


SAN MATEO COUNTY  
HUMAN SERVICES AGENCY  
Central Administration

DATE. May 29, 2001  
HEARING DATE. June 5, 2001

TO: Honorable Board of Supervisors

FROM: Maureen Borland, Director, Human Services Agency 

SUBJECT: APPROVAL OF A THIRD AMENDMENT TO AN AGREEMENT WITH  
ON-SITE TRAINING FOR SOFTWARE PROGRAM TRAINING AND  
CONSULTING

**RECOMMENDATION**

Adopt a resolution authorizing a third amendment to an agreement with On-Site Training for software program training and consultation to extend the term to June 30, 2002 and for an additional \$65,000 for a total contract amount of \$150,000

**BACKGROUND**

This agreement was approved by the Human Services Agency (HSA) Director on June 29, 1999, in the amount of \$5,000 and amended on July 20, 1999, for an additional amount of \$20,000. A second amendment was approved by the County Manager's Office on April 26, 2000, for an additional \$60,000 and to extend the term to June 30, 2001.

**DISCUSSION**

This amendment extends the term of the contract to June 30, 2002 and provides an additional amount of \$65,000 to continue software program training and consultation for HSA staff. Each class will serve a minimum of 13 staff. Our PC training needs have increased over the past couple of years as staff often have a need to learn not just one but several of the MS applications as we expand utilization of computer applications into our daily work. On-Site Training provides HSA staff with the majority of PC application training. We have over 700 employees who may receive basic PC concepts, Windows File Management, Introductory, intermediate and advanced MS Word, Excel, Access, PowerPoint topics, and MS Project as their job requires. Paula O'Farrell has been able to meet our intense schedule of training mutually agreed upon during FY 2001-2002.

In the next two years we will be gearing up for the implementation of the CalWIN application which replaces WCDS and will be used in the calculation and delivery of CalWORKs, Food Stamps, Medi-cal and General Assistance benefits. Windows proficiency readiness and MS WORD will be a prerequisite for 250 - 400 staff who will use CalWIN, therefore we expect to increase training substantially.

Paula O'Farrell has also designed several databases for our department's use that enhance our ability to compile information as well as the completion of State statistical reports in a fraction of the time once required. She has worked on some of these databases year after year, becoming familiar with our business practices and therefore is very efficient in the design and redesign process

In addition, contractor will provide consultation regarding software application usage

Next FY 2002-2003 we will conduct a competitive bid process to select a contractor to provide similar services for next contract term

This contract has been reviewed and approved by County Counsel and Risk Management

### **FISCAL IMPACT**

This contract amendment is budgeted in FY 2001/02 There is no impact on the General Fund

**RESOLUTION NO**

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

**\* \* \* \* \***

**RESOLUTION AUTHORIZING APPROVAL OF A THIRD AMENDMENT TO AN AGREEMENT WITH ON-SITE TRAINING FOR SOFTWARE PROGRAM TRAINING AND CONSULTING**

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

**WHEREAS**, the parties have entered into an agreement on June 29, 1999, which was amended on July 20, 1999, and on April 26, 2000; and

**WHEREAS**, the parties now wish to further amend the agreement to extend the term through June 30, 2002 and add an additional \$65,000; and

**WHEREAS**, there has been presented to this Board of Supervisors for its consideration and acceptance a third Amendment to an Agreement with On-Site Training for software training and consulting, reference to which is hereby made for further particulars; and

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, that the President of this Board of Supervisors be, and is hereby authorized and directed to approve a third amendment to the Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board of Supervisors shall attest his signature thereto

**\* \* \* \* \***

**THIRD AMENDMENT TO AN AGREEMENT WITH  
ON-SITE TRAINING  
FOR SOFTWARE PROGRAM TRAINING AND CONSULTING**

THIS AMENDMENT TO AN AGREEMENT, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and On-Site Training, hereinafter called "Contractor".

W I T N E S S E T H:

WHEREAS, the parties entered into an agreement on June 29, 1999, which has been amended on July 20, 1999, and April 26, 2000; and

WHEREAS, the parties now wish to further amend the agreement to extend the term to June 30, 2002 and to add an additional \$65,000.

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

- 1) Paragraph 2, of agreement as amended to read as follows:

**Contract Term:** The term of this agreement shall be from 7/1/99 to 6/30/02 unless terminated earlier by the County

- 2) Paragraph 3, of agreement as amended to read as follows:

**Payments:** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", County shall make payment to Contractor in the manner specified herein and in Exhibit "A". In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. The County reserves the right to withhold payment if the County determines that the quantity and quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed **\$150,000**.

- 3) Insert Paragraph 11 D to read as follows:

**11. Non-Discrimination.**

**D. Violation of the Non-Discrimination Provisions**

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

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation,
- 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 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complaint, 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.

- 4) All other terms and conditions of the agreement dated June 29, 1999 and amended on July 20, 1999 and April 26, 2000, between the County and Contractor shall remain in full force and effect.

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
*Michael D. Nevin, President*  
*Board of Supervisors, County of San Mateo*

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

ATTEST:

\_\_\_\_\_  
Clerk of Said Board

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

*Paula O'Farrell*  
\_\_\_\_\_  
Contractor - Print Name

*Training Director*  
\_\_\_\_\_  
Name, Title - Print

*Paula O'Farrell*  
\_\_\_\_\_  
Signature

*May 15, 2001 (po)*  
\_\_\_\_\_  
Date:

Tax ID 68-0134960