

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
STEELBRIDGE SOLUTIONS, INC.**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2013,  
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and  
SteelBridge Solutions, Inc., hereinafter called "Contractor";

**W I T N E S S E I 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, it is necessary and desirable that Contractor be retained for the  
purpose of providing change management services for the County's HRIS/payroll  
implementation project.

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

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and  
incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

**2. Services to be performed by Contractor**

In consideration of the payments set forth herein and in Exhibit B, Contractor shall  
perform services for County in accordance with the terms, conditions, and  
specifications set forth herein and in Exhibit A.

**3. Payments**

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.  
County reserves the right to withhold payment if County determines that the quantity  
or quality of the work performed is unacceptable. In no event shall County's total  
fiscal obligation under this Agreement exceed Five Hundred Sixty Seven Thousand  
Eight Hundred Forty Dollars (\$567,840).

**4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 10, 2013, through September 9, 2015.

This Agreement may be terminated by Contractor, the Information Services Department (ISD) Director or his/her designee at any time without a requirement of good cause upon thirty (30) days written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

**5. Availability of Funds**

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

**6. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**7. Hold Harmless**

7.1 General Hold Harmless. Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including Contractor or its employees/officers/agents; (B) damage to any property of any kind whatsoever and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

#### 7.2 Intellectual Property Indemnification.

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets ("IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**8. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

**9. Insurance**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Workers' Compensation and Employer's Liability Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.
- (2) **Liability Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

(a)	Comprehensive General Liability . . . . .	\$1,000,000
(b)	Motor Vehicle Liability Insurance . . . . .	\$1,000,000
(c)	Professional Liability. . . . .	\$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

#### **10. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

#### **11. Non-Discrimination and Other Requirements**



- A. *General non-discrimination.* No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.
- B. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.
- C. *Section 504 of the Rehabilitation Act of 1973.* Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.
- D. *Compliance with County's Equal Benefits Ordinance.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:
- ☐ Contractor complies with Chapter 2.84 by:
    - ☐ offering the same benefits to its employees with spouses and its employees with domestic partners.
    - ☐ offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
  - ☒ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
  - ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.
- E. *Discrimination Against Individuals with Disabilities.* The Contractor shall



comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.

- F. *History of Discrimination.* Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

- G. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation; and/or
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this Section and/or to set off all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and

Commission, or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

#### **12. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

#### **13. Retention of Records, Right to Monitor and Audit**

(a) Contractor shall maintain all required records for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit of County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State, and local agencies, and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

#### **14. Merger Clause & Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each



party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**15. Controlling Law and Venue**

The validity of this Agreement and of its terms or provisions, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**16. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

**In the case of County, to:**

Name/Title: Jon Walton, ISD Director  
Address: 455 County Center, Redwood City, CA 94063  
Telephone: 650-363-4739  
Email: jwalton@smcgov.org

**In the case of Contractor, to:**

Name/Title: Susan Richards, CEO, SteelBridge Solutions Inc.  
Address: 2451 Cumberland Parkway, Suite 3228,  
Atlanta, GA 30339  
Telephone: 404-259-0865  
Email: susan.richards@steelbridgesolutions.com

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☒ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☒ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo  
County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

Steelbridge Solutions, Inc.

  
Contractor's Signature

Date: 9/1/13

(Revised 7/1/13)

## **Exhibit A**

In consideration of the payments set forth in Exhibit C, Contractor shall provide the following services:

- Manage the County staff designated as change readiness leaders
- Prepare a Change Readiness Plan
- Prepare a comprehensive Communication Plan for the project
- Prepare an End User Training Plan and End User Materials Prepare and Deliver Train-the-Trainer materials
- Build commitment and ownership of the new system with stakeholders
- Focus key messages from the project to the right people
- Encourage proactive and tailored preparation by departments to minimize project risk
- Escalate department issues and facilitating decision processes
- Measure change readiness progress – awareness, assimilation, adoption
- Facilitate early intervention for departments requiring additional assistance in implementation preparation

The specific deliverables described below represent categories of work to be accomplished over the course of the project. The specifics of the work will change at different stages of the project as the team focuses on different tasks and deliverables and prepares for deployment.

### **1. Change Readiness Plan:**

Working with the County Project Manager and the Workday Engagement Manager, develop a comprehensive change readiness plan that includes strategies, methods, and tools to prepare departments for transition to the new Workday system.

### **2. Communications Plan**

Prepare a communications plan that identifies the communication objectives, the key messages, the appropriate audiences, the right communications vehicles, and the approximate timing.

### **3. End User Training, Train-the-Trainer and Knowledge Transfer Plan and Delivery:**

The Change Manager will work closely with the County training team and Workday to identify end user training requirements and prepare an end user training and knowledge transfer plan. In addition, the Change Manager will deliver End User Training and Train-the-Trainer work as described in Exhibit B.

### **4. Readiness Assessments**

Inventory department infrastructure and resources relevant to HR and Payroll implementation. Identify readiness indicators. Establish readiness baseline. Periodically assess progress to remove barriers to change. Develop strategies to close gaps. Identify department issues and risks. Escalate issues to project management and Steering Committee.



## **5. Communications Delivery**

In each stage of the project, prepare communications for all levels of stakeholders, including Board of Supervisors, County management, unions, employees etc.

Ensure that the right Stakeholders receive the right information and key messages at the appropriate times.

## **6. Support Department Readiness and Deployment**

Assess impact of Workday HR and Payroll functionality and business process scope on department competencies, culture, and organization. Prepare templates and checklists to assist Departments in completing readiness tasks and activities.

## **7. Organizational Alignment**

Assess organizational impact of new business processes. Map workforce to new business process and organization roles, and identify gaps. Identify competency and culture requirements and develop strategies to close gaps.

## **8. Provide expert guidance for change readiness deliverables:**

The Change Manager will bring a wealth of experience to provide change readiness strategy and deliverable guidance to the team. The change manager will guide and mentor change readiness team members and coordinate and manage the work related to:

- Change readiness
- Project Communications
- End User Training
- Train-the-Trainer Training
- Knowledge Transfer

## **9. Status Reporting and Project Documentation:**

The Change Manager must report change readiness status on a regular basis through a number of types of status and project documentation, for example: project plans, dashboard reports, readiness assessment reports, issue statements/decision papers, and issue logs.

## **Contractor Schedule**

This is a part-time change manager role and contractor agrees that hours worked will not exceed 22 hours per week on average over the course of the project.

Contractor agrees to be onsite 1 or 2 times per month depending on the level of change management services needed per month and the stage of the project. Contractor and County will mutually agree on a tentative onsite schedule at the beginning of the project.

## **End User Training**

Contractor shall provide End User Training and Train-the-Trainer services as described below:

- County will subscribe to and use Workday's various resources for answers to questions, continuous learning, information about future updates, and troubleshooting—Community website, on-demand education courses (ODEs), participate in "Frameworks for Success" sessions (on-line presentations to help prepare customers for life in production), purchase and use the Workday Adoption toolkit for training materials and procedures.
- Change Management Consultant in conjunction with the County will organize the toolkit content based on the training courses defined in the County's End User Training Plan. The County may want to have custom screen shots and/or include custom content and data based on their future business processes. Change Management Consultant will present a draft of the materials and solicit/ incorporate input for additions or deletions to the training curriculum/materials before deemed completed and the work task finalized. Any additional changes to the end user guide for Employee Self Service, will required a change order to be executed before the consultant begins the work effort.
- Change Management Consultant will create 7 customized user guides in a format to be mutually agreed on:
  - Introduction to workday
  - Navigation jobs aids for the following business processes and how to maintain—HCM, Absence, Compensation, Benefits, Payroll, and Talent
- Change Management Consultant will present a draft of the materials and solicit/ incorporate input for additions or deletions to the 7 customized guides before deemed completed and the work task finalized. Any additional changes to the user guides will require a change order to be executed before the consultant begins the work effort.
- The County has a secure site to download and house the training materials for future online access as well as to conduct web-based training sessions.
- Change Management Consultant will develop 4 Technical user guides in a format to be mutually agreed on, for the following areas—Security, Interfaces, Reporting, and Workflow. Change Management Consultant will present a draft of the materials and solicit/ incorporate input for additions or deletions to the training curriculum/materials before deemed completed and the work task finalized. Any additional changes to the Technical user guides will require a change order to be executed before the consultant begins the work effort.
- During assessment of the technical user training and documentation needs, Change Management Consultant will validate the level of detail the County is expecting in the user guides and whether the development level of effort is accurate to meet the County's expectations. After approval of the technical user guide, if changes are requested, a change order will be required.
- The County has an internal web-based development tool. If the County does not have an internal web-based development tool, Change Management

Consultant will discuss the various web-based development tool options and determine the tool that best suits the County's needs.

- Change Management Consultant will plan and deliver a train-the-trainer program for the County's trainers which includes:
  - Plan the dates and the sequence of the review of the materials.
  - Communicate the train-the-trainer program details to the County trainers.
  - Review the contents of end user training materials.
  - Review the contents of 7 user guides and provide advice on how to use the materials to deliver the training.
  - Allow the County Trainers to ask questions and practice training on the content, soliciting feedback from Consultant.
- During the train-the-trainer program, the County Trainers will play the role of the student and Change Management Consultant will play the role as the trainer, educating the County Trainers on the steps and procedures in the user guides and end user training materials.
- The objectives of the train-the-trainer program are to train the County Trainers on the content of the training materials and how to use the materials to effectively and successfully deliver the training. Therefore, it is necessary that the County Trainers are familiar with the Workday concepts, navigation, the County's configuration, and the new business processes.
- In order to possess the above familiarity, it is necessary that the County Trainers will participate in other project activities (such as design sessions and testing) and attend Workday training courses.
- For the train-the-trainer program, the County is responsible for reserving a location to conduct the review of the materials and print any required documentation.

## **Activities**

- Once the Workday configuration and new business processes are confirmed, Change Management Consultant will complete an End User Change Impact Assessment. Change Management Consultant use a Change Impact Assessment template and will work with County's business process owners and/or Training lead to define the stakeholders, future Workday functionality, and the complexity of the change impact (high, medium, and low). The information captured in the impact assessment will serve as input into the County's End User Training Plan.
- The contents in Workday's Adoption Toolkit provide the County with detailed information about the delivered business processes, such as FAQs, navigation tips and techniques, "how to" answers, communication and marketing materials. Change Management Consultant will perform an assessment of the County's new business processes and the contents of the toolkit and provide recommendations on additional training materials and customizations of the toolkit content to ensure successful end user adoption. The current costs reflect the customization of 7 functional user guides, which are listed in the "Assumptions" and the "Milestones and Costs" sections. Change



Management Consultant will package the toolkit training content according to the courses outlined in the County's End User Training Plan.

- Change Management Consultant will create and deliver a train-the-trainer program to ensure the County is prepared to deliver the end user education/training. The train-the-trainer program includes organizing the training dates and the sequence of the review of the materials as well as reviewing the content with the County's trainers. The County is responsible for coordinating the training logistics and delivering the end user training.
- Given the County's request to create technical user guides for security, running workflow, interfaces, and reports, Change Management Consultant will perform an assessment of the Technical Users' training and education needs to most effectively define the education and training needs for the technical users. For example, there are numerous on-demand courses available by Workday to support the further education of the technical (and functional) users.

Workday Stage	#	Activity
Plan	1	Design and Deliver Change Impact Assessment Template--End User
	2	Design and Deliver Change Impact Assessment Template--Technical User
Architect	3	Perform End User Change Impact Assessment and Deliver Version 1
	4	Perform Technical User Change Impact Assessment and Deliver Version 1
	5	Define End User Training Plan Deliverable Outline
Configure and Prototype	6	Assess new Business Processes and Adoption Toolkit content; provide recommendations on packaging of materials and delivery methods
System and UAT Test	7	Prepare and Package Draft of End User Training Materials
	8	Develop Draft of 7 user guides:  1-Introduction to Workday 2-Navigation job aid to HCM business process and how to maintain 3-Navigation job aid to the Absence business process and how to maintain 4-Navigation job aid to the Compensation business process and how to maintain 5-Navigation job aid to Benefits business process and how to maintain 6-Navigation job aid to Payroll business process and how to maintain 7-Navigation job aid to Talent business process and how to maintain
	9	Develop Draft of 4 User Guides for the following technical documents--Security, Interfaces, Reporting, and Workflow
Parallel Test	10	Deliver Final Version of End User Training Materials
	11	Deliver Final 7 user guides: -1-Introduction to Workday -2-Navigation job aid to HCM business process and how to maintain -3-Navigation job aid to the Absence business process and how to maintain -4-Navigation job aid to the Compensation business process and how to maintain -5-Navigation job aid to Benefits business process and how to maintain -6-Navigation job aid to Payroll business process and how to maintain -7-Navigation job aid to Talent business process and how to maintain
	12	Deliver Final Version of 4 User Guides for the following technical documents--Security, Interfaces, Reporting, and Workflow
Deploy	13	Plan the Train-the-Trainer Approach; Prepare Trainers

## **Exhibit B**

In consideration of the services provided by Contractor in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

County will pay Contractor at the rate of \$240.00 per hour, inclusive of travel and expenses, if more than one on-site visit occurs within the monthly billing cycle.

County will pay Contractor at the rate of \$225.00 per hour inclusive of travel and expenses if only one on-site visit occurs within the monthly billing cycle.

The County will submit payment within thirty (30) days of receipt of monthly invoice.

In no event shall the total payment for services under this Agreement exceed \$567,840. The County will have the right to withhold payment if the County determines that the quantity or quality of work performed is unacceptable.

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