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Clackamas County
www.clackamas.us

AMENDMENT
to
WORKFORCE SOFTWARE MASTER CONSULTING AGREEMENT
between
WORKFORCE SOFTWARE LLC
and
CLACKAMAS COUNTY

This amendment (the “**Amendment**”) is made and effective as of the date of the last signature hereto between Workforce Software LLC with its principal office at 38705 Seven Mile Road, Suite 300, Livonia, Michigan 48152 (“**WFS**”) and CLACKAMAS COUNTY with its principal place of business at 2051 Kaen Rd., Oregon City, OR 97045 (“**Customer**”), and contains changes, modifications, revisions and additions to the Workforce Software Master Consulting Agreement, dated March 23, 2026, between WFS and Customer (as amended, the “**Agreement**”).

In consideration of the mutual covenants contained in the Agreement and in this Amendment, and for other good and valuable consideration, notwithstanding anything to the contrary in the Agreement, WFS and Customer agree as follows:

1. Section 6.3 of the Agreement is amended to add the following at the end of the section:

Further, the party receiving Confidential Information may disclose such Confidential Information to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, including disclosures required by Oregon Public Records Law, Oregon Revised Statutes Chapter 192 et. seq disclose, provided that the Customer (i) gives WFS prompt notice of every such disclosure request to enable WFS to take action to protect such information if it deems necessary, (ii) provides WFS with the name or entity seeking such information, (iii) disclose no more of WFS's Confidential Information than is required by the applicable law, rule, regulation or ruling, and request that the Confidential Information so disclosed is treated confidentially, and (iv) not post any WFS Confidential Information on any public Internet website.

2. Section 10 (General Provisions) is amended to add the following new section 10.6 (WFS Insurance):

10.6 WFS Insurance. During the term of this Agreement, WFS shall maintain the following insurance coverage in at least the following amounts:

- a. Workers' Compensation with statutory limits required by each state exercising jurisdiction over the WFS associates engaged in performing services under this agreement.
- b. Employer's Liability coverage with a minimum limit of \$500,000 for bodily injury by accident or disease.
- c. Commercial General Liability coverage (including products and completed operations, blanket or broad form contractual, personal injury liability and broad form property damage) with minimum limits of one million dollars (\$1,000,000) per occurrence for bodily injury/property damage and one million dollars (\$1,000,000) for personal injury and products/completed operations.
- d. Business Automobile Liability coverage (covering the use of all owned, non-owned and hired vehicles) with minimum limits (combined single limit) of one million dollars (\$1,000,000) for bodily injury and property damage.
- e. Excess or Umbrella Liability coverage with a minimum limit of two million dollars (\$2,000,000) coverage in excess of the coverage as set forth in items b, c and d above.
- f. Employee Dishonesty (Fidelity) and Computer Crime coverage (for losses arising out of or in connection with any fraudulent or dishonest acts committed by employees of WFS, acting alone or in collusion with others) with a minimum limit of ten million dollars (\$10,000,000).
- g. Errors and omissions coverage (including cyber liability) with a limit of ten million dollars (\$10,000,000).

Subject to WFS's right to self-insure coverage as set forth below, the foregoing coverages shall be maintained with insurers which have an A.M. Best rating of A- or better and /or an equivalent rating from a recognized insurance company rating agency.

WFS's policies shall be primary and any insurance maintained by Customer is excess and noncontributory. Promptly upon Customer's written request for same, WFS shall cause its insurers or insurance brokers to issue certificates of insurance evidencing that the coverages required under this Agreement are maintained and in force. In addition, WFS will use reasonable efforts to give thirty days' notice to Customer prior to cancellation or non-renewal of any of the policies providing such coverage; provided, however that ADP shall not be obligated to provide such notice if, concurrently with such cancellation or non-renewal, ADP

provides self-insurance coverage as described below or obtains coverage from another insurer meeting the requirements described above.

Notwithstanding the foregoing, WFS reserves the right to self-insure coverage, in whole or in part, in the amounts and categories designated above, in lieu of WFS's obligations to maintain insurance as set forth above, at any time. Promptly upon Customer's written request for same, WFS shall deliver certificates of insurance to confirm what coverage is in place.

This section does not replace or otherwise amend, in any respect, the limitations on WFS's liability as set forth elsewhere in this Agreement.

- 3. WFS will provide the Global Services set forth in the Statement of Work attached hereto as **Exhibit A** pursuant to such Statement of Work and the Agreement.

All other terms and conditions of the Agreement remain in full force and effect. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment prevails. The terms defined in the Agreement and used in this Amendment have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this Amendment. This Amendment may be executed in multiple original copies, identically worded, and each such executed copy constitutes an original. Electronic signatures in connection with the electronic signature delivery system utilized by WFS and signatures transferred in .pdf or a similar format for scanned copies of documents are original signatures for all purposes of this Amendment and the Agreement.

IN WITNESS WHEREOF, this Amendment to the Agreement is hereby executed by an authorized representative of each party hereto.

CLACKAMAS COUNTY

Date: _____
Signature: _____
Printed Name: _____
Title: _____

WORKFORCE SOFTWARE, LLC

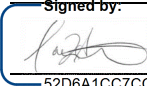
Date: June 15, 2026 | 12:41 PM EDT
Signed by: _____
Signature:  _____
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Printed Name: Tara Albritton
Title: SVP, NAS HCM Services

Exhibit A

CLACKAMAS COUNTY

Application Managed Services Statement of Work

July 1, 2026



CONFIDENTIAL INFORMATION

This document contains confidential and proprietary information belonging to WFS (as defined below) and is intended only for the use of Client (as defined below). Any reproduction of this document in whole or in part, or the divulgence of any of the information contained herein without the prior written consent of WFS is prohibited. The information contained in this document is joint confidential information of WFS and Client.

VERSION HISTORY

Update	Description	Author
02-10-2026	Initial Version	Tyler Cloutier
04-14-2026	2 nd Version	Tyler Cloutier

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1. Introduction

Clackamas County ("Client") and WorkForce Software, LLC ("WFS") have entered into this Application Managed Services Statement of Work ("SOW") to govern WFS's provision of a Managed Services Support Plan ("MSSP") for the WFS software-as-a-service platform ("SaaS Services"). The MSSP provided hereunder is in addition to and independent of the obligations of WFS under the terms of any support plan defined within the agreement governing the SaaS Services (the "Support Plan").

This SOW is governed by the WorkForce Software Master Consulting Agreement, signed March 23, 2026 (the "Contract"), by and between the Client and WFS, the terms of which are incorporated herein by reference.

2. Definitions

Capitalized terms used within this SOW shall have the corresponding meanings set forth below. Terms not defined within this SOW shall have the meaning set forth in the Contract.

- a) "Configuration" shall mean any changes made to the application using the Policy Editor, interface scripts and report files residing within the Policy Editor, changes to Analytics (Business Objects), and queries used to manage items within the configuration.
- b) "Full-time Equivalent" or "FTE" shall mean a unit that indicates the combined workload of dedicated resources. An FTE of 1.0 is equivalent to a full-time worker, estimated as 40 hours per week for 52 weeks per year, excluding designated holidays.
- c) "Managed Services Support" or "MSS" shall mean services provided by WFS pursuant to this SOW.
- d) "MSSP Support Fees" shall mean the fees payable hereunder pursuant to Section 10 of this SOW.
- e) "MSSP Support Period" shall mean the term of this SOW, as defined in Section 10.
- f) "Project Change Order" or "PCO" shall mean a mutually executed document which details changes to be made to this SOW.
- g) "Related Systems" shall mean Client-owned or operated computers, web-browsers, operating systems, firewalls, e-mail servers, LDAP servers, portals, networks (including Internet, phone network, cell phone network, and other transmission methods by which the SaaS Services are delivered), third party software, internet connection, and any other hardware or software that connects to the SaaS Service or affects the SaaS Service.
- h) "Request Management Process" means the process by which Client may submit Work Requests, as defined in Section 9.
- i) "Resource Capacity" shall mean the staffing level at which WFS provides configuration management services support to Client, as set forth in Section 3.1. The Resource Capacity shall not be exceeded except as set forth in Section 3.2(a) and 3.2(b) below.
- j) "Work Request" means a request submitted by Client pursuant to the Request Management Process for work to be performed by WFS under this SOW.

3. Levels of Service

3.1 MSSP Service Descriptions

Service	Description
Full Configuration Management and Consulting Support	Modification or enhancement of SaaS Service configuration as defined in Full Configuration Management and Consulting Support Scope (Section 4.2).
Availability	Access to the Managed Service Support team Monday through Friday, excluding holidays ("Business Days") between 9:00 am and 5:00 pm Eastern Time ("Business Hours").
Resource Capacity	Full Configuration Management and Consulting Support is subject to a total Resource Capacity constraint of 0.25 FTE.
Response Time	Within 24 Business Hours for Work Requests properly submitted in accordance with the Request Management Process.
Time to Complete	<p>Full Configuration Management and Consulting Support: Draft requirements document and delivery plan typically provided within four Business Days if the total effort is estimated to be eighty hours or less. For more complex Work Requests, WFS will provide an estimated delivery date within four days.</p> <p>Timeline for Work Request resolution to be developed and deployed will be mutually agreed upon by WFS and Client.</p>
Authorized MSS Contacts	Up to two (2) Client individuals authorized to request and approve work performed under this SOW.
Status Reports	WFS will provide a monthly report ("Status Report") which includes the FTE capacity utilized during the month, along with completed services, as described in Section 8.

3.2 Service Conditions

- a) Should the Full Configuration Management and Consulting Support effort (actual plus planned) exceed Resource Capacity, (i) delivery timelines shall be extended to bring the effort to within Resource Capacity; or (ii) the parties shall enter into a Project Change Order to adjust Resource Capacity with fees commensurate to such adjustment.

- b) MSS resources can be allocated to separately contracted projects at the discretion of Client, up to the total Resource Capacity.
- c) To avoid a disruption in the MSS, Client must pay the MSSP Support Fees in accordance with Section 10 below.
- d) MSSP Support Fees are non-refundable, and this SOW may not be altered other than through a mutually executed Project Change Order. Notwithstanding anything to the contrary contained within the Contract, this SOW may only be terminated due to a material breach by either party which, after written notice, is not cured within thirty (30) days.
- e) All requests made of the MSSP team will be delivered using the Request Management Process defined in this document in Section 9. All Work Requests completed by WFS shall be tested by Client for completeness and acceptance as defined by the Acceptance Management Process defined in Section 8.
- f) Notwithstanding anything to the contrary in the Contract, Client expressly acknowledges and agrees that WFS may utilize the following non-U.S. based resources and WFS certified partners listed below to provide the MSSP activities identified in Section 4. Responsibility for protecting the Client's data resides with WFS as detailed in the Contract.
 - ADP, Inc. (United States)
 - ADP Private Limited (India)
 - ADP Polska SP.Zo.o (Poland)
 - Accenture, LLP
 - Birchman Group
 - Digisolve
 - Digital Intelligence Systems LLC, dba Dexian DISYS
 - Epi-Use America, Inc.
 - GlobalLogic Inc.
1. HR Path
2. New Entity
 - NEORIS de Mexico S.A. de C.V.
 - SD Worx Spain S.L.
 - WFS Australia Pty Limited (Australia)
 - WorkForce Software, Inc. (Canada)
 - WorkForce Software Ltd (United Kingdom)
- g) All communication with WFS consultants shall be conducted in English. Documentation produced by WFS or to be reviewed by WFS shall be in English.
- h) WorkForce personnel will use WorkForce laptops, tools (including, but not limited to, WFS Outlook, Teams and SharePoint sites), and e-mail addresses to perform work and communicate with Client.

4. Scope

This section details the complete scope of services to be provided by WFS resources under the MSSP ("Scope"). In the event that Client requests any work to be performed which is outside of the Scope, WFS shall not be obligated to perform such work unless and until a corresponding Project Change Order is entered into between the parties.

4.1 Out of Scope

The following activities are specifically excluded from the Scope of this MSSP; this list is provided for clarity and is not all-inclusive of out-of-scope activities:

- FTE towards specialized skills that are not listed in Section 7.2, WFS Roles and Responsibilities (e.g., Senior Project Managers, Database Administrators, Network Administrators, Performance Tuning Experts)
- Implementation of WFS software product modules other than those purchased by Client as of the Effective Date of this SOW
- Support outside of Business Hours, except for work at mutually agreed times
- Any work activities not described in this Section 4

4.2 Full Configuration Management and Consulting Support Scope

Upon request by Client, WFS resources will perform the following:

Consulting

- Provide consulting by dedicated resource(s) related to WFS and industry best practices and trends related to configuration changes, strategic initiatives, and new releases
- Summarize and report findings and analysis to enable well-informed decision making
- Provide design services with support of human resources and product experts to review options and discuss pros and cons of making these changes
- Coordinate releases of Client-specific configuration, ad hoc changes, and post-upgrade enhancements based upon Client's desired cadence schedule
- Make recommendations on process changes that will enable efficient and intended use of the application
- Provide guidance on environmental management and design as requested

Business Analysis

- Facilitate the implementation of workforce management best practices and standards
- Partner with Client teams during configuration and testing in order to create a specialized deployment plan
- Identify application or process changes that will improve efficiencies

- Identify modifications needed in existing configuration to meeting changing Client requirements
- Analyze gaps or conflicting requirements and provide guidance or solutions on how rules work together
- Serve as a subject matter expert to provide system recommendations or troubleshooting guidance
- Provide insight on human resources and compliance related interpretations and best practices
- Create detailed work plans to identify and sequence activities needed to successfully complete requested work
- Support Client testing phase with responsiveness and detailed follow through on issues and changes
- Define high-level data requirements based upon requests for changes
- Develop requirements and design documentation for approval and acceptance, offering alternative solutions when applicable
- Document standards and best practices for design, configuration, and testing

Configuration Management

- Complete configuration changes in the Client's development environment
- Ensure configuration best practices are being utilized
- Document and manage configuration migrations through the environment life cycle (test, production)

Program Management

- Coordinate WFS resources across multiple work streams
- Manage team specializing in complex configuration and support
- Manage team effectiveness by driving change as needed to provide continuous service improvement
- Encourage open communication between team members to identify opportunities to deliver a more effective service
- Achieve consistent Client satisfaction rating and ensure timely responses to feedback on areas of improvement
- Ensure quality, timely, and budgeted completion of services mutually agreed upon

Product Expertise

- Configure of the WFS product suite, including Time and Attendance, Job Scheduling, Absence Management, Analytics (Business Objects), Fatigue Management - Petrochem, Demand Scheduling, and Data Collection Terminals to support new Client requirements

- Identify opportunities to reduce the number of interfaces, promote reusable objects, and enable application scalability and high performance, as practical
- Perform configuration and scheduling tuning to improve the efficiency and reliability of program and minimize ongoing maintenance requirements

MSS Administration

- Create supplemental documentation regarding the system processes, configuration and security
- Monitor, track, and report status
- Secure necessary approval of all changes based upon the Request Management Process
- Compile and proactively manage issues lists

5. Start-up Activities

The first twenty (20) business days of the MSSP will consist of onboarding activities so both the Client and WFS teams have the appropriate processes and documentation in place to be successful. The start-up activities will consist of, but not be limited to, the following:

- Introduction of team members, roles, and responsibilities
- Setup project documentation repository
- Review Request Management Process and tools
- Setup communication and governance plan (e.g., meeting cadence, status updates)
- Provide access to any applicable systems needed to support the MSSP
- WFS team knowledge sharing with the managed services team

Business analyst and configuration activities will not start until after the start-up activities are completed.

6. Services Locations and Environments

WFS resources will perform onsite if requested by Client and at Client's expense on mutually agreeable dates.

The services performed under this SOW will be performed on the SaaS Services purchased by Client as of the Effective Date of this SOW.

7. Roles and Responsibilities

7.1 Client Roles and Responsibilities

Client is solely responsible to ensure Related Systems and data in Client systems that provide information to the SaaS Services or receive information from the SaaS Services operate properly. The MSSP does not apply to Related Systems or problems in the SaaS Service caused by Related Systems, regardless of who provided, installed, or distributed such. Should WFS identify that the root cause of a problem is caused by problems in a Related System, it shall notify Client.

Client is required to provide support to the WFS team in order for WFS to meet its obligations under this SOW. The following resources/roles are required to be provided by Client:

Role(s)	Responsibilities
Sponsor	This individual will champion MSS for Client and will have the ability and authority to deploy Client resources (directly or indirectly) as necessary to fulfill Client obligations necessary for successful completion of MSS. The Sponsor serves as the point of escalation to address any issues, risks, approvals (financial as well as directional), and other related issues that may arise throughout the delivery of MSS, and is expected to provide guidance and support to the WFS and Client teams.
Application Manager	This individual has overall responsibility for service delivery for Client and carries out the day-to-day assignment of duties to Client staff as necessary. The Application Manager has the responsibility and authority to make decisions, resolve issues, and engage staff as required. The Application Manager keeps both WFS and Client Sponsors aware of the decisions, commitments, and status of the service in a timely and efficient manner.
Functional Analysts and Subject Matter Experts	These individuals share knowledge of current and required policies and procedures; engage in any requirement gathering activities; perform in-depth reviews of all interim and final approved changes; provide the expertise necessary to create the necessary test plans; and conduct testing, validation, and acceptance of any changes to the SaaS Service. This role is also responsible for test plan creation, development, execution, and delivery to WFS, and coordination and completion of testing activities.
IT Systems Experts	These individuals are responsible for addressing any issues related to Related Systems. These individuals are responsible for data, configuration, and system administration activities of the Related

	Systems. They administer and monitor Time and Attendance on behalf of Client and work directly with the WFS team. They are conversant not only with the business practices and policies, but with the technologies required to support the application.
Technical Staff	These individuals are infrastructure specialists and are the primary resources representing Client's systems infrastructure. They serve as an interface point to other information systems that may be impacted. They provide support in the form of hardware and/or software installation and configuration, database administration, data preparation, communications, and network support. These resources provide direction on network infrastructure and Data Collection Terminal installation. Additional resources may be required to analyze, develop, test, and support Client interfaces to the SaaS Service.
Training and Change Management Staff	These individuals create and deliver end user training, create internal marketing collateral, and work to achieve "buy-in" for the project among end users.

7.2 WFS Roles and Responsibilities

WFS shall support the SaaS Service under the terms of the Support Plan. However, any changes required to the configuration are maintained and supported through the terms of this SOW. If a configuration performed under the MSSP does not work properly in future product releases, this will be a support issue and will be resolved through the support and escalation process as described in the Support Plan.

WFS will provide resources to fulfill the following roles at various points:

Role(s)	Responsibilities
Managed Services Delivery Manager	This individual is responsible and accountable for the execution of the work performed under the MSSP, coordinates and manages the activities of the WFS MSS team, and measures, tracks, and evaluates progress against plans.
Functional Consultant	This individual works closely with the team to analyze and document requirements, demonstrate and clarify system functionality, provide WFS expertise, and recommend best practices and business process improvements.

Role(s)	Responsibilities
Technical Consultant	This individual designs, configures, and unit tests the application in accordance with the documented requirements and provides configuration support.
Quality Assurance Tester	This individual executes test cases against the software configuration prior to delivery.
Integration Architect/Engineer	This individual defines and develops system interfaces to support integration with external systems, and provides technical assistance necessary throughout the assignments.
Data Collection Engineer	This individual configures and tests the Data Collection Terminal in accordance with the documented requirements.
Reports Developer	This individual develops and tests customized reports and extends the analytics universe in accordance with the documented requirements.

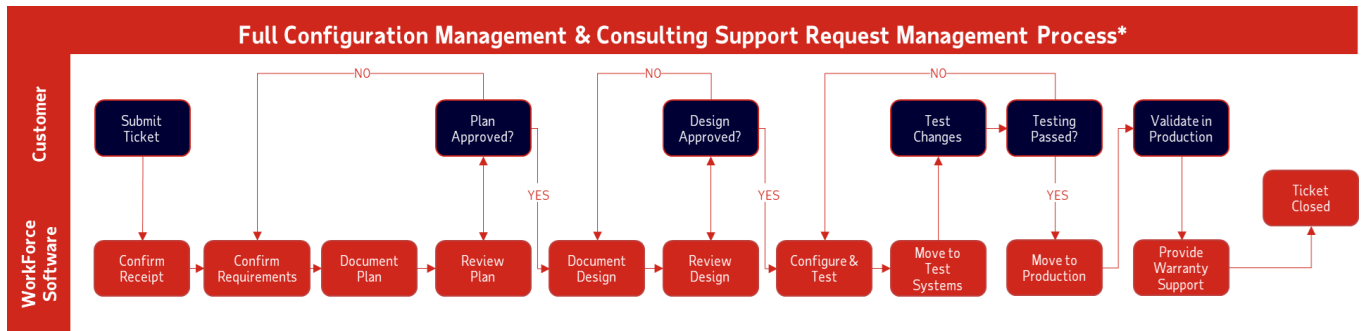
8. Acceptance Management

This section defines the formal "Acceptance Management Process" that will be followed throughout the service. Acceptance of services by Client indicates that WFS has provided the service according to the accepted requirements and design which are documented by written approval of Client's Authorized MSS Contact.

Acceptance of services under this SOW is the responsibility of Client's Authorized MSS Contact.

Completed services will be communicated by WFS in monthly Status Reports. If Client reasonably determines that a service does not meet the applicable documented requirements and design, Client will document all deficiencies and communicate them to WFS within thirty (30) calendar days of receipt of the monthly Status Report. WFS will address all the deficiencies documented, or mutually agree with Client to alternative actions. In the event Client does not communicate any deficiencies in the services within thirty (30) calendar days of receipt of the monthly Status Report, the services shall be deemed accepted by Client.

9. Full Configuration Management and Consulting Support Request Management Process



*This chart details the standard Request Management process. Client-specific changes can be accommodated in collaboration with the Managed Services Manager.

The following describes the Request Management Process for Full Configuration Management and Consulting Support:

1. Client submits a Work Request via Salesforce ticket (or email to the ticketing system) which is then routed to the WFS MSS team for review, confirmation, estimating, and planning.
2. WFS confirms receipt of Work Request based upon the timeline in Section 3, Levels of Service.
3. Requirements are confirmed by WFS with the Client's Authorized MSS Contact.
4. The draft requirements, plan and estimates are documented and reviewed with the Client.
5. The plan is provided for acceptance and prioritization to the Client's Authorized MSS Contact.
6. If approved, the configuration changes are scheduled to be worked based on the current capacity of the WFS MSS team and Client prioritization.
7. Once active, the approved Work Request is designed and reviewed internally by WFS subject matter experts.
8. The design is then reviewed with the WFS MSS team and submitted for acceptance to the Client's Authorized MSS Contact.
9. Once the design is accepted by the Client's Authorized MSS Contact, configuration begins based upon the approved plan. Configuration changes are tested by WFS to confirm functionality as expected.
10. WFS packages the configuration and migrates to the testing environments.
11. Acceptance testing is performed by Client to confirm configuration against requirements and Client's Authorized MSS Contact provides feedback to the MSS team. The creation and execution of all test plans and required test scripts is the responsibility of Client but can be provided through the WFS MSS team upon request.

- 12. If configuration is accepted, the production migration is scheduled in coordination with the Client's Authorized MSS Contact.
- 13. If issues are identified, the WFS MSS team will work with Client to remediate.
- 14. Once configuration is promoted to production, the Client's Authorized MSS Contact provides confirmation and acceptance in accordance with Section 8.
- 15. Work effort is closed out.

10. Fees and Schedule

10.1 Initial Term

The "Initial Term" of this SOW shall commence on June 1, 2026 and shall expire on May 31, 2028. The MSSP Support Fees are invoiced prior to service delivery as identified in the table below and are due per the terms of the Contract.

Year	MSSP Support Period	Amount	Invoice Dates
Year 1	June 1, 2026 to May 31, 2027	\$ 100,000.00	July 1 2026: \$ 100,000.00
Year 2	June 1, 2027 to May 31, 2028	\$ 100,000.00	July 1 2027: \$ 100,000.00
	Total	\$ 200,000.00	Currency: USD

10.2 Renewal

Upon expiration of the Initial Term of this SOW, and each subsequent Renewal Term, this SOW may be renewed for additional one (1) year periods (each, a "Renewal Term" and, collectively with the Initial Term, the "Term") through an amendment signed by both parties.

11. Approvals

IN WITNESS WHEREOF, the parties have executed this SOW as of the date of last signature below (the "Effective Date").

Clackamas County

Date: _____

Signature: _____

Printed Name: _____

Title: _____

WorkForce Software, LLC

Date: June 15, 2026 | 12:41 PM EDT

Signature: 

Printed Name: Tara Albritton

Title: SVP, NAS HCM Services