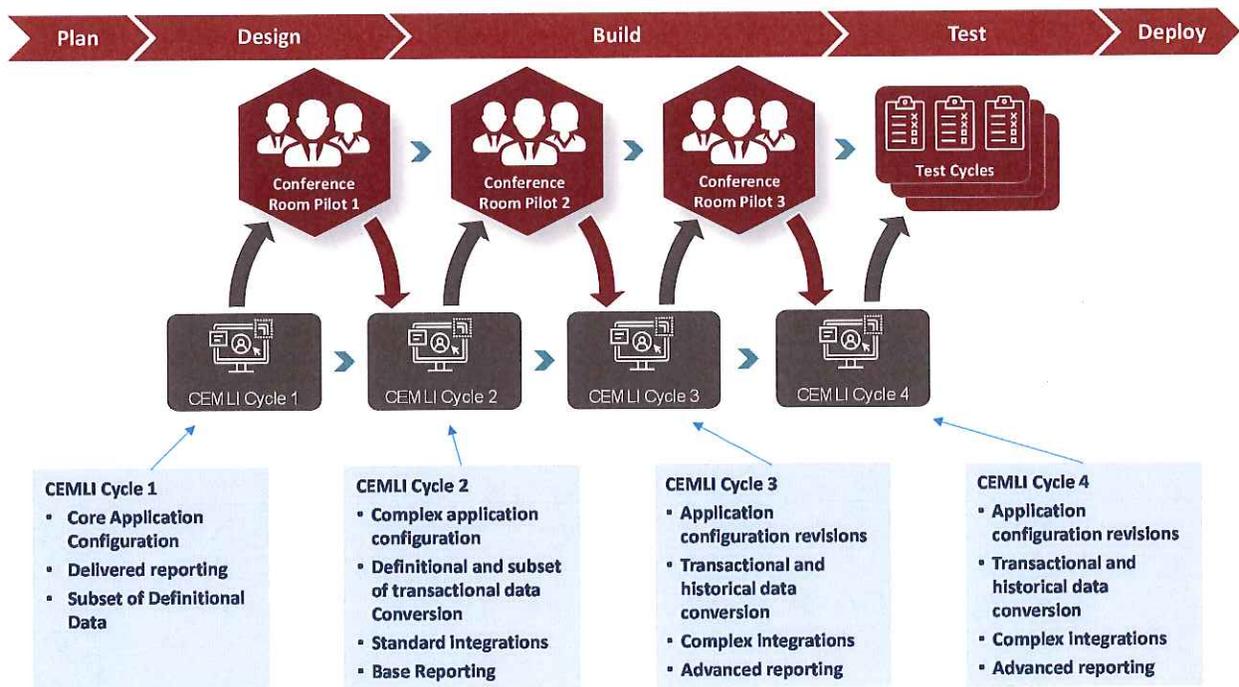
Integration

The CEMLI category, Integration, refers to inbound and outbound integrations between the Oracle Cloud applications and third-party systems. Integrations may be open interfaces with validation and load programs; standards-based interfaces such as XML Gateway, EDI, and EFT; Oracle published public

APIs; integration with Microsoft Excel; and message-based integrations. For complex integrations, Graviton will use the Oracle Integration Cloud which is included in the Oracle PaaS toolset. For implementation, Graviton also categorizes data conversions as integrations, due to the tools that Graviton will use to complete the data conversion including HCM Data Loader, ADFDI (Application Development Framework Desktop Integration) and FBDI (File Based Data Import).

3.3.1   CEMLI Cycles

Included in the CEMLI track are four CEMLI Cycles. CEMLI Cycles represent the method by which the Graviton team will manage configuration and development for the Conference Room Pilots and test cycles. For each Conference Room Pilot and the system test deliverable, the project management team will determine the configurations, extensions, integrations, and conversions that must be available for the project team to conduct the unit testing of the planned use cases. The required CEMLIs will be assigned to the corresponding CEMLI cycle and managed to be available in time for the Conference Room Pilot or test cycle that requires the CEMLI. The CEMLI Cycle deliverables will include the completed configuration and development as well as unit testing of the assigned CEMLIs in a development environment. It is anticipated that later CEMLI cycles will address the more complex use cases by including the more complex CEMLI configurations and development.

Graphic: CEMLI Cycles

As stated above, the CEMLI cycles will include increasingly complicated configuration and development. The table below shows the planned progression of configurations, extensions, integrations, and data conversions across the four CEMLI cycle deliverables.

CEMLI	CEMLI Cycle 1	CEMLI Cycle 2	CEMLI Cycle 3	CEMLI Cycle 4
Configuration	• Core Configuration	• Configuration Revisions • Workflows and Approvals	• Configuration Revisions • Application Security	• Configuration Revisions • Assign Security to Users • Assign Workflows to Users

CEMLI	CEMLI Cycle 1	CEMLI Cycle 2	CEMLI Cycle 3	CEMLI Cycle 4
Extension	• Delivered Reports	• Control Reporting • PaaS Development	• Advanced Reporting • PaaS Development	• Report Revisions
Integration		• FBDI Inbound Interfaces • ADFDI Inbound Interfaces • HCM Extract Outbound	• API Inbound • API Outbound • OIC Complex	• Integration Revisions
Data Conversion	• Subset of Definitional Data	• Definitional Data • Subset of Transactional Data	• Transactional Data • Historical Data	• Data Conversion Revisions

3.3.2   Technical Track Deliverables

There are six technical track deliverables to be completed over the course of implementation. The graphic below depicts the implementation stages and the corresponding technical deliverables that will be completed. Each deliverable will be included in the project schedule.

Graphic: Technical Deliverables
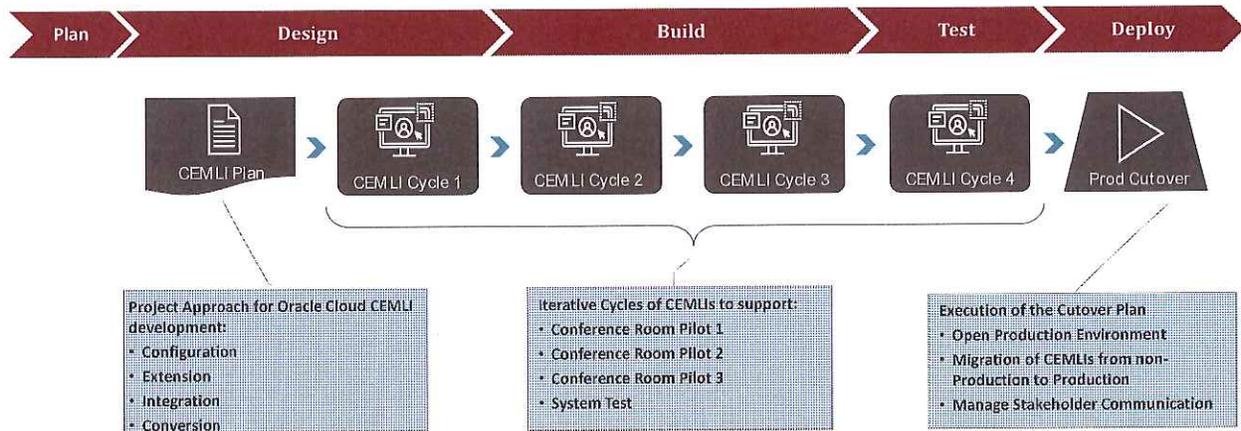
The table below lists the technical track deliverables, the deliverable acceptance criteria, the County role in the completion of the deliverable, and the role Graviton will play in the completion of the deliverable. Upon development of the deliverable, the Graviton project manager will submit the deliverable and the County will review and approved the deliverable in accordance with the deliverable submission and approval process defined in the Agreement.

Table: Technical Track Deliverables

Deliverable	Description	County Role	Graviton Role
CEMLI Plan	In Oracle Cloud Implementation CEMLI stands for configuration, extension, modification, localization, and integration. For the County, this will include Oracle Cloud application configuration, reporting, integrations, and data conversions. The CEMLI plan will layout the Graviton project team's approach to completing each CEMLI category including standards for specifications, development, and unit testing. The CEMLI plan will identify preferred tools and	Assist	Lead

Deliverable	Description	County Role	Graviton Role
	establish guidelines for utilizing environments in the completion of CEMLIs.		
CEMLI Cycle 1	CEMLI Cycle 1 is the first of four cycles of CEMLI configuration and development. Upon completion of Oracle Cloud business process familiarization, the project team will determine the configurations, reports, integrations, and conversions to be available for Conference Room Pilot 1 and assign those items to CEMLI Cycle 1. The configuration/ development and unit testing of each of these CEMLIs required for Conference Room Pilot 1 will serve as acceptance criteria for CEMLI Cycle 1.	Assist	Lead
CEMLI Cycle 2	CEMLI Cycle 2 is the second of four cycles of CEMLI configuration and development. Upon completion of Conference Room Pilot 1, the project team will determine the configurations, reports, integrations, and conversions to be available for Conference Room Pilot 2 and assign those items to CEMLI Cycle 2. The configuration/ development and unit testing of each of these CEMLIs required for Conference Room Pilot 2 will serve as acceptance criteria for CEMLI Cycle 2.	Assist	Lead
CEMLI Cycle 3	CEMLI Cycle 3 is the third of four cycles of CEMLI configuration and development. Upon completion of Conference Room Pilot 2, the project team will determine the configurations, reports, integrations, and conversions to be available for Conference Room Pilot 3 and assign those items to CEMLI Cycle 3. The configuration/ development and unit testing of each of these CEMLIs required for Conference Room Pilot 3 will serve as acceptance criteria for CEMLI Cycle 3.	Assist	Lead
CEMLI Cycle 4	CEMLI Cycle 4 is the fourth of four cycles of CEMLI configuration and development. Upon completion of Conference Room Pilot 3, the project team will determine the remaining configurations, reports, integrations, and conversions to be available for System and User Acceptance Test and assign those items to CEMLI Cycle 4. The configuration/ development and unit testing of each of these remaining CEMLIs required for System and User Acceptance Test will serve as acceptance criteria for CEMLI Cycle 4.	Assist	Lead
Production Cutover	The production cutover deliverable is the transition of the Oracle Cloud Applications and data from the non-production environment to the production environment. The deliverable marks the successful completion of each task included in the previously submitted and approved cutover plan deliverable.	Assist	Lead
Production Cutover 2	The Production 2 Cutover deliverable will apply to the ERP Phase only. For ERP features and functionality not available at the time of the ERP Production Cutover, the project team will transition those features and functionality to the production environment for production use. The scope of features and functionality to be included in the Production Cutover 2 deliverable will be mutually agreed upon by the County and Graviton and documented as part of the project change control process defined by the Project Management Plan deliverable.	Assist	Lead

3.4 Change Management Track

The change management track includes the strategies, tasks, and deliverables to facilitate the organizations transition from its legacy systems and existing business processes to the Oracle Cloud applications and the future state business processes that will be implemented as a result. Graviton will follow a change management approach inspired by the Prosci ADKAR method, focusing on change at the individual stakeholder level. The change management track includes eight deliverables spanning the five Graviton implementation stages as depicted in the graphic below.

Graphic: Change Management Track
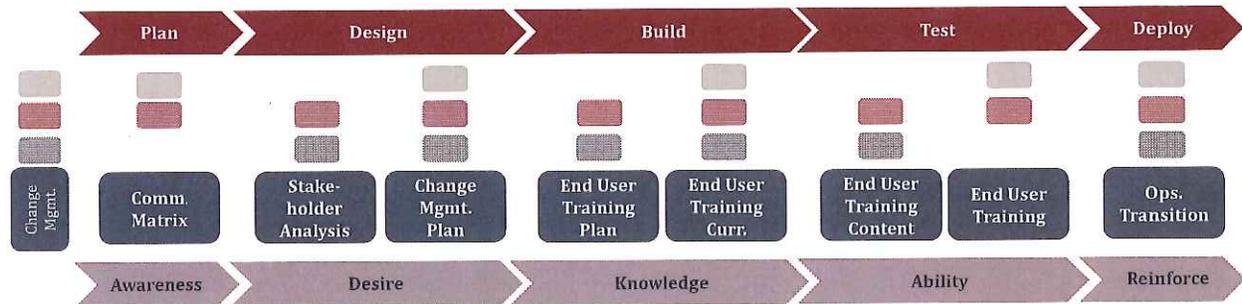
The change management track will produce a series of deliverables that analyze the County organization, highlighting its strengths, weaknesses, opportunities, and threats as they relate to the ability to implement significant business process change. The completion of the early deliverables will solidify the change management strategy and set the plan for the remainder of the project. During the build, test, and deploy stages, the project team, in accordance with the Change Management plan deliverable, will continuously publish information and promote the changing business processes across the stakeholder community.

The Graviton team will implement a blended learning approach for end user training, where both on-demand and instructor-led online training opportunities will be available to County users. Graviton will prepare end user training content that is tailored to the County's use cases and will become the basis for both training materials and job aids. This content will be deployed through the Graviton learning management system (LMS). The Graviton LMS will also serve as a knowledge base where specific end user training content can be accessed by County users as a refresher following go live.

3.4.1 End User Training Tools

Graviton will provide the following end user training tools to support the County and the Graviton project team in the development of an effective end user training program.

End User Training Content: Articulate Storyline

Graviton will develop end user training content and job aids in SCORM 1.2 compliant format. Graviton leverages Adobe Captivate as our authoring tool. Adobe Captivate will transition training content and job aids from basic PowerPoint format to interactive videos with simulations, voice over, and recorded webcam content. The specific use of Adobe Captivate for developing training content and job aids will be determined by the County and Graviton project team members and will be documented in the End User Training Plan deliverable. Adobe Captivate will be administered by Graviton project team members though completion of the Project Closeout deliverable. Graviton will provide Articulate Storyline for the County's use during the project and for one year following the project go-live. The Project Closeout deliverable will establish a plan for transitioning administration of Adobe Captivate from Graviton project team members to County project team members.

Learning Management System (LMS): LearnUpon

Graviton will provide a LearnUpon learning management system (LMS) for the County's implementation of Oracle Cloud. The LearnUpon LMS will allow for the improved organization and administration of the blended Learning training program for the County, including course development, blending instructor-led and e-Learning course, incorporating exams and surveys into courses, manage LMS users, and provide reports to the project team on training progress. The specific use of LearnUpon will be determined by the County and Graviton project team members and will be documented in the End User Training Plan deliverable. LearnUpon will be administered by Graviton project team members through completion of the Project Closeout deliverable. Graviton will provide LearnUpon for the County's use during the project and for one year following the project go-live. The Project Closeout deliverable will establish a plan for transitioning administration of LearnUpon from Graviton project team members to County project team members.

3.4.2   Change Management Track Deliverables

There are 8 change management track deliverables to be completed over the course of implementation. Graviton has aligned our change management methodology with the Prosci ADKAR model, ensuring the change management tasks and deliverables performed in each project stage align with the five elements of ADKAR: Awareness, Desire, Knowledge, Ability, Reinforcement. The graphic below depicts the implementation stages and the corresponding change management deliverables that will be completed. Each deliverable will be included in the project schedule.

Graphic: Change Management Deliverables
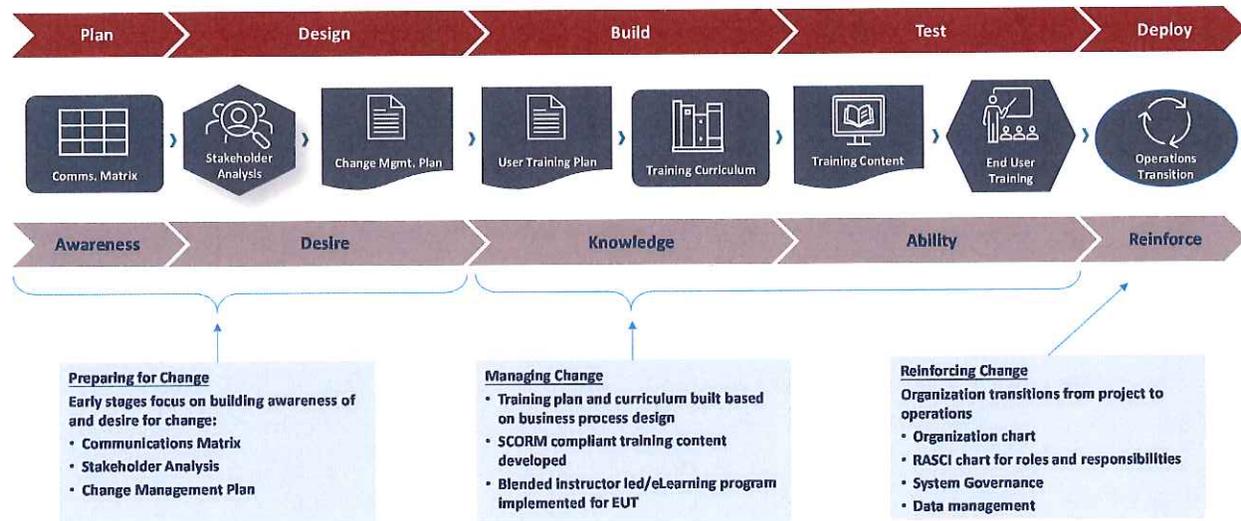
The table below lists the change management track deliverable, the deliverable acceptance criteria, the County role in the completion of the deliverable, and the role Graviton will play in the completion of the deliverable. Upon development of the deliverable, the Graviton project manager will submit the deliverable and the County will review and approved the deliverable in accordance with the deliverable submission and approval process defined by the Project Management Plan deliverable that will be developed and approved during the Plan stage of the project.

Table: Change Management Track Deliverables

Deliverable	Description	County Role	Graviton Role
Communications Matrix	In the plan stage of implementation, the project team assembles a population of system stakeholders that will be accounted for in the project communications and overall change management plan. Interviews and surveys are conducted to determine the best methods for drafting, distributing, and managing both outbound and inbound communications between the project and stakeholders. This early information gathering culminates in a communications matrix inclusive of County project team members, system users, departmental representatives, organizational leadership, etc., that identifies the methods for communicating with each set of stakeholders.	Assist	Lead
Stakeholder Analysis	In the design stage of implementation, the Graviton project team will continue the efforts initiated by the development of the communications matrix to further identify system stakeholders. The Graviton project team will take the opportunity to interview a cross-section of stakeholders to gauge the organizations' understanding and readiness for the project to then develop the change management strategy and change management plan deliverable. The deliverable will include findings from the interviews conducted and include recommendations on how to engage stakeholders throughout implementation.	Assist	Lead
Change Management Plan	In the design stage of implementation, following stakeholder analysis, business process familiarization, and conference room pilot 1 work sessions, the project team will develop an overall change management strategy for the project team to follow through the completion of the project. The change management plan will capture the project team's strategy regarding leadership support, stakeholder engagement, readiness assessment, communications, end user training, and operational considerations.	Assist	Lead
End User Training Plan	Graviton's approach to end user training is to deploy a blended learning program including both on demand and instructor led training. The end user training plan will detail each variable required to implement the blended learning program. The plan will establish job descriptions based on the use cases developed by the Graviton project team during the design and build stages. The job descriptions and corresponding use cases will be the basis for the end user training curriculum. For each training course the end user training plan will list the planned County attendees. Lastly, all learning management system configuration and administration decisions to deploy the blended learning program will be defined.	Assist	Lead
End User Training Curriculum	For each course in the end user training plan, formal curriculum design sessions are conducted to determine the business processes to be covered, leveraging the corresponding use cases. The end user training curriculum will also include course duration, course delivery method, course description, course prerequisite, course objectives, target audience, course assessments, and results measurement methods for each course in the curriculum. Lastly, the end user training curriculum will define the learning management system variables needed to develop the corresponding courses.	Assist	Lead

Deliverable	Description	County Role	Graviton Role
End User Training Content	End User Training Content will consist of job aids and end user training manuals. Job aids are the equivalent of desktop procedures that reflect the step-by-step processes documented in the use cases which are developed and maintained by the Graviton project team. Job aids will serve as operational documents to be referenced by the County's users following the project's transition to an operational state. In addition to job aids, the Graviton project team will develop end user training manuals that are also based upon the step-by-step processes documented in the use cases. End user training manuals will elaborate on the business processes captured in the use cases by incorporating additional process flows and narratives. End User training content will be developed as SCORM 1.2 compliant enabling it to be made available via the Graviton learning management system that is central to the blended learning training program.	Assist	Lead
End User Training	In the blended learning training approach, end user training is delivered in both an online on-demand format and an online instructor led format. Graviton will be responsible for ensuring the delivery on online on-demand training by administering the Graviton learning management system (LMS), ensuring designated users have access to the Graviton LMS and the content is being delivered according to the End User Training Plan. County trainers will be responsible for delivering online instructor-led training. Graviton will administer the LMS to support the instructor-led training. County trainers and/or super users that have attended the train-the-trainer sessions will deliver the online instructor-led training via the Graviton LMS. If required, in person classroom training will be made available and delivered by the County trainers.	Lead	Assist
Operations Transition Plan	Critical to the project will be the eventual transition of the system administration and support into a steady state operational model. The operations transition plan deliverable will be initiated during the test stage of the project and finalized during the deploy stage. The operations transition plan deliverable will define the operations' organizational structure. The document will include operational roles and responsibilities listed as a RASCI chart. Business process system governance will address topics such as data management and the intake of requests, setting priorities and decision making.	Lead	Assist

3.4.3   Train-the-Trainer Approach for Instructor Led Training

To allow for instructor-led training to supplement the online on-demand training model, the project team will follow a train-the-trainer approach. Online on-demand training, which is most of the training to be offered, will be developed by Graviton. Where train-the-trainer is needed, Graviton will work with the County core team members throughout implementation including the business process familiarization, conference room pilot, and test cycle work sessions to provide knowledge transfer. Those core team members will then participate in the end user training curriculum work sessions and the end user training content review sessions to become familiar with the course curriculum and content. Prior to the delivery of training, the Graviton resources will rehearse the training with the core team members to ensure their readiness. Lastly, the Graviton resources will attend the early end user training classes to support the County trainers as they deliver the instructor-led training.

The steps required to complete the Train-the-Trainer program will be defined by the End User Training Plan deliverable. Courses that will be instructor-led, and therefore dependent on the Train-the Trainer program, will be identified in the Training Curriculum deliverable.

4 Oracle Cloud Implementation: Timeline

The Oracle Cloud implementation for the County will be initiated in July 2021 and completed in January 2023. This Statement of Work includes a summary project schedule as well as an initial schedule of major milestones for each implementation phase.

4.1 Summary Project Schedule

The graphic below provides a summary level project schedule, showing the three implementation phases and the five implementations stages as described in the *Oracle Cloud Implementation: Approach* section of this Statement of Work.

Graphic: Summary Timeline
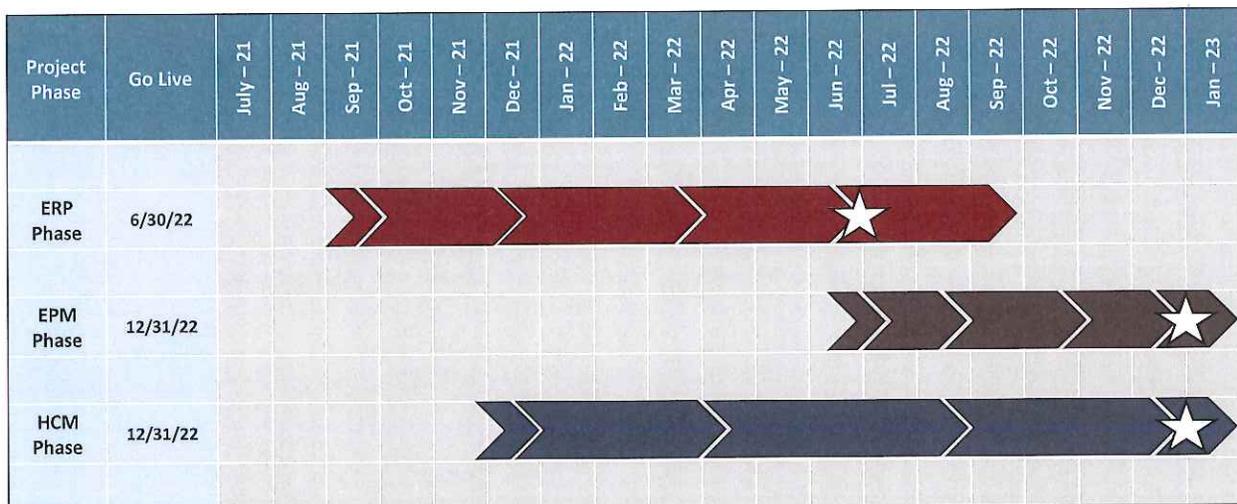
The kick-off date, end date, and go-live date for each of the three implementation phases is listed in the table below.

Table: Yamhill County Implementation Phase Schedule

Project Phase	Phase Kick-off Date	Phase End Date	Go-Live Date
Phase 1 – ERP	09/13/2021	09/30/2022	06/30/2022
Phase 2 – EPM	06/20/2022	01/27/2023	12/31/2022
Phase 3 – HCM	12/06/2021	01/27/2023	12/31/2022

4.2 Implementation Phase Milestones

At project initiation, a detail project schedule will be created in Smartsheet and will be available for collaboration with all Graviton and County project team members. Maintenance of the project schedule will be a recurring task that is defined in the Project Management Plan deliverable to be completed in the first weeks of the project. The tables below represents the initial schedule of milestones for each

implementation phase. The schedule is the basis for the Graviton staffing plan and implementation services costs.

Table: ERP Phase Major Milestones

No.	Deliverable	Completion Date
1	ERP Business Process Familiarization	10/22/2021
2	ERP CEMLI Cycle 1	11/19/2021
3	ERP Conference Room Pilot 1	12/17/2021
4	ERP CEMLI Cycle 2	1/21/2022
5	ERP Conference Room Pilot 2	2/18/2022
6	ERP CEMLI Cycle 3	3/11/2022
7	ERP Conference Room Pilot 3	3/25/2022
8	ERP CEMLI Cycle 4	4/8/2022
9	ERP System Test	5/13/2022
10	ERP User Acceptance Test	6/24/2022
11	ERP Production Cutover	7/1/2022
12	ERP Production Support	7/28/2022
13	ERP Production Cutover 2	9/24/2021

Table: EPM Phase Major Milestones

No.	Deliverable	Completion Date
1	EPM Business Process Familiarization	7/15/2022
2	EPM CEMLI Cycle 1	8/5/2022
3	EPM Conference Room Pilot 1	8/19/2022
4	EPM CEMLI Cycle 2	9/16/2022
5	EPM Conference Room Pilot 2	9/30/2022
6	EPM CEMLI Cycle 3	10/14/2022
7	EPM Conference Room Pilot 3	10/21/2022
8	EPM CEMLI Cycle 4	11/4/2022
9	EPM System Test	11/18/2022
10	EPM User Acceptance Test	12/2/2022
11	EPM Production Cutover	12/30/2022
12	EPM Production Support	1/27/2023

Table: HCM Phase Major Milestones

No.	Deliverable	Completion Date
1	HCM Business Process Familiarization	1/21/2022
2	HCM CEMLI Cycle 1	2/25/2022
3	HCM Conference Room Pilot 1	4/1/2022
4	HCM CEMLI Cycle 2	6/10/2022

| No.	Deliverable	Completion Date
5	HCM Conference Room Pilot 2	7/22/2022
6	HCM CEMLI Cycle 3	8/19/2022
7	HCM Conference Room Pilot 3	8/26/2022
8	HCM CEMLI Cycle 4	9/23/2022
9	HCM System Test	10/28/2022
10	HCM User Acceptance Test	12/23/2022
11	HCM Production Cutover	1/6/2023
12	HCM Production Support	1/27/2023

5   Oracle Cloud Implementation: Staffing

Implementation of the Oracle Cloud modules for the County will require close collaboration between the Graviton and County project team members. However, for the purposes of the Statement of Work, this Oracle Cloud Implementation Staffing section describes the Graviton project team that will complete the implementation of Oracle Cloud for the County. The Graviton project team organization chart, project team roles, and project team staffing plan are documented below.

5.1   Project Team Organization Chart

The Graviton project team is organized according to implementation track. Those team members that align with an implementation track are generally responsible for the completion of work products in that implementation track. As needed, project team members collaborate with both Graviton and County team members from other implementation tracks to ensure all work products and deliverables are completed on time and meeting the project standards for quality.

Graphic: Graviton Project Team Organization Chart
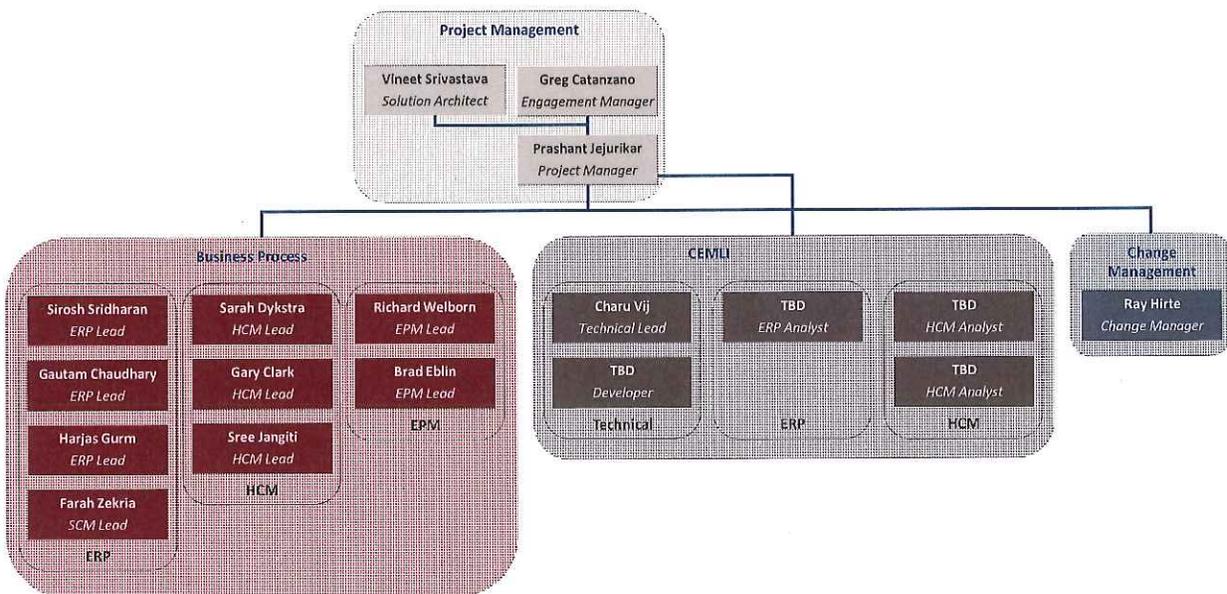
5.2   Project Team Roles

The Graviton implementation team includes Oracle Cloud experienced consultants that have the versatility to perform project tasks across the project management, business process, technical, and change management implementation tracks. However, the primary role of each position in the Graviton organization chart is described in the table below.

Table: Graviton Project Roles

Project Role	Description
Engagement Manager	Greg Catanzano will serve as Graviton's engagement manager for this project. He will oversee the project's execution and will be accountable for its success. Greg will also participate in the steering committee meetings with the County to ensure that any feedback from the County is addressed appropriately.
Project Manager	Prashant Jejurikar will serve as Graviton's project manager for this project. He will manage the day-to-day task assignments for the Graviton project team. Prashant will also perform the ongoing risk management activities. Prashant will be responsible for maintaining the project schedule and for providing the following work products for each implementation phase: • Project Management Plan • Project Scope • Test Plan • Cutover Plan • Project Closeout
Solution Architect	Vineet Srivastava will serve as Graviton's solution architect for this project. He will be responsible for overseeing the functional and technical design, and for ensuring the Oracle Cloud modules and corresponding CEMLI development will meet the County's goals as stated in this SOW. Vineet will participate in the Steering Committee meetings with the County.
Business Process Consultants	Graviton business process consultants will bring Oracle Cloud application expertise to the project team and will work on the work products and deliverables listed in this SOW through the life of the project. They will be responsible for the following work products and deliverables: • Use Cases • Cloud Business Process Familiarization • Conference Room Pilot 1 • Conference Room Pilot 2 • Conference Room Pilot 3 • System Test • User Acceptance Test • Payroll Validation Test • Production Support
CEMLI Consultants	Graviton CEMLI consultants bring Oracle Cloud configuration and development expertise including expert knowledge in the Oracle Cloud tools that will be utilized for CEMLI development including OTBI, Oracle PaaS, OIC, etc. CEMLI resources will develop the following technical track work products and deliverables listed in this SOW: • CEMLI Plan • CEMLI Cycle 1 • CEMLI Cycle 2 • CEMLI Cycle 3 • CEMLI Cycle 4 • Production Cutover

GRAVITON
CONSULTING SERVICES

YAMHILL COUNTY

Project Role	Description
Change Management Lead	Ray Hirte will serve as Graviton's change management lead for this project. Ray will be responsible for working with project team members to facilitate the completion of the change management track work products including the following: • Communications Matrix • Stakeholder Analysis • Change Management Plan • End User Training Plan • End User Training Curriculum • End User Training Content • End User Training • Operations Transition Plan

Graviton will perform most implementation tasks remotely. Not-to-exceed travel costs have been included in the *Oracle Cloud Implementation: Cost* section of this SOW. As opportunities for onsite participation are identified, Graviton project team members will provide those implementation services onsite at the County. For the avoidance of ambiguity, Graviton will not charge additional professional services fees for time spent travelling to the County site, if such travel occurs, and only those allowable travel expenses shall be reimbursable. The Graviton and County project managers will authorize any travel for Graviton project team members, following the guidelines for travel authorization documented in the Project Management Plan deliverable to be submitted and approved during the Plan stage of the project.

5.3 Project Team Staffing Plan

The table below outlines the planned Graviton staffing for each month of the project. Participation is listed in hours per month.

Table: Graviton Staffing Plan

Position	Name	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Total
Project Management																			
Engagement Manager	Greg Catanzano	12	16	16	20	16	16	20	16	16	20	16	20	16	16	20	16	16	288
Project Manager	Prashant Jejurikar	60	80	80	100	80	80	100	80	80	100	80	100	80	80	100	80	80	1,440
Solution Architect	Vineet Srivastava	15	20	20	25	20	20	25	20	20	25	20	25	20	20	25	20	20	360
Business Process																			
ERP Lead	Sirosh Sridharan	12	120	100	150	120	120	150	120	120	150	120	0	0	0	0	0	0	1,282
ERP Lead	Gautam Chaudhary	50	120	100	130	80	80	100	80	80	100	80	0	0	0	0	0	0	1,000
ERP Lead	Harjas Gurm	40	160	160	200	160	160	200	160	160	200	160	100	80	0	0	0	0	1,940
SCM Lead	Farah Zekria	40	160	160	200	160	160	200	160	160	200	160	100	80	0	0	0	0	1,940
EPM Lead	Richard Welborn	0	0	0	0	0	0	0	0	0	18	120	150	120	120	150	120	120	918
EPM Lead	Brad Eblin	0	0	0	0	0	0	0	0	0	0	0	150	120	120	150	120	120	780
HCM Lead	Sarah Dykstra	0	0	0	80	100	40	150	60	40	110	100	90	60	120	110	120	120	1,300
HCM Lead	Gary Clark	0	0	0	80	100	40	150	60	40	110	100	90	60	120	110	120	120	1,300
HCM Lead	Sree Jangiti	0	0	0	80	100	40	150	60	40	110	100	90	60	120	110	120	120	1,300
CEMLI																			
Technical Lead	Charu Vij	0	20	80	100	80	80	100	80	80	100	80	100	80	80	100	80	80	1,320
Developer	TBD	0	0	20	100	80	80	100	80	80	100	80	100	80	80	100	80	80	1,240
ERP Analyst	TBD	0	0	0	40	80	80	100	80	80	100	80	0	0	0	0	0	0	560
HCM Analyst	TBD	0	0	0	0	30	120	25	95	120	75	45	100	95	20	60	0	0	785
HCM Analyst	TBD	0	0	0	0	30	120	25	95	120	75	45	100	95	20	60	0	0	785
Change Management																			
Change Mgmt Lead	Ray Hirte	24	32	32	40	32	32	40	32	32	40	32	40	32	32	40	32	0	544
		253	728	768	1,345	1,268	1,268	1,635	1,278	1,268	1,633	1,338	1,355	1,078	948	1,135	908	876	19,082

Individual Graviton resource participation listed in the table above represent best estimates at this time. It will be at the discretion of the Graviton Engagement Manager to adjust resource participation as required by the project. Furthermore, if it is determined that changes to resources are required, the Graviton and County project managers will determine the appropriate transition of resources.

6 Oracle Cloud Implementation: Cost

The Graviton project team will complete the Oracle Cloud implementation for the County following the implementation scope, implementation approach, implementation timeline, and staffing plan outlined in this SOW. The table below lists the corresponding Graviton implementation costs. The implementation services will be performed on a fixed price basis.

6.1 Implementation Cost

The table below summarizes the implementation services costs to complete the Oracle Cloud implementation for the County. Implementation Services will be billed on a fixed price basis. Instructor-Led Training Services and Travel will be billed on a not-to-exceed basis. The Graviton implementation costs do not include the Oracle Cloud SaaS and support fees.

Table: Implementation Cost Summary

Item	Amount
Implementation Services	$2,376,350.00
Travel	$72,000.00
Total	**$2,448,350.00**

The table above includes estimated travel expenses for Graviton team members. If Graviton and the County agree that onsite attendance by consultants would improve the quality of the project deliverables, the travel costs will not exceed the total listed above. Graviton resources will follow the County's approved travel policy and per diem guidelines. Invoices for travel reimbursement will be billed monthly and shall include such accompanying detail for receipts associated with hotels, airfare, rental cars, and other expenses in excess of $25.

6.2 Implementation Payment Schedule

The table below represents the payment schedule for the implementation of Oracle Cloud for the County. For each payment, the table lists the planned completion date and amount. There are two categories of payments: deliverables and milestones. Deliverable payments will be ready to bill upon completion of the corresponding deliverable and approval from the County that the deliverable meets the acceptance criteria documented in this Statement of Work. Milestone payments will be billed monthly and will not require pre-approval by the County prior to billing. Milestone payments will, however, require all corresponding project management documentation is in good standing prior to the County processing payment for that milestone. The deliverable approval process will be further defined in the Project Management Plan deliverable to be completed during the Plan stage of the project.

The County and Graviton agree that a single invoice will be submitted to the County at the end of each month of the project. The invoice will include a line item for that month's corresponding milestone payment as well as line items for each deliverable that was approved during that month.

Table: Implementation Payment Schedule

No.	Payment	Completion Date	Amount	Retainage	Net Amount
1	September 2021 Project Management	9/30/2021	$31,495.45	$6,299.09	$25,196.36
2	ERP Business Process Familiarization	10/22/2021	$40,627.21	$8,125.44	$32,501.77

No.	Payment	Completion Date	Amount	Retainage	Net Amount
3	October 2021 Project Management	10/31/2021	$50,000.00	$10,000.00	$40,000.00
4	ERP CEMLI Cycle 1	11/19/2021	$45,606.73	$9,121.35	$36,485.38
5	November 2021 Project Management	11/30/2021	$50,000.00	$10,000.00	$40,000.00
6	ERP Conference Room Pilot 1	12/17/2021	$117,436.26	$23,487.25	$93,949.01
7	December 2021 Project Management	12/31/2021	$50,000.00	$10,000.00	$40,000.00
8	ERP CEMLI Cycle 2	1/21/2022	$53,925.34	$10,785.07	$43,140.28
9	HCM Business Process Familiarization	1/21/2022	$53,925.34	$10,785.07	$43,140.28
10	January 2022 Project Management	1/31/2022	$50,000.00	$10,000.00	$40,000.00
11	ERP Conference Room Pilot 2	2/18/2022	$53,925.34	$10,785.07	$43,140.28
12	HCM CEMLI Cycle 1	2/25/2022	$53,925.34	$10,785.07	$43,140.28
13	February 2022 Project Management	2/28/2022	$50,000.00	$10,000.00	$40,000.00
14	ERP CEMLI Cycle 3	3/11/2022	$76,768.88	$15,353.78	$61,415.10
15	ERP Conference Room Pilot 3	3/25/2022	$76,768.88	$15,353.78	$61,415.10
16	March 2022 Project Management	3/31/2022	$50,000.00	$10,000.00	$40,000.00
17	HCM Conference Room Pilot 1	4/1/2022	$54,547.78	$10,909.56	$43,638.23
18	ERP CEMLI Cycle 4	4/8/2022	$54,547.78	$10,909.56	$43,638.23
19	April 2022 Project Management	4/30/2022	$50,000.00	$10,000.00	$40,000.00
20	ERP System Test	5/13/2022	$107,850.69	$21,570.14	$86,280.55
21	May 2022 Project Management	5/31/2022	$50,000.00	$10,000.00	$40,000.00
22	HCM CEMLI Cycle 2	6/10/2022	$77,080.10	$15,416.02	$61,664.08
23	ERP User Acceptance Test	6/24/2022	$77,080.10	$15,416.02	$61,664.08
24	June 2022 Project Management	6/30/2022	$50,000.00	$10,000.00	$40,000.00
25	ERP Production Cutover	7/1/2022	$29,141.21	$5,828.24	$23,312.97
26	EPM Business Process Familiarization	7/15/2022	$29,141.21	$5,828.24	$23,312.97
27	HCM Conference Room Pilot 2	7/22/2022	$29,141.21	$5,828.24	$23,312.97
28	ERP Production Support	7/28/2022	$29,141.21	$5,828.24	$23,312.97
29	July 2022 Project Management	7/31/2022	$50,000.00	$10,000.00	$40,000.00
30	EPM CEMLI Cycle 1	8/5/2022	$29,670.28	$5,934.06	$23,736.23
31	EPM Conference Room Pilot 1	8/19/2022	$29,670.28	$5,934.06	$23,736.23
32	HCM CEMLI Cycle 3	8/19/2022	$29,670.28	$5,934.06	$23,736.23
33	HCM Conference Room Pilot 3	8/26/2022	$29,670.28	$5,934.06	$23,736.23
34	August 2022 Project Management	8/31/2022	$50,000.00	$10,000.00	$40,000.00
35	EPM CEMLI Cycle 2	9/16/2022	$25,259.39	$5,051.88	$20,207.52
36	HCM CEMLI Cycle 4	9/23/2022	$25,259.39	$5,051.88	$20,207.52
37	ERP Production Cutover 2	9/23/2022	$33,679.19	$6,735.84	$26,943.35
38	September 2022 Project Management	9/30/2022	$50,000.00	$10,000.00	$40,000.00
39	EPM Conference Room Pilot 2	9/30/2022	$17,003.64	$3,400.73	$13,602.91
40	EPM CEMLI Cycle 3	10/14/2022	$17,003.64	$3,400.73	$13,602.91
41	EPM Conference Room Pilot 3	10/21/2022	$17,003.64	$3,400.73	$13,602.91
42	HCM System Test	10/28/2022	$17,003.64	$3,400.73	$13,602.91
43	October 2022 Project Management	10/31/2022	$50,000.00	$10,000.00	$40,000.00

GRAVITON
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YAMHILL COUNTY
1843

No.	Payment	Completion Date	Amount	Retainage	Net Amount
44	EPM CEMLI Cycle 4	11/4/2022	$45,646.90	$9,129.38	$36,517.52
45	EPM System Test	11/18/2022	$45,646.90	$9,129.38	$36,517.52
46	November 2022 Project Management	11/30/2022	$50,000.00	$10,000.00	$40,000.00
47	EPM User Acceptance Test	12/2/2022	$31,517.52	$6,303.50	$25,214.01
48	HCM User Acceptance Test	12/23/2022	$31,517.52	$6,303.50	$25,214.01
49	EPM Production Cutover	12/30/2022	$15,758.76	$3,151.75	$12,607.01
50	December 2022 Project Management	12/31/2022	$50,000.00	$10,000.00	$40,000.00
51	HCM Production Cutover	1/6/2023	$14,755.73	$2,951.15	$11,804.58
52	EPM Production Support	1/27/2023	$14,755.73	$2,951.15	$11,804.58
53	HCM Production Support	1/27/2023	$14,755.73	$2,951.15	$11,804.58
54	January 2023 Project Management	1/31/2023	$49,025.47	$9,805.09	$39,220.38
		Total	$2,376,350.00	$475,270.00	$1,901,080.00

6.3   Retainage Payment Schedule

The table below represents the retainage payment schedule for the implementation of Oracle Cloud for the County. The County agrees to release retainage in three payments following the successful ERP, HCM, and EPM phase go-lives, and the completion of the corresponding production support periods. Retainage payments will be ready to bill upon completion of the corresponding deliverable and approval from the County that the deliverable meets the acceptance criteria documented in this Statement of Work. The retainage payment will be included in the same monthly invoice as the corresponding approved deliverable.

Table: Retainage Payment Schedule

No.	Payment	Deliverable	Completion Date	Amount
1	Phase 1 ERP Retainage Payment	ERP Project Closeout	7/28/2022	$190,100.00
2	Phase 2 EPM Retainage Payment	EPM Project Closeout	1/27/2023	$95,070.00
3	Phase 3 HCM Retainage Payment	HCM Project Closeout	1/27/2023	$190,100.00
			Total	$475,270.00

B.O. 21-360
Exhibit "A"