
Amendment No.1 to Exhibit A: Statement of Work dated June 21, 2016

Citizens Property Insurance Corporation



File Name: CPIC ORC SOW 10182021

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1. Executive Summary

This Amendment No. 1 amends the Oracle ERP Cloud Implementation Statement of Work dated June 21, 2016 (“SOW”) between Citizens Property Insurance Corporation (“CPIC”) and Applications Software Technology LLC (“AST”). This Amendment is subject to the Agreement for ERP System Implementation and Support Services is intended to document the scope, roles, responsibilities, tasks and timeframe for a new phase of the implementation, specifically for the implementation of an Oracle Recruiting Cloud (“ORC”) module (the “Project”). This Amendment will be the governing project document, outlining project milestones as mutually agreed to by the Parties. The previous terms in the SOW do not apply to this Project.

This Executive Summary Section is intended as an overview of CPIC’s objectives, scope, and timeline for the Project.

1.1 Background

CPIC implemented Taleo talent acquisition and is now looking to replace Taleo with Oracle Recruiting Cloud (ORC) module. CPIC would also like to engage its team actively on this Project, so its team is responsible for certain tasks as listed in subsequent sections.

1.2 Project Strategy & Objectives

Business processes and quality improvements are among the most significant and challenging aspects of any implementation project of this scope. With the deployment of the new applications, CPIC wishes to take advantage of capabilities within the ORC module.

1.3 Project Scope

1.3.1 Software to be implemented

The Project scope constitutes the implementation of ORC module with the following list of standard functionalities:

ORC Scope:	
ORC	Configuration of ORC: <u>Recruiting</u> <ul style="list-style-type: none"> • Mobile functionality will made available to CPIC. • Career sites – up to two (2). Knowledge Transfer will be provided to CPIC to build more of these integrations. • Job requisition templates - up to ten (10) completed manually. Unlimited number can be loaded via HDL template by CPIC technical team. • Job application flows - up to five (5).

	<ul style="list-style-type: none"> • Prescreening questions - up to twenty (20). • Candidate selection processes (standard) with the necessary phases and states per CPIC-specific hire process. • Candidate selection processes (pipeline) – one (1) • Interview feedback questionnaires - up to two (2) • Interview schedules - up to four (4). • Job offer letter templates - up to five (5). Concurrently, AST will provide guidance to CPIC’s technical team for further templates being incorporated into ORC. • Selection / rejection process reasons - up to ten (10). • Employee referral program – one (1). • Recruiting agencies - up to five (5), this will include Knowledge Transfer to CPIC of how to complete this process. • Recruiting campaigns - up to two (2). • Candidate pool - up to five (5). • Talent community – one (1). • Talent community application flow – one (1). • Request for more information flow – one (1). • Modify seeded notifications and alerts - up to ten (10). • Create content library items: up to ten (10). <ul style="list-style-type: none"> a. Campaign opt-in statement. b. Employer description. c. Job application legal disclaimer. d. Job application e-signature statement. e. Job offer e-signature statement. • Approval workflows - up to four (4). • Geography hierarchy – one (1). • Recruiting organization structure/tree – one (1). • Personalization using Human Capital Management (“HCM”) experience design studio – up to ten (10) • Descriptive flex fields – up to ten (10). Concurrently, AST will provide guidance to CPIC’s technical team for further descriptive flex fields being incorporated into ORC. • CPIC will received help with configuration of ORC for applicant forms. • Scheduled processes – all. • Administer profile options – all. <p><u>Onboarding</u></p> <ul style="list-style-type: none"> • Enterprise Onboarding checklist (“Onboarding”) – one (1). Concurrently, AST will provide guidance to CPIC’s technical team for further Onboarding checklists being incorporated into ORC. • Onboarding phases – up to two (2) (First Day / Week / Month) • Onboarding tasks (manual / application tasks) - up to twenty (20).
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	<ul style="list-style-type: none"> • Onboarding tasks (other tasks) - up to five (5). • Onboarding eligibility profiles - up to five (5). <p><u>Security</u></p> <ul style="list-style-type: none"> • Enable seeded roles. Create up to five (5) custom roles and assist CPIC's technical team in updating CPIC roles. <p><u>Interface</u></p> <ul style="list-style-type: none"> • Oracle pre-built integrations: supported vendors can be found in the Oracle Marketplace (under Products > Applications (SaaS) > Talent Management Cloud): <ol style="list-style-type: none"> a. Resume parsing. b. Profile import. c. Job boards. d. Background check. • Additional or custom developed interfaces will be developed by CPIC technical lead while AST technical analyst will provide guidance as needed. <p><u>Conversions</u></p> <ul style="list-style-type: none"> • CPIC to lead data conversions with AST's guidance to CPIC's technical team addressing errors and loading data. <p><u>Reports & Dashboards</u></p> <ul style="list-style-type: none"> • AST and CPIC will identify the necessary standard reports and enable those standard reports and conversions. • Standard reports are enabled out of the box once the CPIC data is converted. AST will ensure that CPIC will be able to run the standard reports. • Standard dashboards are enabled. • Custom reports will be handled by CPIC team. AST will provide guidance to CPIC in understanding how to build the Business Intelligence reports.
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1.4 Project Timeline

AST will work with CPIC in deriving a final schedule and project plan, but the following key project dates shall apply unless otherwise agreed to by the Parties in writing:

- Project Start: 14 February 2023
- Go-Live: 15 July 2023
- Post-Production Warranty Support: Sixty (60) calendar days post Go-Live date.
- Functional issues of High Priority nature will be addressed during this support period. AST will also provide knowledge transfer to CPIC team so CPIC team can take up other issues.

Schedule Assumptions/Notes:

- Software to implement ORC will be procured by CPIC prior to the start of the Project.

2. Scope of Services

2.1 Implementation Services

The implementation scope of services includes Vendor staffing to provide functional support for:

- **Requirements Analysis and Design:** Review business processes and documentation in order to develop the functional requirements list to assist with system design.
- **System Configuration, Development:** Vendor shall configuration of the system based on the requirements and development of the business rules and other design components scoped. Vendor shall also develop and provide standard processes and product demonstration (“Sprint”) a design session.
- **Testing and Final Preparation:** Includes creation of test strategy, plan and scripts, test execution, and preparation by Vendor for production cut-over activities.
- **Training Services:** Vendor shall develop and deliver to CPIC training materials using MS Word to incorporate the system process flows. Training will also be provided by CPIC designees and will be conducted based on a Train-the-trainer approach. End-User training is to be conducted by CPIC.

Throughout the Project, AST will provide weekly status reports and conduct weekly scheduled status meetings reviewing Project progress, risk mitigation, issue resolution, deliverable status, dependencies, and next steps as mutually agreed upon by CPIC and AST.

2.2 Integration / Interfaces

- Custom Integration and interfaces tasks will be led by CPIC technical lead including, but not limited to, Sterling, Job Aggregator, AWLI.
- Any standard integration applicable to the project and that is delivered by Oracle will be configured by AST, and CPIC will be responsible for providing necessary details from vendors.
- AST technical analyst will guide and assist CPIC with the above-mentioned responsibilities but will not lead the tasks.

2.3 Data Conversion

- Data conversion tasks will be handled by the CPIC technical lead.
- AST technical analyst will guide and assist but not lead the tasks.

2.4 Customizations

- There are no customizations scoped for this implementation unless essential customization is mutually identified by both Parties and a Change Order Request will be issued.
- Unless otherwise noted in Section 1.3, only standard functionality delivered within the ORC will be in scope of work.

2.5 Training Services

The training scope of work includes (i) virtual training for up to six (6) power users identified by CPIC, (ii) “Train-the-trainer” Training sessions, and (iii) knowledge transfer for all key functions., meaning all critical business process flows.

- AST will be responsible for creating training material for ORC being implemented using MS Word. The training topics will include the system process flows in scope.
- AST will provide Train-the-trainer training for CPIC’s SMEs. The Train-the-trainer training will consist of conducting one (1) class of the scoped training content.

AST will be responsible for developing the system training material based on the designed system flows using MS Word. AST will conduct one (1) recordable training session to CPIC to walk through the configurations. CPIC staff will review the documents created and approve the training material prior to End-User training. CPIC may add/change/modify the training materials provided by AST. AST is not responsible for modifying training materials once materials are approved by Citizens. Training delivery will occur via an instructor-led lecture style presentation of the material.

The table below details the responsibilities for the provision of training to users of the new system:

Table 1: Training Roles & Responsibilities

Training Task	Responsibility		Comments
	CPIC	AST	
Create initial training material.		✓	Will be provided in a word document based on business processes implemented.
Quality assurance training material.	✓		CPIC team will review training templates and make necessary changes applicable to CPIC’s business and requirements.
Add CPIC specific procedure and instructions.	✓		
Review and approve training material.	✓		According to pre-defined criteria.
Deliver Train-the-trainer Training.		✓	Deliver one (1) Train-the-trainer Training session.
Schedule training.	✓		Students, rooms, and sessions.
Plan and deliver End-User Training.	✓		Deliver remaining End-User Training.

Train-the-trainer training will be done remotely as travel is still not considered within the scope of the Project.

3. Project Roles & Responsibilities

3.1 AST and CPIC Responsibilities

The table below identifies the lead responsibility for all the important tasks on the Project. The assignment of roles and responsibilities is provided to ensure a continuous and effective transfer of knowledge to facilitate the long-term support of the system by CPIC staff.

Table 2: Description of Responsibility Levels

Lead	Ownership of the task and performing majority of the work.
Co-Lead	Co-ownership of the task, sharing responsibilities.
Assist	Guide Leads with necessary information and provide direction

3.1.1 Responsibility Matrix

The following is the responsibility matrix:

Table 3: Project Team Roles and Responsibilities

Role	Responsibility	AST	CPIC
Project Manager	Project oversight.	Co-Lead	Co-Lead
	Project planning.	Lead	Co-Lead
	Project management, Status reporting and Project Team communication.	Assist	Lead
	Issue and risk management.	Co-Lead	Co-Lead
	Scope control.	Co-Lead	Co-Lead
	Project communication to stakeholders.	Assist	Lead
	Deliverable Acceptance.	Co-Lead	Co-Lead
AST Functional Lead/ CPIC Functional Lead	Requirements analysis.	Lead	Assist
	Design and Sprint execution.	Lead	Assist
	Functional issues resolution.	Lead	Assist
	Functional design/configuration.	Lead	Assist
	Application/module setup.	Lead	Assist
	Testing strategy and plan.	Lead	Assist
	Create test scripts.	Lead	Assist
	Acceptance testing.	Assist	Lead
	Train-the-trainer.	Lead	Assist
End-User training.	Assist	Lead	
Technical Staff	Data conversion.	Assist	Lead
	Security.	Assist	Lead
	Interfaces requirements, design, development and testing.	Assist	Lead
	Custom Reports.	Assist	Lead

4. Deliverables

4.1 Project Deliverables

The following table lists key project deliverables.

List of Deliverables

Stage	Del #	Deliverable Name
Define	D-01	Project Mobilization.
	D-02	Project Kick-off and Project Plan.
	D-03	Business Requirements Documented.
Model	D-04	Sprint Completed.
Verify	D-05	System Testing Completed.
	D-06	User Acceptance Testing Completed.
Deploy	D-07	Training Materials Prepared.
	D-08	Train-the-Trainer Training Delivered.
	D-09	Go-Live with ORC Module.
	D-10	Post-production Support Completed.

4.2 Deliverable Definitions

The table that follows provides the content and completion criteria of the deliverables required for the Project. All deliverables will be provided in electronic format.

Expected Content and Completion Criteria for Project Deliverables

Deliverable Name	Objective	Description of scope	Deliverable Type	Format	Acceptance Criteria
Project Mobilization – D-01	Prepare the consulting team for the Project.	Coordinate with consulting staff to prepare for the Project.	System Event	Live Event	Event Complete
Project Kick-Off – D-02	Initiate the Project.	Conduct Project kick-off meeting and provide an overview of: <ul style="list-style-type: none"> • Project scope. • Project schedule. 	System Event	Live Event	Event Complete
Project Plan – D-02	Create/Update a project schedule for the Project.	The deliverable will include: <ul style="list-style-type: none"> • Project schedule. • Work breakdown structure. The schedule shall have role-based resource assignments but will not be resource-leveled.	Non-System Event	Microsoft Project	Completed document approved by CPIC as per the agreed upon criteria.
Business Requirements Document – D-03	Document business requirements for ORC.	Capture business processes and requirements for ORC module.	Non-System Event	Microsoft Word	Completed document approved by CPIC as per the agreed upon criteria.
Sprint – D-04	Demonstrate standard functionality to gain insight into solution design, software fit, and potential functionality gaps.	Perform base/shell configuration of the Oracle application modules to: <ul style="list-style-type: none"> • Demonstrate Oracle's standard process flows as per the Sprint plan. 	System Event	Live Event	Event complete and all design issues documented and reviewed with CPIC.
System Integration Testing Completed – D-05	Plan and execute system integration testing.	Test scripts will be executed manually, and no automated tools are proposed. The deliverable material includes: <ul style="list-style-type: none"> • Perform System Integration Testing according to Plan: <ul style="list-style-type: none"> ➢ Validate business process flows. ➢ Validate cross-module processes. 	System Event	Live Event (Online Testing)	Event complete and all testing issues documented.

User Acceptance Testing Completed – D-06	Plan and execute User Acceptance Testing.	<ul style="list-style-type: none"> ➤ Validate results. <p>The completion criteria are execution of all planned testing and documentation of the results for retesting in the next round of testing.</p> <p>Execute End-to-End system process flows. Test scripts will be executed manually, and no automated tools are proposed. The deliverable material includes:</p> <ul style="list-style-type: none"> • Perform user Acceptance Testing according to plan using test scripts. ➤ Validate business process flows. ➤ Validate cross-module processes. ➤ Validate results. <p>The completion criteria are execution of all planned testing and closure/work around for all critical issues.</p>	System Event	Live Event (Online Testing)	Event complete and issues documented. All critical issues resolved or Parties agree to an alternative resolution, where applicable.
Training Materials Prepared – D-07	Prepare training materials.	<p>The deliverable material includes:</p> <ul style="list-style-type: none"> • Create Role based training material for system process flows. • CPIC may enhance the training material by adding policies and procedures. 	Non-System Event	Microsoft Word	Training materials for the software components from the phase created and made available to CPIC for review.
Train-The-Trainer (User) Delivered – D-08	Conduct Train-the-trainer training.	<p>The deliverable material includes:</p> <ul style="list-style-type: none"> • Conduct Train-the-trainer Training as per plan. • Gather feedback and analyze needs for any changes to end user training. 	System Event	Live Event/ Microsoft Word	The event Train-the-trainer for the phase Complete and document issues.
Go-Live with ORC Application – D-09	Production Go-Live.	<p>The deliverable material includes:</p> <ul style="list-style-type: none"> • Review readiness before Go-live. • Production Configuration complete. • Production Data Conversion complete. • User Verification of the System complete. • Production System made available to users. 	System Event	Live Event	Production cutover complete and the system is confirmed available by CPIC for use in the production environment.
Post-Production Support Complete – D-10	Completion of phase support.	<ul style="list-style-type: none"> • Documentation of issues planned for post-production resolution and development of resolution plan. • Production Support and stabilization services delivered for the thirty (30) day post production support period. 	System Event	Live Event	Production Support for the specified period complete.

5. Resource & Cost Estimates

AST and CPIC are committed to executing the Project based upon the agreed upon scope and timeline. Any change in timeline or scope may affect the cost and will be handled via the Project Change Control Process outlined in SOW.

The scope of work identified in this Amendment will be completed within the cost estimates included in Section 4. Deliverables. Only those tasks enumerated in the scope section are included in this Amendment. Additional costs will be incurred for any added scope upon mutual agreement of the Parties.

5.1 Payment Schedule

Based on the scope and schedule identified in this document, the Project will be executed on a fixed fee of **\$218,000.00**. The following is the deliverable/milestones-based payment schedule:

No	Deliverable/Milestone	Fee
D-01	Project mobilization.	\$3,895.00
D-02	Project Kick-Off, project plan accepted.	\$6,285.00
D-03	Business Requirements documented.	\$19,790.00
D-04	Sprint accepted.	\$19,790.00
D-05	System Integration Testing accepted.	\$29,685.00
D-06	User Acceptance Testing accepted.	\$39,580.00
D-07	Training Materials accepted.	\$9,895.00
D-08	Train-the-trainer Training accepted.	\$19,790.00
D-09	Go-Live.	\$32,685.00
D-10	Post-production Support accepted.	\$36,605.00
Total		\$218,000.00

5.2 Invoice Terms

CPIC shall be billed on the Acceptance of Deliverables.

5.3 Addendum

AST agrees that the Public Records Addendum attached hereto as Addendum 1 to Amendment No. 1 to Exhibit A to SOW, (the "Addendum") is hereby incorporated into this Amendment in order to address the public posting of this Amendment No. 1 to Exhibit A to SOW, and its disclosure to third parties.

6. Project Assumptions

AST has made the following assumptions in developing our proposed Project Plan and pricing:

Scope and Objective Assumptions

1. The resource and cost estimates are based on fixed scope and schedule. Any change in scope and schedule shall result in additional costs upon mutual written agreement.
2. CPIC's management, including CPIC's Project Manager and key users, will be able to make timely decisions concerning issues raised by the Project Team. Dharmender Cherupaly will work with CPIC for the duration of the Project.
3. CPIC is responsible for providing descriptions/narratives of the current business processes during the analysis process of each deliverable.
4. CPIC will make use of seeded functionalities within ORC module. A custom solution, if any, will be considered only after a change request submitted by AST is approved by CPIC.

Technical Assumptions

1. CPIC technical lead is responsible for overall delivery of conversions, interfaces, custom reports, and integrations.
2. Any impact to the deadlines and deliverables due to delay(s) from either AST or the CPIC technical team will be discussed by both AST and CPIC to decide a plan of action to remedy the delay(s).

7. Approvals

This Amendment is effective as of the date on which the last Party executes this Amendment and the date upon which this Amendment is effective and commences:

Citizens Property Insurance Corporation

DocuSigned by:
By: 
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Name: violet Bloom

Title: CHRO

Date: 2/10/2023

Applications Software Technology LLC

By: 

Name: Prasad Nettem

Title: Vice President

Date: 2/7/2023

Citizens Property Insurance Corporation

DocuSigned by:
By: 
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Name: Kelly Booten

Title: Chief operating officer

Date: 2/9/2023

ADDENDUM 1
PUBLIC RECORDS ADDENDUM (“ADDENDUM”)

Company Name (“Vendor”): Applications Software Technologies Corporation
Agreement Name/Number (“Agreement”): Agreement for ERP System Implementation and Support Services 16-15-0029-01
Contract Document Covered By This Addendum (“Document Covered”): Amendment No. 1 to Exhibit A to SOW
Primary Vendor Contact Name: David Dawson
Telephone: 813 777-9457
Email: ddawson@astcorporation.com

Citizens is subject to Florida public records laws, including Chapter 119, Florida Statutes. As a part of providing public access to Citizens’ records, Citizens makes its contracts available on Citizens’ external website located at www.citizensfla.com/contracts. This Addendum is incorporated into the Agreement in order to address Citizens’ public posting of the Document Covered and its disclosure to third parties.

If Vendor asserts that any portion of the Document Covered is exempt from disclosure under Florida public records laws, (the “Redacted Information”), such as information that Vendor considers a protected “trade secret” per Section 815.045, Florida Statutes, then Vendor must select the corresponding declaration below and provide the following to Vendor.ManagementOffice@citizensfla.com:

- (1) **A copy of the Document Covered in PDF format with the Redacted Information removed (the “Redacted Document Covered”); and,**
- (2) **A dated statement on Vendor’s letterhead in PDF format clearly identifying the legal basis for Vendor’s redaction of the Redacted Information (the “Redaction Justification”).**

Vendor must select one of the two declarations below. If Vendor does not select one of the two declarations below, or if Vendor fails to provide the Redacted Document Covered and Redaction Justification within thirty (30) calendar days of Vendor’s receipt of the fully executed Document Covered, then without further notice to Vendor, Citizens may post the non-redacted version of the Document Covered on its public website and may release it to any member of the public.

<u>Vendor Declaration:</u>
<p><input checked="" type="checkbox"/> Vendor WILL NOT SUBMIT a Redacted Document Covered. Citizens may post Vendor’s full, complete, and non-redacted Document Covered on its public website, and may release the Document Covered to any member of the public without notice to Vendor.</p> <p>Or</p> <p><input type="checkbox"/> Vendor asserts that a portion of the Document Covered is confidential and/or exempt under Florida Public Records law. Therefore, Vendor WILL SUBMIT a Redacted Document Covered and a Redaction Justification within thirty (30) calendar days of receipt of the fully executed Document Covered. Citizens may post Vendor’s Redacted Document Covered on its public website, or release it to any member of the public, without notice to Vendor. If Citizens receives a public records request for the Document Covered, Citizens will provide only the Redacted Document Covered and Redacted Justification to the requestor. Vendor acknowledges that, in the event of any legal challenge regarding these redactions, Vendor will be solely responsible for defending its position or seeking a judicial declaration.</p>