



22nd Century Technologies, Inc.
2 Executive Drive, Suite 230
Somerset, NJ 08873

**CONTRACT BETWEEN 22ND CENTURY TECHNOLOGIES, INC.
AND
WILLIAMSON COUNTY**

This contract by and between the Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), and 22nd Century Technologies, Inc. (hereinafter "Contractor"), sets forth the terms and conditions under which the Contractor will provide the services described herein. The County and the Contractor agree as follows:

1. SCOPE OF SERVICES

The Contractor agrees to provide and assign one of its HR Oracle HRMS Analyst (hereinafter the "Analyst") to County in order to perform the scope of services described in Exhibit A, which is attached hereto and incorporated herein. The project and scope of services set forth in the said Exhibit A shall collectively be referred to herein as the "Contract Work". The Contractor's Analyst and all other employees and personnel will, on behalf of the Contractor, provide the Contract Work to the County.

2. INDEPENDENT CONTRACTOR

It is understood that the Contractor is an Independent Contractor. All of Contractor's employees and personnel that perform work under this contract shall for all purposes not ever be considered to be the agents, employees, partners, joint ventures or associates of the County for any purposes whatsoever.

Contractor shall be fully and solely responsible for the compensation of its employees, including but not limited to the establishment and assignment of appropriate wage rates, establishment and provision of employee benefits, (i.e., health, dental, retirement, vacation, paid holidays, sick leave, and etc.). Contractor is responsible for any and all other payroll and wage related obligations which an employer may have to its employees, including, but not limited to, timely payment of wages, payment of overtime premiums as applicable, withholding and payment of state and federal income tax, worker's compensation insurance, social security, unemployment compensation insurance and disability insurance costs.

No Contractor employee assigned to perform work hereunder shall be have or possess any right, entitlement or benefit of employment applicable to County employees, either generally or specifically, pursuant to the County's established employment practices, policies and procedures, Civil Service Rules and/or any Memorandum of Understanding between the County and a recognized employee collective bargaining representative, except as



specifically provided therein or as otherwise specifically set forth in this contract. No Contractor employee assigned to perform work hereunder shall be entitled to participate in any County employee benefit plan or be eligible to receive any employment benefit made available to County employees except as specifically provided for in this contract or in the County's established employment practices, policies and procedures, Civil Service Rules and/or any Memorandum of Understanding between the County and a recognized employee collective bargaining representative.

CONTRACTOR AGREES, AT ITS SOLE COST AND EXPENSE, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL LIABILITY, COST, DAMAGE, LOSS OR EXPENSE ARISING FROM ANY CLAIM THAT CONTRACTOR AND/OR ANY OF CONTRACTOR'S EMPLOYEES ARE EMPLOYEES OF THE COUNTY FOR ANY PURPOSE IN EXCESS OF THAT AS SPECIFICALLY PROVIDED FOR HEREIN AND/OR THAT CONTRACTOR DID NOT FULFILL ANY OF ITS OBLIGATIONS AS THE EMPLOYER OF SAID EMPLOYEES, INCLUDING, BUT NOT LIMITED TO, THE PAYMENT OF WAGES AND OVERTIME; THE PROVISION OF EMPLOYEE BENEFITS; THE WITHHOLDING AND PAYMENT OF FEDERAL, STATE AND/OR LOCAL PAYROLL TAXES AS APPLICABLE; WITHHOLDING AND PAYMENTS OF SOCIAL SECURITY TAXES ON BEHALF OF CONTRACTOR'S EMPLOYEES; PAYMENT OF UNEMPLOYMENT AND DISABILITY INSURANCE; PAYMENT FOR AND PROVISION OF WORKER'S COMPENSATION BENEFITS; AND ETC.

3. TERM OF AGREEMENT

The term of this contract shall begin on the date of the last party' execution hereof and continue until October 9, 2009, unless it is either changed by mutual written agreement of the contracting parties or terminated prior to said date as provided herein.

4. CONTRACT MANAGEMENT

The Contractor's Analyst and any other personnel that are assigned to perform the Contract Work under this contract shall report to and receive direction from the County Project Manager regarding the Contract Work that is to be performed hereunder. For purposes of this contract, County's Project Manager shall be as follows:

County Application / Project Manager:

Alison Whetston
Williamson County IT
301 S.E. Inner Loop, Suite 105
Georgetown, Texas 78626
(512) 943-1680
awhetston@wilco.org



5. NOTICE TO PROCEED

The Contractor shall not commence work hereunder until a written Notice to Proceed is issued from the County Project Manager, which shall be issued at the earliest practical date after execution of the contract documents and acceptance of any required bonds, certifications, affidavits and evidence of insurance. Contractor shall, upon receipt of Notice to Proceed, commence, with diligence, performance of Contract Work.

6. PERSONNEL

All Contractor personnel assigned to perform work under this contract shall be approved by the County prior to their assignment to contract activities. The Contractor shall confirm that the technical qualifications of all personnel assigned to this contract meet the applicable industry standards. The qualifications standards and procedures used to provide personnel to perform required services under this contract shall be made available for County review upon request. The Contractor shall ensure that, to the extent within its control, the personnel approved will remain on the project for the full term of the assigned task.

7. ASSIGNED PERSONNEL

Notwithstanding any other provision of this contract to the contrary, the County reserves the right in its sole discretion, upon giving notice thereof to Contractor, to discontinue and terminate the services, in whole or in part, of any individual assigned to perform services under this contract by Contractor or its agents. Contractor shall have the right, subject to the terms and conditions of this contract, to provide suitable replacement personnel.

8. CONTRACT PRICE AND COMMERCIAL TERMS

The County will compensate the Contractor as follows:

The total compensation due to Contractor under the terms of this contract shall not exceed **One Hundred and Ten Thousand Dollars (\$110,000.00)** for all work performed hereunder. Said amount shall constitute the County's maximum financial obligation under this contract. Any expenditures in excess of this limit will be incurred at the Contractor's sole expense. Contractor acknowledges the fact that the above not-to-be-exceeded amount is the total estimated costs of services to be rendered under this contract. This not-to-be-exceeded amount is based upon the billing rates set forth in this contract. Should the actual costs of the services rendered under this contract be less than such estimated cost, then Contractor shall receive compensation for only those services actually rendered.



The County will compensate the Contractor at the rate(s) set forth in the *Rate Schedule*, which is attached hereto and incorporated herein as Exhibit B.

The Contractor shall be responsible for making wage payments to and for all payroll related obligations and responsibilities with respect to all of Contractor's personnel that perform the Contract Work for the County.

The County shall compensate Contractor on an hourly basis for each chargeable hour worked by its personnel. **THE CONTRACTOR'S GROSS HOURLY LABOR BILLING RATES, AS SET FORTH IN THIS CONTRACT, INCLUDES THE FOLLOWING:**

- All Direct payroll costs;
- Any and all employee benefits (including for example: Health insurance, dental insurance, paid holidays, vacation and/or sick leave accruals, retirement plans, stock options, and etc.) provided to employees by Contractor;
- All payroll burdens (including for example: Unemployment and disability insurance, social security, state and federal payroll taxes, and etc.);
- All overtime worked by employees assigned hereunder;
- All overhead costs,
- Contractor's profit, and Travel and expenses.

Contractor acknowledges that billable hours shall not include time spent for travel and other subsistence type activities. Furthermore, Contractor agrees that no other non-labor expenses or costs shall be charged to County.

9. MANNER AND TIME OF PAYMENT

The Contractor shall submit monthly invoices in duplicate to the County. All invoices shall be mailed or delivered to:

Williamson County Auditor
Attn: Accounts Payable
710 S. Main Street, Suite 301
Georgetown, Texas 78626

County's payment for services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments



shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify the Contractor of the discrepancy. Following County's notification of any discrepancy as to an invoice, Contractor must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

The Contractor shall maintain books and accounts of personnel and other recoverable costs in accordance with generally accepted accounting principles and practices.

10. AUDITS

The County shall have the right, during the Contractor's normal business hours for the duration of this Contract and for a period of three (3) years thereafter, to conduct the following audits either on County property or at the Contractor's offices, as the County may deem necessary:

- Audits of the Contractor's performance of services under this contract.
- Audits of books and accounts maintained to accumulate, record, and segregate personnel and other recoverable costs billed under this contract.

However, the Contractor will not be required to relocate records from their normal location. Contractor shall include an audit provision providing the County with the audit rights set forth herein in all subcontracts entered into by Contractor hereunder.

Such audits shall be performed either by County personnel or by an independent third party whom the County may employ for the purpose of making such audits. The County and the Contractor shall establish procedures for performing such audits and shall preserve the confidential and proprietary status of audited documents and information.



11. INSURANCE REQUIREMENTS

See Exhibit C, which is attached hereto and incorporated herein.

12. INDEMNITY

CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY, ITS DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES AGAINST ALL CLAIMS, LOSS, DAMAGE, EXPENSE, AND LIABILITY ASSERTED OR INCURRED BY OTHER PARTIES, INCLUDING, BUT NOT LIMITED TO, COUNTY'S EMPLOYEES AND CONTRACTOR'S EMPLOYEES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT AND EXCEPTING ONLY SUCH LOSS, DAMAGE, OR LIABILITY AS MAY BE CAUSED BY THE INTENTIONAL ACTS OR THE SOLE NEGLIGENCE OF THE COUNTY.

13. APPLICABLE LAW

This contract shall be governed, construed and interpreted solely by and under the laws of the State of Texas without regard to conflict of laws provisions. In the event of litigation or disputes arising out of or in any way related to the performance of this contract, the Parties hereto agree to submit to the jurisdiction of any court of competent jurisdiction within Williamson County, Texas and shall comply with all requirements necessary to give such Court jurisdiction.

14. ASSIGNMENT

The Agreement is not assignable without the written mutual consent of both County and Contractor.

15. CHANGES

The County may initiate changes to the general scope and the general and special conditions of this contract as circumstances dictate. Changes which affect price, performance, schedule, warranties, or other significant items will be equitably adjusted by mutual agreement and reduced to a written amendment to this contract prior to the implementation of the change. All changes to this contract shall be in writing and signed by the duly authorized representative of the parties hereto.



16. FORCE MAJEURE

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party.

17. TERMINATION

The County may terminate Contractor's services under this contract, for convenience and without cause, upon written notice of such termination. In the event of such termination, the County shall pay to the Contractor all personnel costs and recoverable costs incurred in the performance of such services up to and as of the date of such termination. However, the Contractor agrees to waive any claim for damage, including loss of anticipated profit, resulting from contract termination.

18. SECURITY

Access to County facilities is controlled in accordance with specific site requirements. The Contractor's personnel must comply with the County's security requirements and guidelines.

19. SALES AND USE TAX

County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by County. Exemption certificates will be provided to contractors and suppliers upon request.

20. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall not discriminate against any employee or applicant for employment contrary to the provisions of applicable State and/or Federal antidiscrimination laws. Contractor shall ensure that this requirement is applied to applicants and employees in actions including, but not limited to employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeships.



21. CONFIDENTIAL INFORMATION

A. "Confidential Information" is all information (a) identified in written or oral format by the disclosing party as confidential, trade secret or proprietary information, and, if disclosed orally, summarized in written format within thirty (30) days of disclosure, or (b) the receiving party knows or has reason to know is confidential, trade secret or proprietary information of the disclosing party. Among other things, the Confidential Information may include trade secrets, proprietary information and financial information belonging to the disclosing party. The foregoing shall not apply to information that: (a) a party new prior to disclosure by another as evidenced by the party's written records; (b) is or becomes public knowledge through no fault of the party; (c) is lawfully disclosed to a party by a third party under no obligation of confidentiality; (d) is disclosed under the order or requirement of a court, administrative agency, or other governmental body or (e) in the case of the County, is required by it to be disclosed pursuant to the Texas Public Information Act.

B. The receiving party shall not use or disclose any Confidential Information of the disclosing party except as expressly permitted under this Contract. The receiving party shall use at least the same degree of care with respect to the disclosing party's Confidential Information that it uses to prevent the disclosure of its own confidential information of like importance, but in no event with less than reasonable care, to prevent the disclosure of the disclosing party's

Confidential Information. Notwithstanding the foregoing, nothing set forth herein shall limit or restrict either Party from using any knowledge, confidential information, trade secrets or proprietary information constituting Confidential Information of the other Party that is retained in the memory of any employee of the Party or that constitutes any such employee's general knowledge or skill, even if acquired in connection with this Contract, for any purpose whatsoever.

C. Unauthorized use by a party of the other party's Confidential Information shall diminish the value of such information. Therefore, if a party breaches any of its obligations with respect to confidentiality or use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to injunctive relief, as well as money damages. Neither party shall dispute the availability to the other party of such relief on grounds that damages would be an adequate remedy therefore, provided, however that nothing herein shall prevent or prohibit the Parties from disputing the occurrence of such breach or from making submissions with respect to the amount and type of bond, surety or other security to be posted by a Party in connection with the grant of such remedies.



22. DATA SECURITY

- A. Contractor, its agents, employees, assigns, providers or subcontractors acknowledge that all County Data and Systems (any information or system provided by the County to Contractor under this Contract) remain the property of the County. Contractor agrees not to use any County Data for any purpose except pursuant to this Contract. Contractor shall keep all County Data in confidence and shall not disclose any County Data to any third party except as necessary to fulfill Contractor's obligations pursuant to this Contract. Such obligations do not apply to information which is or hereafter becomes generally known, or is hereafter furnished to Contractor by a third party without restriction on disclosure.
- B. Contractor shall use commercially reasonable physical, operational, and technical safeguards to preserve the confidentiality, integrity and security of the County Data while in its possession and control hereunder.
- C. The County shall have the right, upon seven (7) days notice and during Contractor's normal business hours for the full duration of time that Contractor is in possession or control of any County Data, to conduct an audit of Contractor's compliance with the Data Security provisions of this Contract, provided that the interfaces and impacts to the County's technical process audit shall be conducted by a County employee, and provided that such audit shall not unreasonably disrupt Contractor's business or operations.
- D. Contractor will immediately notify the County Project Manager in the event it believes, or has reason to believe, that either a confidentiality or security breach has occurred, and will provide assistance in identifying appropriate information relating to the breach.
- E. Upon the termination of this Contract, any and all County Data in the possession or control of Contractor, its agents, employees, assigns, providers and subcontractors, residing on any and all hardware shall be securely removed within thirty (30) days thereof. Computer and servers must be electronically wiped (e.g. using a secure data deletion program for computers that writes random data in multiple passes) or the physical media must be destroyed. Tapes, CDs, cartridges and other electronic and/or physical storage and backup media and devices containing County Data must also be securely deleted or destroyed within thirty (30) days thereof.
- F. No County Data is to be downloaded, copied, transferred or removed from the County to a Contractor's system or other non-County system or medium without the written approval of the County Information Security Officer.
- G. All County information technology systems are monitored for acceptable use. The Contractor, its agents, employees, assigns, providers and subcontractors, acknowledge



that there is no expectation of any right to privacy in any such materials and data stored and /or maintained on County property. Such material and data are subject to inspection

23. NON-DISCLOSURE NOTIFICATION

To complete the scope of services required, the Contractor, its subcontractors, and employees or agents will be required to review and analyze certain confidential information. Among other things, the confidential information may include but is not limited to trade secrets, proprietary information and financial information belonging to the County. In addition, the Contractor will be required to provide certain work products and deliverables which, by their character, content, and/or purpose are confidential information. Therefore, each individual who will have access to such confidential information agrees to execute and to be bound by the terms and conditions of the Non-Disclosure Agreement, herein provided as an Appendix. This provision and Appendix shall survive this contract.

24. INCORPORATION

All appendices, exhibits and attachments referenced above are hereby incorporated herein by this reference.

25. APPROPRIATION OF FUNDS BY COUNTY.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this contract. Contractor understands and agrees that the County's payment of amounts under this contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this contract.

26. ENTIRE AGREEMENT

This contract, together with any and all appendices, exhibits and/or attachments attached hereto and any amendments, modifications, change orders, addendum and/or any other documents attached hereto and incorporated herein constitutes the entire agreement between the parties hereto and no changes, alterations, or modifications hereof shall be effective unless made in writing and signed by duly authorized representatives of both parties to this contract.



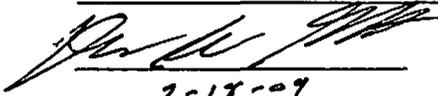
ACCEPTED	22nd Century Technologies, Inc.	Williamson County, Texas
BY		 2-18-09
NAME	<i>BRADLEY S. PUTMAN</i>	Dan A. Gattis
TITLE	<i>IT DIRECTOR - TEXAS REGION</i>	Williamson County Judge
DATE	<i>2-5-2009</i>	

EXHIBIT A

CONTRACT WORK

**ORACLE COMPENSATION WORK BENCH
&
SELF SERVICE ENHANCEMENT**

The scope of the project is to automate and integrate the annual salary process and daily employee/assignment maintenance in Oracle utilizing Compensation Work Bench and Self Service.

22nd Century Technologies, Inc. will perform its services in a 33 week period in the county's Oracle production environment.

Start Date:2/17/2009

Oracle Functional Process	Weeks	Start	End
<i>New Hire</i>	1	2/16/2009	2/20/2009
1. Requirement Gathering	2	2/23/2009	2/27/2009
2. As- Is processes			
3. State Future Design			
4. Setups and configuration			
5. Testing and documentation			
6. Train the Trainer			
7. Move into production	3	3/2/2009	3/6/2009
<i>Termination</i>	4	3/9/2009	3/13/2009
1. Requirement Gathering	5	3/16/2009	3/20/2009
2. As- Is processes	6	3/23/2009	3/27/2009
3. State Future Design			
4. Setups and configuration			
5. Testing and documentation			
6. Train the Trainer			
7. Move into production	7	3/30/2009	4/3/2009
<i>Absence</i>	8	4/6/2009	4/10/2009
1. Requirement Gathering	9	4/13/2009	4/17/2009
2. As- Is processes			
3. State Future Design			
4. Setups and configuration			
5. Testing and documentation	10	4/20/2009	4/24/2009

6. Train the Trainer			
7. Move into production			
Worker Status Change	11	4/27/2009	5/1/2009
1. Requirement Gathering	12	5/4/2009	5/8/2009
2. As- Is processes			
3. State Future Design	13	5/11/2009	5/15/2009
4. Setups and configuration			
5. Testing and documentation			
6. Train the Trainer			
7. Move into production	14	5/18/2009	5/22/2009
Grade Management	15	5/25/2009	5/29/2009
1. Requirement Gathering	16	6/1/2009	6/5/2009
2. As- Is processes			
3. State Future Design			
4. Setups and configuration			
5. Testing and documentation			
6. Train the Trainer			
7. Move into production	17	6/8/2009	6/12/2009
Position Control	18	6/15/2009	6/19/2009
1. Requirement Gathering	19	6/22/2009	6/26/2009
2. As- Is processes	20	6/29/2009	7/3/2009
3. State Future Design			
4. Setups and configuration			
5. Testing and documentation			
6. Train the Trainer			
7. Move into production	21	7/6/2009	7/10/2009
Compensation Workbench	22	7/13/2009	7/17/2009
1. Requirement Gathering	23	7/20/2009	7/24/2009
2. As- Is processes	24	7/27/2009	7/31/2009
3. State Future Design	25	8/3/2009	8/7/2009
4. Setups and configuration	26	8/10/2009	8/14/2009
5. Testing and documentation	27	8/17/2009	8/21/2009
6. Train the Trainer	28	8/24/2009	8/28/2009
7. Move into production	29	8/31/2009	9/4/2009
	30	9/7/2009	9/11/2009
	31	9/14/2009	9/18/2009
	32	9/21/2009	9/25/2009
	33	9/28/2009	10/2/2009

Goal:

The goal of the project is to automate and integrate the annual salary process and daily employee/assignment maintenance in Oracle utilizing Compensation Work Bench and Self Service.

Scope

1. Compensation Work Bench (CWB)

Key Features

- Compensation Objects
- Eligibility Profiles
- Budget Preparation
- Activity Rates
- Salary and Grade Related Pay and Progression
- Compensation and Awards Management

The county departmental heads are responsible for submitting annual employee salary and assignments changes. The features of CWB will enable the county to apply lump sum awards, merit and/or COLA increases to different groups of employees. There will also be re-classes, transfers, reorganizations, demotions etc. during the annual compensation process. The CWB requests are required to go through a workflow approval process before changes are committed to the assignment and salary screen.

Require the ability to estimate the total cost of different compensation plans, and select the approved plan to apply to employees through the Budget Preparation process.

2. Self-Service HR

The County would like to expand its current SSHR functionality. The main objective is to enable managers to process employee updates through SSHRM. Currently all processes are routed through a manual paper process using the County's Payroll Action Sheet (See Attached).

Key Payroll Actions

Function	Example
Change Pay	Make grade/step and salary Changes
Termination/Hire	Use to hire and term employees
Worker Status Change	Military Leave, LWOP, Etc...
Change Position/Job	
Release Information	Release Information

My Employee Information	My Employee Information
Manager Actions	
Position Management	ability to determine open positions
Special Inputs	Allow departments to issue items with a start date and end date The items need to be defined using flex fields to ensure consistency.

Overview of Current Environment

The County is currently using the following modules:

Assets
 Cash Management
 General Ledger
 Grants/Projects
 Human Resources
 Payables
 Payroll
 Public Sector Financials
 Purchasing
 Receivables
 Self-Service Web
 OAB
 Discoverer

County HRMS Environment Highlights

- Williamson County currently has 1700+ employee in the payroll module.
- Allows for multiple assignments per employee
- Jobs may be tied to multiple positions
- Supervisors are not assigned in the system
- Assignments link to a grade chart with minimum and maximum amounts but the systems does not force the rules
- There is no information tied at the position level for FTE's head count. The 'Report To' tab in the Position screen, links to the Position Hierarchy which is used to process Requisitions and POs, not an actual supervisor hierarchy
- Process Payroll for Texas only
- Use Vertex software for taxation amounts
- Position Hierarchy for REQ and Purchase Orders
- Kronos manages all time and accruals. Hours are passed bi-weekly to Oracle for process payroll
- 5 biweekly payrolls
- Use blended overtime
- Account Structure

Entity	Fund	Department	Object
01	0100	0503	004500

Self Service

Currently the employees can view their Payslips, Benefits, and W2s on-line. During the County's Benefits Open Enrollments period, employees can make changes to benefits selections, covered dependents and beneficiaries.

Annual Salary Updates

The County departments budget for their employee annual salary changes using a web tool. The data is exported from the web tool and uploaded through Oracle's Salary Management. Assignment changes are entered into the same web tool and processed through Oracle's Mass Assignment Update.

Assignments Updates

All other employee and assignment changes are submitted manually through a Payroll Action Sheet and routed to the appropriate departments for approval. A sample Payroll Action Sheet has been provided to Contractor.

EXHIBIT B

RATE SCHEDULE

Standard Time All-inclusive Billing Rate: \$ 83.33 per hour

Overtime All-inclusive Billing Rate: \$ 83.33 per hour

Analyst's Name	Position Description	Duration	Unit	Unit Cost	Extended Cost
Dharmesh Agarwal	HR Oracle HRMS Analyst	1320	Hour	\$83.33	\$110,000

- 1) The County must notify Contractor in the case of non-performance and/or Analyst problems, and a Analyst is to be removed, Contractor will be given (30) thirty days for replacement.
- 2) The County is the sole judge of performance on behalf of this contract and the resulting actions thereof.
- 3) The County, upon signing the weekly time sheets for the Analyst, is authorizing acceptance of work and assuming liability for paying related and/or subsequent invoices.
- 4) The County will provide work space, computer equipment and time, security arrangements, appropriate software, materials and all other things necessary to fulfill Analyst's assignment.
- 5) The County will direct supervision over the Analyst's tasks and assignments.

Time Sheet Format

TIMESHEET										
Analyst Name										
Week Ending:										
S No.	Project Name	Work Description	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Hours
										0
										0
										0
										0
										0
										0
Total Hours Per Day:			0	0	0	0	0	0	0	
Total Hours Per Week:			0							

Remarks

Manager Signature

EXHIBIT C

INSURANCE REQUIREMENTS

During the term of this contract, Contractor agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$2.0 million per occurrence and \$4.0 million in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$2.0 million per occurrence and in the aggregate. Contractor shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1.0 million.
- E. In the event Contractor is self-insured in connection with any or all of the above-required insurance policies, Contractor shall submit proof of such self-insurance and all financial statements as reasonably required by the County in order to determine the acceptability of such self-insurance.

Contractor shall not commence any work under this contract until it has obtained all required insurance and such insurance or self-insurance has been approved by County. Contractor shall not allow any subcontractor(s) to commence work to be performed in connection with this contract until all required insurance has been obtained and approved. Approval of the insurance by County shall not relieve or decrease the liability of Contractor hereunder.

The required insurance must be written by a company approved to do business in the State of Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Contractor shall furnish County with a certification of coverage issued by the insurer. Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the County, and agreed to and hereby acknowledged by the Contractor, that no provision of this contract shall be construed to require the County to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Exhibit which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this contract.