



Department of Management

State of Iowa IT Master Agreement  
Contract Declaration and Execution (CD&E)

1. Agreement – General Information and Term	
<b>Agreement #</b>	2026-BUS-7613
<b>Title of Agreement (“Agreement”)</b>	Human Resource Systems and Related Products and Services
<b>Cooperative or Public Entity</b>	OMNIA Partners
<b>Underlying Agreement #</b>	24-6833
<b>Underlying Agreement Website</b>	<a href="https://www.omniapartners.com/suppliers/ukg/public-sector/contract-documents#contract-2207">https://www.omniapartners.com/suppliers/ukg/public-sector/contract-documents#contract-2207</a>
<b>Start Date</b>	As of the last signature below (“Effective Date”)
<b>End Date</b>	July 13, 2029
<b>Number of Annual Renewals</b>	3
<b>Term:</b> This Agreement will remain coterminous with the Underlying Agreement unless terminated sooner in accordance with the terms set forth herein.	
<b>Use by Other Entities:</b> This Agreement may be used by any entity authorized to purchase under this Agreement.	

2. Vendor Information			
<b>Vendor:</b>	UKG Kronos Systems, LLC		
<b>Sales Contact:</b>	Michelle Mackey	michelle.mackey@ukg.com 515.360.6263	
<b>Contract Manager:</b>	Holly D. Rohleder	holly.rohleder@ukg.com 913.912.2130	
<b>Addresses:</b>	<b><u>Main Address:</u></b> UKG Kronos Systems, LLC 900 Chelmsford Steet Lowell, MA 01851	<b><u>Billing Address:</u></b> PO Box 743208 Atlanta, GA 30374-3208	<b><u>Notice Address:</u></b> EVP Chief Legal Officer UKG Inc. 900 Chelmsford Street Lowell, MA 01851 ukglegal@ukg.com
<b>SAM Unique Entity Identifier:</b>  KPJWBFLXE4N3	<b>Iowa Secretary of State Business Number:</b>  766961	<b>Incorporated under the laws of:</b>  Commonwealth of Massachusetts	<b>Security Framework - Attachment B:</b>  NIST 800-53 aligned; SOC 2, Type 2; and ISO 27001 17 and 18



3. Agency Information		
<b>Issuer:</b>	<b>Iowa Department of Management (“DOM”)</b>	
<b>Contract Manager:</b>	Contract Manager	itcontracts@dom.iowa.gov
<b>Addresses:</b>	<b><u>Contact and Billing Address:</u></b>	
	Department of Management Attn: Business Services 200 E. Grand Avenue, Ste.100 Des Moines, IA 50309 E: <a href="mailto:ITContracts@dom.iowa.gov">ITContracts@dom.iowa.gov</a>	<b><u>Main and Formal Notice Address:</u></b>  Department of Management Attn: Office of General Counsel 1007 E Grand Ave G13 Des Moines, IA 50319 email: <a href="mailto:domlegalnotices@iowa.gov">domlegalnotices@iowa.gov</a>

**4. Master Agreement Summary**

This agreement allows procurement of human capital management (HCM) and human resources information system (HRIS) products and services from UKG—including payroll, workforce management, time and attendance, onboarding, performance management, employee wellness programs, training, and related professional services (e.g., implementations, customer-site training). The products offered under the agreement include UKG Pro, UKG Pro Workforce Management, UKG Ready, and UKG TeleStaff Cloud—covering both comprehensive enterprise solutions and configurations for small to midsize or shift-based operations. Additionally, this contract supports related offerings like culture-driven HCM tools, AI-guided insights, and employee engagement and wellness modules. Terms not otherwise defined herein shall have the same meaning as set forth in the Underlying Agreement.

**5. Documents Incorporated/Order of Precedence**

This Agreement and all attachments and external documents identified below are incorporated by this reference and together comprise the terms and conditions governing the relationship between the Parties, to be interpreted in the following order of precedence:

- 1.1. The terms of any Order (as defined by the Underlying Agreement) executed hereunder;
- 1.2. Ancillary agreements unique to a Purchasing Entity making purchases hereunder that specifically address state, local, or federal regulatory or compliance concerns and which may be incorporated via a Purchasing Instrument;
- 1.3. The following Business Associate Agreement (“BAA”) is incorporated by reference solely to the extent applicable and for order of precedence. The BAA shall apply to the extent expressly designated as applicable in an Order executed hereunder. Inclusion of a reference in this section shall not, in itself, impose an obligation on Vendor unless and until such obligation is expressly incorporated into an Order.
  - 1.3.1. The Contractor’s Business Associate Agreement (“BAA”), which may be updated from time to time to conform with applicable federal laws, a current version of which is available at: [www.ukg.com/services-descriptions](http://www.ukg.com/services-descriptions);
- 1.4. The terms in Attachment A;
- 1.5. The Underlying Agreement.



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2. Signatures	
<p><b>IN WITNESS WHEREOF</b>, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties have caused their respective duly authorized representatives to execute this Agreement, which is effective as of the Effective Date.</p>	
<b>Vendor</b>	<b>State of Iowa</b>
UKG Kronos Systems, LLC	The Department of Management
<b>Authorized signature:</b>  <i>Fabrice Pajot</i>	<b>Authorized signature:</b>  <i>Kraig Paulsen</i>
<b>Date:</b> 9/17/2025   11:02 AM CDT	<b>Date:</b> 9/17/2025   3:24 PM CDT
<b>Printed Name:</b> Fabrice Pajot	<b>Printed Name:</b> Kraig Paulsen
<b>Title:</b> Sr Mgr Order Processing	<b>Title:</b> Director, Department of Management
<b>Address:</b>  900 Chelmsford st Lowell MA 01851	<b>Address:</b>  1007 E. Grand Ave. G13 Des Moines, Iowa 50309
<b>Email:</b> holly.rohleder@ukg.com	<b>Email:</b> ITContracts@dom.iowa.gov

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## Attachment A

### General Terms and Conditions

The parties may be referred to herein individually as a “Party” or collectively as the “Parties.”  
The Parties agree to the following:

#### 1. Overview.

1.1. Reserved.

1.2. Relationship between this Agreement and Orders. Each Order executed hereunder shall be deemed, upon its execution, to incorporate the terms and conditions of this Agreement and shall constitute a separate, distinct, and independent Agreement between Vendor and the applicable Purchasing Entity. To the extent a Purchasing Entity other than DOM makes a purchase hereunder pursuant to an Order executed by it, such Purchasing Entity shall be solely responsible for any payments due, duties, and obligations otherwise owed Vendor under the separate Order. In addition, notwithstanding any other provision of this Agreement to the contrary, DOM bears no obligation or liability for any other Purchasing Entity’s losses, liabilities, or obligations, including Vendor’s failure to perform, arising out of or relating in any way to this Agreement; except to the extent caused by its own acts or omission. Likewise, the State of Iowa generally bears no obligation or liability for any political subdivision or other non-State Entity’s losses, liabilities, or obligations, including the Vendor’s failure to perform, arising out of or relating in any way to this Agreement; except to the extent caused by its own acts or omission.

1.3. Incorporation of the Underlying Agreement.

1.3.1. Governmental entities making purchases hereunder shall be afforded all of the rights, privileges, warranties, and indemnifications afforded the Underlying Agreement, and such rights, privileges, warranties, and indemnifications shall accrue and apply with equal effect to governmental entities making purchases hereunder. Except as otherwise provided herein or in a Purchasing Instrument, Vendor shall perform all duties, responsibilities and obligations required under the Underlying Agreement in the time and manner specified thereunder. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the Underlying Agreement, such conflict or inconsistency shall be resolved in accordance with Order of Precedence herein.

1.3.2. Any references in the Underlying Agreement to the governmental entity or its governmental units, or to rights and privileges granted to such governmental units, shall be interpreted to mean the State of Iowa and its equivalent governmental entities for the purposes of this Agreement. Similarly, any references to the governmental entity statutes, regulations, case law, or other legal authorities shall be construed as references to the corresponding Iowa legal authorities addressing substantially similar subject matter.

#### 2. Modifications to the Underlying Agreement.

2.1. Conflicting Terms Superseded by Applicable Law. To the extent any provision of the Agreement conflicts with Applicable Law, such provision shall be deemed void and of no effect. The following provisions as applicable to the State of Iowa shall govern the Agreement:



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- 2.1.1. *Indemnification.* To the extent prohibited under Iowa Constitution, Article VII, § 1, the State of Iowa shall not be required to indemnify private entities. To the extent prohibited under Iowa Constitution, indemnification clauses in the Agreement requiring the State to indemnify the Vendor are void.
- 2.1.2. *Payment Terms.* Pursuant to Iowa Code § 8A.514, the State shall not be obligated to pay invoices in fewer than 60 days.
- 2.1.3. *Limitation of Liability.* To the extent an Order is for Information Technology Procurement, Information Technology Devices, and Information Technology Services (each as defined by Iowa Admin Code § 11-120.2), any stated limitations of liability shall be in accordance with and not in violation of Iowa Admin Code § 11-120.5.
- 2.1.4. *Attorney General Participation.* Pursuant to Iowa Code § 13.2(1)(b), the Iowa Attorney General retains the right to participate in the defense of any legal action involving the State.
- 2.1.5. *Sales Tax.* Per Iowa Code § 423.3(31), the State is exempt from sales tax. Any provision requiring the State to pay sales tax is void.
- 2.2. Additional State Contracting Standards. The following preferences shall apply unless otherwise approved in writing by the State:
  - 2.2.1. *Governing Law and Venue.* The Agreement shall be governed by the laws of the State of Iowa, without giving effect to the choice of law principles of Iowa law. Any litigation in connection with this Agreement shall be brought and maintained in the state or federal courts sitting in Polk County, Iowa.
  - 2.2.2. *Confidentiality.* Any confidentiality provisions must comply with Iowa Code Chapter 22 (Open Records Law). Notwithstanding any confidentiality obligations in the Agreement, Vendor acknowledges that the State or the Purchasing Entity may be compelled to disclose Confidential Information pursuant to the Federal Freedom of Information Act and any state equivalents or other open-records or public disclosure Applicable Laws. Vendor acknowledges that, unless an exemption to disclosure or other law superseding the requirement for disclosure applies, the State or Purchasing Entity may disclose only such Confidential Information to third parties upon written request solely to the extent compelled by such Applicable Laws; provided that, prior to any such disclosure, State or Purchasing Entity (whichever applies) provides prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Vendor's cost, if Vendor wishes to limit or contest the scope of the disclosure in whole or in part.
  - 2.2.3. *Dispute Resolution.* Any clause in the Agreement that purports to require mandatory arbitration, mediation, or waiver of jury trial is hereby void and of no effect. The Parties expressly reserve all rights to pursue or defend any legal action in a court of competent jurisdiction, including the right to a jury trial.
- 2.3. Prohibited Terms. The following terms are not permitted and shall not be enforceable:
  - 2.3.1. *Use of Offshore (OCONUS) Personnel or Data Storage.* Storage and retention of Customer Data at rest and all backups shall occur solely in the continental United



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States of America. Vendor shall not allow Vendor personnel to store or retain Customer Data on any portable devices, including personal computers, tablets, or cell phones. Upon receipt of a Participating Entity’s initiated support case, and with Participating Entity’s oversight, Vendor staff physically located in the locations addressed under Vendor Affiliate Subprocessors at <https://www.ukg.com/ukg-subprocessors>, may have limited incidental access to Customer Data via a screen sharing session, and in rare circumstances access to Customer Data through the Services. In the event Vendor stands up additional global support locations, Vendor’s will conduct risk assessments, taking into account criteria such as the global terrorism index (GTI), OFAC sanctioned countries, the U.S. Department of State “Do Not Travel” recommendations and other criteria to determine the risk associated with those additional support locations. Customer will be notified of changes to Vendor’s Subprocessors in accordance with Vendor’s DPA. Customer Data input into the Services shall be secured using an industry standard protocol, such as Transport Layer Security (TLS). Vendor shall encrypt Customer Data using industry standard technology, such as AES-256 encryption standard for data at rest.

2.4. Administrative Fees and Reporting.

2.4.1. Vendor shall provide one percent (1.00%) administrative fee on all sales made through this Agreement, without affecting authorized prices/rates. This one percent (1.00%) administrative fee shall be paid quarterly to the Iowa Department of Management, Attn: Chief Financial Officer, at the billing address located in CD&E section. Payment shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Reporting and Fee Due</u>
September 30 (Q1)	October 31
December 31 (Q2)	January 31
March 31 (Q3)	April 30
June 30 (Q4)	July 31

2.4.2. The Vendor shall submit a quarterly report via email to **ITContracts@dom.iowa.gov** detailing all sales in the State of Iowa and identifying the Purchasing Entity, the Order number, and the State of Iowa Contract number. The quarterly sales report is due on the dates listed above.

2.5. Insurance.

2.5.1. Insurance Requirement. The Vendor shall, at its sole expense, maintain in full force and effect, insurance covering its work of the type and in amounts required by this attachment. Vendor’s insurance shall, among other things, insure against any loss or damage resulting from or related to Vendor’s performance of the Agreement, regardless of the date the claim is filed or expiration of the policy. All insurance policies required by this Exhibit shall: (a) remain in full force and effect for the entire Term of the Agreement; and (b) not be reduced, changed (to the detriment of DOM, the Purchasing Entity, or any governmental entities), or canceled (without being simultaneously replaced by another policy meeting the requirements of this section).



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- 2.5.2. Exclusion. The following insurance obligations do not apply in any setting in which a Vendor only provides licensed software to the Purchasing Entity and does not have access to Customer Data through that relationship.
- 2.5.3. Insurance Policies. Unless otherwise requested by the Purchasing Entity, the Vendor shall cause to be issued insurance policies with the coverages set forth below:

<u>Type of Insurance</u>	<u>Limit</u>	<u>Amount</u>
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Products – Comp/Op Aggregate Personal injury Each Occurrence	\$2 million  \$1 million \$1 million \$1 million
Excess Liability, umbrella form	Each Occurrence Aggregate	\$1 million \$1 million
Technology Errors and Omissions Insurance	Each Occurrence Aggregate	\$5 million \$5 million
Workers Compensation and Employer Liability	As Required by Iowa law	\$2 million
Cyber Liability / Network Security	Each Occurrence Aggregate	\$5 million \$5 million

- 2.5.4. Claims Provision. All insurance policies required by this Exhibit, with the exception of the policy for Errors and Omissions Insurance, must provide coverage on an “occurrence basis” for all claims arising from activities occurring during the term of the policy, regardless of the date the claim is filed or expiration of the policy. The policy for Errors and Omissions Insurance will provide coverage on a “claims made” basis, provided, however, that such policy includes an extended reporting period or tail coverage.
- 2.5.5. Certificates of Coverage. The Vendor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the Agency upon execution of this Contract. Send the Certificate of Insurance (COI) to the DOM contract email address: **ITContracts@dom.iowa.gov**. Include in the COI the following additions:

COI - Description of Operations box shall state:

The State of Iowa and the Iowa Department of Management are named as additional insured via blanket endorsement for General Liability and ongoing operations. Such protection shall be primary and non-contributory with respect to State of Iowa and the Iowa Department of Management’s insurance, but only with respect to Vendor’s sole negligence.