



September 9, 2021

Board of County Commissioners  
 Clackamas County  
 Members of the Board:

Approval of a Contract with Compelling Reason, LLC. for  
Benefit Delivery Consulting Work

<b>Purpose/Outcome</b>	Establishment and implementation of benefit service delivery strategy to meet the demands of our workforce and Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	Contract Value \$487,045.00, budgeted in Self Insurance Fund 760
<b>Funding Source</b>	Department monthly Benefit Administration fees
<b>Duration</b>	Contract Execution through December 31, 2022
<b>Previous Board Action/Review</b>	Presented September 7, 2021 at Issues Session
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This project supports the Board's Strategic priority to Build public trust through good government and the Strategic Result, by 2024, County policies and decisions, service delivery, [...] will be equitable, inclusive and transparent.</li> <li>2. This project directly supports Human Resource's Strategic Result #5 to align wellness programs with workforce needs.</li> </ol>
<b>Counsel Review</b>	Counsel Date: July 26, 2021 Counsel Initials: AN
<b>Procurement Review</b>	Was this project processed through Procurement? Yes.
<b>Contact Person</b>	Kristi Durham, HR Manager, 503-742-5470
<b>Contract No.</b>	4456

**Background:**

In response to changing demands of the workplace, the Clackamas County Benefits Division contracted with an external consultant to establish the division's *benefit service delivery strategy*. The contractor will provide the following services as the County implements the benefit service delivery strategy: Project management, change management support, RFP support for third-party

administrator related to benefit transactions, process improvement and documentation, development of compliance audits and controls, data reporting and employee communications.

Implementation of the strategic plan requires a significant shift from transactional benefits administration to strategically managed benefits delivery, and will include outsourcing of benefit enrollments to a third-party administrator. The benefits service delivery strategy is built on the following pillars:

- Enhanced customer experience
- Minimize manual processing and reconciliation
- Access to accurate and timely data with dashboard reporting
- Implement plan sponsor best practices
- Instill consistent vendor management practices
- Introduce comprehensive compliance, audit and controls
- Transform benefits team service delivery model

**Procurement Process:**

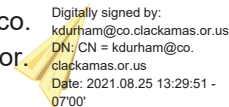
This project was advertised in accordance with ORS and LCRB Rules on February 23, 2021. Proposals were publicly opened on March 24, 2021. The County received two (2) Proposals: Segal and Compelling Reason. After review of the Proposals, contracting with Compelling Reason was determined to be in the best interest of the county based upon the scoring criteria outlined in RFP 2020-94.

**Recommendation:**

Staff respectfully recommends that the Board approve and sign this contract with Compelling Reason, LLC. for Benefit Delivery Consulting Work and requests to be added to the September 9, 2021 Consent Agenda.

Sincerely,

kdurham@co.clackamas.or.us  
clackamas.or.us



Digitally signed by:  
kdurham@co.clackamas.or.us  
DN: CN = kdurham@co.  
clackamas.or.us  
Date: 2021.08.25 13:29:51 -  
0700'

Kristi Durham,  
HR Benefits Manager

Placed on the BCC Agenda \_\_\_\_\_ by Procurement



**CLACKAMAS COUNTY  
PERSONAL SERVICES CONTRACT  
Contract #4456**

This Personal Services Contract (this “Contract”) is entered into between **Compelling Reason, LLC** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of its Department of Human Resources, Benefit Division.

**ARTICLE I.**

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2022.**
- 2. Scope of Work.** Contractor shall provide the following personal services: Contractor will perform benefits consulting work described in Contractor’s response to County’s request for Proposals #2020-94, the negotiated scope of which is set forth below.” (“Work”), in **Exhibit A.**
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **four hundred eighty seven thousand forty five dollars (\$487,045.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.  
Invoices shall reference the above Contract Number and be submitted to: [KDurham@clackamas.us](mailto:KDurham@clackamas.us)
- 5. Travel and Other Expense.** Authorized:  Yes     No  
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A.

**7. Contractor and County Contacts.**

Contractor Administrator: Kelly Jensen Phone: 503-568-1345 Email: <a href="mailto:kellyjensen@compellingreason.com">kellyjensen@compellingreason.com</a>	County Administrator: Kristi Durham Email: <a href="mailto:KDurham@clackamas.us">KDurham@clackamas.us</a>
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

## **ARTICLE II.**

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all

claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.

- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this

Contact in accordance with its terms.

- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us). Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, and 29 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may

require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.  
  
Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

**24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

**25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

**26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
- c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

**27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

**28. KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.

**29. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF



ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR,  
ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND  
CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Compelling Reason, LLC

Clackamas County



8/9/21

Authorized Signature

Date

Chair

Date

Kelly Jensen, Managing Co|



Name / Title (Printed)

Recording Secretary

761325-97

Oregon Business Registry #

Approved as to Form:

Andrew  
Naylor

Digitally signed by  
Andrew Naylor  
Date: 2021.08.10  
08:23:11 -07'00'

DLLC/OR

Entity Type / State of Formation

County Counsel

Date

EXHIBIT A  
SCOPE OF WORK



# STATEMENT OF WORK

July 16, 2021

## OVERVIEW

Enclosed is the statement of work for Compelling Reason Consultants to achieve the project objectives on the project timeline.

Compelling Reason Team

## Transform Benefit Service Delivery with Stage Gates

To ensure success at each major milestone, a stage gate review will be conducted with project sponsors. At each stage gate the consultant and County sponsors will:

- ✓ Confirm stage (people, process, and technology) objectives accomplished
- ✓ Set project work plan for next stage (as directed by the County)
- ✓ Refine and communicate County resource level of effort for next stage
- ✓ Review and approve necessary change orders
- ✓ Sign off by County project sponsors

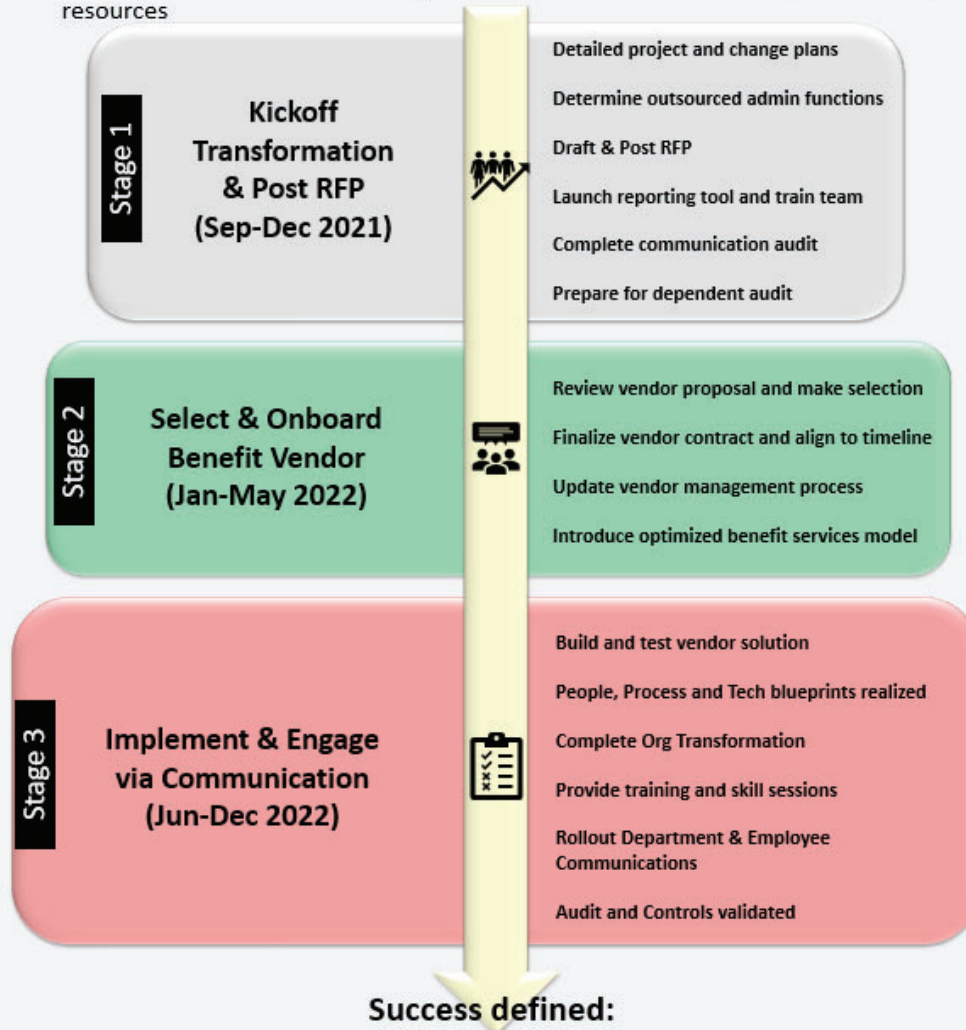
The following graphic provides a high-level project summary:

# Transforming the employee benefits experience



## During Kickoff:

Develop a detailed WBS including detailed tasks for both consulting and County resources

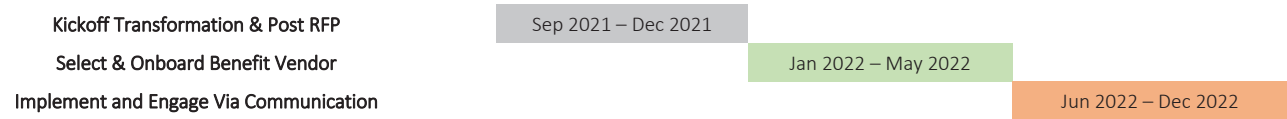


## Success defined:

Move the County from transactional benefits administration to strategically managed benefits delivery

# High-Level Timeline

The following summarizes the high-level timeline by stage. This indicates a start of September 2021, but this can be accelerated upon request by the County.



## Project Consultant Hours Estimate

Green estimates are from the original RFP (realigned to the new timeline) and blue estimates show additional hours to support the extended timeline. **During kick-off the County will determine the level of internal and consultant hours needed for data and reporting-related deliverables.**

Service	Key Deliverable	Hours Estimate	Sep 21	Oct 21	Nov 21	Dec 21	Jan 22	Feb 22	Mar 22	Apr 22	May 22	Jun 22	Jul 22	Aug 22	Sep 22	Oct 22	Nov 22	Dec 22
Project Management	Project Management Planning	158	30	8	8	8	8	12	12	8	8	8	8	8	8	8	8	8
	Status Reporting & Talking Points	128	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
	People, Process & Technology Blueprints	64											16	16	16	16		
	Project Governance	128	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
	Vendor Management Oversight	80											16	16	16	16	16	
Change Management	Change Management Plan	148	12	16	16	16	8	8	8	8	8	8	8	8	8	8	8	
	Change Workshops	112				8	8	8	8	8	8	8	8	12	12	12	12	
	Stakeholder Engagement	160		8	8	8	8	8	8	8	8	8	8	20	20	20	20	
	Communication Plan	144		12	12	12	12	12	12	8	8	8	8	8	8	8	8	8
	Organizational Transformation	112										16	16	16	16	16	16	16
Vendor Selection	Confirm outsourced functions & draft RFP	120	40	40	40													
	Support Vendor Selection	65				20	20	25										
	Support onboarding of vendor	44								24	20							
	Refresh BRC	48										24	24					
	Other Benefit Strategy Support	48					4	4	4	4	4	4	4	4	4	4	4	4
Benefits Transformation	<b>Key Deliverable: Refresh Communications</b>																	
	Communications Audit & Updates	80	40	40														
	Develop Communication Campaign (Tell the Value Story of Benefits, Recruiting Tools and Benefits Program Engagement- New Tool)	64			16	16	16	16										
	Rollout Employee Engagement	36													12	12	12	
	<b>Key Deliverable: Develop Consultative Benefit Services</b>																	
	Develop consultative benefit service offering processes	48	16	16	16													
	Refresh org structure based on selected services	48				16	16	16										
Refresh skill of team based on the new model: training (up to 3 sessions) or postings	48							16	16	16								

	Restructure benefit services team	48											12	12	12	12				
	<b>Key Deliverable: Update Vendor Management Process</b>																			
	Develop vendor management processes	48	24	24																
	Engage vendors on new process and Service Level Agreements (SLAs)	48			12	12	12	12												
	Update approach to Annual Vendor Summit	32														16	16			
	Support monitoring vendors and report on SLAs	24																	12	12
	<b>Key Deliverable: Prepare for Dependent Audit</b>																			
	Prepare for dependent audit	60			30	30														
	Build audit & controls into a process flow	48					24	24												
	Work with impacted County teams to update processes	48							24	24										
	<b>Key Deliverable: Minimize Manual Processing</b>																			
	Update processes to reflect changes to PS and benefit admin vendor	48									24	24								
	Work with impacted County teams to update processes	48											24	24						
	Support vendor testing	48													24	24				
Support go-live and monitor/address issues	48																24	24		
Data & Reporting	Stand up Power BI and operationalize reports (up to 3 dashboards and 6 reports)	240	60	60	40	20	20	20	10	10										
	"Basic Training" for Benefits, WDM, and TS how to use Power BI and other data solutions	120		20	20	20									20	20	20			
	Create Combined Data Model	80					20	20							20	20				
	Automate data exchange with benefit admin vendor and benefit carriers	64												16	16	16	16			
	Support Outsourcing including test and production file creation	96													24	24	24	24		

## Key Deliverable Descriptions

Service	Key Deliverable	Description	What County Will Receive
Project Management	Project Management Planning	Phase 3 focuses on implementation. It will be critical to maintain and track against a detailed work plan. During kickoff, a work breakdown structure will be developed to include detailed tasks, resources assigned and hours estimated for completion across all project stages. The detailed work plan will be updated to incorporate implementation plan of the selected benefit administration vendor.	Detailed work plan, Gantt chart and project management across all stages
	Status Reporting & Talking Points	Weekly status reports will be released to project sponsors summarizing recent accomplishments, upcoming work, risks/issues, and budget. Talking points will be developed at	Weekly Status Report, Kickoff and Stage Gate Talking points

Service	Key Deliverable	Description	What County Will Receive
		the end of each stage to be shared with County leadership and other key stakeholders as needed.	
	People, Process & Technology Blueprints	People, process, and technology blueprints will be created for each pillar to identify the needed changes and how this will be built, tested, and rolled out across impacted teams at Clackamas County. The impacts will be incorporated into the communication plan.	Blueprints highlighting change impacts across the County
	Project Governance	Partner with project sponsors to manage project and ensure pillar objectives are realized through the stage gate process. Project sponsor meetings will focus on stage gate objectives, and decisions needed to mitigate risks and issues.	Project sponsor meetings with an emphasis on delivering scope on time and budget.
	Vendor Management Oversight	A timeline will be developed with benefit admin vendor's project manager. Regular status meetings will be scheduled to monitor status, resolve issues, and successfully co-develop the implementation plan. A test plan will be developed to document test scenarios, and track and resolved risks and issues. A comprehensive implementation and rollout plan will be developed to track the specific tasks required across internal and external teams. A go/no-go checklist will be developed to identify readiness for go-live. An implementation checklist, including the first production file exchange, will be supported by go-live monitoring.	Detailed implementation plan, Benefit admin vendor status meetings, Testing plan, Rollout Plan, go/no-go checklist, implementation checklist, go-live monitoring
Change Management	Change Management Plan	A comprehensive change management plan will be developed to support needs for sponsorship, individual engagement, stakeholder engagement, communication plan and organizational transformation.	Change Management Plan
	Change Workshops	Change workshops designed to affect change that engage impacted individuals and teams in order to support them through their transition. Change tools will be tailored with appropriate communication, sponsorship, skill development, and result measurement by understanding their interests.	Change Workshop Series including but not limited to: Using Data to Tell the Value Story of Benefits, Vendor Management, and Creating Engaging Benefits Communications.
	Stakeholder Engagement	People, process, and technology blueprints will be developed for each pillar to describe the impact to stakeholders across Clackamas County. We will meet with impacted teams early and often to ensure we engage managers and supervisors and help them embrace the necessary change themselves. We will develop a schedule to introduce changes that impact their organizations. Talking points will provide managers with the information and support they need to succeed in their	Pillar blueprints, Stakeholder timeline and talking points



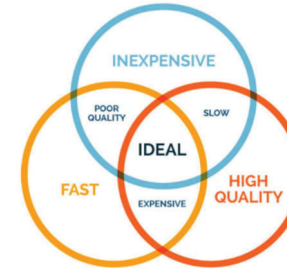
Service	Key Deliverable	Description	What County Will Receive
		role as change champions and resistance managers during the change.	
	Communication Plan	Effective communications will target audiences impacted at various phases of the project and capitalize on the preferred methods of change messages. The communication plan will document the communications needed for target audiences and the timeline they will be released. Ongoing communication will provide project transparency and keep stakeholders updated. Engaging communications for employees to share what to expect with the rollout of the new vendor solution.	Communication Plan with communications, owner and timeline.
	Org Transformation	Assess the org transformation needs related to pillar objectives. Develop new org structure. Provide support to staff in their transitions by developing up to four training and skill sessions in areas including benefit administration vendors solution processes, Power BI "Basic Training," vendor management practices, and consultative benefits services model. Optimize the organization to fill resource gaps through matching staff skill sets with job descriptions.	Redesign org structure, refresh job descriptions, and conduct skills/training sessions
Vendor Selection	Confirm outsourced functions & draft RFP	Meet with benefit team leadership to determine specific functions to outsource. Review RFI responses in order to optimize RFP. Draft RFP.	Outsourcing function decisions, RFP drafted and made available to procurement to post publicly.
	Support Vendor Selection	Support for vendor selection including meeting with procurement to answer questions about the RFP, meet with reviewers to help score responses, and join demos or interviews with vendors to support selection.	Support provided to benefit leadership to help select the benefit vendor.
	Support onboarding of vendor	Review vendor proposal and contract. Work to support vendor onboarding to ensure proposed plan will achieve desired objectives	Optimized benefit vendor implementation plan.
	Refresh BRC	Work with benefits team to review BRC practices and make recommendations on how to optimize the model based on other industry examples.	Optimize the BRC based on other industry examples.
	Other Benefit Strategy Support	Upon request, provide additional benefit strategy services	Benefit SME is available to provide benefit strategy support.
Benefits Transformation	Refresh communications	A thorough review of all employee and member-facing benefits communication, mapping of the employee journey, and validation of current benefits content. Brainstorming workshop on creating internal engaging benefits branding.	Full audit of a current communication state, opportunities for improvement, and roadmap

Service	Key Deliverable	Description	What County Will Receive
		Develop assets to engage employees and support management with telling the value proposition of benefits. Rollout Employee Engagement.	for needed changes. Benefits branding and internal marketing assets; cascading communication campaign by the audience for ease of launch; ability to measure results
	Develop consultative benefit service offering processes	Develop processes and tools for consultative benefits developed to support future state.	Tools to create a new consultative model from administrative model.
	Update vendor management processes	Develop vendor management processes. Engage vendors on new process, SLAs and annual summit. Support monitoring vendors and report on SLAs.	Refreshed vendor management processes including SLAs and monitoring approach, Vendor meetings to engage on new approach.
	Prepare for dependent audit	Review of all current dependent eligibility plan language, the process for adding dependents, and documentation review. Build audit & controls into a process flow. Work with impacted County teams to update processes.	Results of current state review with suggestions on formalizing next steps in a dependent audit, other audit and control processes updated.
	Minimize Manual Processing	Update processes to reflect changes to PS and benefit admin vendor. Work with impacted County teams to update processes. Support vendor testing. Support go-live and monitor/address issues	Manual processes reduced and eliminated where possible, Vendor testing and go-live monitoring
<b>Data &amp; Reporting</b>	Stand up Power BI and operationalize reports (up to 3 dashboards and 6 reports)	Stand up Power BI in production (develop up to 3 dashboards and 6 reports). Improve data access and develop reports and dashboards in Power BI to inform benefit administration, including developing metrics to support Performance Clackamas. Work with benefits team to operationalize up to 3 dashboards and 6 reports. Determine users/audience that will be given access to dashboards and reports.	Stand up Power BI in production and make available to benefits and WDM team, develop up to 3 dashboards and 6 reports.
	"Basic Training" for Benefits, WDM, and TS how to use Power BI and other data solutions	Conduct basic training with benefits, workforce data management, and technology services teams. Run a series of "basic training" workshops to share how to use the Power BI solution. Conduct training on other data solutions such as automated data exchange and data modeling.	"Basic training" for internal team on Power BI and data validation.
	Create Combined Data Model	Use PeopleSoft to its maximum capacity to drive more effective benefits operations with a solid employee of record	Updated data model to deliver reports, dashboards

Service	Key Deliverable	Description	What County Will Receive
		data. Create a data model combining data from PeopleSoft, Benefits Admin Vendor, and Benefit Carriers. Operationalize benefits data mart to support ongoing benefit reporting and dashboard needs.	and automated file exchanges to vendors.
	Automate data exchange with benefit admin vendor and benefit carriers	Develop requirements for vendor data feeds and build data solutions to automate data feeds with benefits vendors that have capability. Support creation of automated data exchanges with benefit admin vendor and benefit carriers.	Automated file exchanges in order to eliminate enrollment data entry (when possible depending on benefit vendor capabilities)
	Support Outsourcing including test and production file creation	Support transition to the outsourced administrator by supplying data extracts and troubleshooting and resolving data issues. Establish ongoing data exchange between Clackamas County and the outsourced administrator. Support creation of test and production files to achieve outsourced solutions.	Hands-on tech support for third party vendor transition including support for test and production file creation.

## County Support Needed

Many factors go into determining the County's estimated time commitment for phase 3. The County will need to determine between speed, quality and cost. **The following table for the County to provide a medium level of involvement for the project.** The County managers during kickoff and at each stage gate of the project to determine who will be required.



work. There are tradeoffs that the **includes a high-level estimate of time** estimates will be vetted by County complete the work and the hours

### County Time Estimates (% FTE) By Stage

Stage Team	Kickoff Transformation and Post RFP	Vendor Selection & On-Boarding	Implement and engage with communication
Benefits	<p>50-75%</p> <ul style="list-style-type: none"> <li>• Make decisions on outsourced functions</li> <li>• Provide access to communications for audit</li> <li>• Participate in working sessions for process development</li> <li>• Provide feedback on desired dashboards and reports for production Power BI instance</li> <li>• Participate in Power BI basic training</li> </ul>	<p>50-75%</p> <ul style="list-style-type: none"> <li>• Grade proposals and meet with vendors</li> <li>• Support developing aligned timeline with benefit vendor</li> <li>• Engage with other vendors based on new vendor management process</li> </ul>	<p>50-75%</p> <ul style="list-style-type: none"> <li>• Conduct testing of vendor solution</li> <li>• Participate in training and skill development</li> <li>• Engage with other teams to share impacts of implementation</li> <li>• Support rollout of employee communications</li> </ul>
WDM	<p>15-30%</p> <ul style="list-style-type: none"> <li>• Provide input to support making decisions on outsourced functions</li> <li>• Provide feedback on PS data structures in order to stand up production Power BI instance</li> <li>• Participate in Power BI basic training</li> </ul>	<p>10-20%</p> <ul style="list-style-type: none"> <li>• Grade proposals and meet with vendors</li> <li>• Support developing aligned timeline with benefit vendor</li> </ul>	<p>15-30%</p> <ul style="list-style-type: none"> <li>• Conduct testing of vendor solution</li> <li>• Participate in training and skill development</li> <li>• Determine if the vendor solution has downstream impacts on PS data or payroll</li> </ul>

TS	<p>10-20%</p> <ul style="list-style-type: none"> <li>• Provide technical access to standup Power BI in production</li> <li>• Support technical needs regarding Power BI</li> </ul>	<p>10-20%</p> <ul style="list-style-type: none"> <li>• Grade proposals and meet with vendors</li> <li>• Support developing aligned timeline with benefit vendor</li> </ul>	<p>10-20%</p> <ul style="list-style-type: none"> <li>• Provide technical access to benefit vendor</li> <li>• Provide technical access to support automated file exchange</li> <li>• Provide technical access to support vendor testing</li> </ul>
Other Teams	<p>TBD</p> <p>Engage via communications sharing expectations of project and timeline</p>		<p>TBD</p> <p>Engage via communications and on any process or technology impacts</p>

## Fees

Compelling Reason Consultants are proposing the following team with associated rates. The project timeline above includes an estimate of hours to support the work in this proposal. For each role, the high estimate reflects the upper limit of hours to be delivered on a not-to-exceed basis. If additional time, effort, or scope are required, Compelling Reason Consultants will work with the project sponsor to estimate a necessary change order. With the timeline being pushed into calendar year 2022, any additional scope documented via change orders may include a rate increase of up to 6 percent. In the unlikely event that a resource is not available when the project is initiated or during the extended project duration, we will work to provide an alternative resource for approval by the project sponsor.

Resource	Role	Rate (\$/hr)	Hours (Low)	Hours (High)
<b>Erik Hanna</b>	<p>Project &amp; Change Management:</p> <ul style="list-style-type: none"> <li>• Project Plan &amp; Tracking</li> <li>• Status Reporting</li> <li>• Stakeholder Management</li> <li>• Test Plan Management</li> <li>• Issue Tracking &amp; Resolution</li> <li>• Rollout/Implementation Plan &amp; Tracking</li> <li>• Organizational Transformation</li> </ul>	\$145/hr	660	846
<b>Jill Freeman</b>	<p>Benefit Operations Change Consultant:</p> <ul style="list-style-type: none"> <li>• HR and Benefits Communications</li> <li>• Benefit Operations Optimization</li> <li>• Process Design</li> <li>• Vendor Management</li> <li>• Testing Support</li> </ul>	\$145/hr	950	1100

Resource	Role	Rate (\$/hr)	Hours (Low)	Hours (High)
	<ul style="list-style-type: none"> <li>Stakeholder Engagement</li> <li>Change Communications</li> <li>Organizational Transformation</li> <li>Training &amp; Skills Development Plan</li> </ul>			
<b>Jim Russel</b>	Benefits Strategy Consultant: <ul style="list-style-type: none"> <li>Draft RFP</li> <li>Vendor Selection Support</li> <li>Benefit Review Committee Strategy</li> </ul>	\$175/hr	260	325
<b>Joseph Jonathon</b>	Data Solutions Consultant: <ul style="list-style-type: none"> <li>Data analysis, architecture and implementation</li> <li>Extracting PeopleSoft data</li> <li>Power BI setup</li> <li>Data visualizations using Power BI</li> <li>Automating Data exchanges with benefit vendors</li> <li>Test and Production File Support</li> </ul>	\$200/hr	500	600
<b>Kelly Jensen</b>	Project Sponsor Governance Change Management Subject Matter Expert	\$175/hr	120	160
			Low	High
		Total Hours	2490	3031
		Cost Estimate		\$487,045

Future scoped work may include the following:

- Optimization of benefits-related impacts from Leave Administration
- Leave Administration service delivery optimization
- Wellness program service delivery optimization

Future work will be negotiated and agreed upon with signed amendment by both parties.