

Technology Services Agreement

Conduent Government Systems, LLC

Siskiyou County, California

This agreement for technology services (“Agreement”) is made by and between **Conduent Government Systems, LLC**, 130 Division Street, Waite Park, MN 56387 (“Conduent”), and **Siskiyou County**, a government entity in the State of California, 311 4th Street, Yreka, CA 96097 (“Client”). Conduent and Client (each individually a “party” and collectively the “parties”) agree as follows:

- 1. SERVICES** Conduent agrees to provide to Client the technology services described in the Statement of Work (“Services”), which is attached to and incorporated in this Agreement as Schedule A, in accordance with the terms and conditions set forth in this Agreement.
- 2. TERM** This Agreement will become effective on April 1, 2018 (“Effective Date”) and will continue through December 31, 2018 (“End Date”), unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement (“Term”).
- 3. PAYMENT** Client agrees to pay Conduent for the Services, including any partially completed work performed to the date of termination for loss of funding or any other reason except default by Conduent. Conduent will submit an invoice to Client for each payment due, and Client agrees to pay each invoice within thirty (30) calendar days after receipt of the invoice.
- 4. TAXES** If Client is by law exempt from property taxes or sales and use taxes, those taxes will not be included in invoices submitted to the Client under this Agreement. Conduent may be considered a limited agent of Client for the sole purpose of purchasing goods or services on behalf of Client without payment of taxes from which Client is exempt. If Conduent is required to pay taxes by determination of a proper taxing authority having jurisdiction over the products or services provided under this Agreement, Client agrees to reimburse Conduent for payment of those taxes.
- 5. DELIVERY AND ACCEPTANCE** Client will have **sixty (60)** business days after notification by Conduent that a portion of the Services are complete and ready for acceptance to inspect and accept or decline that portion of the Services. If Client declines to accept all or any part of the Services, Client will provide Conduent a written description of the deficiencies and a reasonable opportunity to cure those deficiencies. Client will indicate acceptance of the Services in writing. However, if Client fails to accept or decline the Services and deliver a written list of deficiencies to Conduent within **sixty (60)** business days after receipt of notice of delivery, the Services will be deemed to have been accepted by Client.
- 6. CONFIDENTIALITY** With respect to Client business information that is confidential and clearly designated as confidential (“Client Confidential Information”), Conduent will keep that information confidential by using the same degree of care and discretion that is used with information that Conduent regards as confidential. Conduent will not be required to keep confidential any information that: (a) is or becomes publicly available; (b) is already lawfully possessed by Conduent; (c) is independently developed by Conduent outside the scope of this Agreement without reliance on Client Confidential Information; or (d) is rightfully obtained from third parties. Conduent is not required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how, or techniques developed by Conduent while providing the Services. Conduent and Client agree to use confidential information only for the purposes of this Agreement and on a strictly need-to-know basis, and will not disclose confidential information to any third party (other than as permitted under this

Agreement) or to the employees of the other party, Conduent subcontractors, or permitted consultants engaged by the Client with the prior written consent of Conduent.

7. OWNERSHIP, USE, AND RETURN OF DATA All information, records, documents, files, data, and other items relating to the business of Client, whether prepared by Client or Conduent or otherwise coming into the possession of Conduent in connection with performing the Services or otherwise during the Term will remain the exclusive property of Client. All data and personal information transferred from Client to Conduent under this Agreement will be transferred by (a) Secure Large File Transfer (SLFT) that password protects and encrypts the data or (b) Conduent FTP site accessible only by account. If Client uses the Conduent FTP site, access to account information will be limited to authorized personnel. If Client transfers data or personal information to Conduent by any other means, Conduent shall not be responsible for any damages related to loss of data or personal information.

8. ACCESS TO FACILITIES AND INSURANCE Client agrees to provide Conduent with reasonable access to Client facilities for provision of Services, as well as secure storage areas for materials, equipment, and tools, if required. If Conduent performs any of the Services on Client premises, Conduent agrees to maintain standard insurance coverage in accordance with its corporate policy. Upon request, Conduent will provide evidence of coverage on a standard ACORD form certificate of insurance.

9. FORCE MAJEURE Neither party shall be responsible for delays or failures in performance as a result of limitations or problems inherent in the use of the Internet and electronic communications; force majeure events, including but not limited to Acts of God, fire, flood, earthquake, weather, climate change, elements of nature, war, terrorism, civil disturbance, labor disruptions or strikes, quarantines, embargoes, or other governmental action, or cause beyond the reasonable control of a party

10. WARRANTIES Conduent warrants that the Services will be performed in a professional and workmanlike manner. If third-party hardware or commercial software is furnished under this Agreement, then Conduent will, to the maximum extent allowable by third-party vendors, pass-through to Client all warranties for materials furnished under this Agreement. Conduent will provide only the warranties and exchange policies for any defective items that are offered by the manufacturers. **THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE MADE TO CLIENT EXCLUSIVELY AND CONDUENT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICES PROVIDED. CONDUENT EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

11. LIMITATIONS OF LIABILITY NEITHER PARTY WILL BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT EVEN IF THOSE DAMAGES ARE ATTRIBUTED TO BREACH OF THIS AGREEMENT, TORT, NEGLIGENCE, OR OTHER CAUSE OF ACTION. THE PARTIES AGREE THAT THIS LIMITATION SHALL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF NON-DIRECT DAMAGES OR IF, UNDER APPLICABLE LAW, NON-DIRECT DAMAGES ARE CONSIDERED TO BE DIRECT DAMAGES. EXCEPT FOR AMOUNTS EXPRESSLY DUE AND PAYABLE TO CONDUENT UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE FEES OR OTHER CHARGES PAID BY CLIENT TO CONDUENT DURING THE THREE (3) MONTHS PRECEDING THE CLAIM.

12. TERMINATION FOR BREACH OR DEFAULT If either party materially breaches any of the terms and conditions of this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or any longer period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, the party giving notice of breach may terminate this Agreement. Termination by Client will be effective upon delivery of final payment to Conduent of all sums due under this Agreement to the effective date of the termination.

13. TERMINATION WITH NOTICE AND EFFECT OF TERMINATION This Agreement is subject to termination for convenience by Client upon not less than fifteen (15) days written notice to Conduent. If this Agreement is terminated before the End Date, Conduent will invoice Client for work performed to the End Date, and Client agrees to pay Conduent for those Services. Upon termination of this Agreement for any reason, all software and other Conduent-owned material will promptly be returned to Conduent at the sole expense of Client.

14. NOTICES TO PARTIES Unless otherwise specified in this Agreement, all notices, requests, or consents required to be given in writing under this Agreement shall be hand delivered, delivered by overnight delivery service, or mailed (certified mail, postage prepaid).

To Conduent:

Conduent Government Systems, LLC
130 Division Street
Wait Park, MN 56387
Attn: Jay McDaniel

To Client:

Siskiyou County
311 4th Street – Room 101
Yreka, CA 96097
Attn: Mrs. Terry Barber

With a copy to:

Conduent Government Systems, LLC
12410 Milestone Drive
Germantown, MD 20876
Attention: Contracts Department

15. ASSIGNMENT AND SUBCONTRACTING This Agreement is binding on the parties and their successors and assigns. Conduent may assign or otherwise transfer this Agreement and any rights, duties, or obligations under this Agreement to a corporate parent, subsidiary, or affiliate of Conduent. Any other attempt to make an assignment without prior written consent of the other party will be void. Conduent may provide for the delivery of all or part of the Services through the use of subcontractors. Conduent will notify Client of work being performed by any subcontractor that performs work on the premises of Client and shall ensure that the insurance requirements that apply to Conduent under this Agreement apply to and are complied with by each subcontractor.

16. GOVERNING LAW This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of California without reference to the principles of conflict of laws.

17. ENTIRE AGREEMENT The contents of this Agreement (including the Statement of Work) constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement shall not be changed or modified except by written agreement signed by both parties.

18. Withholding for Non-Resident Contractor: Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding. Withholding is required if the total yearly payments made under this contract exceed \$1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

19. Termination of Funding: County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

20. Mutual Indemnification: Each Party will indemnify and hold harmless the other Party, the other Party's Affiliates and their respective officers, directors, employees, successors and assigns, from and against all losses arising from: (i) death of or injury to any agent, employee, invitee, visitor or other person to the extent caused by the negligence or willful misconduct of the indemnitor, its Affiliates, or their respective employees or contractors; (ii) damage to, or loss or destruction of any real or tangible personal property, to the extent caused by negligence or willful misconduct of the indemnitor, its Affiliates, or their respective employees or contractors; or (iii) any violation of applicable law by the indemnitor.

IN WITNESS WHEREOF, the undersigned authorized representatives of Conduent and the Client have executed this Agreement.

Conduent Government Systems, LLC

Signature
Louis Schiavone Jr.

Name
Vice-President

Title

Date

Siskiyou County, California

See County Signature page

Signature

Name

Title

Date

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: _____

RAY A. HAUPT, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
COLLEEN SETZER
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR:

Date: _____

[Contractor Signatory Name and Designate
official capacity in the business]

Date: _____

[Contractor Signatory Name and Designate
official capacity in the business]

License No.: _____
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. _____

ACCOUNTING:			
Fund	Organization	Account	Activity Code (if applicable)
6104	110040	723000	17/18 and 18/19 Rate Contract

Encumbrance number (if applicable)

If not to exceed, include amount not to exceed:

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

Statement of Work

A. Conduent Services

1. Conduent will provide onsite/remote services (“Services”), for the Client, defined as Banner8 to Banner9 Technical Migration Services, on a mutually agreed upon date.
2. A Conduent project manager will be responsible for coordinating the resources and schedules for the mutually agreed upon Services.
3. Conduent will provide the services described in Section B, below, as requested by Client, in accordance with the provisions of the Agreement and this Schedule A.

B. Technology Services

1. Scope of Services are defined in Schedule B, below.

C. Fees and Payment

1. Conduent will provide 300 hours of services, at a rate of \$200/hour (\$60,000.00). Conduent will invoice Client, and Client agrees to pay Conduent, for the actual number of hours used, plus any expenses incurred at actual cost **with original receipts attached. Client will be given the choice of billing under the Master Agreement for Information Technology Service Agreement and subsequent amendments or this agreement prior to Conduent invoicing Client.**
2. For avoidance of doubt, the quoted 300 hours is not a “fixed fee” or “not to exceed” number of hours, but rather an estimated number of hours to perform required Services, as defined in Schedule B. If needed, Client can request additional hours via a written request.
3. In the event that Client needs to cancel, or reschedule, consulting/training services, cancellation fees may be incurred based on the number of calendar days you are cancelling prior to the scheduled services. This cancellation fee is applicable regardless if the services are rescheduled. The cancellation policy is as follows:
 - a. 30 calendar days or more notice: no penalty
 - b. 29-15 days calendar day notice: 50% penalty
 - c. 14 calendar days or less notice: 100% penalty

Cancellation fees are based on the cost of scheduled services. All travel cost, plus any applicable change fees, will also be invoiced to Client.

4. Fees will be invoiced, and paid, in U. S. Dollars. Invoices will be sent to Client for services provided on an as-incurred basis, in arrears, during incremental phases during the project.
5. Services may be conducted both onsite, and remote, and all tasks are estimated to be completed by December 31, 2018. Conduent assumes no responsibility if all services are not completed by the end of this Agreement’s term.
6. If the Scope of Services, requested by Client change, the cost for the Services may also change.

7. Travel, living and other reimbursable expenses are not included in the fee, and will be invoiced, as incurred **with original receipts attached for reimbursable items.**

Schedule B

Scope of Services

Banner 8 to Banner 9 Administrative Migration Process

Objective: The following service package has been established to leverage best practices in getting Banner 8 Internet Native (INB) to Banner 9 Administration pages, for all licensed, and installed, Banner products, stated in Section 4 below.

Engagement	Engagement Description	Estimated Hours
Custom Forms Transformation	Optional Code Analyzer tool to be used in bringing any possible modifications from Banner 8 to Banner 9. - When applicable	48 (+ Forms Output)
Banner 9 Essentials Plus Services	<ul style="list-style-type: none"> ○ Install Ethos Identity for Banner 9 Admin Pages ○ Install ESM and Deployment of Banner 9 Admin Pages ○ Engagement will bring Admin Pages to Banner 9 Knowledge Transfer and Deployment <ul style="list-style-type: none"> ▪ Provide knowledge transfer on the execution and configuration of the prior steps, and plan for production roll out ▪ Provide insight to allow for the institutional resource to deploy the application into a production environment 	128
Banner 9 Essentials Plus Workshops	A technical workshop designed to establish Client's readiness to execute on the prioritized technical requirements identified during the kick-off and planning session.	24
Upgrade to required Banner Versions	Consultant will work with client to plan for the technical and organizational activities required to upgrade the Banner environment to the specified versions required in one (1) non-production environment(s) and one (1) production environment.	40 (Based on current environment)
Project Management	Project management services to Client using Ellucian's implementation methodology. Ellucian's implementation	36

Engagement	Engagement Description	Estimated Hours
	methodology is executed in four phases: Initiation Phase, Planning Phase, Execution Phase, and Transition & Close Phase.	
Hardware/Software Requirements	Minimum required hardware and software requirements.	N/A
	Total Estimated Hours	276

1. Custom Forms Modifications Transformation Services

- Engagement to be utilized if *Client* uploads their files to Code Analyzer and will need assistance with Modifications moving over to Banner 9. This service will only be performed if support/hours is needed.

Service Description:

Engagement	Engagement Description
Transformation Planning and Preparation	<p>Professional services will be provided to prepare for the Banner 9 forms transformation activities to convert modifications to Ellucian baseline delivered forms into Banner 9.x Java page extensions, and net new Client developed forms into net new Banner 9.x java pages.</p> <p style="text-align: center;">Objectives:</p> <ul style="list-style-type: none"> • Review Level of Effort Customization Assessment Report • Identification of environment requirements for development and testing activities • Establish remote connectivity • If applicable, work through the extraction of the database schema • Build out eclipse project development environment
Transformation Execution	<p>Professional service will be provided in support of the Ellucian led transformation of Oracle forms to Banner 9 Java Pages for net new Oracle forms, or Extensions for Ellucian Baseline client modified Oracle forms.</p> <p style="text-align: center;">Objectives:</p> <ul style="list-style-type: none"> • Transformation activities completed for development of net new page(s) and/or baseline extension(s) • Deliver packaged Java Pages and/or Extension to the Client for deployment • Execute basic functionality validation
Transformation Deployment	<p>Professional services will be provided in support of the Ellucian led transformation to deploy the delivered objects into a single production environment.</p> <p>Objectives:</p> <ul style="list-style-type: none"> • Installation support for deployment of package(s) into a single non-production environment • Provide documentation for the delivered net new Java page(s) and/or baseline extension(s)
Total Hours: 48 + Forms Output TBD	
Hours are billed as incurred if assistance is needed with Modifications	

Service Assumptions:

- The number of hours set forth above is an estimate only based on current information and expectations, and the actual number of hours required may be greater or fewer in number. For the avoidance of doubt, this is not a “fixed fee” or “not to exceed” arrangement, but rather a time and materials engagement in

which the Client shall pay Ellucian a designated hourly fee for each person-hour of services rendered by Ellucian resources. Should additional hours be necessary, a Change Request to approve a budget expansion will be provided and a new Work Order presented, if required.

- All Services delivered remotely unless otherwise noted and will be scheduled for mutually agreeable dates of service

Client Responsibilities:

- Client will provide access to documentation, and remote access non-production environments;
- Client will have installed all pre-requisite Banner 9 components, including Ellucian Solutions Manager (“ESM”) in support of the extension, and page deployment;
- Provide basic test plans to validate the net new page, or extensions before delivery to the Client;
- Support the deployment of the net new page, or extensions into the development environment through ESM; and
- Execute a full functional test plan against the delivered net new page, or extensions within the Client’s environment.

2. Banner 9 Essentials Plus Services

Service Description:

Engagement	Engagement Description
Project Planning and Kick-off	<p>Objectives:</p> <ul style="list-style-type: none"> • Project start up: <ul style="list-style-type: none"> ○ Schedule Planning and kick-off call ○ Distribute Service Preparation Document to client • Planning and kick-off call to: <ul style="list-style-type: none"> ○ Review service preparation document completion ○ Review the scope and client tasks ○ Review service delivery expectations and outcomes • Establish and verify remote connectivity
Ethos Identity for Banner 9 Administrative Pages	<p>Objectives:</p> <ul style="list-style-type: none"> - Install Ethos Identity <ul style="list-style-type: none"> ○ Single node in one (1) non-production and one (1) production environment ○ Banner Enterprise Identity Services (“BEIS”) Utilities for UDCID Provisioning for a single node ○ Banner Enterprise Identity Services (“BEIS”) SSO Manager, if applicable ○ Professional Services Banner UDCID generation trigger - Configure Ethos Identity: <ul style="list-style-type: none"> ○ Baseline Configuration (Single Node); ○ Authentication against Active Directory (“AD”) ○ Single Sign-On utilizing Central Authentication Services (“CAS”) for: <ul style="list-style-type: none"> ▪ Application Navigator; ▪ Banner 9 Administrative Pages ▪ Banner INB/SSB, if applicable <p>Prescriptive install option A:</p> <ul style="list-style-type: none"> - Client ensures: <ul style="list-style-type: none"> ○ User accounts are in AD ○ UDCID is in AD - Ellucian configures Ethos Identity to Authenticate against, and retrieve UDCID from AD <p>Prescriptive install option B:</p> <ul style="list-style-type: none"> - Client ensures:

Engagement	Engagement Description
	<ul style="list-style-type: none"> ○ User accounts are in AD - Ellucian configures Ethos Identity to Authenticate against AD and retrieve UDCID directly from Banner, eliminating the need to provision to AD. This requires AD login id matches gobtpac_external_user.
ESM and Deployment of Banner 9 Administrative Pages	<p>Objectives:</p> <ul style="list-style-type: none"> - Install <ul style="list-style-type: none"> ○ Ellucian Solution Manager (“ESM”) ○ Tomcat on up to two (2) application servers - Configure <ul style="list-style-type: none"> ○ Complete the ESM environment configuration for two (2) Non-Production Environments to be managed by ESM; ○ Add the installed Tomcat application server configurations to ESM to support the Banner 9 application deployment process. - Upgrade <ul style="list-style-type: none"> ○ Utilizing ESM, upgrade Banner in two (2) Non-Production Environments to the minimal required releases to support Banner 9 Administrative Pages - Deploy <ul style="list-style-type: none"> ○ Utilizing ESM, in up to two (2) non-production environments, deploy the following: <ul style="list-style-type: none"> ▪ Application Navigator ▪ Banner 9 Administrative Pages
Knowledge Transfer and Production Deployment	<p>Objectives</p> <ul style="list-style-type: none"> - Provide knowledge transfer on the execution and configuration of the prior steps, and plan for production roll out - Provide insight to allow for the institutional resource to deploy the application into a production environment
Project Management	Description Below
Total Hours: 128	

Service Assumptions:

- Banner 9 Administrative Applications (pages) and Application Navigator will be deployed utilizing Tomcat as its application server
- Ellucian Solution Manager requires a Linux environment
- Ellucian Identity requires a Linux or Windows environment
- Full SSH type remote connectivity to the institution’s environment is an absolute requirement for the delivery of this packaged service via one of the following:
 - Institutional VPN with SSH
 - Securelink can be provided by Ellucian as an alternative

- Requires client install the Securelink application in their environment

Client Responsibilities:

- Provision the Virtual Machines, including Operating System
 - One (1) Virtual Machine (“VM”) for Ellucian Solution Manager
 - Two (2) Virtual Machines for Ethos Identity including one (1) for non-production and one (1) for production
 - Two (2) Virtual Machines to support the application server deployment
 - Total of two (2) including one for each of two non-production environments
 - Note that one ESM server can support multiple environments and banner instances
- Configure Ellucian Solution Manager (ESM) for production Banner environment
- Provision Banner 9 applications to production environment
- Provide two (2) test user accounts in both non-production and production user stores;
- Provision constituent data into the user store (AD) to be used as authentication provider for Ethos Identity
- Request and install required SSL certificates from a trusted certificate authority for use in non-production and production environments;
- Provide network administrative support for the configuring of firewalls, load balancer, and network devices as required.

Out of scope:

- Configuration of network, DNS or load balancers;
- Configuration of any Service Provider applications;
- Configuration of Single Sign-On beyond Banner 9 Administrative Application and Application Navigator
- Testing and troubleshooting of any non-Ellucian supported service providers for Ethos Identity
- Creation and/or installation of SSL certificates
- Branding Ethos Identity with client’s colors, logo, header or footer
- Two (2), or Multi Factor Authentication configuration
- Password reset configuration

3. Banner 9 Essentials Plus Workshops

Service Description:

Engagement	Engagement Description
Banner 9 Adoption Technical Workshop	<p>During this remote session, Ellucian will conduct a technical workshop designed to establish Client’s readiness to execute on the prioritized technical requirements identified during the kick-off and planning session. The Banner 9 technical workshop covers topics including:</p> <ul style="list-style-type: none"> • Application/Network Architecture in support of Banner 9 (Client Specific Design) • Scaling of Banner 9 • If applicable, GIT Repository Architecture and Design • IT Skill Requirements, Planning, and Learning Plans for Database/System/Application Administrator(s) • Integration with other Ellucian Applications <p>The information gathered during the Banner 9 Technical Workshop, will be reviewed by the Ellucian consultant and used to plan for the implementation of Banner 9 within the Client’s environment. The plan can then be used by Client leaders and Ellucian to build a framework for the deployment of the Banner 9 infrastructure and the identified Banner 9 applications. The resulting Banner 9 Technical Approach document will be reviewed with Client which includes:</p> <ul style="list-style-type: none"> • The proposed architecture includes sizing, server architecture • Single Sign-On (“SSO”) reference architecture (prescriptive model) • Incorporation of Ellucian Solution Manager • Identification of required Banner patches • Recommended training for Client’s staff • The Delivery templates used during the Technical Workshop • Pre-upgrade questionnaire
Total Hours: 24	

4. Upgrade to Minimum required Banner Versions

Service Description

- Service Preparation and Planning
Ellucian consultant will work with client to plan for the technical and organizational activities required to upgrade the Banner environment to the specified versions listed below in one (1) non-production environment(s) and one (1) production environment.
- Banner Upgrades
 - Pre-install verification and preparation
 - Apply Banner upgrades and patches in accordance with the following versions in support of Banner 9:

Module	Current Version	Target Version
Banner General		8.5.2
Banner Accounts Receivable		8.4.1
Banner Document Management		8.4
Banner Finance		8.8
Banner HR & Payroll		8.7.1
Banner Position Control		8.7.1

- Post installation tasks and documentation
 - Recompile all objects
 - Validation of environment
 - Documentation
Ellucian consultant will develop an Installation Report that outlines the tasks performed during the installation and configuration activities. The report will be comprised of:
 - Final review and completion of the installation and configuration checklists
 - Documentation of outstanding installation issues and ownership of the issues for resolution
 - Recommendations in specific areas, as needed and review of Service Provider standard support guidelines.

Assumptions:

- All activities for this service will be provided remotely unless otherwise specified.

Client Responsibilities:

- Client will provide Ellucian resources with necessary documentation needed to support the upgrade planning
- Client will provide Ellucian resources necessary access to review and verify any planning-related systems to support this upgrade.

- Client will be responsible for providing key point of contact for information to Ellucian resources and communicating with their team regarding upgrade activities.
- Client will make available necessary personnel for the required discussion and review in a timely fashion and as requested by Ellucian resources during the length of this service.
- Client will develop all test plans and scenarios and complete the performance of these test plans within project guidelines and timing, including “production-ready” testing.
- Client will cooperate with, and assist Ellucian resources, as necessary to enable the delivery of services herein

Out of Scope:

- Any upgrade not explicitly stated herein
- Installation/upgrade of OS, Oracle, WebLogic, or Tomcat unless explicitly stated herein

5. Project Management Services

Ellucian will provide project management services to Client using Ellucian's implementation methodology. Ellucian's implementation methodology is executed in four phases: Initiation Phase, Planning Phase, Execution Phase, and Transition & Close Phase. The four phases of Ellucian's implementation methodology, combined with monitor and control procedures, provide the structure for the overall project, helping the project management team monitor and control expectations, budget, communication, and quality.

Service Description:

The following activities, artifacts, and outcomes are considered in scope for project management services:

- Project initiation
- Introduction of delivery management team
- Project planning and resource management
- Initial Development of Project Charter or Scope Statement
- Project internal repository for project artifacts
- Ellucian internal project initiation meeting
- Client project planning session
- Work with client project management team to manage:
 1. Project execution
 2. Project team
 3. Communications (status meetings, status reports)
 4. Stakeholder expectations
 5. Quality assurance activities
 6. Issue tracking
 7. Changes to scope, schedule, resources, and costs
 8. Project risk response plans
 9. Project financials (budgets, project reconciliation)
 10. Knowledge resources
 11. Delivery of solution artifacts
 12. Transition planning
 13. Delivery to contract and project scope with client acceptance
 14. Project closure

Client Responsibilities:

- Client will provide information to Ellucian project team that will contribute to project activities and development of artifacts.
- Client will provide approval on all project activities, artifacts, and outcomes based on the agreed sign-off criteria and client acceptance period for approval.
- Client will attend and participate in project status meetings as defined by the Ellucian project manager and Client project leader.
- Client will support and otherwise cooperate with Ellucian throughout all project activities, development of artifacts, and project outcomes.
- Client will provide a full-time project leader or functional leader who will work directly with the Ellucian project manager and provide the required input and work product to support project activities, artifacts, and outcomes.
- Client will assign Client resources to complete Client tasks required as part of the project's schedule.
- Client will provide timely approval of project change requests prior to the start of the project change.

Banner 8 to Banner 9 Self-Service Migration Process

Objective: The following service package has been established to leverage best practices in getting Banner 8 Self-Service (SSB) to Banner 9 Self-Service pages, for all licensed, and installed, Banner products.

Engagement	Engagement Description	Estimated Hours
Human Resources Employee Profile	<ul style="list-style-type: none"> • Overview of Employee Profile and requirements • Functionality/configuration of Employee Dashboard, My Profile and My Activities. Includes Supervisor and My Team. • Configuration of rule and validation forms in Banner HR and documenting changes to the configuration file in the Decision Workbook 	8
Human Resources Position Description	<ul style="list-style-type: none"> • Position Description Foundation and Requirements • Install ESM and Deployment of Banner 9 Admin Pages <ul style="list-style-type: none"> ○ Functionality/configuration of Position Description. Includes creating and viewing pending position descriptions, position description approvals and security. Configuration of rule and validation forms in Banner HR for Position Descriptions. 	10
Finance Self-Service Purchase Requisition and ACH (Direct Deposit)	<ul style="list-style-type: none"> • Banner 9.x Navigation • Set up Review • Processing Requisitions • ACH in Accounts Payable module Pay ACH invoices through direct-deposit runs in Banner	28
Hardware/Software Requirements	Minimum required hardware and software requirements.	N/A
	Total Estimated Hours	46

1. Banner Human Resources Employee Profile Scope of Service

Service Description

Engagement	Engagement Description	Estimated Hours
HR Employee Profile	<ul style="list-style-type: none"> ○ Overview of Employee Profile and requirements ○ Functionality/configuration of Employee Dashboard, My Profile and My Activities. Includes Supervisor and My Team. ○ Configuration of rule and validation forms in Banner HR and documenting changes to the configuration file in the Decision Workbook 	8
Total Hours:		8

Service Assumptions

- Installed Banner Human Resources Employee Self Services Banner version will be aligned to the current version of Banner Human Resources installed
- Client is knowledgeable and familiar with Web Tailor functionality and XE Technical

Client Responsibilities:

- Download and apply the identified release from the customer support center
- Apply Database Extension Utility DBEA and Central Authentication System (CAS)

Out of Scope:

- Services to upgrade Banner components to a newer versions beyond client’s current version
- Support with Banner XE Foundations Services, Database Extension Utility DBEA and Central Authentication System (CAS) services

2. Banner Human Resources Position Description Scope of Service

The Position Description Application is used to create and maintain position descriptions. Position Description Application allows you to create, modify, and approve a position description. You can use the application to build a position description library, which stores approved position descriptions.

Service Description

Engagement	Engagement Description	Estimated Hours
Position Description	<ul style="list-style-type: none"> ○ Position Description Foundation and Requirements ○ Functionality/configuration of Position Description. Includes creating and viewing pending position descriptions, position description approvals and security. ○ Configuration of rule and validation forms in Banner HR for Position Descriptions. 	10
Total Hours:		10

Note: All services are delivered remotely unless specifically identified as onsite.

Service Assumptions

- Installed Banner Human Resources Employee Self Services Banner version will be aligned to the current version of Banner Human Resources installed.
- Includes prep and follow up support.
- Client is knowledgeable and familiar with Web Tailor functionality and XE Technical.

Client Responsibilities:

- Download and apply the identified release from the customer support center.
- Review Position Description Webinars in eCommunities.

Out of Scope:

- Talent Management Position OU Template configuration delivered by CornerStone On Demand.

Additional Services Available:

The following services are available upon request for additional billable hours.

- Banner Document Management Services
- Other third party talent management system integration, custom services available
- Services to upgrade Banner components to a newer versions beyond client’s current version
- Support with Banner XE Foundations Services, Database Extension Utility DBEA and Central Authentication System (CAS) services

3. Banner Finance Self-Service Purchase Requisition and ACH (Direct Deposit) Scope of Service

Engagement	Engagement Description	Estimated Hours
	Preparation and Follow Up	4
Remote	Review with Finance <ul style="list-style-type: none"> • Banner 9.x Navigation <ul style="list-style-type: none"> ○ Understanding Difference between 8.x and 9.x ○ Intro to My Requisition Dashboard • Set up Review <ul style="list-style-type: none"> ○ Creating Vendors, Commodity Codes, Buyer Codes, Purchasing Clauses • Processing Requisitions <ul style="list-style-type: none"> ○ Creating Requisitions ○ Querying/Completing/Canceling based on Status ○ Using Commodity or Accounting Level Accounting ○ FOAPAL Defaults ○ Adding Text ○ Printing • ACH in Accounts Payable module <ul style="list-style-type: none"> ○ Set up Bank codes to use ACH ○ Establish vendors and employees to be paid by ACH through Accounts Payable Invoices ○ Pay ACH invoices through direct-deposit runs in Banner 	16
	Travel and Follow Up (If on Site)	8
Total Hours:		28

Service Assumptions:

- Client already has Banner Self-Service Purchase Requisitions version 9.0.2 set up in a non-production environment for training.

Client Responsibilities:

- Training will take place in a recently cloned instance (less than 6 months)
- Client will be responsible for contacting and working with Evisions for Accounts Payable ACH functionality that impacts or is enhanced by Intellectcheck.
- Client will be responsible for establishing Banner Finance Self-Service Purchase Requisitions, version 9.0.2 and Accounts Payable ACH functionality in **the production environment**.

Out of Scope:

- Training of departmental end users is outside this scope and is the sole responsibility of the institution.
- Ellucian setting up Banner Self-Service Purchase Requisitions version 9.0.2 and Accounts Payable ACH functionality in a production environment