

**AMENDMENT TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
AXSIUM GROUP**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and AXSIUM GROUP, A Division of Knightsbridge Human Capital Management, Inc. hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an agreement for consulting services for the configuration, setup and integration of Biometric Clock devices for the County's Health System with Automated Time Keeping System (ATKS) on February 14, 2012;

WHEREAS, the parties wish to amend the agreement, increasing the amount by THREE HUNDRED THOUSAND DOLLARS (\$300,000) to SEVEN HUNDRED FIFTY THOUSAND ONE HUNDRED SIXTY DOLLARS (\$750,160);

WHEREAS, the parties wish to add additional workflows and processes to the Exhibit "A" of the Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 of the Agreement is amended to read as follows:
In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed Seven Hundred Fifty Thousand One Hundred Sixty Dollars (\$750,160).
2. Exhibit "A" of the Agreement is amended to include the following:
 - a) Improve Application simplicity and easy to use for employees:
 - i. New workflow for employees to review and, if required, update their timesheet.

- ii. Including the tool so employees can review their weekly summary, agree and submit for Manager review and approval
- b) Employee scheduling process
- c) Update workflow for Manager review and approve employee's timesheet
- d) Create Reporting and Auditing tools to review employee activities and overtime
 - i. Reporting employee attendance violations
 - ii. Allowing the tracking and reporting of changes made to timesheets
 - iii. Overtime reports
- e) Customization to the clocks devices software (EmployTouch)
- f) Wave Rollout

3. Exhibit "B" of the Agreement is replaced as follows:

PROFESSIONAL SERVICES	\$668,160
TRAVEL EXPENSES	\$82,000
Total not to exceed	\$750,160

Contractor will invoice for services based on the following hourly rates:

PROJECT DIRECTOR	\$175 per hour
MANAGING CONSULTANT/FUNCTIONAL	\$165 per hour
TECHNICAL CONSULTANT	\$165 per hour
COGNOS CONSULTANT	\$165 per hour
CHANGE MANAGEMENT SPECIALIST	\$165 per hour
TRAINER SPECIALIST	\$165 per hour
FUNCTIONAL CONSULTANT	\$165 per hour
PROJECT MANAGER	\$165 per hour
EMPLOYTOUCH	\$165 per hour

Contractor will provide the County's Information Services Department with original receipts for all reimbursable expenses. Contractor shall be reimbursed for mileage at \$0.56 per mile, or the current IRS rate, and direct costs for lodging, car rental, and airfare. Meals shall be reimbursed at the County's per diem rate of \$45 per day.

The County will submit payment within thirty (30) days of receipt of invoice upon the approval of work performed during the billing cycle.

In no event shall total payment under this Agreement exceed Seven Hundred Fifty Thousand One Hundred Sixty Dollars (\$750,160).

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

4. All other terms and conditions of the Agreement executed on February 14, 2012, between the County and Contractor, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

*A Political Subdivision of the
State of California*

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Axsium Group

Contractor's Signature

Date: _____