

COUNTY OF SAN MATEO
Interdepartmental Correspondence

Date: MAY 09 2001
Hearing Date: MAY 22 2001

TO: Honorable Board of Supervisors
FROM: Brian J. Zamora, Director, Public Health and Environmental Protection Division
SUBJECT: Agreement With California Association of Environmental Health Administrators (CAEHA)

Recommendation:

Approve a Resolution

- a Authorizing the President of the Board of Supervisors to waive the Request for Proposal (RFP) process and execute an agreement with California Association of Environmental Health Administrators (CAEHA) to continue to provide software services for the County's environmental health programs.
- b Authorizing the Director of Public Health and Environmental Protection to execute the agreement with Decade Software Company and any future amendments and minor modifications to the agreement where no monetary value is involved.

Background

Since 1994, the Environmental Health Division has utilized a software product by the name of Envision for Windows (EFW) to maintain its various programs and perform billing functions. EFW is a product of Decade Software Company. We currently contract with California Association of Environmental Health Administrators (CAEHA) for site licensing of the EFW software. CAEHA administers contracts with most environmental health agencies throughout the state to ensure uniformity in meeting state reporting requirements and to achieve cost savings. Decade Software Company requires that Health Services sign their Site License and Support Agreement for the use of their software. Because this agreement has no monetary value, we request that your Board authorize the Director of Public Health and Environmental Protection to execute this agreement.

Prior to 1994, the County contracted with CAEHA for site licensing of State-Wide Environmental Evaluation and Planning System (SWEEPS) software. At that time, SWEEPS did not integrate billing and inspection activities. Environmental Health utilized two separate systems, SWEEPS and the VAX mainframe, to manage billing and inspection activities. The use of two separate systems required duplicate data entry and did not meet the growing needs of the division. EFW is

a unique software which integrates billing and inspection activities. In addition, the EFW data management service has continued to grow and expand to meet the changing needs of environmental health programs. Due to additions in the scope of services provided, this agreement supersedes our current agreement with CAEHA, which was approved by you on December 15, 1998.

Discussion

EFW has enhancements which offer new technologies to the division. For example, EFW enables the Division to electronically report information to various state agencies; store scanned images, videos and digital photos; and create reports from the database in a format compatible with uploading to our website.

New services provided through this contract will allow web users the ability to access inspectional data through Environmental Health's website. It is anticipated that this feature will be available to the public in late summer 2001. In addition, this contract includes the development and implementation of handheld inspection systems for use by Environmental Health staff in the field.

The Envision Data Management Service technical architecture is consistent with the standards that have been adopted in the Health Services Agency for technology of this kind. ISD has approved this contract.

A waiver of the RFP process is requested at this time due to the desire to continue to utilize the current database which we have used since 1994. The database allows Environmental Health to integrate billing and inspection activities for our diverse programs.

Term and Fiscal Impact

The term of this agreement is June 1, 2001 through May 31, 2004. This new contract supersedes the existing contract with CAEHA for the term of January 1, 1999, through October 31, 2001. The charges for services provided for data management are offset by fees collected by Environmental Health from regulated facilities. The charges for services are anticipated and budgeted at \$83,500 in FY 2000-01. The charges for subsequent years are anticipated to be \$118,700 for FY 2001-02, \$135,110 for FY 2002-03, and \$151,740 for FY 2003-04. These anticipated charges will be made a part of the budget. The total cost of this contract is \$489,050. There is no net County cost.

RECOMMENDED


Director, Health Services Agency

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

RESOLUTION AUTHORIZING WAIVER OF THE REQUEST FOR PROPOSAL
PROCESS AND EXECUTION OF AGREEMENT WITH
CALIFORNIA ASSOCIATION OF ENVIRONMENTAL HEALTH ADMINISTRATORS AND
AUTHORIZING THE DIRECTOR OF PUBLIC HEALTH AND ENVIRONMENTAL
PROTECTION TO EXECUTE THE AGREEMENT AND FUTURE AMENDMENTS
AND MINOR MODIFICATIONS TO THE AGREEMENT WITH DECADE SOFTWARE
COMPANY WHERE NO MONETARY VALUE IS INVOLVED

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California,
that

WHEREAS, the Board of Supervisors approved an Agreement with the California
Association of Environmental Health Administrators by Resolution No 62490 dated December 15,
1998; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and
acceptance an Agreement whereby California Association of Environmental Health Administrators
will continue to provide software for billing and inspection tracking for the County's environmental
health programs; provide online interfaces of the database, host a website where data will be stored
for publishing inspection information for public review, provide the training and implementation of
Field Inspection Systems; and

WHEREAS, inasmuch as the Public Health and Environmental Protection Division has
utilized the current database which has been used since 1994, and desires to continue to utilize the
aforesaid database through the execution of the Agreement, this Board of Supervisors will waive the
Request for Proposal (RFP) process:

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President
of the Board of Supervisors be and is hereby authorized to execute this Agreement for and on behalf
of the County of San Mateo, and the Clerk of the Board shall attest the President's signature thereto.

BE IT FURTHER RESOLVED, that the Request for Proposal (RFP) process is hereby
waived and the Director of Public Health and Environmental Protection is hereby authorized to
execute the agreement with Decade Software Company and any subsequent amendments and minor
modifications to the agreement where no monetary value is involved.

**AGREEMENT WITH
CALIFORNIA ASSOCIATION OF ENVIRONMENTAL HEALTH ADMINISTRATORS
for
COMPUTER SOFTWARE SITE LICENSING**

THIS AGREEMENT, entered into this _____ day of _____, 2001, by and between the COUNTY OF SAN MATEO, HEALTH SERVICES AGENCY, ENVIRONMENTAL HEALTH DIVISION, hereinafter called County and CALIFORNIA ASSOCIATION OF ENVIRONMENTAL HEALTH ADMINISTRATORS (CAEHA), hereinafter called Contractor ;

WITNESSETH

WHEREAS, pursuant to Government Code, Section 3100, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof, and

WHEREAS, the County has need for certain data management services, and

WHEREAS, CONTRACTOR acts as marketing agent for **Envision For Windows**® data management services for environmental health programs in California and thereby possesses the skills and resources to provide the data management services desired by the County (See Schedule E for explanation of Contractor's agency responsibilities);

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described solely for the Health Services Agency, Environmental Health Division,

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO as follows:

1 Services to be Performed by Contractor.

In consideration of the payments hereinafter set forth, Contractor shall provide the County with Envision For Windows ® billing and inspection tracking for the County's various environmental health programs consistent with the terms set out in Schedule A, attached hereto

County agrees to abide by the conditions contained in the Site License Agreement set forth in Schedule D, attached hereto.

2 Payments.

A Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed FOUR HUNDRED EIGHTY-NINE THOUSAND FIFTY DOLLARS (\$489,050.00) for the contract term period

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her authorized representative, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in Paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her representative.

C. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

D. Applicability of Sales Tax. If the County receives the Software on tangible personal property, for example floppy disks, magnetic tape, Zip disk, CD-ROM, or any other medium by which the software is temporarily stored to effect transfer to County's computer, then the full license and support fee, as well as training and conversion fees, are subject to California sales and use tax. The definition of transfer is the leaving behind of such tangible personal property. However, if the Software is received by the County over communication lines, via the Internet, a bulletin board service or through a direct connect between the County and Decade computers, the license and support, training, and conversion fees are not subject to sales and use tax. In California all parts and supplies are subject to sales and use tax, and hourly-based professional services, other than training and file conversion for the Software, are not.

3. Relationship of Parties.

It is expressly understood that this is an Agreement between two independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Services Rules.

4. Hold Harmless.

Contractor shall indemnify and save harmless the 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, or (C) by reason of any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this contract as made necessary by Section 530 of the Revenue Act of 1978, including but not limited to the concurrent active or passive negligence of the 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 the

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

5. **Insurance.**

Contractor shall not commence work under this agreement until all insurance required under this section has been obtained and such insurance has been approved by the County Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by 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 Health Services Agency of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy

A **Workers Compensation and Employer Liability Insurance** Contractor shall have in effect, during the entire life of this agreement, Workers Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor makes the following certification, required by Section 1861 of the California Labor Code.

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of this work of the Agreement

B. **Liability Insurance** Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him 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 operations under this Agreement, whether such operations be by himself 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 \$1,000,000 unless another amount is specified below and shows approval by the Department of Human Resources, Risk Management Division

Required insurance shall include

(1)	Comprehensive General Liability	\$ <u>0</u>
(2)	Motor Vehicle Liability Insurance	\$ <u>0</u>
(3)	Professional Liability	\$ <u>0</u>
(4)	Workers Compensation	\$ <u>0</u>

If this Agreement remains in effect more than three (3) years from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County Agreements by giving sixty (60) days notice to

Contractor. 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. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment II

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 Health Services Agency, at his 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.

6 Non-Discrimination.

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

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

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

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance with this paragraph;
- ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract 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 thirty (30) days of such filing, provided that within such thirty (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.

7. **Assignments and Subcontracts.**

A Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.

B Contractor shall not employ subcontractor or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee

C All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee s, subcontractor s or consultant s acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8. **Amendment of Agreement.**

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto

9. **Records**

A. Contractor agrees to provide to County, to any Federal or State department having monitoring or reviewing authority, to County s authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit 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.

B Contractor shall maintain and preserve all records relating to this Agreement in its possession of any third party performing work related to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10 **Compliance with Applicable Laws.**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County and Municipal laws, ordinances, regulations, including but not limited to appropriate licensure, certification regulations, and provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. **Interpretation and Enforcement.**

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

1) In the case of County, to:
County of San Mateo
Environmental Health Services
Attn: Dean Peterson, Director
455 County Center
Redwood City, CA 94063

2) In the case of Contractor, to:
California Association of Environmental Health Administrators
Attn: Sheryl Baldwin
3700 Chaney Ct
Carmichael, CA 95608

B. **Controlling Law.**

The validity of this Agreement and of its terms or 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 State of California.

12. Term.

Subject to compliance with the terms and conditions of this Agreement, the term of this agreement shall be June 1, 2001, through May 31, 2004. This agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days written notice to the other party.

This Agreement supersedes the following agreement between County and Contractor Agreement approved by Resolution No. 62490 dated December 15, 1998.

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

COUNTY OF SAN MATEO

By _____
Michael Nevin, President
President, Board of Supervisors

Date: _____

ATTEST.

Clerk of Said Board

Date: _____

CALIFORNIA ASSOCIATION OF ENVIRONMENTAL
HEALTH ADMINISTRATORS (CAEHA)

By Justin Male

Date: April 25, 2001

SCHEDULE A

SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments specified in Schedule B, Contractor shall perform the services described below in a manner consistent with the terms and provisions of this Agreement:

- A. Provide and maintain a windows based data management system that integrates the following functions: Daily activity logging for time accounting purposes in all programs for both inventoried and non-inventoried sites; inspection record tracking for complaints, inventoried business locations, one time services and permits; detailed record information on underground tanks and chemical inventories maintained throughout the County; billing and accounts receivable functions with the ability to age accounts, print invoices, permits and letters; and the ability to generate reports and queries from the database locally.
- B. Provide an online interface to enable Environmental Health to publish specific inspectional information from its database to the web for review by the public. This project includes:
 - 1. Develop a means to extract data from a production version of Envision for Windows on a periodic basis.
 - 2. Automatically load the extracted data into a web server for access by Environmental Health.
 - 3. Develop a graphical user interface (GUI) interface allowing the Web user to view and query the web files.
 - 4. Load test the application
 - 5. Document the application
 - 6. Host a website where data will be stored for publishing inspection information for public review. The website space shall include 100mb of disk space, 4 GB of data transfer per month and 24/7 access to the data.
- C. Provide assistance, support and licensing for the implementation of the Field Inspection System.
- D. Provide updates and enhancements, as recommended by the Envision User Group, of all versions of the software either electronically through bulletin board system or by website. All software documentation and training materials shall be downloaded from the Decade Software Company, LLC website.
- E. Provide on-site training as part of the implementation of the Field Inspection System, and on an on-going basis as requested by County, to include meeting with various County staff, evaluating system requirements and project planning.
- F. The contractor represents and warrants fault-free performance in processing of date and date relating data (including, but not limited to, calculating, comparing, and sequencing) by all hard work, soft work, and firm wide products delivered under this contract, individually and in combination, upon installation. Fault-free includes the manipulation of this data with dates prior to, through and beyond January 1, 2000, and shall be transparent to the user.
- G. On-Site Training: The Contractor will provide training classes to include system administration and user training. The Contractor will also provide a training video and

manuals prior to the training classes.

County personnel will prepare themselves for the training classes by watching the video and reading the manuals. A copy of the System will be provided to the County for training purposes.

Additional training for personnel who have completed initial training classes during the first year of operation will be at the County's expense. Refresher training obtained at the Contractor's site will be provided at no charge.

Initial training for new employees can be provided by the County or the Contractor. If provided by the Contractor, the training costs will be at an additional expense not to exceed Fourteen Hundred Dollars (\$1,400.00) per day for groups of four. Travel expenses are additional and will be quoted at the time of the event.

- H. Support Initiated Outside Normal Working Hours: Contractor's normal working hours are 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, with Federal and State holidays excluded. If County requires or initiates service outside these hours, County will pay for such support at Contractor's prevailing rates.
- I. Software Implementation. If Contractor is required to travel to County's site to install the software, County will pay for such support at Contractor's prevailing rates.

It is hereby understood that Agreement approved by Resolution No. 62490 will automatically terminate upon the execution of this Agreement by the Board of Supervisors.

SCHEDULE B

AMOUNT AND METHOD OF PAYMENT

In full consideration of the work to be performed by the Contractor and subject to the provisions of Paragraph 2A of this agreement, County shall pay Contractor in the manner described below:

A. County shall pay Contractor:

On-site training (does not include travel expenses) for groups of four (4)	\$1,400 per day
On-site consultation (does not include travel expenses)	\$825 per day

Program modifications or enhancements shall be quoted by the Contractor based on County requirements.

B Annual License Fees

The table below contains County values used to calculate the license and support fee to be paid to CONTRACTOR. CONTRACTOR warrants that the volumes are as accurate as can be estimated, and agrees that the license and support fee can be increased at any time, and billed retroactively. For successive terms the fee will be invoiced monthly by CONTRACTOR, unless the County elects to pay the full year in advance.

Prices for successive terms can increase due to County increase in volume activity or County increase in use of applications. The table below will be used as a benchmark for determining volume increases and increases in County use of system applications.

County will allow CONTRACTOR to log onto County system at least once per year approximately ninety (90) days prior to the Anniversary Date to check the volumes.

If CONTRACTOR elects to increase prices for the successive term, CONTRACTOR will notify County in writing at least sixty (60) days prior to the end of the contract term.

Employees/Inspectors To Be Tracked: 53

Full Time Employees: 73

Summer Extra Help Employees: 4

Number of Inspectors Using Field Inspection Software: 43 (eventually)

Number of Facilities To Be Monitored: 15000

NUMBER OF GENERAL HEALTH PROGRAMS 24,147		ONE-TIME TRANSACTIONS	
	Number of Records		Number of Records
Air Quality:		Animal Control.	
Campgrounds		Complaints:	12140
Food.		Dangerous Buildings:	
Housing:		Graffiti:	
Laundromats:		Junk Vehicles	
Lodging .		Service Requests (Plan Checks):	3309
Mobile Homes:		Site Remediation	1283
Noise:		Water Wells:	1125
Pet Shops:		Water Systems	41
Pools.			
Schools:			
Spas:		HIGHLY-REGULATED, HIGH VOLUME RECORDS	
Tanning:			
Tattoo:		Type	
Vending		Recycling:	
Other:		Hazardous Materials	1605
		Hazardous Waste:	
		Other:	

Applications Licensed for Use by this Agreement.

1. Core System, and its Support Code tables, with primary applications consisting of:

Owner	Event Tracking
Co-Owner	E-mail Integration
Facility	Self-Audit
General Health Program	Travel Expense Logging
General Health Permit	Violation Logging
Daily Activity Logging	Violation Enforcement Logging
Complaint	Involved People
Service Request	Certified Professionals
Comments	User-Defined Fields

2. Program Specific Applications, and its Support Code tables, with primary applications consisting of

Hazardous Materials
Hazardous Waste
Onsite Septic
Public Water System
Recyclable Materials
Site Remediation
Underground Storage Tanks
Underground Storage Tank Owners
Water Wells

3. Financials, and its Support Code tables, with primary applications consisting of

Accounts Receivable
Invoices
Invoice Line Items
Transactions History
Scheduled Invoice Items
Batch Payment Posting
Daily Balances

4. Administration, and its Support Code tables, with primary applications consisting of.

Employee
Employee Training Received
Employee Health and Accident Logging
Processing Error

5. Field Inspection Software, and its Support Code tables

The Field Inspection System is included in this agreement when deployed at the desktop. Remote computing using the Field Inspection System is covered under separate license.

6. System applications, and their Support Code tables not included in this Agreement: NO EXCLUSIONS

Payment schedule for website project:

50% payment – Loading data to the website in a test environment.

25% payment – Verification that Environmental Health can:

- Search for a regulated establishment by facility name and/or by street name. The search criteria will support “Sounds Like” searches, which allow you to match without knowing the exact spelling.
- View a list of possible matched establishments. The list will display the facility name and site address.
- Select an establishment.
- View a list of regulated/permitted activities at the selected establishment.
- Select a regulated program activity.
- View a list of recent inspections for the establishments.
- Select an inspection.
- View violations for the inspection

25% payment – First productive use of the system in a live environment.

- C. Contractor shall submit invoices monthly as determined by a flat rate for services provided to County, see Section B above. Upon approval of the invoice by the Director or Deputy Director of Environmental Health, County shall pay contractor within thirty days of receipt of an approved invoice. The maximum amount of this contract shall not exceed \$489,050.00, with increases not greater than five percent for each year, plus San Mateo County sales tax, included.

FY 2000-2001	Approximate yearly fee remaining	21,000
	Website Project (including licensing)	<u>62,500</u>
	Total for FY 2000-2001	\$83,500
FY 2001-2002	Annual licensing of database	88,200
	Website licensing& support	12,500
	FIS licensing & training**	<u>18,000</u>
	Total for FY 2001-2002	\$118,700
FY 2002-2003	Annual licensing of database	92,610
	Website licensing& support	12,500
	FIS licensing & training**	<u>30,000</u>
	Total for FY 2002-2003	\$135,110
FY 2003-2004.	Annual licensing of database	97,240
	Website licensing& support	12,500
	FIS licensing & training**	<u>42,000</u>
	Total for FY 2003-2004	\$151,740
	Total for term of contract	

TOTAL FOR TERM OF CONTRACT:

\$489,050

**Licensing costs for FIS (Field Inspection Systems) are expected to decrease as the number of users increase.

SCHEDULE C

Agreement between County of San Mateo and California Association of Environmental Health Administrators (CAEHA), hereinafter called 'Contractor .

- A. No person shall, on the grounds of race, religious creed, color, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty), disability, medical condition (including but not limited to AIDS, ARC, HIV positive diagnosis, or cancer), political affiliation or union membership, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- B. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor s personnel policies shall be made available to County upon request
- D. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of Compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one year of the executive of this Agreement

SCHEDULE D

DECADE SOFTWARE COMPANY SITE LICENSE AND SUPPORT AGREEMENT

A PARTIES

This is a Site License and Support Agreement (hereinafter "Agreement") between Decade Software Company, with principal place of business at 4201 West Shaw Avenue, Suite #102, Fresno, California 93722 (hereinafter "Decade"), and the San Mateo County, Health Services Agency, Environmental Health Division (hereinafter "County")

The County contact person is

Lorraine Lew-White

Administrative Services Manager

(650) 363-4723

FAX (650) 363-7882

Email address llew@co.sanmateo.ca.us

Address San Mateo County, Environmental Health
455 County Center, 4th Floor
Redwood City, CA 94063

B ENVISION FOR WINDOWS

This Agreement is for the use and support of software products called

- Envision for Windows,
- Field Inspection System, and,
- Inspection Query Tool

The software includes computer programs, in object form, and all related documentation and materials, and all modifications made hereafter, in whole or in part, (hereinafter "Software") The Software is owned and copyrighted by Decade, and County will have no rights other than the license use rights granted in this Agreement

C LICENSE

By this Agreement County is granted a non-transferable, non-exclusive license to use the Software only on County's computer system and for County's purposes on a system as described below County agrees to not allow access to the Software to any third party without written permission from Decade

A single production version of the Software will be installed on a local area network located at

San Mateo County Health Services Agency

Environmental Health Division
455 County Center, 4th Floor
Redwood City, CA 94063

County may copy Software only for backup, testing and archival purposes. County agrees to maintain appropriate records on the quantity and location of all such copies, and produce same on demand by Decade. County agrees to include the copyright notice of Decade on all copies, in whole or in part, in any form. County shall receive prior written approval from Decade before copying any portion of the Software for any other purpose.

D SUPPORT SERVICES PROVIDED BY DECADE

The following services are included in the license and support price:

- a Telephone Support. Decade will provide telephone support via a toll free number for County "How to's" or problem resolution. Problem resolution could involve logging onto County's system through the Internet or a modem. This support will be provided during Decade's regular business hours which are 8:00 A.M. to 5:00 P.M. Pacific Time.
- b Software Maintenance. Decade will provide software maintenance, which includes bug fixes, and any other required modifications to keep the Software in conformance with the specifications contained in the then current Decade Reference Manual. Decade will amend the specifications only to remove documentation errors, provide consistency of interpretation or describe improvements to the Software. Decade will correct any error or malfunction in the Software which prevents it from operating in conformance with the specifications, or Decade will provide a commercially reasonable alternative that will conform to the specifications at Decade's expense.

If County's system is inoperable due to a reproducible error or malfunction, and County is using the then current release of the Software, Decade will provide continuous effort to correct the error or malfunction.

- c Upgrades and Enhancements. Decade will periodically make available to County upgrades and enhancements to the Software. Decade will provide the necessary instructions and software tools for County to effect upgrades and modifications, at Decade's expense.

County will maintain its system at the current release level of the Software. Ninety (90) days after the release of a new version of the software Decade will continue technical support but will not be obligated to maintain prior versions.

Decade will have the sole discretion to decide if new Software is a no charge upgrade or enhancement, or a billable offering. Billable offerings are optional, and County will not be required to purchase them to maintain the current release level.

- d User Group Participation. County may send representatives to any user group meeting conducted by Decade.

- e Refresher Training There will be no charge for refresher training conducted at Decade's office on mutually agreeable dates, if the material was covered and the attendee (s) was included in County's initial training Refresher training does not include training for new Software or County staff who have not been trained before, which are fee-based items New software training charges not included in the services under Exhibit B will need to be quoted and approved by modification of this agreement or a new agreement

E COUNTY RESPONSIBILITIES

County is responsible for the following

- a Provide knowledgeable, competent operators with an understanding of County's operations
- b Schedule on-site or classroom training to properly prepare County's staff for using the Software
- c Backup files and programs daily, or whenever they change, and keep the backup in a secure place
- d Notify Decade as soon as problems appear

F COUNTY RESPONSIBILITIES UPON TERMINATION

County will cease using the Software immediately upon termination Within thirty (30) days after termination, for any reason, County will furnish Decade an affidavit certifying that the original and all copies, in whole or in part, of the Software have been returned to Decade or destroyed by County

G EMPLOYMENT BY COUNTY OF DECADE'S STAFF

If County, directly or indirectly, hires a Decade specialist who has provided service to County within one (1) year of specialist's termination from Decade, County will pay Decade an amount equal to six (6) months wages of specialist at time of termination

H LIMITATION OF DECADE'S LIABILITY

Decade warrants that the media used to deliver the Software to County is free from mechanical or recording defects, and if such defects are found, Decade will immediately replace the defective media

Decade will not be liable for any damage resulting from loss of data (unless caused by Decade staff accessing County's computer), profits, use of products, claims by third parties, or for any incidental or consequential damages In no event will Decade's liability exceed the amount paid by County for the product or service that caused the claim

THIS SOFTWARE IS PROVIDED SUBJECT TO THE WARRANTIES AND REMEDIES JUST EXPRESSED, IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESSED

OR IMPLIED, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE BOTH OF WHICH ARE SPECIFICALLY EXCLUDED

I ASSIGNMENT BY DECADE

Decade will have the right to arrange, through contract or otherwise, with any person or organization, to provide product or services to satisfy Decade's obligations of this Agreement

J GENERAL

Any clause of this Agreement found to be unenforceable shall be severed from this Agreement and the remainder of the Agreement shall remain in full force and effect

Any waiver of any clause of this Agreement shall not constitute a subsequent waiver of that clause or any other clause. Failure or delay of either party to enforce compliance with any clause shall not constitute a waiver of such clause

This Agreement shall be governed by California law, and the court of competent jurisdiction shall be in Fresno, California. In the event litigation is required to enforce performance of this Agreement, the prevailing party shall be reimbursed the costs of enforcement, including, but not limited to attorney fees and costs, witness fees and costs, and court costs

This Agreement replaces all other prior agreements, orally or in writing, relating to the subject matter contained herein, including any made by other parties such as distributors, consultants, dealers or resellers. This Agreement can only be modified in writing as approved by authorized signatories of both parties

This Agreement is binding upon and shall inure to the benefit of the legal successors and assigns of the parties

The person signing this Agreement on behalf of County warrants that they have read and understand all the terms and conditions contained herein, are authorized to sign on behalf of County, and accepts personal responsibility for damages if they are not so authorized

Authorized Signatures

Accepted _____
Signature _____
Print Name _____
Title _____
Date _____
Agreed Decade Software Company, LLC

Signature Kevin Delaney
Print Name Kevin Delaney
Title Member
Date 03/19/01

SCHEDULE E

CALIFORNIA ASSOCIATION OF ENVIRONMENTAL HEALTH ADMINISTRATORS and DECADE SOFTWARE COMPANY

Committed to Promoting Excellence in Environmental Health Data Management

Since 1994 the California Association of Environmental Health Administrators (CAEHA) and Decade Software Company (DSC) have been working together to provide environmental health agencies with *Envision For Windows*[®] (EFW) - the premier data management system that provides comprehensive data collection, storage, report writing and electronic data submission

As the marketing agent for *Envisions for Windows*[®] for environmental health programs in California, CAEHA utilizes its sales commission to serve Decade Software Company and its clients and to enhance the value of EFW in the following ways:

- Offer contractual agreements for EFW service with CAEHA – a California non-profit association;
- Encourage program staff participation in the Envision User Group meetings;
- Provide financial support for the annual Envision User Conference;
- Provide technical and policy guidance to DSC through bi-annual CAEHA Board meetings and ongoing staff communication;
- Represent the interests of both DSC and the EFW users in Legislative and regulatory actions that influence environmental health data management;
- Facilitate input from environmental health program directors in California with respect to current and future agency data management needs; and
- Facilitate the establishment of the EFW price structure that ensures cost-effective service for clients.

Through this partnership, CAEHA has helped DSC develop the most versatile and powerful data management tool that meets and exceeds the State of California's rigorous environmental health data collection and reporting demands.

You are encouraged to contact Justin Malan, CAEHA Executive Director at (916) 944-7315 or at justin@ccdeh.com or Kevin Delaney, Owner Decade Software Company at 1-800-372-3632 or at kevindelaney@decadesoftware.com if you have any questions regarding Envision For Windows or CAEHA.