

**AMENDMENT #2 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";

WITNESSETH:

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 Two Hundred Forty Seven Thousand One Hundred Eighty Dollars (\$247,180) to Nine Hundred Ninety Seven Thousand Three Hundred Forty Dollars (\$997,340);

WHEREAS, the parties wish to extend the Agreement's end date to August 31, 2013;

WHEREAS, the parties wish to add additional deliverables to the Agreement's Exhibit "A".

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 payments 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 Nine Hundred Ninety Seven Thousand Three Hundred Forty Dollars (\$997,340).
2. Section 4 Paragraph 1 of the Agreement is amended to read as follows:
Subject to compliance with all terms and conditions, the term of this Agreement shall be from February 14, 2012, through August 31, 2013.

3. Exhibit “A” of the Agreement is amended to include the following:

TRAINING MATERIALS

Contractor will update the training materials to reflect the enhancements to the ATKS system based on both feedback from pilot users who went live on December 2012 and on scenario-based walkthroughs. Contractor will also evaluate all materials to ensure that key functionality is clearly defined to ensure a successful user experience. These materials include:

- A PowerPoint presentation (Training deck)
- Practice examples in a non-production environment

County Involvement

- Provide remote access to ATKS development and training environment
- Coordinate subject matter experts (e.g., IT, payroll, HR, operations) for scheduled content reviews
- Timely review and approval of training delivery material drafts
- Manage production of printed materials for instructor-led training (training deck handouts and job aids)
- Update existing trifold brochures and create and post time clock instruction sheets

Contractor Deliverables

- Training deck materials for supervisors and employees, focusing on scenario-based (contextual) walkthroughs

TRAINING DELIVERY

The ATKS “go live” has been separated into multiple waves to better manage the system changes and maximize opportunities for user training. The initial “go live” was successfully executed in December 2012. This was for a small group of users at the San Mateo Medical Center (SMMC).

Contractor will provide resources to the County for conducting onsite training classes and providing end user “go live” support for waves 3 through 6. The duration and dates for these resources is laid out in the “Timeline” section of this document.

While onsite, Contractor consultants will lead the training classes of end users using the materials that have been created by Contractor with support from County resources as appropriate. Also, the consultants will provide end user support for each “go live” wave and assist with “triaging” the support requests from the end users. This will include activities like answering questions, resolving issues, and executing the necessary tasks to cutover the users to the new ATKS screens.

County Involvement

- Manage training session logistics (classrooms, equipment including white boards, overhead projection units, instructor and student computer access to ATKS system, printed materials, etc.)
- Coordinate sign-up and attendance for all sessions, including creation, distribution, and post-session collection of any necessary sign-up and attendance sheets
- Perform training environment data refresh/reset after each session
- Facilitate classroom organization by County Subject Matter Expert/Functional Consultant to address organizational process/policy questions and issues
- Manage pre- and post-training communication with attendees, as necessary, to ensure effective mastery of the training topics

Contractor Deliverables

- Provide instructor to lead training classes
- Support end users for each “go live” wave through support requests

KNOWLEDGE TRANSFER

Contractor will create an end-user oriented Knowledge Transfer Document that can be used as a reference manual by the County’s calculation groups. Contractor will hold a detailed review workshop in order to review the Knowledge Transfer Document at the County’s request. The Knowledge Transfer Document will include:

- How Workbrain is configured and how the foundational elements work together
- Shift Premiums
- Time Codes and Hour Types
- Core Rules
- Custom Rules
- Condition Sets
- Conditions

Timeline

Contractor anticipates a full project duration as follows. The work for this project will be conducted onsite at the County’s Information Services Department offices and remotely as determined by the County and Contractor project teams. Instructor-led training delivery and “go live” support will be conducted on-site at the County’s location.

Month	March	April				May				June				July				
Sunday	24	31-Mar	7	14	21	28-Apr	5	12	19	26	2	9	16	23	30-Jun	7	14	21
Workshop - Requirements and Scoping																		
Create Core Training Content																		
Create Training Class Materials								1st class possible										
Training Class and Go Live Support																		
Create CBTs																		
Deploy to LMS (SMMC)									SMMC	SMMC								
Update Manuals																		
Group Go Live				2				3		4		5		6				

4. Exhibit “B” of the Agreement is replaced as follows:

PROFESSIONAL SERVICES	\$864,340
TRAVEL EXPENSES	\$133,000
Total not to exceed	\$997,340

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 Nine Hundred Ninety Seven Thousand Three Hundred Forty Dollars (\$997,340).

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

5. All other terms and conditions of the Agreement executed on February 14, 2012, between the County and Contractor, as previously amended, 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: _____