



Purchase Order

Dispatch via Print

Dept of Workforce Development
WORKFORCE DEVELOPMENT, DEPT OF
GEF 1, 201 E WASHINGTON AVE
MADISON WI 53703
United States

Supplier: 0000033749
Carahsoft Technology Corp
11493 Sunset Hills Rd Ste 100
Reston VA 20190-5230

Purchase Order 44500-0000012116	Date 07/03/2024	Revision	Page 1
Payment Terms Net 30	Freight Terms FOB Dest, Freight Prepaid	Ship Via Common Carrier	
Buyer Hoffhein, Barbara Barbara.Hoffhein@dwd.wisconsin.gov	Phone/Email 608/267-3902	Currency USD	

Ship To: 01001803A3
WORKFORCE DEVELOPMENT, DEPT OF
201 E WASHINGTON AVE
A300
MADISON WI 53703
United States

Attention: Clemson, James R.

Bill To: WORKFORCE DEVELOPMENT, DEPT OF
201 E WASHINGTON AVE
G400
MADISON WI 53703
United States

Tax Exempt? Y **Tax Exempt ID:** [REDACTED]

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	GOOGLE CLOUD DEPLOY GOOGLE - ANC-PROF-SVC-PWK TYPE: NEW PRODUCT: PSO CUSTOMER DOMAIN NAME: DWD.WISCONSIN.GOV		1.00	EA	18,247,000.00	18,247,000.00	07/03/2024

Schedule Total 18,247,000.00

Contract ID: 505ENT-O18-NASPOCLOUD-03 Version 1 Contract Line: 0 Category Line: 0 Release: 969

Item Total 18,247,000.00

Total PO Amount 18,247,000.00

Luke Stauer

STATE OF WISCONSIN STANDARD TERMS AND CONDITIONS

ANTITRUST ASSIGNMENT: The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats. and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

WORK CENTER CRITERIA: A work center must be certified under s.16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped.

INSURANCE RESPONSIBILITY: The contractor performing services for the State of Wisconsin shall:

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

The state reserves the right to require higher or lower limits where warranted.

NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

PATENT INFRINGEMENT: The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

PAYMENT TERMS AND INVOICING: The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

PUBLIC RECORDS. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency in order to ensure compliance with s. 19.36(3), Wis. Stats. Effective August 2016, the contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

REFUND OF CREDITS: The contractor agrees to pay the state within 60 days, at the state's request, any credits resulting from the order which the state determines cannot be applied to future invoices.

TAXES: The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

TERMS AND CONDITIONS: The Standard Terms and Conditions (DOA-3054) or the Standard Terms and Conditions for State of Wisconsin Printing (DOA-3604) shall apply to all orders. Copies of these terms and conditions are available upon request from the State Bureau of Procurement.

VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

GOVERNMENT - PRICE QUOTATION**GOOGLE PUBLIC SECTOR at CARAHSOFT**

CARAHSOFT TECHNOLOGY CORP
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE 888-662-2724
 WWW.CARAHSOFT.COM/GOOGLE | GOOGLE@CARAHSOFT.COM



TO: Stacia Jankowski
 Office of Integrity and Accountability
 WI Dept of Workforce Development
 201 E Washington Ave
 Madison, WI 53703 USA

FROM: Will Judy
 Carahsoft Technology Corp.
 Google Public Sector Team
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: stacial.jankowski@dwd.wisconsin.gov

EMAIL: Will.Judy@carahsoft.com

PHONE: (608) 264-8763

PHONE: (571) 662-4273

TERMS: Contract Number: 505ENT-018-NASPOCLOUD-03
 NASPO Master Contract Number: AR2472
 Contract Term: 10/14/2016 to 09/15/2026
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Sales Tax May Apply

QUOTE NO: 48456476
QUOTE DATE: 06/28/2024
QUOTE EXPIRES: 07/28/2024
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$18,247,000.00
TOTAL QUOTE: \$18,247,000.00

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
1	AR2472-GOO001-032620-016	Google Cloud Deploy Google - ANC-PROF-SVC-PWK Type: New Product: PSO Customer Domain Name: dwd.wisconsin.gov	\$20,000.00	\$14,200.00	CO OP 1,285	\$18,247,000.00
SUBTOTAL:						\$18,247,000.00
TOTAL PRICE:						\$18,247,000.00
TOTAL QUOTE:						\$18,247,000.00

GOVERNMENT - PRICE QUOTATION

GOOGLE PUBLIC SECTOR at CARAHSOFT



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WWW.CARAHSOFT.COM/GOOGLE | GOOGLE@CARAHSOFT.COM



Customer accepts Google flow down terms:

https://static.carahsoft.com/concrete/files/9516/6981/5765/US_Public_Sector_CMA_flowdowns_10.17.22_-_PSO.pdf

With the exception of the following:

1.1. Section 6, Marketing and Publicity of the Google Cloud Master Agreement is hereby superseded and replaced in its entirety by the following:

Marketing and Publicity. Customer may state publicly that it is a Google customer and display Google Brand Features in accordance with the Trademark Guidelines. Neither party may use the other party's Brand Features without the written consent of the other party, unless otherwise permitted in the Agreement. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features.

1.2. Section 9.2, Customer Indemnification Obligations of the Google Master Agreement is hereby superseded and replaced in its entirety by the following:

9. Indemnification.

9.1. Google Indemnification Obligations. Google will defend Customer and its Covered Affiliates, and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that the Google Indemnified Materials used in accordance with the Agreement infringe the third party's Intellectual Property Rights.

9.2. Customer Obligations. Customer represents, warrants, and covenants that (i) Customer's and any End Users' use of the Services, Customer Responsibility Materials, and Feedback will not violate this Agreement or applicable law; (ii) Customer Responsibility Materials or Feedback, the combination of Customer Responsibility Materials or Feedback with other applications, content, or processes, or the use, development, design, production, advertising, or marketing of Customer Responsibility Materials or Feedback, do not and will not infringe or misappropriate any third-party rights; and (iii) Customer's use of the Services will not intentionally cause harm to any End Users.

9.3. Indemnification Exclusions. Sections 9.1 (Google Indemnification Obligations) will not apply to the extent the underlying allegation arises from (a) the indemnified party's breach of the Agreement or (b) a combination of the Google Indemnified Materials or Customer Indemnified Materials (as applicable) with materials not provided by the indemnifying party under the Agreement, unless the combination is required by the Agreement.

9.4. Indemnification Conditions. Sections 9.1 (Google Indemnification Obligations) is conditioned on the following:

(a) Any indemnified party must promptly notify the indemnifying party in writing of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with the indemnifying party to resolve the allegation(s) and Third-Party Legal Proceeding. If breach of this Section 9.4(a) prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party's obligations under Section 9.1 (Google Indemnification Obligations) (as applicable) will be reduced in proportion to the prejudice.

(b) Any indemnified party must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

ENGAGEMENT ADDENDUM Number ILE0021
to
PARTICIPATING ADDENDUM
NASPO VALUEPOINT
CLOUD SOLUTIONS
Administered by the State of Utah (hereinafter "Lead State")

MASTER PRICE AGREEMENT
Carahsoft Technology Corporation
Utah Contract Number: AR2472
(hereinafter "Contractor")

And

[State of Wisconsin]
(hereinafter "Participating Entity")
(Participating Entity Contract Number: 505ENT-018-NASPOCLOUD-03)

Page 1 of 4

A. SCOPE: This engagement addendum covers the use of the CLOUD SOLUTIONS Contract lead by the State of Utah for a specific entity/application under the cited Participating Addendum for the state in which the Participating Entity is located.

B. INDIVIDUAL CUSTOMER: The individual state agency and political subdivision executing this Engagement Addendum will be treated as if they are an Individual Customer. Except to the extent modified below, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement and the Participating Addendum; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

C. DESCRIPTION OF ENGAGEMENT:

Please see the attached Exhibit 1 – Statement of Work

D. ENGAGING STATE/ENTITY MODIFICATIONS OR ADDITIONS – THESE APPLY ONLY TO THE SPECIFIC USE OF THE CLOUD SOLUTIONS CONTRACT AUTHORIZED BY THIS ENGAGEMENT AGREEMENT:

No Changes Are Required

E. PRIMARY CONTACTS: The primary contact individuals for this engagement addendum are as follows (or their named successors):

Lead State

Name	Solomon Kingston
Address	State of Utah Division of Purchasing Capitol Hill 3150 State Office Building Salt Lake City, UT 84114

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to
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Page 2 of 4

Telephone	801-538-3228
Fax	
E-mail	skingston@utah.gov

Contractor

Name	Bethany Blackwell
Address	11493 Sunset Hills Road, Suite 100 Reston, VA 20190
Telephone	703-871-8500
Fax	703-871-8505
E-mail	NASPO@carahsoft.com

Participating Entity

Name	Sandra Barg
Address	101 E. Wilson Street Madison, WI 53702
Telephone	608-266-1558
Fax	
E-mail	Sandra.Bargel@wisconsin.gov

Purchasing Entity

Name	Amy Pechacek
Address	201 E. Washington Ave., Madison, WI 53703
Telephone	608-266-3131
Fax	
E-mail	Amc.Pechacek@dwd.wisconsin.gov

ENGAGEMENT ADDENDUM Number ILE0021
to
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Carahsoft Technology Corporation
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And

[State of Wisconsin]
(hereinafter "Participating Entity")
(Participating Entity Contract Number: 505ENT-O18-NASPOCLOUD-03)

Purchasing Entity Billing Contact Information

Name	Department of Workforce Development
Address	201 E. Washington Ave., Madison, WI 53703
Telephone	
Fax	
E-mail	

F. SUBCONTRACTORS:

The Contractor may use subcontractors; however, the Contractor will be responsible for any agreements with the subcontractors. The Participating Entity is not agreeing to and is not responsible for any terms and conditions with a subcontractor.

G. PURCHASE ORDER INSTRUCTIONS:

The form of "engagement" and required information on the invoice related to services provided under the Master Price Agreement have been determined by NASPO VALUEPOINT and agreed to by the Contractor. Any additional information requirements should be detailed in Paragraph 3 (above).

H. PRICE AGREEMENT NUMBER

All purchase orders issued by Purchasing Entities within the jurisdiction of this engagement addendum shall include the Participating State contract number: SPO VL Contract No. 505ENT-O18-NASPOCLOUD-03, the Engagement Addendum number 0001 and the Lead State price agreement number AR2472.

This Engagement Addendum, the cited Participating Addendum and the Master Price Agreement number AR2472 (administered by the State of Utah) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in

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to
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Carahsoft Technology Corporation
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(hereinafter "Contractor")

And

[State of Wisconsin]
(hereinafter "Participating Entity")
(Participating Entity Contract Number: 505ENT-O18-NASPOCLOUD-03)

addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

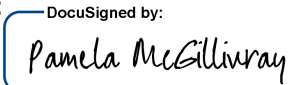

Participating Entity Individual with Authority to Execute Contracts:	Contractor: Carahsoft Technology Corporation
By: <small>DocuSigned by:</small>  <small>236276D77EED448...</small>	By: <small>DocuSigned by:</small>  <small>56E1E22C9EAC451...</small>
Name: Pamela McGillivray	Name: Jeff Dowdy
Title: Deputy Secretary, DWD	Title: Sales Director
Date: 7/3/2024	Date: 7/3/2024

EXHIBIT 1
Engagement Addendum Number: ILE0021

NASPO VALUEPOINT
CLOUD SOLUTIONS

STATEMENT OF WORK
Participating Entity: State of Wisconsin
Project Name: UI Modernization

Page 1 of 2

This statement of work constitutes the minimum information that needs to be provided to begin a requested Cloud Solutions Engagement. Additional information may be provided by the client or requested by the supplying contractor.

NAME OF CONTRACTOR: Carahsoft Technology Corporation

SECTION I: Project Background

1. TERM OF STATEMENT OF WORK (“SOW”)

The term of this SOW commences on execution of this Engagement Addendum and continues up to 52 weeks.

2. OBJECTIVE

To facilitate the Participating Entity, to develop key components of the Unemployment Insurance system.

3. PARTICIPATING ENTITY PROJECT COORDINATORS (NAME, JOB TITLE, PHONE, EMAIL)

Stacia Jankowski, Modernization Integration Manager; 608-264-8763
StaciaL.Jankowski@dwd.wisconsin.gov

4. DETAILED DESCRIPTION OF SERVICES AND DELIVERABLES

- Google Cloud Deploy (QTY 1,285)

5. RESOURCES TO BE PROVIDED BY AGENCY/ENTITY

See Attachment A-1 for additional details on deliverables.

6. CONTRACTOR RESOURCES

As detailed in Attachment A-1.

7. SERVICE REQUIREMENTS AND ASSUMPTIONS

As described in SLAs.

EXHIBIT 1
Engagement Addendum Number: ILE0021

NASPO VALUEPOINT
CLOUD SOLUTIONS

STATEMENT OF WORK
Participating Entity: State of Wisconsin
Project Name: UI Modernization

Page 2 of 2

SECTION II: Fees and Expenses

8. PRICE SCHEDULES AND FEES

Please see quote number: 48456476

9. TERMS OF USE

The software licenses provided under this Statement of Work are subject to the terms of the Participating Addendum, and the NASPO Contract, this SOW and the attachment referenced below. In the event of a conflict, the order of precedence is the Participating Addendum, and NASPO Contract, the SOW and then the below Attachment A-1.

Notwithstanding anything to the contrary stated herein or in the Participating Addendum, the State's use of the GCP Subscription and Google Cloud Professional Services and receipt of the associated maintenance and support services for such software is subject to the terms and conditions set forth in Attachment A-1 and Quote number 48456476.

For any proposed amendment that would change the scope of this Contract and have the effect of increasing the Contract price, Contractor agrees to submit the proposed amendment to the Wisconsin Department of Administration via the Contract Administrator for its review prior to execution. In reviewing the proposed amendment, the Wisconsin Department of Administration shall have the authority to review the Contract and the proposed amendment to determine the following, and to negotiate with the Contractor regarding any change:

1. Whether the work proposed in the amendment is within the scope of the Contract.
2. Whether the work proposed in the amendment is necessary.

Engagement Addendum Number: ILE0021
Attachment A-1. Statement of Work

**Google Cloud Professional Services (PSO) Statement of Work
(Accompanies Purchase Order)**

All gray text is part of the approved SOW template.

Reseller ("Partner")	Carahsoft Technology Corporation
Customer	Wisconsin Department of Workforce Development
SOW Engagement Name	Unemployment Insurance (UI) Modernization
SOW ID	b/349856354
Vector Quote ID	Q-180706
Simba ID	1070606
SOW Written Date	Jun 27, 2024
SOW Scope Validity	SOW scope valid if the SOW is signed within 60 days of the SOW Written Date.

1. Background

In this SOW, "Google" means the vendor that is subject to the "Google Cloud Distribution Addendum" with Carahsoft.

Customer has provided the following information as context for this Statement of Work.

The Wisconsin Department of Workforce Development has engaged with Google Cloud LLC (Google) to modernize their Unemployment Insurance (UI) system which is currently hosted in a mainframe environment. In this SOW, "Google" means the vendor that is subject to the "Google Cloud Distribution Addendum" with Carahsoft. The customer desires to build a system that will provide them the flexibility and adaptability it needs to support a dynamic policy environment (e.g., new state or federal law, guidance, or policy that modifies, creates, or terminates benefits programs, changes charging to employers, or changes verification of participants or other requirements).

The Customer has stated that their overall goal is to use a modular approach so their system can work in an ever-changing environment. Through this modernization project, DWD will be prepared to quickly implement program and policy changes at any time, while also maintaining its existing program applications without interruption or delay. The goal is that the system will have a consistent look and feel across benefits, tax, and appeals for claimants, employers, and UI staff and will allow for secure and efficient querying of data.

The scope for this project is categorized in the following sections and workstreams. This SOW is applicable only to Workstream 1. The scope for the overall program is broken down into Workstreams. Subsequent workstreams will be agreed-upon in separate Statements of Works.

- Workstream 1: UI Modernization overall Discovery and Roadmap

Subsequent Workstreams

- Workstream 2: Monetaries Module- Development and Implementation
 - Sub-workstream 2.1: Technical Design and product work inventory
 - Sub-workstream 2.2: Solution Specific Environment and Integrations
 - Sub-workstream 2.3: Solution Development and Testing
 - Sub-workstream 2.4: Production Roll-out and Enablement
- Workstream 3: Adjudication Module
- Workstream 4: Appeals Module
- Workstream 5: Correspondence Module
- Workstream 6: Audit and Quality Assurance Module
- Workstream 7: Post Deployment hypercare

Definitions

(These are the Customer requirements, as defined during the pre-sales process and prior to the project start. These definitions/requirements are subject to change based on the outcomes of the Discovery Workstream. Definitions have been included for reference and clarification purposes only)

- **Assured Workloads:** is a Google Cloud Platform (GCP) product which configures correct GCP controls as per the target compliance regime for the customers as described at the following hyperlink: <https://cloud.google.com/security/products/assured-workloads?e=48754805&hl=en>
- **Monetaries Module- Key capabilities:**
 - **Benefit Calculation:** Calculates benefit amounts based on state formulas including federal, military and out of state wages and claimant wage history.
 - **Payment Distribution:** Disburses benefit payments to claimants through various methods (direct deposit, debit card, etc.).
 - **Fraud Detection:** Implements measures to detect and prevent fraudulent claims.
 - **Overpayment Recovery:** Calculates and communicates and tracks the recovery of overpaid benefits.
 - **Fraud Penalty Recovery:** Calculates and manages penalties related to fraud.
 - **Charging:** Appropriately charge, update, and respond to adjustments in the charging of employers for the percent of the claim they are responsible for and communicating that information to other subsystems.
 - **Adjustments:** A modern system would need to be able to handle all retroactive adjustments, including to an old claim or adjustments to wages.
 - **Payments:** Process benefit payments, provide the ability to check balances, and provide a way to perform the appropriate checks and balances that can be performed prior to payment submission. Ability to authorize a payment (i.e., force pay).
 - **Claim Review:** Allows unemployment agency staff to review and process claims, verify eligibility, and make benefit determinations.
 - **Audit and Logging:** Implement measures to track all access and changes to the system to be able to respond to questions that are posed about the history of the claim, the changes made, and who made those changes and accessed the record.
 - **Data Integration / Conversion / Strategy:** As part of this project, a data conversion strategy needs to be identified that meets the reporting need, implementation of that strategy, and mechanism for cross referencing converted data to the existing data structure.
 - **Data/ Reporting:** Generates reports point in time on program performance, trends, and outcomes for internal and external stakeholders. The ability to follow a claimant from entry into the UI system until they exit the program.
 - **Analytics:** Uses data analysis tools to identify patterns, improve program efficiency, and inform policy decisions.
 - **New Paying Programs:** Ability to add new paying programs quickly and manage administration of these programs in a quick and efficient manner.

- o Administrative tool: Ability for business users to manage business rules through administrative tools rather than coding.
- **Monetaries Module- Integration with Other Systems (internal and external sources)**
These are a representative set of integrations. The final integration points/technical dependencies will be determined during the Workstream 1 activities.
 - o **External data sources:** Connects to the external data for verification purposes. Examples of sources include data matches with Social Security Administration (SSA), National Directory of New Hires (NDNH), State Directory of New Hires (SDNH), State Information Data Exchange System (SIDES), Interstate Connection Network (ICON), Equifax (payment adjustments), other state wage matches, US Bank (payment processing), direct payment updates, quarterly wage crossmatch, etc.
 - o **Internal Data sources:** Connects to state of Wisconsin internal systems for verification purposes. Examples of sources include data matches for Finalist (address verification), prisoner crossmatch, employment related program matches (DET JCW / RES / ASSET / reporting related [e.g., LAUS and QCEW]), public program crossmatches (CARES and KIDS, DOR, LIRC, WC, etc.), connection to on premise subsystems (UIBNET, SUITES, UI forms, claimant and employer portal, etc.), financial accounting and reconciliation steps where there is crossover between existing subsystems, etc.
 - o **National Directory of New Hires (NDNH)**
 - o **State Wage Records:** Connects to state wage records systems to verify claimant eligibility and calculate benefit amounts.
 - o **Other Government Agencies:** May integrate with other government systems (e.g., child support enforcement) for cross-program coordination.
- **Adjudication Module- Key capabilities:**
 - o **Fact Finding:** Collection of information to support any issues that have been identified on a claim, including submission of forms and notifications for proof.
 - o **Issue Resolution:** Ability to indicate resolution on an issue and have that change take effect and be communicated to other systems. Ability to modify an issue that was previously resolved.
 - o **Erroneous payments:** Calculate erroneous payment based on issue resolution.
 - o **Adjudication Workflow:** Modern solution (e.g. utilizing appropriate Google GenAI features) assists adjudicators in the resolution of issues.
- **Appeals System Module- Key capabilities**
 - o **Appeals Processing:** Manages the appeals process (both benefits and tax appeals), scheduling hearings (includes enhancements to the capability staff have with our current scheduler for e.g., claimant, employer and representative unavailability dates automatically uploaded from the portals, additional task tracking capability) , tracking decisions, and issuing Appeal Tribunal Decision(ATD) (includes building ATDs in the system, electronic ALJ signature, upload to claimant & employer portal – appeals and route to print if necessary. Automatic notifications to claimant and employer of steps in the appeals process. The system should update with ATD.
 - o **Document Management:** Communicates internally and with parties (claimants and employers) and stores and organizes claim-related documents, exhibits, ATDs, LIRC and court decisions and correspondence, additional on-demand report capabilities for appeals management, capability when UI creates a document in a language other than English, the same document is also sent out in English and both documents are stored. It also includes the ability to call parties for hearings, record and store hearing audio/video in a format that can be sent to LIRC and the parties.

- **Higher Level decisions:** Ability to enter higher authority decisions Labor Industry Review Commission and court decisions.
- **Correspondence Module- Key capabilities**
 - User Interface (UI):
 - Intuitive and user-friendly interface for creating, editing, and formatting documents.
 - Support for multiple document types (e.g., reports, letters, presentations).
 - Customizable templates for different document types and styles.
 - Available in multiple languages on-demand by user.
 - Text Editing and Formatting:
 - Rich text editing capabilities (e.g., font styles, sizes, colors, alignment).
 - Support for inserting images, tables, charts, and other multimedia elements.
 - Advanced formatting options (e.g., page layout, margins, headers, footers).
 - Collaboration and Version Control:
 - Real-time collaboration features to allow multiple users to work on the same document simultaneously.
 - Version history tracking to monitor changes made to the document over time.
 - Commenting and annotation tools for providing feedback and suggestions.
 - Integration and Compatibility:
 - Compatibility with popular document formats (e.g., Microsoft Word, PDF, HTML).
 - Integration with cloud storage services (e.g., Google Drive, Dropbox) for seamless file management.
 - API availability for integration with third-party applications or services.
 - Document Organization and Navigation:
 - Navigation tools (e.g., table of contents, bookmarks, hyperlinks) for easy document traversal.
 - Folder and file organization features to manage documents efficiently.
 - Search functionality to quickly locate specific content within documents.
 - Security and Privacy:
 - Encryption of documents to protect sensitive information.
 - User authentication mechanisms (e.g., password protection, access control) to prevent unauthorized access.
 - Compliance with applicable state and federal data protection regulations to ensure user privacy.
 - Export and Sharing:
 - Export options to save documents in various formats (e.g., Word, PDF, HTML).
 - Sharing capabilities to distribute documents via email, social media, or direct links.
 - Permission settings to control access and editing rights for shared documents.
 - Accessibility:
 - Compliance with accessibility standards (e.g., WCAG) to ensure usability for users with disabilities.
 - Support for assistive technologies (e.g., screen readers, keyboard navigation).
 - Performance and Scalability:
 - Fast response times and minimal downtime to ensure smooth user experience.
 - Scalability to handle large documents and increasing numbers of users.
 - Offline Access:
 - Capability to work on documents offline and sync changes when back online.
 - Offline storage options for accessing documents without an internet connection.

- Feedback and Support:
 - Channels for users to provide feedback and report issues.
 - Access to customer support resources (e.g., help center, FAQs, user guides).
- **Audit and Quality Assurance Functions**
 - Benefit Accuracy Management (BAM): Establishes the required data collection and workflows that are needed to complete the Benefit Accuracy Management performance management.
 - Performance Analysis and Reports: Primarily the BAM but establishes all other accuracy projects that may exist.
 - Payment Integrity: Establishes the required data collection and workflows that are needed to complete the payment integrity.
 - Ability to link to the reporting environment.
 - Ability for staff to securely and efficiently query data.
- **Batch Processing Analysis & Data Extracts**
 - Identity Verification Steps
- **DB2 Data Conversion and Migration**
 - **Claimant Portal:** System of record for the claimant portal today is a DB2 table, but the processing of the claimant portal is not. Additional research and discovery is needed to determine its dependency on the new Google cloud-native UI mod application.
 - **UIBNET:** UIBNET uses a large amount of data that is still in DB2 format. Additional research and discovery is needed to determine its dependency on the new Google cloud-native UI mod application.
- **Reporting requirements**

Foundational Elements to support the DWD's UI related Reporting requirements

 - The applicable UI application data stored within Customer's GCP (e.g. CloudSQL, BigQuery, etc.) will be formatted per DWD's documented requirements to support their end needs (e.g. reporting data required for both federally required reports and all internal operational needs.)
 - DWD assumes that once the data is properly formatted and accessible the reports and dashboards will be generated by DWD resources.
- **Security**
 - Implementation of appropriate measures to protect the confidentiality, integrity, and availability of the data, systems, and its components. This may include encryption, authentication, access control, and other security mechanisms as defined during the Technical Design activities.

2. Services

Google will perform the following activities for the Services under this SOW:

Workstream 1 – UI Modernization overall Discovery and Roadmap [8 weeks] [Scope of this Statement of Work]

- **Project Kick off:** Host project kickoff to start the engagement, set expectations and project

execution strategy.

- **Initial Discovery - As-Is State :**
 - Conduct daily discovery sessions (of up to 6 hrs per day) over the first two (2) weeks with Customer's team resources (e.g from development, data, security, mainframe and infrastructure teams), and review Customer provided previous UI modernization program data to assess the work completed on this modernization effort in more detail
 - Conduct reviews to consolidate the information obtained, discuss the as-is state and perform a high level gap analysis

- **Customer Discovery - To-Be State :**
 - Conduct daily discovery sessions (of up to 6 hrs / day) with the Customer stakeholders additional discovery sessions may be added, as needed and based on the items discovered during the initial sessions, as the time permits) to specifically :
 - Review previously documented features, requirements, system capabilities, and technical dependencies
 - Assess the Customer inputs and create a high-level notional product work inventory for each of the following modules:
 - **Monetaries Module:**
 - Review of Monetaries specific Epics and Stories.
 - Conduct level of effort analysis
 - Construct a high level design map with building blocks.
 - Monetaries- Key Integrations (Internal and External)
 - **Adjudications Module**
 - Review requirements of this module
 - Perform gap analysis and assess the level of effort.
 - Identify technical dependencies.
 - **Appeals Module**
 - Review requirements of this module
 - Perform gap analysis and assess the level of effort.
 - Identify technical dependencies.
 - **Correspondence Module**
 - Review requirements of this module
 - Perform gap analysis and assess the level of effort.
 - Identify technical dependencies.
 - **Audit and Quality Assurance Functions**
 - Review requirements of this module
 - Perform gap analysis and assess the level of effort.
 - Identify technical dependencies
 - **Batch Processing Analysis & Data Extracts Requirements**
 - The Customer will provide the mainframe related documentation in context of batch processing analysis and data extracts as it relates to the requirements for the new cloud-native application which shall include:
 - requirements related to any upstream data interfaces (the data that new GCP based UI application will be

Checkpoint #1- Discovery Completion Checkpoint (End of Week #8)

- Engage with the Customer to review the outcomes of the discovery activities, including the product roadmap and timelines.
- Determine if there is a need of additional discovery and assessment required to further clarify the requirements, especially any additional assessment related to the Customer's existing mainframe specific environment and its dependencies on the new Cloud native application development
- Consult with the key stakeholders and conduct DWD's readiness review based on prioritized scope, and corresponding timeline
- Perform an impact analysis on any material change from the initial scope of each of the application modules (Monetaries, Appeals, Adjudications, Correspondence, and Audit.) including the number and complexity of integrations, number and complexity of workflows, number and complexity of the reporting requirements
 - Google will provide options with a recommended course of action to meet the Goals and Scope for the workstreams laid out in this document and DWD will decide whether to accept those recommendations or to seek a different option that was presented by Google. Any re-prioritization or adjustment of the scope, roadmap, or project components will be approved by DWD.
 - Google will develop a change order as appropriate to update the scope of the work to be completed, timelines, and associated costs for the work to be performed in each section of this SOW.
- If additional time is needed, Google will notify the Customer.

Workstream 2: Monetaries Module- Development and Implementation

This Scope is subject to subsequent SOW agreed upon by the Parties based on the results of Workstream 1. The following is a guide of the projected work and may be subject to change. The final scope of Monetaries Module will be based on the refined scope developed at the end of the Workstream 1 of this project. This section is limited to the Google cloud-native custom development, testing, and implementation of Monetaries Module features identified during the discovery checkpoint in Workstream 1. The following are explicitly out of scope and will require separate scoping, estimation, and execution:

- Mainframe code reverse-engineering
- Mainframe code conversion, and/or code refactoring
- Lift/shift (re-hosting/re-platforming) from the mainframe environment to GCP
- Building any hybrid data integration platform between the legacy monetaries mainframe systems and the new GCP cloud environments (to support any ongoing legacy monetaries -related mainframe operations)

Sub-workstream 2.1 – Technical Design and product work inventory

This workstream will focus on more detailed requirements assessment, work Inventory refinement, technical design and implementation plan for the Monetaries Module; specific activities will include:

- Review the milestones and high-level Product Work inventory identified in the Workstream 1 and as agreed upon at the Checkpoint #1

- Review the Customer created Epics/user stories and create a detailed work inventory, and scenarios for each epic
 - Align the work Inventory items with the overall project plan
 - Engage with the Customer assigned product owner to review the details and further refine the user stories as needed.
- Determine the UI/UX (user interface design) strategy and engage with the Customer Product owner(s) on an overall user experience design alignment
- Review the technical dependencies, considerations, assumptions and constraints and the outcomes from the Workstream 1 activities to create a Technical Design Document (TDD) for the Monetaries Module
 - The TDD will include documentation on technical architecture, technical design considerations, leading practices and constraints, security configurations, dependencies, implementation, roll-out and deployment plan.
- Create/revise the project schedule for the development, testing and implementation of the Monetaries Module based on the outcomes of Workstream 1 and 2 activities.

Sub-workstream 2.2 - Solution Specific Environment and Key Integrations

- **GCP Environment:**
 - Leverage Customer's existing GCP environment and the existing UI modernization application environment already in place, as a starting point, for the development and implementation
 - Validate access to the existing application environment within Customer's GCP
 - Coordinate with the customer's Google Cloud Platform ("GCP") administrators to provision and set up any additionally required non-prod and prod environment components/services (as needed) for the application development, testing and implementation per the finalized TDD for the Monetaries module
 - Leverage existing Terraform scripts to set up the project environment.
 - Make adjustments to the Terraform scripts as needed
 - Leverage the existing network design for the cross data center connectivity with Customer's on-premises data center,
 - Implement network design/configuration changes, as defined in the Technical Design Document, and as needed for the solution implementation
 - Setup additionally required CI/CD, including the automated unit testing and code coverage tools, as part of the DevSecOps pipeline
 - Leverage any existing automation pipelines/tools, as appropriate
 - Setup the required data platforms services for data storage, processing, pipelines, orchestration and reporting (e.g., Cloud SQL, BigQuery, Data Flow, Looker etc.)
 - Security Controls and Compliance
 - Review the existing environment for Assured Workloads compliance.
 - Configure/modify the existing environment for Assured Workloads compliance, as needed.
 - Work with the Customer to design appropriate measures to protect the confidentiality, integrity, and availability of the data, systems, and its components. This includes encryption, authentication, access control, and

- Google team members, including our user experience (UX) designer(s), will engage with the Customer designated Product Owner and stakeholders to refine the wireframes and functional requirements as part of the sprint work Inventory refinements and sprint planning sessions
- Leverage agile based methodology and sprints schedule to develop and test the application features and functionality throughout the project
- Develop the application features per the features and product work Inventory items finalized at the Checkpoint 1 of this project
- Google will create wireframes representing each screen of the application; Parties will agree in a subsequent SOW to a number of review sessions including revisions.

- **Application Personas**
 - Design and implement an application for use by the select DWD internal personas/roles as identified during Workstream 1 of this project
 - The personas will engage with the system across the web user interfaces described below to review and complete their activities per the features and processes identified for the scope of this project in Workstream 1

- **Application Features and Processes**
 - Configure and refine the required web-based user interfaces as part of the solution
 - The interfaces will be built to cover the unique requirements for applicable DWD internal personas and will cover the key processes and features as finalized in the Workstream 1 of this project

- **Workflows**
 - Leverage various integrations to develop and test workflows to support the business processes across the application features identified above and as finalized in the workstream 1 of this project
 - The current estimate is based on the development of an estimated total of twenty (20) unique workflows with an average of ten (10) steps each across various features identified for the Monetaries module

- **Data Pipelines and Orchestration**
 - Leverage the integration with Customer's on-premises DB2 backend monetaries system to ingest the active claims data
 - The new claims data will be captured in the new GCP based application, once it is released in production
 - The data related to the "active claims" will be required for the business continuity
 - This data migration will be limited to the active claims data only and the historical monetaries data will not be part of this migration
 - Setup a data ingestion pipeline and data orchestration flow to ingest, and process the data to a suitable Google cloud architecture
 - Ensure the data pipeline and orchestration includes connectivity with the new GCP based Monetaries database , so the newly captured data is available for reporting, as needed

Application Testing and Deployments

- Leverage CI/CD pipelines and DevSecOps based approach for continuous unit testing, and deployments to the non-production environments
 - Create unit tests and conduct unit tests as part of the development cycle
- Create test plans for the functional testing and integration testing
- Iteratively perform functional and integration testing as the functionality is developed and released to the test environment
- Refine and expand the test cases as the new capabilities are developed and deployed in test environment
- Leverage automated testing for the functional and integration tests
- Conduct end to end integration testing once all components of the system are built
- Create test reports and share those with the appropriate Customer stakeholders during the sprint activities
- Deploy the application to the UAT environment for the Customer testing and feedback

User Acceptance Testing

- Collaborate with the Customer and provide required application walkthroughs to assist them with the development of functional test cases
 - Delivered iteratively during UAT sprint cycles to support Customer testing and rollout planning
- Collaborate with DWD on the development of the user acceptance plan
- Work jointly with the Customer to facilitate end-to-end user acceptance testing in order to ensure the definition of done has been met for each user story
- Review the UAT results documented by the Customer
 - Resolve defects
- Engage with the Customer to review the final UAT results to ensure the application's production readiness

Sub-workstream 2.4 - Production Roll-out and Enablement

Production Roll-out

- Create a cutover plan to seamlessly move from the current mainframe-based system to the new solution.
- Plan jointly with the Customer project teams to create a detailed rollout process and document dependencies based on UAT functionality released during each sprint.
- Create deployment and production release plan
- Perform the first-time production deployment of the solution in a new Production environment
 - Advise the customer on the incremental production releases
- Configure monitoring and logging for the Production environment
- Share technical documentation with the Customer

Enablement and Knowledge Transfer

- Create Administrator and Train the Trainer training guides.
Collaborate with the Customer to create the required training materials; review Customer's inputs/changes and feedback to refine the training materials
 - Application Specific-
 - These will be created in either presentation or document format and are not

intended to be a full click-by-click user manual but rather a high-level guide to orient users to the delivered solution and how to use the major functionality. Materials will be created in English only.

- Technical-
 - Provide the final Technical Design Document (TDD) and conduct a detailed walk through for the Application
 - Provide App handoff and instruction to the Customer's IT staff to transition the application to a production environment, and own application maintenance and future updates
- Conduct three (3) sessions of maximum two (2) hours each to demonstrate development capabilities to Customer admins so that they may make future changes and maintain the app
 - Separate Security/networks related sessions can be conducted, as needed
- Conduct five (5) sessions of maximum two (2) hours to provide Application/System training for the agency Champions (identified when Google creates the Train the Trainer model).
 - Google assumes that Customer champions will be involved throughout the project and will have inputs to and access to the detailed requirements work inventory, sprint reports, project code and other technical artifacts

Scope Checkpoint #2

This second formal checkpoint (and not a full discovery) will occur prior to the beginning of development work on any of the other modules or requirements described in the remaining workstreams of this document (Appeals, Adjudication, correspondence, etc.). This checkpoint will be used to re-confirm the accuracy of Epics/user stories for the remaining workstreams.

- Conduct two (2) one (1) hour sessions with the Customer to review the work inventory, and requirements (from the Workstream 1) for the remaining application modules; including the product roadmap and timelines
 - Validate if the work inventory and technical dependencies are still accurate
 - Determine if there is a need of additional discovery and assessment required to further clarify the requirements, especially any additional assessment related to the Customer's existing mainframe specific environment and its dependencies on the new Cloud native application development
 - Consult with the key stakeholders and conduct DWD's readiness review based on prioritized scope, and corresponding timeline
- Perform an impact analysis on any material change from the initial scope of each of the remaining application modules (Appeals, Adjudications, Correspondence, and Audit.) including the number and complexity of integrations, number and complexity of workflows, number, complexity of the reporting dashboards and/or time required for any additional discovery
 - Google will provide options with a recommended course of action to meet the Goals and Scope for the workstreams #3, 4, 5 and 6 as laid out in this document and DWD will decide whether to accept those recommendations or to seek a different option that was presented by Google. Any re-prioritization or adjustment of the scope, roadmap, or project components will be approved by DWD.
 - Develop a change order as appropriate to update the scope of the work to be completed, timelines, and associated costs for the work to be performed

in each section of this SOW.

- Engage with the key stakeholders (including the stakeholders from DOA) and conduct DWD's readiness review based on prioritized scope, and corresponding timeline

—End of workstream 2 —

Additional Modules- Workstreams 3, 4, 5 and 6

The final scope workstreams (#3, 4, 5 and 6) will be based on the refined scope developed at the end of the Workstream 1 of this project and as re-validated at the Scope Checkpoint #2.

This section is limited to the Google cloud-native development, testing, and implementation of requirements identified during the discovery checkpoint in work stream 1 and as validated at Checkpoint #2. The following are explicitly out of scope for this work stream and will require separate scoping, estimation, and execution:

- Mainframe code reverse-engineering
- Mainframe code conversion
- Lift/shift (re-platforming) from the mainframe environment to GCP
- Building any hybrid data integration platform between the modules-specific legacy mainframe systems and the corresponding new GCP cloud environments (to support any ongoing legacy mainframe operations)

Workstream 3: Adjudication Module

This Scope is subject to subsequent SOW agreed upon by the Parties based on the results of Workstream 1. The following is a guide of the projected work and may be subject to change. This workstream will focus on the development and implementation of the Appeals and Adjudication Module(s) with an objective to provide the following key capabilities (These are Customer requirements, as defined during the pre-sales process and prior to the project start. These definitions/requirements are subject to change based on the outcomes of Discovery Workstream):

- Adjudications
 - Fact Finding
 - Issue Resolution
 - Erroneous Payments

Design and Work Inventory

These activities will focus on more detailed requirements assessment, work Inventory refinement, technical design and implementation plan for the Adjudication Module; specific activities will include:

- Review the milestones and high-level inventory identified in the Workstream 1 and as agreed upon at the Checkpoints #1 and/or #2
- Create a detailed work inventory, user stories and scenarios for each epic
 - Align the work Inventory items with the overall project plan
 - Engage with the Customer assigned product owner to review the details and further refine the user stories as needed
- Review the technical dependencies, considerations, assumptions and constraints and the outcomes from the Workstream 1 activities to create a Technical Design Document (TDD) for the Adjudication Module
 - The TDD will include documentation on technical architecture, design considerations, leading practices and constraints

GCP Environment Setup

- Leverage the Customer's existing GCP environment and provision the resources required for the Adjudication module
 - Utilize Terraform and DevSecOps based methodology to iteratively develop, test and deploy the application code
- Setup the required security, monitoring and logging for the Adjudication module environment

Key Integrations

- Key Systems (Customer's Internal and External)
 - Review the technical dependencies and integrations with Customer's other internal and external systems as finalized at Checkpoint #1 and/or #2 and as per TDD for this module
 - The current estimate is based on an estimated total of five (5) API based integrations. The final number and list of internal and external integrations will be identified during the Workstream 1 (Discovery) and/or at Checkpoint #2
 - Establish connectivity with an estimated total of five (5) relevant Customer systems (e.g., SUITES, UIBNET, SIDES)
 - For each system
 - Engage with the system owners as facilitated by the immediate Customer POCs to discuss the integration requirements
 - Configure the integrations
 - Test and validate the access to the data as required for the features and functionalities of the Adjudication module(s) of the application

Development and Testing

- Leverage agile software development methodology to iteratively build various features and functionalities of this application module
- Google will create wireframes representing each screen of the application; Parties will agree in a subsequent SOW to a number of review sessions including revisions.
- **Application Personas**
 - Design and implement an application for use by the select DWD internal personas/roles as identified during Workstream 1 and/ validated at Checkpoint #2 of this project
 - The personas will engage with the system across the web user interfaces described below to review and complete their activities per the features and processes identified for the scope of this project
- **Application Features and Processes**
 - Configure and refine the required web-based user interfaces as part of the solution
 - The interfaces will be built to cover the unique requirements for applicable DWD internal personas and will cover the key processes and features as finalized in the Workstream 1 and/ validated at Checkpoint #2 of this project

- **Workflows**

- Leverage various integrations to develop and test workflows to support the business processes across the application features identified above and as finalized in the workstream 1 and/ validated at Checkpoint #2 of this project
 - The current estimate is based on the development of an estimated total of five (5) unique workflows with an average of ten (10) steps each across various features identified for the Adjudication module

Application Testing and Deployments

- Leverage CI/CD pipelines and DevSecOps based approach for continuous unit testing, and deployments to the non-production environments
 - Create unit tests and conduct unit tests as part of the development cycle
- Create test plans for the functional testing and integration testing
- Iteratively perform functional and integration testing as the functionality is developed and released to the test environment
- Refine and expand the test cases as the new capabilities are developed and deployed in test environment
- Leverage automated testing for the functional and integration tests
- Conduct end to end integration testing once all components of the system are built
- Create test reports and share those with the appropriate Customer stakeholders during the sprint activities
- Deploy the application to the UAT environment for the Customer testing and feedback

User Acceptance Testing

- Collaborate with the Customer and provide required application walkthroughs to assist them with the development of functional test cases
 - Delivered iteratively during UAT sprint cycles to support Customer testing and rollout planning
- Collaborate with DWD on the development of the user acceptance plan
- Work jointly with the Customer to facilitate end-to-end user acceptance testing in order to ensure the definition of done has been met for each user story
- Review the UAT results documented by the Customer
 - Resolve defects
- Engage with the Customer to review the final UAT results to ensure the application's production readiness

Production Roll-out

- Create a cutover plan to seamlessly move from the current mainframe-based system to the new solution
- Plan jointly with the Customer project teams to create a detailed rollout process and document dependencies based on UAT functionality released during each sprint.
- Create deployment and production release plan
- Advise the customer on the production deployment of the solution in an existing Production environment
- Configure monitoring and logging for the Production environment
- Share technical documentation with the Customer

Enablement

- Create Administrator and Train the Trainer training guides.
Collaborate with the Customer to create the required training materials; review Customer's inputs/changes and feedback to refine the training materials
 - Application Specific-
 - These will be created in either presentation or document format and are not intended to be a full click-by-click user manual but rather a high-level guide to orient users to the delivered solution and how to use the major functionality. Materials will be created in English only.
 - Technical-
 - Provide the final Technical Design Document (TDD) and conduct a detailed walk through for the Application
 - Provide App handoff and instruction to the Customer's IT staff to transition the application to a production environment, and own application maintenance and future updates
- Conduct two (2) sessions of maximum two (2) hours each to demonstrate development capabilities to Customer admins so that they may make future changes and maintain the app
 - Separate Security/networks related sessions can be conducted, as needed
- Conduct three (3) sessions of maximum two (2) hours to provide Application/System training for the agency Champions (identified when we create the Train the Trainer model).
 - Google assumes Customer champions will be involved throughout the project and will have inputs to and access to the detailed requirements work inventory, sprint reports, project code and other technical artifacts

Workstream 4: Appeals Module

This workstream will focus on the development and implementation of the Appeals Module with an objective to provide the following key capabilities (These are Customer requirements, as defined during the pre-sales process and prior to the project start. These definitions/requirements are subject to change based on the outcomes of Discovery Workstream):

- Appeals
 - Appeals Processing
 - Document Management

Design and Work Inventory

These activities will focus on more detailed requirements assessment, work Inventory refinement, technical design and implementation plan for the Appeals Module; specific activities will include:

- Review the milestones and high-level inventory identified in the Workstream 1 and as agreed upon at the Checkpoints #1 and/or #2
- Create a detailed work inventory, user stories and scenarios for each epic
 - Align the work Inventory items with the overall project plan
 - Engage with the Customer assigned product owner to review the details and further refine the user stories as needed
- Review the technical dependencies, considerations, assumptions and constraints and the outcomes from the Workstream 1 activities to create a Technical Design Document (TDD) for the Appeals Module
 - The TDD will include documentation on technical architecture, design considerations, leading practices and constraints

GCP Environment Setup

- Leverage the Customer's existing GCP environment and provision the resources required for the Appeals module
 - Utilize Terraform and DevSecOps based methodology to iteratively develop, test and deploy the application code
- Setup the required security, monitoring and logging for the Appeals module environment

Key Integrations

- Key Systems (Customer's Internal and External)
 - Review the technical dependencies and integrations with Customer's other internal and external systems as finalized at Checkpoint #1 and/or #2 and as per TDD for this module
 - The current estimate is based on an estimated total of five (5) API based integrations. The final number and list of internal and external integrations will be identified during the Workstream 1 (Discovery) and/or at Checkpoint #2
 - Establish connectivity with an estimated total of five (5) relevant Customer systems (e.g., SUITES, UIBNET, SIDES)
 - For each system
 - Engage with the system owners as facilitated by the immediate Customer POCs to discuss the integration requirements
 - Configure the integrations
 - Test and validate the access to the data as required for the features and functionalities of the Appeals module of the application

Development and Testing

- Leverage agile software development methodology to iteratively build various features and functionalities of this application module
- Google will create wireframes representing each screen of the application; Parties will agree in a subsequent SOW to a number of review sessions including revisions.
- **Application Personas**
 - Design and implement an application for use by the select DWD internal personas/roles as identified during Workstream 1 and/ validated at Checkpoint #2 of this project
 - The personas will engage with the system across the web user interfaces described below to review and complete their activities per the features and processes identified for the scope of this project
- **Application Features and Processes**
 - Configure and refine the required web-based user interfaces as part of the solution
 - The interfaces will be built to cover the unique requirements for applicable DWD internal personas and will cover the key processes and features as finalized in the Workstream 1 and/ validated at Checkpoint #2 of this project

- **Workflows**

- Leverage various integrations to develop and test workflows to support the business processes across the application features identified above and as finalized in the workstream 1 and/ validated at Checkpoint #2 of this project
 - The current estimate is based on the development of an estimated total of five (5) unique workflows with an average of ten (10) steps each across various features identified for the Appeals module

Application Testing and Deployments

- Leverage CI/CD pipelines and DevSecOps based approach for continuous unit testing, and deployments to the non-production environments
 - Create unit tests and conduct unit tests as part of the development cycle
- Create test plans for the functional testing and integration testing
- Iteratively perform functional and integration testing as the functionality is developed and released to the test environment
- Refine and expand the test cases as the new capabilities are developed and deployed in test environment
- Leverage automated testing for the functional and integration tests
- Conduct end to end integration testing once all components of the system are built
- Create test reports and share those with the appropriate Customer stakeholders during the sprint activities
- Deploy the application to the UAT environment for the Customer testing and feedback

User Acceptance Testing

- Collaborate with the Customer and provide required application walkthroughs to assist them with the development of functional test cases
 - Delivered iteratively during UAT sprint cycles to support Customer testing and rollout planning
- Collaborate with DWD on the development of the user acceptance plan
- Work jointly with the Customer to facilitate end-to-end user acceptance testing in order to ensure the definition of done has been met for each user story
- Review the UAT results documented by the Customer
 - Resolve defects
- Engage with the Customer to review the final UAT results to ensure the application's production readiness

Production Roll-out

- Create a cutover plan to seamlessly move from the current mainframe-based system to the new solution
- Plan jointly with the Customer project teams to create a detailed rollout process and document dependencies based on UAT functionality released during each sprint.
- Create deployment and production release plan
- Advise the customer on the production deployment of the solution in an existing Production environment
- Configure monitoring and logging for the Production environment
- Share technical documentation with the Customer

Enablement

- Create Administrator and Train the Trainer training guides.
Collaborate with the Customer to create the required training materials; review Customer's inputs/changes and feedback to refine the training materials
 - Application Specific-
 - These will be created in either presentation or document format and are not intended to be a full click-by-click user manual but rather a high-level guide to orient users to the delivered solution and how to use the major functionality. Materials will be created in English only.
 - Technical-
 - Provide the final Technical Design Document (TDD) and conduct a detailed walk through for the Application
 - Provide App handoff and instruction to the Customer's IT staff to transition the application to a production environment, and own application maintenance and future updates
- Conduct two (2) sessions of maximum two (2) hours each to demonstrate development capabilities to Customer admins so that they may make future changes and maintain the app
 - Separate Security/networks related sessions can be conducted, as needed
- Conduct three (3) sessions of maximum two (2) hours to provide Application/System training for the agency Champions (identified when we create the Train the Trainer model).
 - Google assumes Customer champions will be involved throughout the project and will have inputs to and access to the detailed requirements work inventory, sprint reports, project code and other technical artifacts

Workstream 5: Correspondence Module

This Scope is subject to subsequent SOW agreed upon by the Parties based on the results of Workstream 1. The following is a guide of the projected work and may be subject to change. This workstream will focus on the development and implementation of the Correspondence Module with an objective to provide the following key capabilities (These are Customer requirements, as defined during the pre-sales process and prior to the project start. These definitions/requirements are subject to change based on the outcomes of Discovery Workstream):

- Decision messaging
- Text Editing and Formatting
- Collaboration and Version Control:
- Storage and document formats -Integration and Compatibility
- Document Organization and Navigation
- Export and Sharing
- Accessibility
- All forms and correspondence that is sent out to employers, claimants, and other interested parties.

Design and Work Inventory

These activities will focus on more detailed requirements assessment, work Inventory refinement, technical design and implementation plan for the Correspondence Module; specific activities will include:

- Review the milestones and high-level inventory identified in the Workstream 1 and as agreed upon at the Checkpoints #1 and/or validated at #2
- Create a detailed work inventory, user stories and scenarios for each epic
 - Align the work Inventory items with the overall project plan
 - Engage with the Customer assigned product owner to review the details and further refine the user stories as needed
- Review the technical dependencies, considerations, assumptions and constraints and the outcomes from the Workstream 1 activities to create a Technical Design Document (TDD) for the Correspondence Module
 - The TDD will include documentation on technical architecture, design considerations, leading practices and constraints

GCP Environment Setup

- Leverage the Customer's existing GCP environment and provision the resources required for the Appeals module
 - Utilize Terraform and DevSecOps based methodology to iteratively develop, test and deploy the application code
- Setup the required security, monitoring and logging for the Correspondence module environment

Key Integrations

- Key Systems (Customer's Internal and External)
 - Review the technical dependencies and integrations with Customer's other internal and external systems as finalized at Checkpoint #1 and/or #2 and as per TDD for this module
 - The current estimate is based on an estimated total of three (3) API based integrations. The final number and list of internal and external integrations will be identified during the Workstream 1 (Discovery) and/or at Checkpoint #2
 - Establish connectivity with an estimated total of three (3) Customer systems
 - For each system
 - Engage with the system owners as facilitated by the immediate Customer POCs to discuss the integration requirements
 - Configure the integrations
 - Test and validate the access to the data as required for the features and functionalities of the Correspondence Module of the application

Development and Testing

- Leverage agile software development methodology to iteratively build various features and functionalities of this application module
- Google will create wireframes representing each screen of the application; Parties will agree in a subsequent SOW to a number of review sessions including revisions.
- **Application Personas**
 - Design and implement an application for use by the select DWD internal

personas/roles as identified during Workstream 1 and/ validated at Checkpoint #2 of this project

- The personas will engage with the system across the web user interfaces described below to review and complete their activities per the features and processes identified for the scope of this project

- **Application Features and Processes**

- Configure and refine the required web-based user interfaces as part of the solution
- The interfaces will be built to cover the unique requirements for applicable DWD internal personas and will cover the key processes and features as finalized in the Workstream 1 and/ validated at Checkpoint #2 of this project

- **Workflows**

- Leverage various integrations to develop and test workflows to support the business processes across the application features identified above and as finalized in the workstream 1 and/ validated at Checkpoint #2 of this project
 - The current estimate is based on the development of an estimated total of five (5) unique workflows with an average of ten (10) steps each across various features identified for the Correspondence module

Application Testing and Deployments

- Leverage CI/CD pipelines and DevSecOps based approach for continuous unit testing, and deployments to the non-production environments
 - Create unit tests and conduct unit tests as part of the development cycle
- Create test plans for the functional testing and integration testing
- Iteratively perform functional and integration testing as the functionality is developed and released to the test environment
- Refine and expand the test cases as the new capabilities are developed and deployed in test environment
- Leverage automated testing for the functional and integration tests
- Conduct end to end integration testing once all components of the system are built
- Create test reports and share those with the appropriate Customer stakeholders during the sprint activities
- Deploy the application to the UAT environment for the Customer testing and feedback

User Acceptance Testing

- Collaborate with the Customer and provide required application walkthroughs to assist them with the development of functional test cases
 - Delivered iteratively during UAT sprint cycles to support Customer testing and rollout planning
- Collaborate with DWD on the development of the user acceptance plan
- Work jointly with the Customer to facilitate end-to-end user acceptance testing in order to ensure the definition of done has been met for each user story
- Review the UAT results documented by the Customer
 - Resolve defects
- Engage with the Customer to review the final UAT results to ensure the application's

production readiness

Production Roll-out

- Create a cutover plan to seamlessly move from the current mainframe-based system to the new solution
- Plan jointly with the Customer project teams to create a detailed rollout process and document dependencies based on UAT functionality released during each sprint.
- Create deployment and production release plan
- Advise the customer on the production deployment of the solution in an existing Production environment
- Configure monitoring and logging for the Production environment
- Share technical documentation with the Customer

Enablement

- Create Administrator and Train the Trainer training guides.
Collaborate with the Customer to create the required training materials; review Customer's inputs/changes and feedback to refine the training materials
 - Application Specific-
 - These will be created in either presentation or document format and are not intended to be a full click-by-click user manual but rather a high-level guide to orient users to the delivered solution and how to use the major functionality. Materials will be created in English only.
 - Technical-
 - Provide the final Technical Design Document (TDD) and conduct a detailed walk through for the Application
 - Provide App handoff and instruction to the Customer's IT staff to transition the application to a production environment, and own application maintenance and future updates
- Conduct two (2) sessions of maximum two (2) hours each to demonstrate development capabilities to Customer admins so that they may make future changes and maintain the app
 - Separate Security/networks related sessions can be conducted, as needed
- Conduct three (3) sessions of maximum two (2) hours to provide Application/System training for the agency Champions (identified when we create the Train the Trainer model).
 - We assume that most of these Customer champions will be involved throughout the project and will have inputs to and access to the detailed requirements work inventory, sprint reports, project code and other technical artifacts

Workstream 6: Audit and Quality Assurance Module

This workstream will focus on the development and implementation of the Audit and Quality Assurance Module with an objective to provide the following key capabilities (These are Customer requirements, as defined during the pre-sales process and prior to the project start. These definitions/requirements are subject to change based on the outcomes of Discovery Workstream):

- Benefit Accuracy Management (BAM)
- Performance Analysis and Reports
- Payment Integrity

Design and Work Inventory

These activities will focus on more detailed requirements assessment, work Inventory refinement, technical design and implementation plan for the Audit and QA Module; specific activities will include:

- Review the milestones and high-level inventory identified in the Workstream 1 and as agreed upon at the Checkpoints #1 and/or #2
- Create a detailed work inventory, user stories and scenarios for each epic
 - Align the work Inventory items with the overall project plan
 - Engage with the Customer assigned product owner to review the details and further refine the user stories as needed
- Review the technical dependencies, considerations, assumptions and constraints and the outcomes from the Workstream 1 activities to create a Technical Design Document (TDD) for the Audit and QA Module
 - The TDD will include documentation on technical architecture, design considerations, leading practices and constraints

GCP Environment Setup

- Leverage the Customer's existing GCP environment and provision the resources required for the Audit and QA module
 - Utilize Terraform and DevSecOps based methodology to iteratively develop, test and deploy the application code
- Setup the required security, monitoring and logging for the Audit and QA module environment

Key Integrations

- Key Systems (Customer's Internal and External)
 - The current estimate is based on an estimated total of three (3) API based integrations. The final number and list of internal and external integrations will be identified during the Workstream 1 (Discovery) and/or at Checkpoint #2
 - Review the technical dependencies and integrations with Customer's other internal and external systems as finalized at Checkpoint #1 and/or #2 and as per TDD for this module
 - Establish connectivity with an estimated total of three (3) Customer systems
 - For each system
 - Engage with the system owners as facilitated by the immediate Customer POCs to discuss the integration requirements
 - Configure the integrations
 - Test and validate the access to the data as required for the features and functionalities of the module of the application

Development and Testing

- Leverage agile software development methodology to iteratively build various features and functionalities of this application module
- Google will create wireframes representing each screen of the application; Parties will agree in a subsequent SOW to a number of review sessions including revisions.
- **Application Personas**

- Design and implement an application for use by the select DWD internal personas/roles as identified during Workstream 1 and/ validated at Checkpoint #2 of this project
 - The personas will engage with the system across the web user interfaces described below to review and complete their activities per the features and processes identified for the scope of this project
- **Application Features and Processes**
 - Configure and refine the required web-based user interfaces as part of the solution
 - The interfaces will be built to cover the unique requirements for applicable DWD internal personas and will cover the key processes and features as finalized in the Workstream 1 and/ validated at Checkpoint #2 of this project
- **Workflows**
 - Leverage various integrations to develop and test workflows to support the business processes across the application features identified above and as finalized in the workstream 1 and/ validated at Checkpoint #2 of this project
 - The current estimate is based on the development of an estimated total of five (5) unique workflows with an average of ten (10) steps each across various features identified for this module

Application Testing and Deployments

- Leverage CI/CD pipelines and DevSecOps based approach for continuous unit testing, and deployments to the non-production environments
 - Create unit tests and conduct unit tests as part of the development cycle
- Create test plans for the functional testing and integration testing
- Iteratively perform functional and integration testing as the functionality is developed and released to the test environment
- Refine and expand the test cases as the new capabilities are developed and deployed in test environment
- Leverage automated testing for the functional and integration tests
- Conduct end to end integration testing once all components of the system are built
- Create test reports and share those with the appropriate Customer stakeholders during the sprint activities
- Deploy the application to the UAT environment for the Customer testing and feedback

User Acceptance Testing

- Collaborate with the Customer and provide required application walkthroughs to assist them with the development of functional test cases
 - Delivered iteratively during UAT sprint cycles to support Customer testing and rollout planning
- Collaborate with DWD on the development of the user acceptance plan
- Work jointly with the Customer to facilitate end-to-end user acceptance testing in order to ensure the definition of done has been met for each user story
- Review the UAT results documented by the Customer
 - Resolve defects

- Engage with the Customer to review the final UAT results to ensure the application's production readiness

Production Roll-out

- Create a cutover plan to seamlessly move from the current mainframe-based system to the new solution
- Plan jointly with the Customer project teams to create a detailed rollout process and document dependencies based on UAT functionality released during each sprint.
- Create deployment and production release plan
- Advise the customer on the production deployment of the solution in an existing Production environment
- Configure monitoring and logging for the Production environment
- Share technical documentation with the Customer

Enablement

- Create Administrator and Train the Trainer training guides.
Collaborate with the Customer to create the required training materials; review Customer's inputs/changes and feedback to refine the training materials
 - Application Specific-
 - These will be created in either presentation or document format and are not intended to be a full click-by-click user manual but rather a high-level guide to orient users to the delivered solution and how to use the major functionality. Materials will be created in English only.
 - Technical-
 - Provide the final Technical Design Document (TDD) and conduct a detailed walk through for the Application
 - Provide App handoff and instruction to the Customer's IT staff to transition the application to a production environment, and own application maintenance and future updates
- Conduct two (2) sessions of maximum two (2) hours each to demonstrate development capabilities to Customer admins so that they may make future changes and maintain the app
 - Separate Security/networks related sessions can be conducted, as needed
- Conduct two (2) sessions of maximum two (2) hours to provide Application/System training for the agency Champions (identified when we create the Train the Trainer model).
 - We assume that most of these Customer champions will be involved throughout the project and will have inputs to and access to the detailed requirements work inventory, sprint reports, project code and other technical artifacts

Workstream 7: Post Deployment Hypercare

This Scope is subject to subsequent SOW agreed upon by the Parties based on the results of Workstream 1. The following is a guide of the projected work and may be subject to change. Provide support on the functionality delivered as part of the application solution for up to one (1) month immediately following the production release and provide defect resolution based on user feedback. (If desired by the Customer, this timeframe can be increased from one (1) month to up to a total of three (3) months via a Change Order)

- Hypercare includes monitoring the Solution after the final production deployment and logging and correcting any defects identified by users/Customer stakeholders.
- During this period, we will provide Tier 2 support which is defined as the resolution of solution defects that have been first triaged and validated by the Customer team (“Tier 1 team”) against a delivered user story where the defined acceptance criteria are no longer met. We will also recreate these defects to add details to user stories as needed.
- The Customer Tier 1 team will submit requests through email or using an agreed upon method (e.g., project tracking tool), or when required, a direct telephone call can be coordinated.
- Team will respond to the support requests during the business hours and provide an estimated time for completion of the requested work or a request for further clarification on the request to facilitate resolution.

Google will NOT perform the following tasks:

- Be responsible for any required GCP security audit including related testing / assessment or any required compliance certifications apart from those mentioned in the scope.
- Be responsible for the Organization Change Management (OCM) associated with Customer stakeholders, Users or others as a part of the change associated with this SOW.
- Access live production environment or make any changes to Customer’s existing production environment(s)
 - Modify data, systems, or code in Customer production environments
- Build APIs/ end points or backend database integration outside of the current scope
- Any development work outside of the Customer’s Google Cloud Environment
- Decommission existing Customer solutions or services
- The Customer will not expose Google personnel to data classified as Criminal Justice Information (CJI), Personal Health Information (PHI), IRS Pub 1075, or Family Educational Rights and Privacy Act (FERPA) data at any time during this engagement
- Leverage AI tools to generate code for the application modules.
- Expose any data processed or content generated by AI tools outside of the Customer’s GCP environment.
- The following are explicitly out of scope for this work stream and will require separate scoping, estimation, and execution:
 - Mainframe code conversion and/or code refactoring
 - Lift/shift (re-hosting/re-platforming) from the mainframe environment to GCP
 - Building any hybrid data integration platform between mainframe and cloud environments
 - Any reverse engineering activities to generate system requirements from the Customer’s mainframe environment
 - Be responsible for evaluating or maintaining the data sources used in Customers' system
- Post Production Hypercare
 - Development of any new enhancements/features during the post production hypercare
 - Perform any tier-1 support and/or production support

Timelines

The following time frames are estimates based on our current understanding and per the scope described in the above workstreams of this scope document. The timelines, level of effort, technical dependencies, workflows, requirements and work inventory will be reviewed at the Checkpoint #1 and #2 and any required timeline/scope and pricing adjustments will be made accordingly.

Scope Section/Workstream	Estimated Timeframe
Workstream 1: Initial Discovery and Roadmap	8 weeks
*The following timeframes are subject to change based on the outcomes of Workstream 1	
Workstream 2: Monetaries Module- Development and Implementation	TBD weeks
Workstream 3: Adjudication Module Workstream 4: Appeals Module	TBD weeks
Workstream 5: Correspondence Module	TBD weeks
Workstream 6: Audit and Quality Assurance Module	TBD weeks
Workstream 7: Post Deployment- Hypercare	TBD weeks
Total Estimated timeframe assuming sequential delivery of the workstreams. These timelines will be adjusted after the discovery and checkpoints	52 weeks

*Workstreams 2-6 are subject to subsequent SOWs based upon the outcomes of Workstream 1.

Google will confirm completion of the following Milestones during the delivery of this Program, subject to the discussions regarding subsequent SOWs for Workstreams 2 - 6:

Milestone	Description	Percentage of Total Engagement
#1	Completion of Workstream 1	5%
#2	Completion of sub-workstream 2.1	2%
#3	Sub-workstream 2.2 Iteration #1 Sub-workstream 2.3 Iteration #1	8%
#4	Sub-workstream 2.2 Iteration #2 Sub-workstream 2.3 Iteration #2	10%

#5	Sub-workstream 2.2 Iteration #3 Sub-workstream 2.3 Iteration #3	10%
#6	Completion of Sub-Workstream 2.2 and 2.3	10%
#7	Completion of Workstream 2.4	5%
#8	Completion of all activities under Workstream 2	5%
#9	Workstream 3 - Iteration 1	4%
#10	Workstream 3 - Iteration 2	4%
#11	Completion of Workstream 3	4%
#12	Workstream 4 - Iteration 1	4%
#13	Workstream 4 - Iteration 2	4%
#14	Completion of Workstream 4	4%
#15	Workstream 5 - Iteration 1	4%
#16	Workstream 5 - Iteration 2	4%
#17	Completion of Workstream 5	2%
#18	Workstream 6 - Iteration 1	3%
#19	Workstream 6 - Iteration 2	3%
#20	Completion of Workstream 6	2%
#21	Completion of Workstream 7	3%

Requests for Services or development work outside those outlined in Section 2 or delays in Customer activities as described in Section 5 may result in delays and may increase the amount charged for the work described in this SOW.

3. Deliverables

Google will provide the Deliverables required under Workstream 1 during the term of the initial SOW. The Parties may execute subsequent SOWs for the other Workstreams based upon the results of Workstream 1, with appropriate timeframes established within those subsequent SOWs.

Deliverable	Description/Acceptance Criteria
Workstream 1	
Discovery summary document	Detailed document which explains the work previously completed. Outline of transfer of technical work to Customer and Google.
Product roadmap	Create an overall project roadmap including systems dependencies, milestones and high-level implementation approach recommendation per the outcomes of the discovery activities and the data provided by the Customer.
Project structure model	A detailed project delivery structure outline which includes project management framework, roles and responsibilities etc. By the end of the eight week Discovery period DWD and Google will agree on a project delivery structure together.
*Workstreams 2 [Monetaries Module]	
Project Charter	A detailed document defining the delivery milestones and project plan that is mutually agreed upon.
Technical Design Document (TDD)	Technical design, including the documentation on design considerations, GCP components/services, integrations, security configurations, and dependencies, implementation, roll-out and deployment plan. The TDD also includes architecture diagram, applicable leading GCP practices, approach for testing, promotion of changes from non-production to production environments
Application Code	The UI modernization application code developed during the project
Terraform Scripts	Infrastructure as a Code scripts for the infrastructure automation
Testing Documentation	Documentation including overall testing management approach, testing strategy and test reports
User Guide and Training Material	Project transition-out documentation that includes user guides and training documentation
Status Reports	Weekly/Monthly Status reports
*Workstreams 3 [Adjudication Module]	

Project Charter	A detailed document defining the delivery milestones and project plan that is mutually agreed upon.
Technical Design Document (TDD)	Technical design, including the documentation on design considerations, GCP components/services, integrations, security configurations, and dependencies, implementation, roll-out and deployment plan. The TDD also includes architecture diagram, applicable leading GCP practices, approach for testing, promotion of changes from non-production to production environments
Application Code	The UI modernization application code developed during the project
Terraform Scripts	Infrastructure as a Code scripts for the infrastructure automation
Testing Documentation	Documentation including overall testing management approach, testing strategy and test reports
User Guide and Training Material	Project transition-out documentation that includes user guides and training documentation
Status Reports	Weekly/Monthly Status reports
Workstreams 4 [Appeals Module]	
Project Charter	A detailed document defining the delivery milestones and project plan that is mutually agreed upon.
Technical Design Document (TDD)	Technical design, including the documentation on design considerations, GCP components/services, integrations, security configurations, and dependencies, implementation, roll-out and deployment plan. The TDD also includes architecture diagram, applicable leading GCP practices, approach for testing, promotion of changes from non-production to production environments
Application Code	The UI modernization application code developed during the project
Terraform Scripts	Infrastructure as a Code scripts for the infrastructure automation
Testing Documentation	Documentation including overall testing management approach, testing strategy and test reports

User Guide and Training Material	Project transition-out documentation that includes user guides and training documentation
Status Reports	Weekly/Monthly Status reports
*Workstreams 5 [Correspondence Module]	
Project Charter	A detailed document defining the delivery milestones and project plan that is mutually agreed upon.
Technical Design Document (TDD)	Technical design, including the documentation on design considerations, GCP components/services, integrations, security configurations, and dependencies, implementation, roll-out and deployment plan. The TDD also includes architecture diagram, applicable leading GCP practices, approach for testing, promotion of changes from non-production to production environments
Application Code	The UI modernization application code developed during the project
Terraform Scripts	Infrastructure as a Code scripts for the infrastructure automation
Testing Documentation	Documentation including overall testing management approach, testing strategy and test reports
User Guide and Training Material	Project transition-out documentation that includes user guides and training documentation
Status Reports	Weekly/Monthly Status reports
*Workstreams 6 [Audit and Quality Assurance Module]	
Project Charter	A detailed document defining the delivery milestones and project plan that is mutually agreed upon.
Technical Design Document (TDD)	Technical design, including the documentation on design considerations, GCP components/services, integrations, security configurations, and dependencies, implementation, roll-out and deployment plan. The TDD also includes architecture diagram, applicable leading GCP practices, approach for testing, promotion of changes from non-production to production environments

Application Code	The UI modernization application code developed during the project
Terraform Scripts	Infrastructure as a Code scripts for the infrastructure automation
Testing Documentation	Documentation including overall testing management approach, testing strategy and test reports
User Guide and Training Material	Project transition-out documentation that includes user guides and training documentation
Status Reports	Weekly/Monthly Status reports
*Workstreams 7 (Post Deployment Hypercare)	
Post-Production Support Plan	Hypercare plan, including the Communication plan and workstream level execution plan
Weekly Reports	Weekly project status reports including the technical reports providing the details of the bugs received and issues resolved

*Workstreams 2-7 are subject to subsequent SOW(s) agreed upon by the Parties based on the results of Workstream 1. The above is a guide of the projected work and may be subject to change.

4. Proposed Engagement Staffing

Refer to the governing terms for how Google staffs Personnel to projects.

5. Project Requirements, Ongoing Customer Responsibilities, and Assumptions

Customer acknowledges that Google will not perform work in a live production environment. However, Google may process Customer Personal Data (as defined in the DPA), which will be processed exclusively within the Customer's GCP Account, whether directly or through its subcontractors. The One-Time Data Processing Addendum for Google Cloud Platform Professional Services available at: <https://cloud.google.com/dpa-pso> (the "DPA") and Section 7 of this SOW will apply to processing of Customer Personal Data by Google Personnel.

Customer will meet all of the following project prerequisites BEFORE Google will start the Services:

- Ensure the appropriate Customer Subject Matter Experts (SMEs) are available during the Workstream 1 activities
- Provide required access to the existing GCP environment for the initial discovery/assessment workstream by the project kick off date; including the provisioning of DWD managed accounts, as needed (The access requirements will be shared during the pre-kick off planning meeting)
- Identify the stakeholders required for workstream 1 of this project and ensure they are

available to participate in the discovery activities

- Coordinate with the Google Project Manager and schedule discovery meetings required for the first 2 weeks of the project
- Identify all the requirements documentation/resources and materials for the successful discovery efforts
- Identify the decision makers and key stakeholders to review the outcomes of the discovery workstream and to participate in the checkpoints #1 and #2
- Provide any compliance-related requirements (define all compliance and/or regulatory standards the system must adhere to) before project initiation including accessibility testing

Customer will perform the following ONGOING activities during the engagement:

- Provide a point of contact in respective workstream areas that is able to provide input, make decisions, and communicate back to Google.
- Provide timely access to all necessary Business and Workflow Owners, and other stakeholders, throughout the lifetime of this engagement
- Provide the API/integration documentation required for the external and internal integrations identified in this scope document
- Provide a program and/or project management resources to coordinate and lead the tasks assigned to DWD
- Manage the relationship and communication with any non-WI DWD agencies, and coordinate any work assigned to them, as needed
- Coordination and management of the relationship with external entities where integration is expected with external data sources (e.g., SSA, NDNH etc.)
- Plan, drive, and provide results of UAT for all workstreams
 - Provide UAT feedback within 7 days for each of the two (2) rounds
 - The exact UAT feedback timeframes will be determined during the project structure alignment activities of the Workstream 1
 - Customer will provide specific and comprehensive feedback on all defects
- Actively participate in discovery, design and QA validation
- Provide required API access and documentation in a timely fashion (the exact timelines will be determined during the iterative project planning activities as part of workstream 1 and 2)
- Provide timely decisions on application architecture designs, integrations and/or actions pertaining to project blockers or dependencies
- Resolve any required changes/conflicts in a timely manner; ideally within 24 hours but no later than 5 business days, excluding any situation new software is being introduced.
- When new software is being introduced, once all the materials have been compiled, it will take no more than 30 days.
 - The exact time frames will be determined during the project structure alignment activities of the Workstream 1
- Facilitate 3rd party vendor communications as/if needed (e.g. external data owners, other vendors engaged with DWD with some application dependency, etc.)
- Facilitate coordination with internal/ cross-agency stakeholders
- Google will create wireframes representing each screen of the application; Parties will agree in a subsequent SOW to a number of review sessions including revisions.
 - The exact feedback timeframes will be determined during the project structure alignment activities of the Workstream 1
- Key Customer stakeholders will participate in each of the two (2) Checkpoints mentioned in

the engagement scope of this documents and provide inputs for the scope re-adjustments, re-priority and impact analysis of potential changes, as needed

The effort estimation and pricing for the work scoped in this SOW is predicated upon the following assumptions. Any changes to these assumptions provided by Customer may impact the scoped pricing or schedule and result in a Change Request:

- Google will comply with the existing “Confidentiality and Safeguards Agreement Between DWD and Google for Disclosure of Unemployment Insurance Data and Information” duly signed between Google LLC and the Wisconsin Department of Workforce Development
- All Intellectual Property will be developed at private expense for commercial use. The Customer will receive a license to use as described in the agreement.
 - **Deliverables.** Google grants Customer a limited, worldwide, non-exclusive, perpetual, fully-paid, non-transferable license (with the right to sublicense to Affiliates) to use, reproduce, and modify the Deliverables for Customer’s internal business purposes.
 - Customer owns the Customer-Owned Deliverables, excluding any Google Technology incorporated in the Customer-Owned Deliverables.
 - “**Customer-Owned Deliverables**” means Deliverables created by Google specifically for Customer outside of the scope of Google’s standard Services and labeled as “Customer-Owned Deliverables” in an Order Form by mutual agreement of the Parties.
- The level of effort is based on the assumption that the estimated total number of external and internal integrations will include 20 integration for Monetaries module, 5 for Appeals, 5 for Adjudication module, 3 for correspondence module and 3 for the audit module
 - These integrations and dependencies will be re-adjusted, as needed at the end of the Workstream 1 to clearly identify the API based integrations required for each module
- The Customer stakeholders will participate in the Discovery checkpoint (#1) and will provide the inputs for Google team to finalize the work inventory and roadmap
 - The Customer will review the changes required to the Scope in the form of a Change Order based on the outcomes of the Checkpoints (#1 and #2)
- The GenAI features will be assessed based on the customer requirements and the appropriate GenAI/Gemini capabilities will be included for the implementation per the requirements and design finalized during the project execution
- The post-deployment hypercare (workstream 7) is planned for one month; however If desired by the Customer, this timeframe can be increased from one (1) month to up to a total of three (3) months via a formal Change Order
- Google assumes that this effort will be solely focused on the new custom application development of a new Unemployment Insurance (UI) system within Customer’s Google Cloud Environment
 - The new application will be developed based on the business and functional requirements (including the internal/external interface dependencies/integration requirements) provided by the Customer in a requirements document where the requirements, user stories, and user scenarios will be identified for the development work, in a timely manner aligned to program timelines (Google team will collaborate with the customer to refine these requirements, create a product roadmap and create work inventory)
 - Google team will not rely on a direct mainframe systems assessment and/or any reverse engineering practice to generate the business, system, and/or functional

requirements for the new cloud native application development

- The project scope will not include any as-is migration approach. We are assuming the following industry standard migration approach definitions and their relevance to this project:
 - Lift/Shift- also known as rehosting, this approach moves applications to the cloud without modifying the code.
 - This migration strategy will be out of scope for this project
 - Replatform— which includes moving legacy applications to the cloud without major changes, but taking advantage of benefits of the cloud environment
 - This migration strategy will be out of scope for this project
 - Refactoring/Re-architecting- Involves making changes to the existing codebase of a software application to improve its design or performance. Refactoring can include restructuring code or re-architecting for cloud-native features
 - This modernization strategy will be out of scope for this project
 - Replace (New Custom Development)- This approach involves taking a pure cloud-native modern approach towards the application architecture, coding languages, and includes development of a new custom application
 - This approach is in-scope for this project
- Google will assume that a draft work inventory and a product roadmap is finalized by the end of Workstream 1, including the level of effort for the in-scope modules described in this SOW; however if there are any delays and/or missing requirements from the Customer, development work shall not begin until the outcomes of Workstream 1 are achieved for respective five (5) in-scope modules (e.g. Monetaries, Appeals, Adjudication, Correspondence, and Audits and Quality Assurance module).
- The Customer will ensure that they have the required vendor support for any third-party commercial, off the shelf (COTS) products they have in their environment which will need to be installed or configured as part of operationalizing the UI application in production. Customer will coordinate any third-party vendor coordination where Customer purchased COTS products will need to be integrated with the new GCP based solution.
- Customer will maintain the Google Assured Workloads services for their GCP environment to stay compliant with the Confidentiality and Safeguards Addendum (signed between Google and DWD).
- The Customer will submit Hypercare requests through email or using an agreed upon method (e.g. project tracking tool).
- System dependencies in the product roadmap deliverable is defined as the data integration dependencies that the new cloud-native GCP based UI modernization applications/modules may have with the DWD's existing internal or other external database(s)

Additional Assumptions

Connectivity to on-prem and cloud environments will require compliance with the following:

- Google will provide services and store all information under this Contract within the

Customer's GCP Environment.

- Resources will be located in the contiguous states of the United States.
- All members of the project team are required to be generally available and make reasonable efforts to attend all scheduled meetings during DWD standard working hours of 7.45 am – 4.30 pm Central Time.
- Google will provide the necessary environment to support secure connectivity to state network(s), systems, data processing, and cloud hosting providers. The work environment that Google provides will have following capabilities:
 - If Google is allowing remote working staff, all Google remote working staff must connect to the vendor's network with multi-factor authentication via Virtual Private Network (VPN) or similar secure tunnel protocols or use zero trust network access solutions when providing services under this Contract.
 - Google will issue, and provision workstations/laptops to their staff assigned to work on DWD awarded projects. Google will also be responsible for providing support and maintenance for these workstations/laptops.
 - Google staff will connect to the DWD network using secure VPN protocol and configurations or zero trust network access solution provisioned by DWD. DWD will provide the necessary client connectivity software including configurations for installation on vendor staff workstations.
 - Google will ensure that workers' devices are managed and supported using a centralized endpoint management software (such as Microsoft System Center Configuration Manager (SCCM), Ivanti Endpoint Protection, etc.).
 - Google will comply with the customer's background check process and only the approved resources will have access to the Partner's End Customer's GCP environment and/or provide the Services.
 - Background check will be done via State of Wisconsin Department of Workforce Development Unemployment Insurance fraud check.
 - Google personnel will be required to provide their social security and full name for this Unemployment Insurance fraud check.

Checkpoints will be conducted on a minimum of twice a month with the executive leadership team through the UI Modernization Steering Committee throughout the lifecycle of the engagement to reconfirm the assumptions, in case of any significant changes in the assumptions that might impact the timeline of the project those will result in a Change Request (CR). Additional checkpoints with the key stakeholders at all levels will be established at an agreed upon cadence.

- The exact cadence requirements and timeframes will be determined during the project structure alignment activities of the Workstream 1

6. Fees

Pricing will be addressed in the Quote / Purchase Order.

7. Additional Security Measures

In addition to the obligations contained in the DPA, Customer agrees to the following additional security measures:

- During onboarding, Google will notify Personnel performing the Services subject to the DPA ("DPA Personnel") that they will be processing Customer Personal Data (as defined in the

- DPA).
- Google will remind DPA Personnel of their confidentiality obligations and that Customer Personal Data may only be used to provide the Services described in this SOW.
 - Google will only access and process Customer Personal Data in a GCP Account owned and controlled by Customer.
 - Google may process the following types of Customer Personal Data for the purpose of performing the Services in this SOW:
 - a. W-2
 - b. Pay Stub
 - c. Employer ID
 - d. Employee ID
 - e. Name
 - f. DOB
 - g. SSN
 - h. Address
 - i. Tax ID

8. General Statement of Work Terms

Flow-Down Terms

Reseller will provide the following flow-down provisions to Customer and obtain agreement from Customer on such provisions:

- Implementation Services Schedule to Google Cloud Master Agreement, https://static.carahsoft.com/concrete/files/9516/6981/5765/US_Public_Sector_CMA_flowdowns_10.17.22_-_PSO.pdf, With the exception of the following:

1.1. Section 6, Marketing and Publicity of the Google Cloud Master Agreement is hereby superseded and replaced in its entirety by the following:

Marketing and Publicity. Customer may state publicly that it is a Google customer and display Google Brand Features in accordance with the Trademark Guidelines. Neither party may use the other party's Brand Features without the written consent of the other party, unless otherwise permitted in the Agreement. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features.

1.2. Section 9.2, Customer Indemnification Obligations of the Google Master Agreement is hereby superseded and replaced in its entirety by the following:

9. Indemnification.

9.1. Google Indemnification Obligations. Google will defend Customer and its Covered Affiliates, and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that the Google Indemnified Materials used in accordance with the Agreement infringe the third party's Intellectual Property Rights.

9.2. Customer Obligations. Customer represents, warrants, and covenants that (i) Customer's and any End Users' use of the Services, Customer Responsibility Materials, and Feedback will not violate this Agreement or applicable law; (ii) Customer Responsibility Materials or Feedback, the combination of Customer Responsibility Materials or Feedback with other applications, content, or processes, or the use, development, design, production, advertising, or marketing of Customer Responsibility Materials or Feedback, do not and will not infringe or misappropriate any third-party rights; and (iii) Customer's use of the Services will not intentionally cause harm to any End Users.

9.3. Indemnification Exclusions. Sections 9.1 (Google Indemnification Obligations) will not apply to the

	<p>extent the underlying allegation arises from (a) the indemnified party’s breach of the Agreement or (b) a combination of the Google Indemnified Materials or Customer Indemnified Materials (as applicable) with materials not provided by the indemnifying party under the Agreement, unless the combination is required by the Agreement.</p> <p>9.4. Indemnification Conditions. Sections 9.1 (Google Indemnification Obligations) is conditioned on the following:</p> <p>(a) Any indemnified party must promptly notify the indemnifying party in writing of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with the indemnifying party to resolve the allegation(s) and Third-Party Legal Proceeding. If breach of this Section 9.4(a) prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party’s obligations under Section 9.1 (Google Indemnification Obligations) (as applicable) will be reduced in proportion to the prejudice.</p> <p>Any indemnified party must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party’s prior written consent, not to be unreasonably withheld, conditioned, or delayed.</p>
<p>SOW Start Date</p>	<p>Jul 2, 2024</p>
<p>SOW End Date</p>	<p>52 weeks after start date</p>
<p>SOW Effective Dates</p>	<p>The SOW is effective on the last signature date on the SOW and remains in effect until the SOW End Date.</p>
<p>Change Request Process</p>	<p>Either party may request a material modification to the Services in this SOW by submitting a change request to the other party (“Change Request”). Upon receipt of a Change Request, Google may propose additional Fees and adjustments to delivery dates if the Change Request adds scope, time or team members to the Services. The parties will have ten (10) business days after the Change Request is submitted to agree to amend this SOW, or execute a new SOW, with a change order executed by the parties; otherwise, the Change Request will be considered withdrawn.</p> <p>Pursuant to Wis. Stat. 16.973(13), Contractor is required to submit, via the contracting agency, to the Department of Administration for approval any order or amendment that would change the scope of the contract and have the effect of increasing the contract price. The Department of Administration shall be authorized to review the original contract and the order or amendment to determine whether the work proposed in the order or amendment is within the scope of the original contract and whether the work proposed in the order or amendment is necessary. The Department of Administration may assist the contracting agency in negotiations regarding any change to the original contract price.</p>

Acceptance Process for Deliverables

1. Customer will have seven (7) business days (“First Review Period”) following receipt of a Deliverable from Google to determine whether the Deliverable meets specific objective conditions described in this SOW (“Acceptance Criteria”). If Customer provides notice of non-conformity in accordance with Section 2 of this Acceptance Process, Customer will have up to two additional review periods of three (3) business days (“Second Review Period”) and two (2) business days (“Third Review Period”), as applicable, following receipt of a corrected Deliverable to confirm that the corrected Deliverable meets the applicable Acceptance Criteria.
2. If Customer reasonably determines that a Deliverable does not conform to its Acceptance Criteria, then before the end of the applicable Review Period, Customer will provide written notice to Google describing in detail the nature of the non-conformity. If Customer does not provide notice of acceptance or non-conformity during the applicable Review Period, the Deliverable will be deemed accepted by the Customer.
3. If Customer provides notice of non-conformity in accordance with Section 2 of this Acceptance Process for the First Review Period or Second Review Period, Google will, at no additional cost to the Customer, promptly make any changes reasonably required to correct the non-conformity described in the notice. Google will deliver the corrected Deliverable to the Customer.
4. If Customer provides notice of non-conformity in accordance with Section 2 of this Acceptance Process for the Third Review Period, then unless the Parties agree otherwise in writing, Google will either, as applicable, (i) reduce any unpaid Fees by the amount due for the non-conforming Deliverable or (ii) return Fees in the amount paid for the non-conforming Deliverable, the portion of the SOW applicable to the Deliverable will terminate, and Customer’s license to use the Deliverable will terminate.

If you are signing on behalf of your company, you represent and warrant that you: (1) have legal authority to bind your company to these terms and conditions; (2) have read and understood this SOW; and (3) agree to this SOW on behalf of your company.

If you do not have the legal authority to bind your company, do not sign the signature box below.

Signed by the parties’ authorized representatives on the dates below.

Carahsoft Technology Corp.

Customer: Wisconsin Department of Workforce Development

DocuSigned by:

Jeff Dowdy
567142399E4F72
(Authorized Signature)

Jeff Dowdy
(Name)

DocuSigned by:

Pamela McGillivray
08827807755F8448
(Authorized Signature)

Pamela McGillivray
(Name)

Sales Director
(Title)

7/3/2024
(Date)

DWD Deputy Secretary
(Title)

7/3/2024
(Date)

Confidentiality and Safeguards Agreement Between DWD and Google for Disclosure of Unemployment Insurance Data and Information

I. Parties to the Agreement

This Agreement for Disclosure of Unemployment Insurance Data and Information is entered into by the Department of Workforce Development ("DWD") and Google LLC ("Data Recipient").

II. Scope and Purpose of this Agreement

A. This Agreement governs the use and disclosure of all unemployment insurance data and information disclosed at any time by DWD to Data Recipient and in the possession or control of Data Recipient on or after the effective date of this Agreement (referred to in this Agreement as "UI Data"). Capitalized terms not otherwise defined in this Agreement shall have the meaning assigned to such terms under the One-Time Implementation Services Data Protection Addendum.

B. The purposes of this Agreement are:

1. To comply with 20 C.F.R. Part 603, Wis. Stat. § 108.14(7) and Wisconsin Administrative Code DWD ch. 149 ("DWD 149"), which require DWD, in disclosing UI Data to certain persons and entities, to enter into an agreement with such persons and entities that contains certain required confidentiality safeguards, record disclosure requirements and consequences for breach.
2. To assure DWD that Data Recipient will comply with the applicable requirements of 20 CFR Part 603 and DWD 149 regarding the sharing of UI Data that occurs under this Agreement.
3. To specifically identify the UI Data that DWD will provide to Data Recipient under this agreement, the intended purposes for its use by Data Recipient, and the limitations on such use.
4. To establish that the requirements of this Agreement are additional requirements in the One-Time Data Processing Addendum for Google Cloud Platform Professional Services.



III. UI Data to Be Provided by DWD and Purposes for Its Use

- A. DWD will provide Data Recipient UI Data as outlined in the Professional Services Statement of Work.
- B. Purpose for UI Data

Data Recipient may use the UI Data disclosed under this Agreement solely for the purpose of completing the services detailed in the Statement of Work.

IV. Security and Confidentiality of UI Data

- A. Data Recipient and its agents will comply with 20 C.F.R. § 603.9 and Wis. Admin. Code § DWD 149.06 ("DWD 149.06") and specifically agrees that it will:
 - 1. Use the UI Data only for purposes authorized by law and this Agreement.
 - 2. Not disclose the UI Data without prior written approval of DWD and otherwise comply with the confidentiality requirements of DWD 149.06.
 - 3. Store the UI Data in a place physically secure from access by unauthorized persons.
 - 4. Store and process the UI Data in an electronic format in a way that is secure from access by unauthorized persons.
 - 5. Take reasonable precautions, but in no event less stringent than the precautions Data Recipient uses to protect its own confidential data of a like nature, so that only authorized personnel have access to the computer systems in which the UI Data is stored.
 - 6. Make the UI Data accessible only to those personnel of Data Recipient who require the data in the official performance of their job duties and for the specific purposes stated in this Agreement. All data will be kept in the strictest confidence and will be made available to staff of Data Recipient on a "need-to-know" basis.



7. Instruct all persons who are performing Services in connection with the Statement of Work identified above on the confidentiality requirements of this Agreement, the applicable federal and state confidentiality requirements of 20 C.F.R. § 603.9 and DWD 149.06, and the sanctions specified by law for unauthorized disclosure of information. Data Recipient acknowledges that it shall remain responsible for such individuals' compliance with the confidentiality provisions of this Agreement and imposed by law. If requested by DWD, Data Recipient will sign an acknowledgement that all persons who perform Services in connection with the Statement of Work have been advised of Data Recipient's obligations under this Agreement.
8. Maintain a system sufficient to allow a complete and efficient audit of compliance with these safeguard provisions and the other requirements of this Agreement, including complete records of all use, disclosure and limitations on such use and disclosure of UI Data.
9. Upon advanced written notice, and at a mutually agreeable time, provide access to relevant documents for DWD to audit compliance and assure that the requirements of state and federal law and this Agreement are met. On-site inspections will only be conducted if there is no other way to assure that the requirements of state law and this Agreement are met. Any inspection, including on-site inspection, will be conditioned on the inspection being conducted under conditions of confidentiality to the extent permitted under law and the terms of this Agreement. If an audit is conducted because of a breach of UI Data, the audit may be performed more than thirty days after the termination of this Agreement. Excluding any audit prompted by a data breach or other circumstances raising reasonable concerns about the security of UI Data or required by regulations, DWD agrees that it may not audit Data Recipient more than once in any 12-month period.
10. When requested by DWD, delete the UI Data in the manner described in the GCP Data Processing and Security Terms. Data Recipient will continue to maintain the confidentiality of any UI Data during any retention. No UI Data will be used by Data Recipient for any future purposes that are not specifically authorized by DWD.

V. Duties with Respect to Breach

If Data Recipient becomes aware of a Data Incident, it will notify DWD in accordance with Section 7.2 of the One-Time Implementation Services Data Protection Addendum.



VI. Safeguards

- A. All data, documentation, and communication on the Statement of Work will be done within the prescribed DWD managed services.
- B. Pursuant to this PSO SOW, DWD is responsible for ensuring that Assured Workloads is configured correctly in the DWD GCP environment for the data to be located in the United States. Data Recipient will setup and perform appropriate configurations to ensure that UI Data continues to reside in the data centers located in the United States.
- C. Data Recipient will use multifactor authentication for its access to the administration functions that host UI Data and log information in Google cloud platform and other services. This multi factor solution will log all administrative activity, such as login time, date, username and data that was accessed.
- D. Data Recipient will provide Transport Data Encryption (TDE) or equivalent at rest encryption for DWD's information and TLS 1.2 or the most current transport layer security for UI Data in transit between DWD data center, DWD IT services such as email, file server, and IT applications and the Google data centers.
- E. After DWD deletes UI Data, Data Recipient, consistent with its Data Processing and Security Terms, will delete all UI Data from all its computing, processing, and backup environments. Data Recipient will complete the deletion within 180 days from the date that DWD deletes UI Data.
- F. DWD will provide access to the DWD Google Cloud Platform Services using DWD Managed Accounts.

VII. Term and Termination of Agreement

This Agreement will be effective upon signature by both parties. This Agreement shall terminate upon the expiration of the Statement of Work. DWD may terminate this Agreement without cause by giving written notice of such termination to the other party.

The duties of Data Recipient regarding security, confidentiality, maintenance, and destruction of UI Data and duties with respect to breach (Sections IV, V, and VI) under this Agreement shall survive the termination of the Agreement. Following termination of this Agreement, Data Recipient shall adhere to DWD's written directions regarding maintenance, return and deletion of all UI Data and records of use and disclosure of UI Data.



VIII. Points of Contact for Notices Relating to this Agreement

- A. Data Recipient shall address notices, such as breach or termination notifications, that are required by or relating to this Agreement to:

Jeff Becker
Internal Security Officer/UI Data Sharing Coordinator
Unemployment Insurance Division
201 E Washington Ave
PO Box 7905
Madison, WI 53707-7905
Phone: 608-733-3992
Email: UIDataSharingCoordinator@dwd.wisconsin.gov

OR

Mark Riedel
Internal Security Officer/UI Data Sharing Coordinator
Unemployment Insurance Division
201 E Washington Ave
PO Box 7905
Madison, WI 53707-7905
Phone: 608-405-4331
Email: UIDataSharingCoordinator@dwd.wisconsin.gov

- B. DWD shall address notices that are required by or relating to this Agreement to: legal-notices@google.com

IX. Authority, Signing and Integration

- A. DWD has granted full authority to sign this agreement to:

Pamela McGillivray
Deputy Secretary
Department of workforce Development
201 E Washington Ave
PO Box 7946
Madison, WI 53707

- B. Google has granted full authority to sign this Agreement to: Philip Schindler.



This Agreement may be signed in counterpart and amended only in writing signed by the parties.

AGREED:

Wisconsin Department of Workforce Development

DocuSigned by:

Pamela McGillivray

7/3/2024

A3038163D8694FA...
Pamela McGillivray

Date

Deputy Secretary

Department of Workforce Development

DocuSigned by:

Jim Chiolino

7/3/2024

A3038163D8694FA...
Jim Chiolino

Date

Unemployment Insurance Division Administrator

Department of Workforce Development

Google LLC

Philipp Schindler

Philipp Schindler
Authorized Signatory

2024.07.02

12:07:58 -07'00'

Date

Philipp Schindler
Authorized Signatory

