AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND AXSIUM INC.

THIS AGREEMENT, entered into this _____day of June, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and AXSIUM, 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; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing performance tuning and implementation services for Workbrain, one of the employee timecard systems employed by the County;

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

1. **Exhibits.**
   The following exhibits are attached hereto and incorporated by reference herein:

   Exhibit A—Services
   Exhibit B—Payments and Rates
   Appendix A – County Business Processes

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." 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 EIGHT HUNDRED SEVENTY THREE THOUSAND TWO HUNDRED TWENTY DOLLARS [$873,220].

4. **Term and Termination.**
   Subject to compliance with all terms and conditions, the term of this Agreement shall be from June 17, 2008, to June 30, 2009.

   This Agreement may be terminated by Contractor or by the Chief Information Officer of San Mateo County, 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 the County and shall be promptly delivered to the County. Upon termination, the 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 a portion of the full payment which is determined by comparing the work/services completed to the work/services required by this Agreement.

5.   **Availability of Funds.**
The 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 the 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 the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7.   **Hold Harmless.**
Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (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 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, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this 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 herein 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 the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9.   **Insurance.**
The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by County's Risk Manager, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the Information Services Department with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 the Chief Information Officer of any pending change in the limits of liability or of any cancellation or modification of the policy.

A.   **Worker's Compensation and Employer's Liability Insurance.** The Contractor shall have in effect, during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and Contractor will comply with such provisions before commencing the performance

of the work of this Agreement.

B. **Liability Insurance.** The Contractor shall take out and maintain, during the life of this Agreement, such Bodily Injury Liability and Property Damage Liability Insurance as shall protect Contractor 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 or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

1) Comprehensive General Liability $1,000,000
2) Motor Vehicle Liability Insurance $1,000,000
3) 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 the insurance afforded thereby to the County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees 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, the County of San Mateo, 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 pursuant to this Agreement.

10. <u>Compliance with Laws; Payment of Permits/Licenses.</u>
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, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and 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 State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

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

11. <u>Non-Discrimination.</u>

   A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, 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.

   B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or be subjected to discrimination under this Agreement.

   C. *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 of San Mateo upon request.

   D. *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:

      1) termination of this Agreement;

      2) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;

      3) liquidated damages of $2,500 per violation;

      4) 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 paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under this Agreement or any other Contract 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 a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

   E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits Contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

   F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated as if fully set forth herein.

G. *Compliance with Contractor Employee Jury Service Ordinance*

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees' deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

12. <u>Retention of Records, Right to Monitor and Audit</u>

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

(c) Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, 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, and this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

13. <u>Merger Clause.</u>

This Agreement, including the Exhibits and Attachments attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this Agreement's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibits "A" and "B" attached hereto, the terms, conditions, or specifications set forth herein shall prevail.

14. <u>Controlling Law.</u>

The validity of this Agreement and of its terms and provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

15. <u>Amendments.</u>

The Chief Information Officer or his designee is authorized to execute contract amendments which modify (1) the County's maximum fiscal obligation under this Agreement by an increase of no more than $25,000 in aggregate for all such amendments; (2) the Agreement's term; and/or (3) the services provided under the Agreement, provided that the modified Agreement remains within the Agreement's fiscal provisions, including the not-to-exceed amount (as modified by this section).

16. <u>Notices.</u>

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:
San Mateo County
Information Services Department
Chris Flatmoe, CIO/Director
455 County Center, Third Floor
Redwood City, CA 94063

In the case of Contractor, to:
Axsium, Inc.
Mr. Paul Tucker, Partner
67 Mowat Avenute, Suite 451
Toronto, ON, Canada M6K 3E3

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: _____

        Adrienne J. Tissier, President,
        Board of Supervisors, San Mateo County

        Date: _____

ATTEST:

By: _____
        Clerk of Said Board

AXSIUM INC.

By: _____

        _____
                        (Printed Name)

        Date: _____

EXHIBIT A - SERVICES

AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND AXSIUM INC

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

1. SCOPE OF WORK

A. General Description.

Workbrain is a software technology suite used by the County for purposes of tracking time worked by employees for payroll purposes. Contractor will provide Workbrain performance tuning and implementation services, for the County's Information Services Department (ISD).

Contractor will perform/provide the following:
- Stream 1: Design and configuration of functionality required to support the remainder of the County through the core Workbrain application features (e.g. core weekly timesheet), followed by deployment to the remaining County users in waves;
- Stream 2: Implement performance enhancement recommendations to ensure Workbrain can scale to support an additional 3,700 users.
- Support a waved deployment to County employees once the configuration is complete.
- Develop and execute a knowledge transfer strategy to aid in application support handoff.
- Develop training materials with the assistance of the County's training application specialist, assisting with training content updates and deliver training to users in support of the pilot deployments, using the County's chosen training tool.

The County will perform/provide the following:
- Assign a Project Manager (Full Time), Two Business Analysts (Full Time), Subject Matter Experts (Part Time as required), Training Coordinator (Part Time as required), System and Database Administration Support (Part Time as required).
- License LoadRunner for the purposes of running test scripts.
- Ensure the appropriate hardware sizing is available for both the Production and Test Environments.
- Grant access to internal environments for development and testing purposes.
- Validate and sign off deliverables within a timeline agreed upon by both parties.
- Ensure that all necessary representatives are present for Requirement Gathering workshops.
- Ensure Contractor deliverables are distributed to the correct internal resources for sign-off.
- Provide direct administrative access (or access to a County resource with administrator access) to County system environment(s) for the purposes of code deployments, database access, application server restart and log file access.
- Participate in the development of client-specific scenarios for System Integration and User Acceptance Testing (UAT).
- Identify UAT participants and coordinate test logistics.
- Conduct UAT and Contractor will manage issues and resolution.
- Execute the change management and communications strategy.
- Be responsible for the chosen training product installation, identification of modules, scope, scenarios on which training will be focused, specific training configuration or data setup in training environment, recording of scenarios, ongoing end user training.

Streams 1 and 2 will run concurrently.

B. <u>Stream 1.</u>

<u>The following are the Steps of the Stream 1 work process:</u>

Stage I:

Project Preparation and Requirements Validation: This process will focus on developing a detailed project plan and validating County requirements (see Appendix A). This process will be designed to identify requirements that need further clarification, analysis, and/or consideration. The current Workbrain solution will be used to assess the detailed requirements to identify which areas of the application (Workbrain) can be re-used.

Deliverables:
- Detailed project plan;
- Detailed requirements inventory; and
- Gap Analysis.

The County's ISD personnel will perform/provide the following:
- Organize logistics for requirement validation workshops and/or working sessions;
- Coordination of subject matter experts; and
- Direct involvement in workshops/working sessions.

Stage 2:

Functional Design: This process will translate the business requirements into system requirements. A system blueprint will be developed defining how functionality will be configured in the system and identifies gaps where the functionality does not exist in the core application. Core application gaps will then be addressed in Functional Design documents.

Deliverables:
- Blueprint; and
- Functional Design documents.

The County's ISD personnel will perform/provide the following:
- Direct involvement in design review and sign-off.

Technical Design: This process is dedicated to analyzing the system gaps that require customization or extension of the Workbrain application, developing a design solution and capturing the solution in Technical Specifications documents.

Deliverables:
- Technical Specification documents.

The County's ISD personnel will perform/provide the following:
- Direct involvement in the design review and sign-off; and
- Review and sign off of deliverables.

Stage 3:

Modeling – Development of test cases to verify design: This process will focus on the development of test cases for the purpose of modeling the proposed solution and validating the overall business design. Through iterative modeling and/or development, incomplete requirements are identified early, reducing development time while mitigating the risk of redesign and redevelopment. Test cases in this stage take the form of mathematical

inputs/outputs to model a specific action. As an added benefit, modeling test cases can be reused during the System Integration Testing (SIT) and UAT test phases.

> Deliverables:
> - Modeling test case library using Contractor's test case templates.

> The County's ISD personnel will perform/provide the following:
> - Direct involvement in the development of modeling test cases.

Stage 4:
Build - Configuration: The configuration process is the initial phase of the build cycle. This also includes reports, user interface, alerts, and notifications. The iterative testing at this stage involves testing isolated components of the application as they are configured to spec (in contrast to end-to-end testing which is performed in System Integration Testing). Modifications will then be made with the final result being the transition of the configured application into the System Integration Testing phase of the project.

> Deliverables:
> - Transition to Systems Integration Testing phase.

> The County's ISD personnel will perform/provide the following:
> - Direct involvement of functional and technical staff in the configuration tasks; and
> - Review and validation of configuration.

Technical Development: This process consists of code creation to develop interfaces and accommodate functionality gaps that can be met through system extension. The code is developed and unit tested by the development team prior to integrating with the core application in the development environment.

> The County's ISD personnel will perform/provide the following:
> - Direct involvement of technical staff in the development and unit testing of custom code.

Stage 5:
Testing – System Integration Testing: This process is to test the integration between upstream and downstream systems (CAMS, StarPro, IFAS, and PIPS). This can include testing the Workbrain application's integration with other internal modules or other internal functionality. System integration testing is usually depicted by process driven testing captured in detailed test case narratives.

> The County's ISD personnel will perform/provide the following:
> - Assist in data setup;
> - Assist in development of test cases;
> - Assist in the execution of the test cases; and
> - Validation of data and testing results.

Stage 6:
Testing – User Acceptance Testing: Conducted by a sample of end users, the purpose of this process is to validate that the system accurately reflects the documented business requirements. Testing scenarios will include performing daily and weekly tasks by role.

> The County's ISD personnel will perform/provide the following:
> - Identify User Acceptance Testing participants;
> - Coordinate logistics;

- Assist in the development of test cases;
- Assist in the execution of test cases; and
- Assist in the project team in triaging issues identified.

Production Preparation: Prior to deploying this solution to a pilot group, Contractor will recommend a parallel time reporting and payroll closeout process with a small pilot group to validate system performance and configuration. In addition, Contractor resources will outline production cutover steps and run through production transition "dry runs" in advance of the cutover date. This process will include validating data, ensuring transactional data is cleared and users have proper access.

The County's ISD personnel will perform/provide the following:
- Final end user communications;
- Final data validation;
- Support in executing Production Transition "dry runs"; and
- Development of training materials and delivery of end user training. (Note: the development of training materials will happen early in the project lifecycle.)

Stage 7:
Pilot and Enterprise Go-Live Support: This process will ensure that issues reported by end-users are effectively triaged. This phase also provides an opportunity to wrap up knowledge transfer activities between the Contractor and County.

The County's ISD personnel will perform/provide the following:
- First line of contact for end-user issues; and
- Triage reported issues to appropriate internal resources and system bugs to Contractor.

Stage 8:
Deployment Planning: During this process, project team resources will need to develop a plan for the deployment. With a pilot group currently using the Workbrain application in production, a cutover plan will need to be developed to ensure a smooth transition. This plan will need to take into consideration the following factors:

- Appropriate training plan for current Workbrain users on the redesigned application;
- Data migration of historical transactional data, currently stored in production, to the new environment;
- Cutover plan for existing pilot group into new production environment;
- Identification of deployment waves to the balance of the County's employees;
- Training plan for remainder of the County's employees; and
- Coordination and setup of the various environments required to support the cutover plan.

Deliverables:
- Deployment plan;
- Detailed deployment/cutover activities; and
- Training Plan.

The County's ISD personnel will perform/provide the following:
- Participation of functional and technical resources in deployment planning sessions.

Stage 9:

Training – Training Development: This process consists of documenting the instructions on how to utilize the system, from an employee, supervisor, and Payroll Coordinator (PRC) perspective. A strong understanding of the business requirements, along with a deep knowledge of system processes, will lead to clear, concise and effective training materials. These materials generally contain process diagrams, job aides and troubleshooting tips. Contractor will take the lead role in developing all training materials, with assistance from a County Business Analyst and Training Application Specialist.

    Deliverables:
- Training Decks, User Guides and Job Aids; and
- Customized training materials and content.

    The County's ISD personnel will perform/provide:
- Review of developed Training Decks, User Guides, and Job Aids;
- Assistance in development of custom training materials; and
- Training application specialist responsible for generating content in tool.

Training Delivery: Training will be delivered through various channels during this phase. The training strategy to be employed will consist of a combination of computer-based end-user training and in-person train-the-trainer sessions for those employees responsible for front-line support of the application.

    The County's ISD personnel will perform/provide the following:
- Organizing logistics for training sessions; and
- Delivering training sessions.

Stage 10:
Deployment: Deployment will be implemented in five waves pursuant to the plan developed in Stage 8. As noted in Exhibit B, payments will be made for completion of each wave of the deployment. The scopes of Waves 1 through 5 are to be agreed upon by the parties.

    The County's ISD personnel will perform/provide the following:
- (Core Team) will coordinate and be the first line of contact for users; and
- Triage issues.

Stage 11:
Post Production Support: Support will be provided for three weeks after the completion of Wave 5 deployment.

    The County's ISD personnel will perform/provide the following:
- (Core Team) will work with Contractor to provide input on any lingering deployment issues.

C.   Stream 2.

The following actions are part of the Stream 2 work process (and are on-going throughout Stream 1):

Execute Performance Recommendations: Contractor's Technical Lead will develop a detailed project plan outlining roles and responsibilities for executing the performance tuning recommendations over a seven week period. The joint Contractor/County project team will be responsible for setting up the recommended monitoring tools and executing the infrastructure and Workbrain application configurations. Contractor resources will work collaboratively with the County Project Team to explain the reasoning for the various recommendations and

provide support in the execution of the tasks. Contractor will be responsible for all tuning of code extensions and the County's Project Team resources will be responsible for testing.

> The County's ISD personnel will perform/provide the following:
> - Direct involvement of resources with knowledge of the whole system, including: Project Manager/Business Lead to assist with business process recommendations; Tester to test custom code tuning, revised business processes of the infrastructure and Workbrain application recommendations; and Database Administrator(s) to assist in the execution of the infrastructure recommendations.

Create Performance Testing Environment (TEST Environment): A scaled down Workbrain production environment will be built to support the execution of testing scripts in Load Runner. Contractor resources will work with the County to identify the appropriate environment settings in the context of available hardware/software. Contractor resources will also provide guidance on how to setup Load Runner.

> The County's ISD personnel will perform/provide the following:
> - Direct involvement in the identification and development of relevant testing scripts.

Execute Scripts: Scripts will need to be executed against the scaled down production environment to establish a baseline. As custom code is tuned and the infrastructure configuration and Workbrain application amendments are made in Stream 1, the same or similar adjustments are made in the scaled down production environment. Testing scripts will then be executed to monitor gains against the established baseline through the performance tuning exercise.

> The County's ISD personnel will perform/provide the following:
> - Direct involvement in infrastructure and Workbrain configuration changes, deployment of tuned custom code and execution of testing scripts.

D. Assumptions.

The following assumptions apply to the implementation of this Agreement:

- Existing PCs will be used by Supervisors to log in to Workbrain and approve timesheets, run reports, etc.; no effort associated with procuring, configuring, installing or deploying PCs has been included.
- Strict Scoping Criteria will be established early in the Design process and agreed upon by both parties.
- Scoping Criteria will set clearly defined checklists for determining the specific requirements that can be included in the scope.
- All requirements that require customization or extension of the Workbrain application will be evaluated and filtered through the scoping criteria to determine whether or not they will be included within the pilot scope or pushed to post go-live.
- If it is determined that additional effort is required which impacts the project timeline, Contractor will issue a change request for the additional effort.
- Post–pilot training will be the sole responsibility of the County of San Mateo.
- Third party training expenses (development tools, materials/printing, travel costs, facilities fees) will be the sole responsibility of the County of San Mateo.
- All supervisors have basic PC knowledge and skills; no training material or effort will be related to basic PC skills.
- All scope changes that impact project cost will be documented by Contractor via a formal change request form and approved by the County of San Mateo.

- Contractor and the County will jointly manage the project with the goal of avoiding potential delays. In the event that delays are incurred, the following guidelines will dictate resolution:
  - Delays encountered as a result of requirements changes, lack of timely decision-making, insufficient participation by the County's subject matter experts and/or project team members and/or other issues/events within the County's control are the responsibility of the County.
  - Delays encountered as a result of ineffective project management/execution, inability to meet deliverable deadlines, technical issues within Contractor's control, consultant availability or skill set, technical defects created by Contractor's technical consultants or other issues/events within Contractor's control are the responsibility of Contractor. In the event of such delays, Contractor will not have the option to secure additional funding from the County.
- Requirements outlined in Appendix A have been considered and included within the scope of the project.
- The following external system interfaces (flat file format) have already been created and do not require modification:
  - Outbound interface of gross payroll data from Workbrain to PIPS payroll;
  - Inbound interface to Workbrain from CAMS (Public Works);
  - Inbound interface to Workbrain from StarPro; and
  - Inbound interfaces to Workbrain from IFAS (Job Org, Job Obj, Charge Dept).
- Inbound interface of employee data from PIPS to Workbrain will require some modification to support shift pattern assignment in Workbrain.
- Integration with additional upstream or downstream systems is not included in the scope of effort reflected in this Agreement.
- Extensions to core functionality:
  - Overtime Request Form – routed to the employee's direct supervisor for approval.
  - Vacation Request Form – routed to the employee's direct supervisor for approval.
  - Four custom reports (See Appendix A for report requirements).
- Time and Attendance:
  - Core weekly timesheet.
  - Core daily timesheet (Medical Center).
  - No custom pay rules beyond what currently exists in production for pilot group.
  - No entitlements (balances are interfaced from PIPS).
  - No new calculation groups beyond what currently exists in production for pilot group.
  - No new payroll groups beyond what currently exists in production for pilot group.
  - No additional labor metric categories beyond what currently exists in production for pilot group.
- All Workbrain functionality and documentation to be provided in English only (including, but not limited to, project design documents, training manuals, Workbrain screens and reports).

E.   Selection Of Methods/Techniques.

The methods and techniques used to provide services to the County are within the Contractor's discretion, but subject to County Information Services Department's technology policies, guidelines, and requirements. The amount of time, specific hours, and location of the performance of Contractor's services are also left to the Contractor's discretion provided that Contractor coordinates with County departments as needed.

EXHIBIT B – PAYMENTS AND RATES

AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND AXSIUM INC

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

1. ## SCHEDULE OF CHARGES.

PROFESSIONAL SERVICES	$748,220
MISCELLANEOUS EXPENSES*	UP TO $125,000
TOTAL NOT TO EXCEED AMOUNT	$873,220

PAYMENT SCHEDULE

$149,644 of the professional services amount is due upon full execution of this Agreement and within 30 days receipt of invoice.

$26,048 is due upon completion of Requirement Validation Milestone, as indicated by the following:

- Project Prep and Requirements Validation - completed;

- Change Management Strategy and Execution – started; and

- Communications Strategy and Execution - started.

$44,792 is due upon completion of Design/Model Milestone, as indicated by the following:

- Milestone, Modeling/Test Cases – completed;

- Milestone, Functional and Technical Design – completed;

- Change Management Strategy and Execution – on going; and

- Communications Strategy and Execution – on going.

$105,160 is due upon completion of Configure/Build Milestone, as indicated by the following:

- Milestone, Build and Configure – 3 Iterations – completed;

- Change Management Strategy and Execution – on going;

- Communications Strategy and Execution – on going; and

- Performance Tuning and Testing – started.

$48,928 is due upon completion of System Integration Testing Milestone, as indicated by the following:

- Milestone, System Integration Testing – completed;

- Change Management Strategy and Execution – on going;

- Communications Strategy and Execution – on going; and

- Tune Environment (Repeat performance test and tune) – on going.

$113,520 is due upon completion of User Acceptance Testing/Fix/Deployment Preparation Milestone, as indicated by the following:

- Milestone, User Acceptance Testing;

- Change Management Strategy and Execution – on going;

- Communications Strategy and Execution – on going;

- Training Preparation – started; and

- Tune Environment (Repeat performance test and tune) – on going.

$83,600 is due upon completion of Parallel Testing Milestone, as indicated by the following:

- Milestone, Parallel (Small sample group), fixes, production cutover – completed;

- Change Management Strategy and Execution – on going;

- Communications Strategy and Execution – on going;

- Training Preparation – on going; and

- Tune Environment (Repeat performance test and tune) – on going.

$73,216 is due upon completion of Deployment - Wave 1 (Pilot), as indicated by the following:

- Deployment of application to Wave 1 employee groups – completed;

- Parallel for Wave 1 – completed; and

- Train, Stabilization for those systems – on-going; and

- Wave 1 Go-Live completed.

$45,760 is due upon completion of Deployment - Wave 2, as indicated by the following:

- Deployment of application to Wave 2 employee groups– completed;

- Parallel for Wave 2 – completed; and

- Train, Stabilization for those systems – on-going; and

- Wave 2 Go-Live completed.

$18,304 is due upon completion of Deployment - Wave 3, as indicated by the following:

- Deployment of application to Wave 3 employee groups – completed;

- Parallel for Wave 3 – completed; and

- Train, Stabilization for those systems – on-going; and

- Wave 3 Go-Live completed.

$18,304 is due upon completion of Deployment - Wave 4, as indicated by the following:

- Deployment of application to Wave 4 employee groups – completed;

- Parallel for Wave 4 – completed; and

- Train, Stabilization for those systems – completed; and

- Wave 4 Go-Live completed.

$12,100 is due upon completion of Deployment - Wave 5, as indicated by the following:

- Deployment of application to Wave 5 employee groups – completed;

- Parallel for Wave 5 – completed; and

- Train, Stabilization for those systems – on-going; and

- Wave 5 Go-Live completed.

$8,844 is due upon completion of Step 10: Post Production Support, as indicated by the following:

- Three weeks of post production support after the completion of the Wave 5 deployment – completed.

Due to the project size and complexity, other tasks (i.e. Deployment Planning, Training, Test Environment Build, System Stabilization, Execution of Performance Recommendations, Creation of Performance Testing Environments and execution of Scripts, etc) will run in parallel to the completion of the major milestones as defined above, but are on-going. The fees for these tasks have been built into the Milestone payment amounts.

County will pay 20% of the total professional services fees upon full execution of this Agreement and within 30 days of receipt of invoice. Thereafter, payments shall be made according to each Milestone, and an invoice issued upon mutual agreement by both parties. The County will submit payment within thirty (30) days of receipt of invoice conditioned upon the approval of work performed during the billing cycle. Milestones that are substantially finished but not 100% complete due to reasons beyond Contractor's control will be raised to the project steering committee for decision on payment.

Both parties recognize that adherence to the Automated Time Keeping System (ATKS) project time line is a priority and will require both parties to prioritize this project. To ensure the time line is being met, the County agrees to remain within 3 weeks (21 calendar days) of the agreed upon time line as it relates to work associated with the ATKS project assigned to the County. Contractor will call the County ATKS Project Manager to register the start of the 14 day calendar. In the event the County is unable to become current within 14 days, the County authorizes Contractor to invoice the County for the most recent milestone.

In no event shall total payment exceed an amount of EIGHT HUNDRED SEVENTY THREE THOUSAND TWO HUNDRED TWENTY DOLLARS ($873,220). The County will have the right to withhold payment if the County determines that the quantity or quality of work performed is unacceptable.

*Contractor will provide the County's Information Services Department with original receipts for all reimbursable expenses. Contractor shall be reimbursed for mileage at $0.51 per mile, and direct costs for lodging, meals, car rental, and airfare. Meals shall be at the County's per diem rate of $45 per day. This is a not-to-exceed amount and the County shall only pay for actual expenses submitted to the County.

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

APPENDIX A – COUNTY BUSINESS PROCESSES

AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND AXSIUM INC

This Appendix sets forth the County business processes relating to the requirements that will need to be incorporated into the new system, as follows:

1. Transition from the County's custom bi-weekly timesheet to the core weekly timesheet with a possible daily timesheet for the Medical Center employees, as follows:

   a. Provide employees ability to allocate sick time as either work or non-work related

      1. Using a dropdown or checkbox on the weekly timesheet

   b. Provide employees the ability to associate time worked to a Job Org., Job Object and Charge Department

      1. Each labor metric will be validated to ensure that it is valid (i.e. that it exists in Workbrain)

      2. There will be no validation that employees are using the correct labor metric values or that the correct combination of Job Org, Job Object and Charge Department is used

   c. Populate the weekly timesheet with default hours based on the employee's schedule

   d. For employees using exception based reporting, employees must submit their timesheet even if there are no changes to the default

   e. Restrict earnings type code access:

      1. To only those employees who are eligible to use each code. Earnings type codes are restricted from employees based on job class, bargaining unit and extra help indicator (County to provide matrix)

   f. Holidays will be auto populated on the timesheet

   g. The header in the Configured off the Shelf (COTS) weekly timesheet will contain only employee name and ID along with the date. The custom header from the bi-weekly timesheet will not be transitioned to the COTS weekly timesheet

   h. Employee certification will not be located beside the submit button on the timesheet. County will reword the certification statement, which will be moved to the login page

   i. Required error validation

      1. Validate leave balances at the time of entry. Employees cannot take vacation, sick, etc. that has not accrued

      2. If a sick time code is used, the employee must indicate whether it is work-related or non-work related

      3. Timesheet will error if more than 24 hours of work is entered on a single day

      4. Timesheet will error if hours for the week are greater than the employee's default hours

      5. If a holiday earning code is used on day that is not identified as a holiday

   j. Verify that overtime earnings codes use the correct hour types so that the overtime reports work correctly

   k. Configure timesheet based on County review, hiding sections (i.e. overrides or schedules) if not in use

   l. Automatically lock the timesheet to the employee after they have submitted the timesheet and it has been approved by the supervisor

   m. Ability for employees not assigned to shifts to use the weekly timesheet

2. Revise the current process for timesheet approval and payroll closeout to use, as much as possible, core Workbrain functionality, as follows:

  a. Current County approval process follows a submission, approval, authorization model

  b. Configuration changes will be required to maintain the existing levels of authorization (i.e. using work summary flags to hold the supervisor and Payroll Coordinator (PRC) approvals and change code to modify the handling of the flags)

  c. If a record is not authorized by PRC, it will not be sent to payroll

3. Retroactive Adjustments are restricted as follows:

  a. Supervisor or PRC initiate the adjustment process

  b. County would like to permit supervisors to go back one pay period and PRC to go back further to enter retro adjustments

  c. The only triggers for retro adjustments will be earning type changes or changes to hours

  d. Sent to payroll in a separate file

4. Implement basic scheduling for County employees who work 40 hours per week or have a fixed schedule, as follows:

  a. All worked hours are sent to payroll including hours for salaried employees

  b. Timesheets will be pre-populated and employees will record changes to the default if required

  c. Will not use shifts for 24/7 employees

  d. Create shifts and shift patterns for the following types of employees

    1. Employees who work 5 days/8 hours per day

    2. Employees who work 9 days/80 hours per pay period

      a. For 9/80 employees there are 10 alternatives shift patterns that can occur in each pay period

      b. It is very important to know which of the days they have off because they cannot change their day off assignment

    3. Shift assignment will take place through the Human Resources (HR) refresh task

      a. Shifts assignments are stored in PIPS (one of the County's systems)

      b. Shifts will be setup in Workbrain and assigned to employees during the HR Refresh based on the data in PIPS

    4. Changes to the interface will be required

    5. Change default labor allocation to 001 (or appropriate code) for employees who are scheduled

5. Additional Custom Reports, as follows:

  a. A report that includes Job Org, Job Object and Charge Department in addition to earnings codes and hours

    1. This report is essentially like a print out of the entire time card

    2. Can also use the print timesheet functionality for individual timesheets

  b. A report to display time records that were not submitted but were approved and authorized before the lock out time

  c. A report to display time records that were submitted but not approved and not authorized before lock out time

d. Ability to pull sick records with the work related and non work related designations

6. Vacation Request Form, as follows:

   a. Form used to schedule any vacation time

   b. Form would be routed to supervisor for approval

   c. Balance accruals are imported from PIPS so the form will not perform balance validation. There is no way to determine with Workbrain what the balance should be at the time of the leave

   d. The leave will be inserted onto the timesheet if approved by the supervisor and reviewed at the time the leave is taken if the leave balance is not sufficient

   e. Use of the form is at the discretion of the supervisor and leaves can be entered directly onto the timesheet if approved

7. Overtime Request Form, as follows:

   a. Form will be used to request overtime in advance of a shift

   b. After the employee has completed the request, the form would be routed to the supervisor for approval, if approved the form would insert the overtime onto the employee's timesheet

   c. Cannot add overtime for days in the past

   d. Will need to remove any balance validation

   e. Employee will be able to select the appropriate overtime earning code from a list of overtime earning codes