EXHIBIT A

FORM SCOPE OF SERVICES AGREEMENT 2025-08

DVHP INC. DBA DEVIQ

THIS SCOPE OF SERVICES AGREEMENT ("SOSA") is made and entered into this _____ day of _____, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the "County"), and **DVHP INC. DBA DEVIQ**, authorized to do business in Colorado (the "Consultant"). The County and the Consultant are sometimes collectively referred to herein as the "Parties".

RECITALS

WHEREAS, the County has an active Master Services Agreement dated October 31, 2023, (the MSA) with the Consultant to perform services for the County governed and executed through Scope of Services Agreements (SOSA); and

WHEREAS, the County would like to engage the services of the Consultant to assist with creating an integration platform for communicating between Dynamics 365 and various third-party vendors; and

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the Parties agree as follows:

1. **MASTER SERVICES AGREEMENT:** This SOSA is subject and subordinate to the terms and conditions specified in the Master Services Agreement (MSA), executed between the Parties.

2. **SCOPE OF WORK:** All services described in <u>Exhibit 1</u>, attached hereto and incorporated herein, shall be performed by Consultant.

3. **MAXIMUM CONTRACT LIABILITY:** Any other provisions of this SOSA notwithstanding, in no event shall the County be liable for payment under this for any amount in excess of **ONE HUNDRED THIRTY-TWO THOUSAND FIVE HUNDRED SIXTY-ONE DOLLARS AND ZERO CENTS ($132,561.00)** in Fiscal Year 2025, unless a mutually agreed to and approved Change Order is executed. The County is not under obligation to make any future apportionment or allocation to this SOSA. Any potential expenditure for this SOSA outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

4. **TERM:** It is mutually agreed by the parties that the term of this SOSA shall commence as of 12:00 a.m. on **September 23, 2025**, and terminate at 12:00 a.m. on **July 31, 2026**. This

SOSA and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

5. **COUNTY EXECUTION OF AGREEMENT**: This SOSA is expressly subject to and shall not be or become effective or binding on the County, until execution by all signatories of the County.

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Exhibit 1

Dynamics 365 Third-Party Integration Platform
Scope of Services Agreement

Prepared For

DOUGLAS COUNTY
COLORADO

Revision September 12, 2025

Prepared By

Eric Brown

eric.brown@deviq.io

Contents

Executive Summary

This Scope of Services Agreement (SOSA) describes the effort to perform Construction activities related to creating an integration platform between Dynamics 365 and various third-party vendors using the county's established and preferred, common architecture based on Microsoft's Azure cloud platform and related technologies.

Dynamics 365 Initiative

Douglas County is undergoing an ERP migration to Dynamics 365, specifically related to financial operations. As part of this initiative, integrations with various third-party vendor solutions are required. Douglas County needs to establish an integration pattern that leverages Azure platform services in a manner that can be reused for future integrations and limits tightly coupled communication between the vendors and Dynamics 365.

Solution Overview

Dynamics 365 Event-Driving Messaging:

a. X++, event-driven messaging to/from Azure Servies (developed by third-party vendor contracted with Douglas County)

Azure Services:

a. Azure Services for messaging handling (APIs, Queues, etc.)

b. Azure Services for data transformation

c. Azure Services for vendor integration via vendor API or SFTP (secure file transfer protocol) file transfers

d. Azure Network Security services (virtual networks, security groups, firewalls, key vaults, etc.)

e. Log Analytics for monitoring integration activities and exceptions

Vendor interfaces

a. SAM.gov: Vendor debarment verification

b. JP Morgan: P-Card Workbench

c. CFMS: Colorado Financial Management System reporting

d. JD Edwards: Personnel, Position Control, and Payroll sync, Service Now data

e. MSB: Municipal Service Bureau credit card processing information

Original Integration Flow Concept

Event-driven, loosely coupled architecture

Using asynchronous messaging via Azure Service Bus as a broker to decouple the systems and avoid tight dependencies

D365 F&O and third-party apps can evolve independently. Issues in one system will not bring the entire integration down - messages will wait in the queue until system recovers

Imporve resilience, flexibility, and maintenability
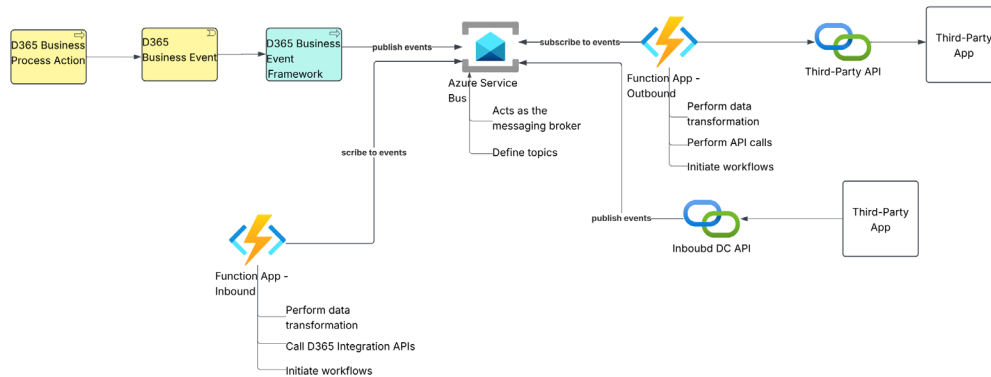
Scope, Approach and Deliverables

This SOSA's purpose is to provide resources according to the Staffing Plan. These resources will be focused on technology oversight and software development in support of the Construction phase of the Dynamics 365 initiative. The objective is to create an integration platform that decouples communication between Dynamics 365 and various vendor end-points.

Scope

During this phase, we will define requirements, establish design patterns, develop Proofs of Concept, and implement production-ready solutions. We will also work with the Douglas County Architectural Review Board to establish the Solution Architecture. Lastly, we will leverage Douglas County's Azure DevOps for recording, tracking, and deploying each element of the implementation.

Approach

Discover the requirements for and design an integration platform between Dynamics 365 and various third-party vendors.

- Establish categories of integration workflows (e.g., SFTP operations, RESTful APIs, SOAP APIs, etc.) for each of the vendor interfaces

- Design and document interface definitions for Dynamics 365 & vendor endpoints outlined in the Executive Summary

- Document requirements using an Azure DevOps Backlog

- Create a Construction plan consisting of work effort estimates, staffing plan, and overall project timeline

- Prepare a standard Solution Design for ARB (Architectural Review Board) approval

- User Acceptance Testing (UAT) will take place throughout Constructions as the development and testing of each integration is complete

Deliverables

1. Infrastructure

    a. Azure services in support of middleware functions via Infrastructure as Code (IaC)

    b. Azure DevOps build pipelines and releases

2. Development and Deployment of Production-Ready middleware connecting D365 to the following vendor interfaces.

    c. SAM.gov: Vendor debarment verification

    d. JP Morgan: P-Card Workbench

    e. CFMS: Colorado Financial Management System reporting

    f. JD Edwards: Personnel, Position Control, and Payroll sync, Service Now data

    g. MSB: Municipal Service Bureau credit card processing information

Completion Criteria – Definition of Done

- Delivery of the above Deliverables in adherence to Douglas County project management processes and tools.

Dependencies

SOSA and project dependencies are defined below:

- Access to and assistance from Douglas County end users, product owner(s), and systems analysts
- Access to and assistance from the Douglas County IT team and technical experts familiar with the Dynamics 365 initiative and third-party integration endpoints.
- Access to technical integration documentation related to Dynamics 365 and all third-party integration endpoints.
- Timely and collaborative interactions with Douglas County's third-party Dynamics 365 implementer
- Schedule and resource alignment associated with the Dynamics 365 initiative
- Schedule and resource alignment associated with the third-party vendors
- Access to technical environments needed to perform this SOSA.

Engagement Team Roles and Responsibilities

In this section, we discuss the points regarding the governance model, the proposed team and its functions and responsibilities.

The **governance model** includes the existence of the following committees:

− Steering Committee – meets every two weeks, aligned with Sprint reviews, as the combined project team deems necessary; includes project sponsors for Douglas County and DevIQ and the Project Manager(s).

− Weekly Status Meeting with the Douglas County and DevIQ project team

The **roles and responsibilities** for DevIQ and Douglas County are defined in the table below.

Roles and Responsibilities

Project Roles	Project Responsibilities
DC Project Manager and Scrum Master	Inception: • Oversee project initiation and management. Ensure project planning, coordination of meetings, stakeholder communication, and progress reporting are aligned with PMO standards. Start and guide the project through initial phases. Prepare/Coordinate DevOps backlog creation. Construction: • Manage project delivery and ensure compliance with PMO standards. Coordinate Scrum Ceremonies. Provide ongoing project management and reporting.
Vendor Project Manager (DevIQ)	Manage vendor team with time reporting and budget updates. Point of contact for meeting coordination, drive project progress.
Solution Architect (DevIQ)	Inception: • Define the overall system architecture and ensure the Solution Design Document is comprehensive. Identify and prioritize initial tasks (Sprint 0 activities). Construction: • Monitor architectural integrity throughout the project, assist in technology implementation, and address technical challenges. Maintain and update project documentation.
Enterprise Application Architect (DC)	Inception: • Collaborates with stakeholders to define technical requirements, ensuring alignment with project goals. • Review deliverables, ensuring alignment with enterprise integration principles, D365 F&O compatibility, and non-functional requirements (e.g., security, performance, scalability). Construction: • Architectural Oversight & Technical Governance: Ensure the middleware design aligns with integration architecture best practice (security, scalability, exception handling), considering D365 F&O integration constraints. • Vendor Coordination & Quality Assurance: Act as the technical liaison with vendors, validate deliverables, oversee integration testing, and ensure proper documentation for handover and support. • Risk Management: Identify and mitigate integration risks, guide decision-making on critical technical choices, and ensure the solution supports both functional requirements and compliance standards.
Infrastructure Tech Lead (DC)	Inception: • Review and validate the proposed infrastructure solutions. Construction: • Provide technical support for infrastructure-related development activities.

Project Roles	Project Responsibilities
IT Application Owner (or) Product Owner | Systems Analyst (DC)	Inception: • Collaborate on gathering and authoring functional requirements. Create requirements as user stories in DevOps. Develop test plans for Functional Unit Testing (FUT) and User Acceptance Testing (UAT). • Define acceptance criteria and develop the QA test plan. Construction: • Execute Functional Unit Testing, log defects, Conduct User Acceptance Testing and approve the release for production.
QC Lead (DC SAs)	Inception: • Gather/review/author acceptance criteria, build QA test plan Construction: • QA Validation, Logging Bugs
Development Tech Lead (DevIQ)	Inception: • Gather/review/author requirements, design solution, estimate effort, prototype new tech. Construction: • Lead development effort, ensure adherence to best practices, PR approval, develop according to documented requirements
Development Team (DevIQ)	Inception: • Collaborate on requirement gathering, design the solution, estimate development effort, and prototype new technologies. Construction: • Develop features according to specifications, participate in code reviews (PRs), fix defects, prepare for demonstrations, engage in scrum ceremonies, and maintain backlog health.
DC Developers	Inception: • Collaborate on requirement gathering, design the solution, estimate development effort, and prototype new technologies to gain experience. Construction: • Collaborate and Learn: Work alongside the outsourced team to understand the middleware design and integration patterns. • Support Testing and Debugging: Participate in testing activities, assist with issue resolution, and gain hands-on experience with middleware tools and logs. • Prepare for Post-Go-Live Support: Document key components, attend knowledge transfer sessions, and build readiness to maintain and support the solution after deployment.

Project Roles	Project Responsibilities
DC' third-party Dynamics 365 implementer (Crowe)	**Inception:** • Specify Data Contracts & Mapping Rules: Provide detailed specifications for D365 data structures, including field-level mappings, transformations, and validation rules for integration with third-party applications. • Confirm Feasibility of Integration Scenarios: Advise whether standard D365 APIs (e.g., OData, DMF, custom services) can support required use cases, and recommend customizations if necessary. **Construction:** • Configure and Expose Integration Interfaces • Set up and test D365 data entities, APIs, custom services, or batch jobs to be consumed by the middleware. • Support Middleware Integration Testing • Validate inbound and outbound data flows from D365, ensuring proper posting, data accuracy, and compliance with business rules. • Provide Troubleshooting Support • Assist in diagnosing errors, resolving issues related to D365 configurations or business logic, and adjusting endpoint behavior as needed.
Business Product Owner / Business Stakeholder (DC)	**Inception:** • Provide business requirements participating in grooming session **Construction:** • User Acceptance Testing, Sign off on the release to production

Organizational Responsibilities

To support the successful completion of the services provided in this SOSA, Douglas County and DevIQ's ability to perform the Services and provide the Deliverables in a satisfactory and timely manner requires reasonable cooperation between the Parties. In light of such acknowledgment, each Party agrees as follows:

Duties of the County:

- Provide adequate access to key resources associated with any SOSAs.

- Cooperate and provide all the information the County has about the requested Services and Deliverables. This includes written description of desired Deliverables, and all applicable laws, rules, and industry regulations and standards that must be met during the creation, delivery and maintenance of the Services and Deliverables.

- Oversee progress on the Services and Work Product and express any issues or concerns in a timely manner.

- Respond promptly to any Consultant request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for the Consultant to perform Services in accordance with the requirements of this Agreement and any SOSA.

- Provide such materials and other information as the Consultant may reasonably request in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects; and

- Provide timely and specific feedback on all Services and submitted Deliverables (draft and final), along with any expected next steps, as requested by the Consultant.

Duties of the Consultant:

- Determine the method, details, and means of performing the Services and providing the Deliverables.

- Provide timely responses and communication, including providing feedback and recommendations on and any necessary adjustments regarding the County's inquiries and feedback; and

- Provide the Services and Deliverables in accordance with the applicable SOSA.

Duties of both parties:

- Coordinate any change to this SOSA (whether cost impacting or not) with Project Sponsor and process them using a Change Management Authorization Form, once mutually accepted.

- Collaborate to adjust engagement schedules and re-deploy resources in an expeditious manner in the event of schedule delays that are beyond the control of either party.

- Meet after this engagement to bring to closure the engagement and capture, discuss and resolve any engagement issues that may have arisen.

Project Constraints

Budget and time constraints for the overall engagement.

Douglas County third-party Dynamics 365 implementer is scheduled to start the integration development work on September 23, 2025. The Dynamics 365 initiative is scheduled for Conference Room Pilot (CRP) in January of 2026. Work related to the third-party vendor integration must be complete no later than December of 2025.

The following represent the target delivery dates for each integration as defined by Douglas County.

0%	◢ 6 DevIQ Timeline	57 days	Mon 9/22/25	Fri 12/12/25	
0%	6.1 JPMorgan	10 days	Mon 9/22/25	Fri 10/3/25	
0%	6.2 SAM.Gov	15 days	Mon 10/6/25	Fri 10/24/25	376
0%	6.3 CFMS	10 days	Mon 10/27/25	Fri 11/7/25	377
0%	6.4 MSB	9 days	Mon 11/10/25	Fri 11/21/25	378
0%	6.5 JDE Personnel	13 days	Mon 11/24/25	Fri 12/12/25	379
0%	6.6 JDE Payroll	13 days	Mon 11/24/25	Fri 12/12/25	379
0%	6.7 JDE Dept/BU	13 days	Mon 11/24/25	Fri 12/12/25	379

Staffing Plan

Construction	Resource(s)	Focus Area	Hourly Rate	Hrs	$ Estimate	Construction													Total Hours	% of Total
						23-Sep	30-Sep	7-Oct	14-Oct	21-Oct	28-Oct	4-Nov	28-Oct	4-Nov	11-Nov	18-Nov	25-Nov	2-Dec	Hrs	%
						1	2	3	4	5	6	7	8	9	10	11	12	13		
Project Management/Scrum Master	Rachna	PM/Scrum	$185	26	$4,810	2	2	2	2	2	2	2	2	2	2	2	2	2	26	3%
Architect	Eric B	Architecture/Design	$250	52	$13,000	4	4	4	4	4	4	4	4	4	4	4	4	4	52	5%
Tech Lead	Joe B.	Architecture/Development	$200	260	$52,000	20	20	20	20	20	20	20	20	20	20	20	20	20	260	25%
Douglas County Development	Randy M.	Development	$0	156	$0	12	12	12	12	12	12	12	12	12	12	12	12	12	156	15%
Douglas County Development	Robert L.	Development	$0	156	$0	12	12	12	12	12	12	12	12	12	12	12	12	12	156	15%
Development	Mariano	Development	$130	390	$50,700	30	30	30	30	30	30	30	30	30	30	30	30	30	390	38%
			Total	1,040	$120,510	80	80	80	80	80	80	80	80	80	80	80	80	80	1040	100%
			Contingency	10%	$12,051															
			Total w/Contingency		$132,561															

Fees and Expenses

Below are the fees and invoicing milestones associated with the work outlined in this SOSA:

Construction and UAT: September 23 – December 13, 2025

Resource Rates

Role	Hourly Rate
Technical Lead	$200
Software Dev (Nearshore)	$130
Project Manager	$185
Solution Architect	$250

This is a good faith estimate of the effort required to accomplish the tasks listed above. If additional work not outlined in this SOSA is required, a fully executed, mutually agreed to change order will be required. Many tasks are done in parallel and are spread across multiple resources.

Pricing Assumptions

- Quoted fees are on a **Time & Materials** basis for the scope, timeline and staffing described herein.
- Douglas County will pay all reasonable travel-related expenses incurred by DevIQ Consultant(s) for this engagement. Travel and related expenses are in addition to the fees above and will be billed monthly at the actual cost.
- This Scope of Services Agreement, if unexecuted, is valid for 30 days. After 30 days, DevIQ reserves the right to reassess the scope, timing, and pricing due to possible changes in the Douglas County environment and/or resource availability.
- Durations represented are only estimates and do not include any 'breaks' in engagement activities in between phases.
- All fees and expenses in this section are limited to the Maximum Contract liability section 3 in the MSA

SOSA Change Control

Changes are broadly defined as work activities, work products, or deliverables not originally planned for this SOSA. This may include, but is not limited to:

- Douglas County requests changes to scope of work and/or specifications for the Services,

- Non-availability of resources which are beyond either party's control; and/or,

- Environmental or architectural impediments not previously identified.

- Participation in activities not included in the SOSA.

- Rework of completed activities or accepted deliverables.

- Investigative work to determine the impact of major changes.

In the event either Douglas County or DevIQ desires to change this Scope of Services Agreement, the party requesting the change will notify the other party in writing. The change request needs to describe the reason for the change and the effect the change will have on the scope of work and pricing, which may include changes to the deliverables, staffing, schedule and/or budget.

Upon mutual agreement to implement the Change Request, the appropriate authorized representatives of the parties will sign the Change Request Authorization Form indicating the acceptance of the changes by the parties. Management from both DevIQ and Douglas County must sign the Change Request Form to authorize any change to the SOSA.

Whenever there is a conflict between the terms and conditions set forth in a fully executed Change Request Authorization and those set forth in the original SOSA, the terms and conditions of the most recent fully executed Change Request Authorization shall prevail.

Payment Terms

Payment of invoices will be governed by the terms outlined in the MSA signed October 31, 2023, and per the milestone invoice schedule above in the Fees and Expenses section.

DevIQ will submit the periodic monthly invoices per the above schedule, to Douglas County for all services provided and for travel-related and other expenses. All invoices should include timesheet to support amount billed. All invoices are due within thirty (30) days of receipt.

Payments should be sent to: ITBusinessServices@douglas.co.us

Scope of Services Agreement Approval

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in counterpart originals by their authorized representatives. Indication of your acceptance of this Agreement will be provided via DocuSign. Upon receipt of this signed SOSA, the Project Manager will confirm your engagement dates.

The undersigned have reviewed this document and approve its contents.

DOUGLAS COUNTY   **DEVIQ**

By:_____   By:_____

Name: _____   Name: _____

Title: _____   Title: _____

Date:_____   Date:_____

UPON ACCEPTANCE OF TERMS AND CONDITIONS, EXECUTABLE DOCUMENTS WILL BE DELIVERED VIA DOCUSIGN.

SAMPLE: Change Request Authorization Form

Change Request No   CO-001 _____

Requester Name   _____

Requester Company Name   _____

Date Requested   _____

Response Requested By   _____

Change Requested

Estimated Schedule Impact

Estimated Cost Impact

Change Request Approved

The undersigned have reviewed this document and approve its contents.

DOUGLAS COUNTY   **DEVIQ**

By:_____   By:_____

Name:_____   Name: _____

Title:_____   Title: _____

Date:_____   Date: _____