October 6, 2014

Intacct Scope of Work for:

County of Union

Prepared by:
John Wooldridge, CPA
Principal
john.wooldridge@cliftonlarsonallen.com
direct 703.825.2102

main 571.227.9500
fax 571-227-9552

Reference

CliftonLarsonAllen ("CLA") proposes the following implementation services package for **County of Union** ("Client"). This Statement of Work ("SOW") hereby incorporates by reference and is subject to the relevant definitions, terms, and conditions of the attached Order Schedule.

Scope of Project

The services and deliverables the CLA team will be delivering for this project are shown below.

In scope Applications, Solutions, and Implementation Services

- Intacct Single-Entity Environment
- Financial Statements (templates to be provided by client)
  - Balance Sheet (by company)
  - Income Statement
  - Income Statement by Dimension
  - Income statement with customized columns
  - Statement of Cash Flows
- Intacct Core Modules
  - Company Administration, Dashboards, General Ledger, Accounts Payable, Accounts Receivable, Cash Management, and Customization Services
- Purchasing

Out of scope Applications, Solutions, and Implementation Services

- Additional Entities
- Order Entry
- Inventory Control
- Advanced Revenue Recognition
- Project Accounting
- Salesforce Integration with Intacct (IntacctMax for Salesforce)
- Integrations with other systems
- Other modules not noted above
- Potential Phase 2 Items (to be scoped):
  - Web Services website integration
  - Advanced Allocation Management by CLA

Intacct Environment

CLA will provide the following services related to Client's Intacct environment:

- Enable the following dimensions enabled and available on all transactions: Location, Department, Class, Project, Item, Customer, Vendor, and Employee.
- Implement a fiscal year to end on September 30th with calendar accounting periods.
- Import up to 1 year of historical summary trial balances. Import templates will be provided.

Single Intacct Company

Setup and Configuration

• Create one (1) Intacct Single Company with single base currency (USD)

Core Financials System

CLA will provide the following services related to Core Financials within all transactional entities:

Company

Setup and Configuration

• Configure Company general information, security, preference, accounting, and display settings	• Subscribe to purchased applications
• Review user/role creation process and permission options. Create 1 role or user with permission designations. Client is responsible for creating additional role and user permission designations, and assigning permissions to users.	• Create Dimension Groups
• Enable Accrual basis accounting method	• Create Document Numbering
• Enable fiscal structure with fiscal periods equal to calendar months	

Data Loading

• One (1) set of Locations	• One (1) set of Classes
• One (1) set of Departments	• One (1) set of Allocations

General Ledger

Setup and Configuration

• Configure application and application behavior preference options	• Create transactional and statistical journals
• Deploy QuickStart financial reports and enable Financial Report Writer	• Create one (1) sample template journal entry and recurring journal entry. Client is creating template and recurring journal entries.

Data Loading

• One (1) set of Chart of Accounts	• Up to one (1) fiscal years of GL Account monthly net balances per in-scope transactional entity. Beginning balances as of fiscal year-end 2014.
• One (1) set of Statistical Accounts	• One (1) set of Statistical account beginning balances as of Go-live date
• One (1) set of Client Reporting Periods	• One (1) set of budgets

Accounts Payable

Setup and Configuration

• Configure application and application behavior preference options	• Create account labels
• Configure transaction batch settings	• Create one (1) sample recurring bill. Client is responsible for creating recurring bills.
• Create AP Terms	• Configure quick checks and pre-payments
• Create default AP aging periods	• Create vendor groups
• Enable the following bill payment methods: Check, Cash, Offline charge card, and Record Transfer	• Assign bill payment approval levels

Data Loading

• One (1) set of Vendors	• One (1) set of Open AP Bills at Go-live
• One (1) set of Vendor 1099 opening balances at Go-live	

Accounts Receivable

Setup and Configuration

• Configure application and application behavior preference options	• Create account labels
• Configure transaction batch settings	• Create one (1) sample recurring invoice. Client is responsible for creating recurring invoices.
• Create AR Terms	• Configure quick deposits and advances
• Create default AR aging periods	• Create customer groups
• Enable the following invoice payment methods: Check, Cash, Offline charge card, and Record Transfer	

Data Loading

• One (1) set of Customers	• One (1) set of Open AR Invoices at Go-live

Cash Management

CLA will setup and configure up to three (3) accounts, which can be one or a combination of checking, savings, or credit card accounts. CLA will set-up and configure one (1) checking account with either of the following two check printing options:

1) *Check Printing with Pre-printed Checks*
   - CLA will configure one (1) checking account for printing checks with pre-printed check stock provided by Client.

2) *Check Printing with Blank Check Stock*
   - CLA will configure one (1) checking account for printing checks with blank check stock provided by Client.

CLA will also assist with one round of printing alignment correction, defined as reviewing Client-provided feedback to resolve Intacct configuration issues after submission by Client of one (1) test check to Client's bank.

Account Reconciliation

CLA will deliver to Client a guide to assist with the account reconciliation process. CLA will provide guidance and advice on account reconciliation for up to one (1) hour prior to project completion.

Dashboards

Setup and Configuration

• Enable Dashboards application and deploy available pre-packaged Dashboards	• Create up to one (1) custom dashboard

Reporting Center

Setup and Configuration

• Enable Reporting Center application	• Create up to one (1) Report Group

Customization Services

Setup and Configuration

• Enable Customization Services application for access to the following functionalities and tools: Custom Reports, Custom Documents, Custom Fields, Smart Rules, and Smart Events	• Create up to ten (10) custom fields as needed to address Client requirements. Additional custom fields may be created although outside the scope of this project.
• Create up to two (2) smart rules as needed to address Client requirements. Additional smart rules may be created although outside the scope of this project.	

Purchasing

CLA will provide the following services related to enabling the Purchasing application within each transactional entity:

Setup and Configuration

• Configure application and application behavior preference options	• Configure up to one (1) price list

• Deploy Purchasing QuickStart Workflow selected by Client or enable Advanced Purchasing processing with creation and configuration of up to six (6) transaction documents enabling Client to process transactions through the full Intacct Sales Lifecycle (Purchase Requisition, Purchase Order, Receiver, Vendor Invoice/Bill, Purchase Return, and Vendor Debit)	• Create sample Product Lines and Item GL Groups. Client is responsible for creating full set of Product Lines and Item GL groups for their business.
• Create up to one (1) global purchasing approval workflow	

Data Loading

• One (1) set of items including the following item types: o Non-Inventory o Non-Inventory (Purchase only)

Assumptions

- The Intacct implementation will be done in a single phase with a single system go-live for all transactional entities; estimates do not include project phasing or staggering.
- All defined business processes and configurations will be created once and leveraged across all transactional entities.
- A mutually agreeable project "Go-live" date will be established in writing by Client and CLA. "Go-live" is defined as the first day production transactions are processed through the Intacct Service. Client and CLA shall have five (5) business days from the Project Kickoff meeting to gain mutual agreement on the "Go-live" date without placing the project on hold.
- Included with this implementation is access to Intacct University for on-demand self-paced training.
- The implementation project will end no later than sixty (60) days after the agreed upon go-live date.
- Checks can be printed in USD, CAN, and MXN currencies only. Checks must be printed on blank 8.5 x 11 check stock or on pre-printed checks from an Intacct approved Vendor.
- Financial reporting is limited to the standard reports included in the QuickStart Financials™ package. Financial reports, including Balance Sheet and Income Statement, will be provided via the General Ledger application and are limited to the data and formats available via the General Ledger Financial reporting tool.
- Dashboard creation is limited to the standard application, financial, and ad-hoc reports available.
- Prior to the agreed Go-live date, if requested by Client, CLA will create and configure up to ten (10) custom fields.
- Prior to the agreed Go-live date, if requested by Client, CLA will create and configure up to one (1) sample custom ad-hoc report. Ad-hoc reports are created via the Customization Services application and address additional data mining options beyond the standard reports included within each application. Ad-hoc reports do not include financial reports. Ad-hoc report creation is limited to the data and formats available via the Customization Services ad-hoc reporting tool.
- System configurations and approval workflows are limited to the configuration options available within the standard Intacct product as of the signed Statement of Work date.
- Client is responsible for the design, development, training, maintenance, modification and support of any Platform programs.

- Client is responsible for making changes to any of the pre-built Platform programs, applications, or objects.
- Client is responsible for the design, development, training, maintenance, modification and support of any programs, integrations, or applications using Web Services.
- Client is responsible for any 3rd party Web Services integration packages or solutions.

Responsibilities

CLA

- CLA will designate a single point of contact to serve as the CLA Project Manager, and to be Client's primary contact with CLA. The CLA Project Manager will be responsible for the overall project delivery including:
    - Management of scope
    - Planning, Scheduling, and Project Controls
    - Conducting Status Meetings
    - Preparing Status Reports
    - Complete CLA's activities as specified in this Statement of Work

Client

- Client will assign a dedicated project team that will remain intact for the life of the project. The project team should include Subject Matter Experts (SMEs) that will contribute to the system design and system configuration validation. The project team should also include a single point of contact to that will function as Client's Project Coordinator and be CLA's primary contact with Client. Client's Project Coordinator will have full authority to act on behalf of Client with respect to:
    - Decision and signatory authority
    - Complete Client's activities as specified in this Statement of Work including managing Client's deliverables for the project and reviewing, accepting, and approving project deliverables
    - Authorizing payments
    - Facility and meeting coordination at Client's site (if required)
    - Interfacing with CLA to ensure there is an efficient exchange of Information and that important and timely decisions are made
- Client is responsible for creating all Intacct Users, including establishing permission assignments.
- Client will provide data templates and system configuration information by the end of the Define Phase of the project.
- Client is responsible for performing all data cleansing and legacy system data mapping, accurately populating all data templates for uploading into Intacct according to the specifications and by the end of the Define Phase of the project. One (1) round of validation and feedback to assist Client in providing accurate data templates is included with this service. One round is defined as,
    - Client provides clean data file,
    - CLA performs one data validation,
    - If the file passes the validation CLA will load the file, OR
    - If the file does not pass validation, Client repairs the file; CLA will validate file and, if it passes the validation will upload the file.
- Client is responsible for business process documentation and Client-specific user documentation.

- Client agrees that their end users will complete the Intacct computer based training courses available via Intacct University within fifteen (15) business days of the project kickoff and prior to the Model Phase of the project.
- Modifications to the QuickStart Financials™ reports as well as unlimited additional custom financial reports may be created by Client.
- Client is responsible for performing all account reconciliations in the Cash Management application and agrees to complete a minimum of one (1) account reconciliation within 30 days after system go-live.
- Client is responsible for final check printing alignment and bank verification that the check print format is acceptable.
- Client agrees to be responsible for reconciling each month's GL account balances in the consolidation entity with the amounts in the source transactional entities.

Change Control

Any changes to this Statement of Work must be mutually agreed upon by both CLA and Client. No verbal agreement between persons involved in the Project will be binding on either CLA or Client. Mutually acceptable changes in the scope of work and adjustments in schedule and price will be incorporated as a modification to this Statement of Work or may become the basis of a new, follow-on Statement of Work.

The CliftonLarsonAllen Intacct Practice Manager or Partner is designated as the authorized representative for CLA making changes to this Statement of Work. Change requests for this Project scope must be submitted in writing.

The generic approval process for change requests is as follows:

- A requirement for change is identified and documented
- The requested change is reviewed and agreed to by the appropriate activities
- An amendment to the Statement of Work is composed, negotiated and mutually agreed to by Client and CLA.
- The amendment is incorporated into the Statement of Work and implemented

Client Sign-offs

The following are critical Client sign-offs on a project. Sign-off is required before proceeding on a project:

- **Project Start and Go-live Date Agreement** – Mutually agreeable dates to begin the project and go-live on Intacct. First version of the detailed project plan is created by CLA based upon these dates. Client sign-off is acknowledgement that these dates are acceptable and Client will complete project plan tasks as scheduled.

- **Detailed project plan** – To be created by CLA Project Manager at beginning of the project and refined upon conclusion of the Define phase.

- **Populated data templates** – Client is responsible for populating Intacct data templates with clean data for upload into Intacct. Providing templates to CLA signifies sign-off on the data.

- **Define Phase Deliverables Agreement document** – Client is responsible for validation and sign off of Deliverables Agreement document at the conclusion of the define phase. Deliverables Agreement document captures the specific Client requirements to be configured. Changes after sign-off may require additional professional services fees.

- **Go-Live Acknowledgement** – Upon go-live, Client provides sign-off that the system has been configured and set-up as mutually agreed throughout the project. Client acknowledges that they are ready to proceed on Intacct.

- **Project Completion** – Client agrees that the project has been completed and is ready for transition to support.

Training Plan

Training will be a constant throughout the entire implementation lifecycle and beyond. CLA will provide training to the core Client implementation team as functionality is reviewed, requirements are finalized, and the solution is built. Additionally, general end user training will be available throughout all phases of the project via the Intacct University online training management system. Most of the Intacct University training can be done at a user's own pace and ability. Training will be reinforced with tutorials, comprehensive user guides, and direct-access online help. It is recommended the core Client implementation team complete Intacct University training as early as possible to assist with requirements definition, while the general end users should have completed Intacct University training prior to Testing Phase when they will be applying their knowledge in the configured Intacct sandbox.

Training for administrators will be more focused on user management and internal controls. Training for end-users will be more focused on transactional processes and reporting.

Pricing Summary

The effort defined in this Statement of Work will be performed and billed on a Time & Materials basis.

Estimated Implementation Fees:

	Total Hours			Professional Service Fees	
Phase	Low	High	Rate	Low	High
Intacct Implementation					
Planning & Requirements Gathering	12	16	$200	$2,400	$3,200
Documentation/Validation of Processes	12	16	$200	$2,400	$3,200
System Design & Configuration	56	64	$200	$11,200	$12,800
Training	18	24	$200	$3,600	$4,800
Testing	12	16	$200	$2,400	$3,200
Deployment	4	6	$200	$800	$1,200
Go Live Support	20	30	$200	$4,000	$6,000
Total Hours	134	172	$200	$26,800	$34,400

Phase:	Tentative Timeline
Planning & Requirements Gathering	Week 1-2
Documentation/Validation of Processes	Week 2-3
System Design & Configuration	Week 4-8
Training	On Going
Testing	Week 6-9
Go Live Prep	TBD
Deployment	TBD
Go Live Support	Week 1-5 Post Go Live

Terms

Our invoices for consulting fees will be rendered monthly and are payable on presentation. Terms of payment for services are **net 30 days**. In accordance with our firm policies, services may be suspended if your account becomes 30 days or more overdue and will not continue until your account becomes current.

Retainer

In connection with this engagement, we must receive a retainer in the initial amount of **$8,040**, payable prior to the commencement of any services.

Normal work hours are from 8:30am to 5:30pm ET, Monday through Friday, excluding holidays.
All reasonable and necessary actual expenses are reimbursable. Expenses (if any) are not included in this services estimate.

Unless otherwise stated, some or all of the services and deliverables defined in this SOW may be performed by CLA Personnel or a certified Intacct implementation partner, acting as subcontractors to CLA hereunder and CLA remains fully and primarily responsible and liable for proper, complete performance of its obligations, to the extent any such Intacct implementation partner fails to do so.
All activity and personnel will be scheduled when this Statement of Work is mutually signed. If there is a lag between the scheduled start of work and the a fully executed Statement of Work, personnel may be reassigned to other projects and your project may be delayed until new personnel can be scheduled and CLA will notify Client in advance of same.

Limitation of remedies

Our role is strictly limited to the engagement described in this letter, and we offer no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based upon our communications with, or our reports to, you. Your organization will be solely responsible for making all decisions concerning the contents of our communications and reports, for the adoption of any plans, and for implementing any plans you may develop, including any that we may discuss with you.

You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents ("we" or "us") and that this limitation of remedies provision is governed by the laws of the state of Indiana, without giving effect to choice of law principles.

You further agree that you will not hold us liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this agreement, the services provided under this agreement, the work product, or for any plans, actions, or results of this engagement, except to the extent authorized by this agreement. In no event shall we be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorneys' fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by us of our duties under this agreement, but any recovery on any such claims shall not exceed the fees actually paid under this agreement by you to CLA.

Service satisfaction

To ensure that our services remain responsive to your needs, as well as fair to both parties, we will meet with you throughout the term of the agreement and, if necessary, revise or adjust the scope of the services to be provided and the fees to be charged.

Furthermore, it is understood that either party may terminate this agreement at any time, for any reason, by giving written notice to the other party. It is understood that any unpaid fees that are owed or invoices that are outstanding at the date of termination are to be paid in full immediately upon termination.

Other provisions

CLA will not disclose any confidential, proprietary, or privileged information of the organization to any persons without the authorization of organization management.

We will be responsible for our own property and casualty, general liability, and workers compensation insurance, taxes, professional training, and other personnel costs related to the operation of our business.

The relationship of CLA with the organization shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

The organization agrees that CLA will not be assuming any fiduciary responsibility on your behalf during the course of this engagement.

Employment provision

In the event that a CLA employee is solicited to work in a position as an employee of your organization, and in the event that the CLA employee accepts the position of employment with your organization, the following conditions will apply:

1. CLA will require a four-week notice period subsequent to the employee's written notice to CLA, and

2. The organization will be required to pay an employment fee of 50% of the employee's current salary to CLA immediately upon receipt of this notice.

If any former CLA employee shall be hired as an employee within 60 days of leaving CLA, there shall be a refutable presumption that the CLA employee was solicited to work as an employee of your organization and the above fee shall be payable to CLA.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement. We will be as responsible for any act done by these subcontractors as we are for any act done by a CLA employee under this agreement.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

CliftonLarsonAllen LLP

John Wooldridge, CPA
Principal
703-825-2102
John. Wooldridge@CLAconnect.com

Response:

This letter correctly sets forth the understanding of **County of Union**.

Authorized Signature: ____

Title: ____

Date: ____

Email: ____

Telephone: ____

Fax number: ____

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