

AMENDMENT NO. 1 TO THE SOFTWARE AS A SERVICE AGREEMENT BETWEEN SNOHOMISH COUNTY AND KRONOS INCORPORATED

THIS AMENDMENT NO. 1 TO THE SOFTWARE AS A SERVICE AGREEMENT FOR A TIMEKEEPING AND ATTENDANCE SYSTEM (“Amendment No. 1”) is entered into by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and Kronos Incorporated, a UKG company, incorporated under the laws of the State of Massachusetts, and duly licensed to conduct business in Washington State (the “Contractor” or “Kronos”).

RECITALS

- A. Whereas, the County and Kronos entered into that certain Software as a Service Agreement executed on September 30 2021 (the “Agreement”); and
- B. Whereas, the Kronos entity set forth on the cover page and the preamble of the Agreement was stated as “Ultimate Kronos Group, Inc.”; and
- C. Whereas, the Kronos entity set forth on the signature page of the Agreement was provided as “Kronos, Inc.”
- D. Whereas, the parties intended that Kronos Incorporated be the legal entity for that certain Agreement and that it was the authorized signatory of Kronos Incorporated who signed for Kronos Incorporated; and
- E. Whereas, the parties agree that Kronos Incorporated is the legal entity contracting with the County and providing the products and services under the Agreement, as amended herein; and
- F. Whereas, the original RFP-17-19SB allows for the expansion of the timekeeping and attendance system to other County departments; and
- G. Whereas, the Airport wishes to use the timekeeping and attendance services provided by Kronos Incorporated; and
- H. Whereas, the County and Kronos have negotiated an amendment to add the Airport to the Agreement through the remainder of the initial contract term;

AGREEMENT

NOW, THEREFORE, in consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Contractor agree as follows:

1. An Exhibit H-2 Airport Scope of Work is attached hereto and by this reference made part of the Agreement as additional scope and implementation costs to be performed under the Agreement.

2. An Exhibit I-2 Airport Order Form for the Initial Term is attached hereto and by this reference made part of the Agreement as additional compensation for the monthly service fees associated with the services to be provided under the Agreement.

Except as expressly provided in this Amendment No. 1, all of the terms and conditions of the Agreement, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed as of the date of the last party to sign.

KRONOS INCORPORATED

By: _____
Sr. Order Processing Analyst

SNOHOMISH COUNTY

By: _____
Snohomish County Executive Ken Klein
Executive Director

RECOMMENDED FOR APPROVAL

By: _____
Director, Department of Information Technology

APPROVED AS TO FORM ONLY:

By: _____
Deputy Prosecuting Attorney

RECOMMENDED FOR APPROVAL

By: _____
Risk Management



Statement of Work for SNOHOMISH COUNTY PUBLIC WORKS

Workforce Dimensions Add-0n

Sales Executive	David Chetlain
Author	Tammy Hilsgen
Expiration Date	
Quote Number	2022-70343
Revision #	1
Opportunity ID	Opp-381314
Status	Approved
Customer SID	6106838

Overview

This Statement of Work ("SOW") provides an overview of the project including scope, approach, costs, and how the project will be managed. To support a successful onboarding to the UKG Dimensions™ platform, the Customer will provide the required internal project resources.

Customer Goals

Snohomish County Airport would like to add their employees to the existing Workforce Dimensions solution being implemented at Snohomish County Public Works. The scope in this document is based on employees/configuration being added separately as a phase II project to the current open implementation and project timeline for Snohomish County Public Works.

Project Outcomes

Time Capture and Workflow Automation

Adherence to Policy through automated pay calculations

- Visibility to time off balances
- Automated time collection
- Visibility into labor tracking and accounting
- Mitigation of Risk

Consistent enforcement of attendance policies

Proactive exception Management

Scheduling indicators to drive decision making

Automated and data driven schedules

- Alignment of labor to volume

Access to schedules and self-service workflows

Proposed Solution

Entitlement	Project Type
UKG Dimensions Timekeeping Hourly	Add-On
UKG Dimensions Absence	Add-On
UKG Dimensions Advanced Scheduling	Add-On

Project duration is expected to be 16 working weeks, based upon Kronos' experience with its customers and solutions. Depending upon the preparation and engagement of the Customer's organization, there may be opportunity to complete the project in a compressed duration. However, if project resources are unprepared or unavailable, the duration of the project may need to be extended, increasing the budget required to successfully complete this scope of work. Requests for additional scope or activities outside of this planned project scope may be accommodated through an amendment under Section XII.B. of the Agreement. In this circumstance, Kronos may request an amendment to ensure the appropriate budget is available.

Kronos will deliver the scope of this project utilizing a remote approach.

Educational Services

Effective training is the key to high user adoption rates. Training that results in self-sufficient administrators, managers, and employees increases the efficiency of use of the Application(s) and Customer's business processes.



Kronos' training model includes a role-based learning plan. Each role within Customer's organization has a specific set of courses required at specific points in the deployment methodology. Having role-based training classes ensures Customer's team members are trained on the processes they will use in their day-to-day interactions with the system. The timing of this training is key. Kronos aims to provide the training with as little time between training delivery date and system usage as possible. This provides for Customer's users to have an opportunity to reinforce the training through real-life application before they begin to lose the skills gained in training. End users (i.e. Managers and Employees) use a train the trainer model for learning. Customer is responsible for train the trainer learning for their managers and employees.

Virtual Learning Environment Training

Kronos shall provide its live, hands-on classroom training, including a comprehensive agenda and facilitation by a trained and knowledgeable instructor, delivered to Customer's personnel via the Internet. Training is intended for the following audiences:

- Core Team training to help key functional and technical users make informed solution design and configuration decisions, and to provide fundamental product knowledge.
- Application & System Administrator to prepare functional and technical super users to perform their most common tasks in the solution

Self-Paced Training

Kronos shall provide self-paced product training.

Note: Kronos also offers fee-based consulting services that are not included under the terms of the Training Services referenced above.

User Adoption Consulting

- User Adoption Assessment including evaluation of user adoption needs and development of an Adoption Action Plan

User Training Delivery

Kronos will deliver user training by a Kronos Certified Instructor.

- Train the Trainer Package focused on training for manager and/or employee user roles, includes workshop for 1 to 15 participants

Project Approach

Kronos shall complete a solution readiness review with the customer project team to confirm that the migration of agreed upon existing configuration can commence in non-production. Kronos shall assess and deploy the approved Business Structure and other configuration unique to UKG Dimensions to complete validation of the migrated solution. Upon completion of customer user acceptance testing, Kronos shall cut over the approved solution to production.

The Kronos onboarding process is driven by value and enabling business outcomes. This approach, focused on accelerated time to value uses tools and techniques, such as industry and region-specific configuration, Kronos process recommendations, dynamic documentation, and accelerated testing processes. All project information is available online to allow project team members access to project status, contact information, issues log, test case tracking, training plan, etc. at any time.

The onboarding process will be completed in three iterative phases: Initiate, Collaborate, and Adopt.

Project Leadership

Kronos shall provide guidance through the life cycle of the project and provide best practices to implement the solution. As the main point of contact, the Kronos Project Manager shall partner with the

customer project leadership to develop the project plan to ensure objectives are achieved. The Kronos Project Manager shall also deliver a collaborative workspace, which will serve as the dashboard for all aspects of the onboarding process.

Initiate

This first phase of the project lays the foundation for the project.

During this phase, Kronos shall work with the customer team to review goals and success criteria and share project assumptions. Teams will set and understand expectations, share project plans and agree upon the process of working together. The Kronos team will stand up the tenant according to the customer's line of business. At this stage, the customer will select which aspects of existing Kronos Workforce Central solution will be migrated to UKG Dimensions. The Kronos Project Manager will also introduce the concepts of change management, testing, and user education.

Once these items are complete, the Collaborate phase will begin.

Collaborate

As the project moves into Collaborate, both teams will partner to create the best solution for the customers' organization. Kronos shall recommend practices and configuration based on industry and geography and fine tune those recommendations iteratively, to meet customer-specific needs and desired outcomes. This approach helps to define and refine the solution. During the Collaborate phase, the Kronos team will share the solution in action, which allows the customer to make informed decisions about the processes to be instituted. In turn, there is a better understanding of the specific scenarios to include in testing and end user training. As the solution is being finalized, Kronos and the customer shall focus on testing efforts to ensure that the solution is well-prepared for adoption.

The project transitions into acceptance testing leveraging the Accelerated Testing Process. Kronos will conduct a test case development boot camp with the customer-side team to complete a Traceability Matrix and test cases per design elements available at the time of the boot camp. The customer will execute these test cases and record the result, reporting successes and issues. To maximize visibility into acceptance testing progress, Kronos and the customer will work collaboratively in the testing workspace which will provide up to date information and metrics on the status of testing.

Adopt

The final phase is Adopt – when both teams realize the outcomes of the previous phases. It is at this stage that the solution is measured against the goals and objectives this project set out to achieve as outlined above in the Customer Goals and Project Objective sections of this SOW, and as set forth in the Functional Specifications provided in Exhibit J. Here the goals, success criteria, change management, and risk management efforts culminate as both teams work collaboratively to deploy the solution to end users.

Kronos will oversee 1 deployment group(s). After which the Kronos project manager will transition the completed scope to Kronos Global Support for post-implementation support.

Customer Project Team Responsibilities

The information below is recommended by Kronos to assist customer with planning the Customer team's responsibilities.

Roles/Responsibility	Executive Sponsor	Project Manager	Subject Matter Experts	Technical Experts
Overall success of the implementation	•	•		
Internal communications to endorse the project and prepare resources/end users for upcoming changes	•	•		
Completion of customer tasks and deliverables		•		
Schedules resources, mitigates risks, and works within the project schedule		•		
Gathers and defines business rules and policies		•	•	
Attends standard weekly or bi-weekly status meetings		•	•	•
Attends all defined Kronos product training		•	•	
Helps create and execute test plans to ensure a successful implementation		•	•	
Provides network related information, helps configure Kronos clocks and any browser settings, if applicable		•		•
Attends important meetings including milestone meetings and phase reviews	•	•	•	•
Endorses the Kronos system to other managers/departments	•	•	•	•

Solution Assumptions

UKG Dimensions

- Adding employees and configuration to existing 2 tenants
- Single Go-Live (Deployment Group) Event
- The Authentication method is Single Sign On
- Number of Solution Development Workshops
 - 1 Business Structure
 - 1 Timekeeping Hourly
 - 1 Absence
 - 1 Advanced Scheduling

UKG Dimensions Timekeeping Hourly

- Additional Number of employee groups to existing Workforce Dimensions Timekeeping Solution
 - 4 for Timekeeping Hourly (Maintenance Union; Fire Union; Classified employees, Supervisor Union)
 - A group is defined as a number of employees who are governed by a set of similar workforce management policy rules.

UKG Dimensions Absence

- 1 additional attendance group to the current configured attendance baseline in Workforce Dimensions
- Additional employees will leverage FMLA Leave Policies configured for Public Works, no new policies are included in this scope.
- Additional employees will leverage Accrual Policies configured for Public Works, no new policies are included in this scope.

UKG Dimensions Advanced Scheduling

- 2 additional schedule groups to the current configured advanced scheduling baseline in Workforce Dimensions Public Works project.

Flat-File Integration Templates

- Airport group will leverage the existing integrations for the additional employees. Integration support has been excluded from this scope.

Solution Quality Assurance Testing Boot Camp

- Kronos will conduct a test case development boot camp with the customer-side team to complete a Traceability Matrix and test cases per design elements available at the time of the boot camp. The customer team will execute these test cases and record the result, reporting successes and issues. To maximize visibility into acceptance testing progress, the project teams will work collaboratively in the testing workspace which will provide up to date information and metrics on the status of testing.

Fixed-Fee Invoice Schedule

Project Phase	Milestone #	Deliverable	Invoice Amount
Initiate	1.1	Complete Project Plan	\$ 2,941.00
	1.2	Complete Training Plan	\$ 2,941.00
	1.4	Complete Project Team Fundamentals Training	\$ 5,882.00
	1.5	Sign Authorization to Proceed to Solution Development	\$ 4,705.60
Initiate Phase Total			\$ 16,469.60
Collaborate	2.1	Complete first Solution Development Workshop	\$ 5,882.00
	2.2	Complete first Integration Development Workshop	\$ 5,882.00
	2.3	Solution Walkthrough	\$ 2,941.00
	2.4	Complete Interface Build	\$ 5,882.00
	2.5	Sign Authorization to Proceed to Testing	\$ 2,941.00
	2.6	Completion of Testing	\$ 5,882.00
Collaborate Phase Total			\$ 45,390.00
Adopt	3.1	Sign Authorization to Proceed to Configuration Cutover	\$ 5,882.00
	3.2	Sign Authorization to Proceed to Go live	\$ 4,705.60
	3.3	Group 1 Deployment - Transition to KGS	2,352.80

Adopt Phase Total	\$	12,940.40
Fixed Fee Services Total	\$	58,820.00

Service Deliverable Acceptance Process

At the specified milestones described in the Fixed Fee Invoice Schedule, we will deliver completed project service deliverables for review and approval. Service deliverables shall be accepted or rejected within 10 consecutive business days from the time of submittal for acceptance. Service deliverables shall be deemed accepted in the absence of Customer’s review or Customer’s response of acceptance within this specified time. Feedback supplied after the review period will be evaluated as a potential change of scope.

The Service Deliverable Acceptance Process is described below.

- **Submission of Service deliverables**
The Kronos Project Manager, or designee, will prepare a Service Deliverable Acceptance Form and forward with the respective service deliverable to the Customer Project Manager, or Customer designee, for consideration.
- **Assessment of Service Deliverables**
The Customer representative will determine whether the service deliverable meets the requirements as defined in this SOW and that the service deliverable is complete. Additional work on, or changes to, an accepted service deliverable that are requested by the Customer will managed through an amendment as set forth in Section XII.B. of the Agreement.
- **Acceptance / Rejection**
After reviewing, the Customer will either accept the service deliverable (by signing and dating the Service Deliverable Acceptance Form) or will provide a written reason for rejecting it and will return the Service Deliverable Acceptance Form to the Kronos team. If feedback from multiple Customer representatives is received, then the Customer Project Manager, or Customer designee, will consolidate that feedback before delivering it to the Kronos team.
- **Correction of Service Deliverables**
Kronos will correct in-scope problems found with the service deliverable and will address the correction of out-of-scope changes through an amendment as set forth in Section XII.B. of the Agreement. Kronos will submit a schedule for making changes to the service deliverable within two (2) business days of receiving a rejected Service Deliverable Acceptance Form. Once Kronos corrects all previously identified in-scope problems, the service deliverable will be deemed accepted.
- **Monitoring and Reporting**
The Kronos project team will track service deliverable acceptance. Updates on service deliverable acceptance will be included in the status report and discussed in the status meeting. Service deliverable acceptance issues that cannot be resolved will be elevated to the Project Steering Committee.

Services Investment Summary

This SOW represents a fixed fee engagement. Travel expenses are not included and will be invoiced separately as incurred.

Service Type	
Professional Services	\$ 58,820.00
Educational Services	\$4,320.00
	\$ 63,140.00

**ORDER FORM****Order Type: Amendment**
Date: 27 May, 2022**Expires: 26 Jun, 2022**
Sales Executive: David Chetlain

Bill To Contact:**Bill To: SNOHOMISH COUNTY PUBLIC WORKS**
3000 ROCKEFELLER
EVERETT, WA 98201 USA**Ship To Contact: Lori White****Ship To: SNOHOMISH COUNTY PUBLIC WORKS**
3000 ROCKEFELLER
EVERETT, WA 98201 USA**Ship to Phone: 4253883460**
Ship to Mobile:
Contact: Lori White
Email: lori.white@snoco.org

Currency: USD
Customer PO Number:
Solution ID: 6106838
Term: Co-Term
Billing Start Date: Upon Signature of Order Form
Data Center Location: USA**Shipping Terms: Shipping Point**
Ship Method: FedEx Ground
Freight Term: Prepay & Add
Renewal Term: 24 months
Payment Terms: Net 30 Days

Order Notes:

This order is subject to the terms and conditions of the SOFTWARE as a SERVICE (SaaS) AGREEMENT BETWEEN SNOHOMISH COUNTY AND ULTIMATE KRONOS GROUP, INC dated 9/30/2021 (the "Agreement").

For the services set forth in the Statement of Work (or "SOW") and this Order Form, UKG agrees to complete the services, as described in the SOW for the fixed fee set forth herein, unless additional hours are required to complete such services due to a material change in the scope of the project, Customer delay in fulfilling its obligations, or as a result of a change in the complexity of the original scope of services based on information unknown at the time the parties entered into the SOW.

Any such additional hours shall be agreed upon by the parties pursuant to the Change Order process described in the SOW and the fixed fee amount described herein shall be amended as provided in such Change Order. If UKG has not invoiced for the entire fixed fee amount as set forth in the SOW (and any Change Orders, if applicable) upon completion of the services, UKG will invoice Customer for any remaining fees up to the fixed fee amount and Customer shall pay such fees upon the payment terms agreed upon by the parties. All services shall be invoiced in accordance with the terms of the Agreement unless otherwise specified in the SOW.

SaaS Services

Billing Frequency: Monthly in Arrears

Product Name	Quantity	PEPM	Monthly Price
UKG DIMENSIONS TIMEKEEPING HOURLY	90	USD 8.06	USD 725.40
UKG DIMENSIONS ABSENCE	90	USD 2.02	USD 181.80
UKG DIMENSIONS ADVANCED SCHEDULING	90	USD 2.02	USD 181.80
UKG DIMENSIONS TELESTAFF INTEGRATION	1	USD 0.00	USD 0.00
Total Price			USD 1,089.00

Fixed Fee

Billing Frequency: Billed 100% upon signature of the order form

Item	Billing Role	Quantity	Unit Price	Total Price
UKG DIMENSIONS FF ONBOARDING SERVICES	Grouped	1	USD 58,820.00	USD 58,820.00
Total Price				USD 58,820.00

One Time Setup Fee

Billing Frequency: Billed 100% upon signature of the order form

Item	Total Price
One Time Setup Fees	USD 4,320.00

Summary

Item	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 1,089.00

Item	Total Price
Total Fixed Fees	USD 58,820.00

Item	Total Price
Total One Time Fees	USD 4,320.00