

**SAN MATEO COUNTY
OFFICE OF THE DISTRICT ATTORNEY
FAMILY SUPPORT DIVISION
Inter-Departmental Correspondence**

DATE: May 30, 2001
TO: Honorable Board of Supervisors
FROM: *James P. Fox*
James P. Fox, District Attorney
SUBJECT: Approval of Resolution Authorizing an Agreement with Cushman Computer Consulting, Inc. for Data Processing Application Support Services

RECOMMENDATION

Adopt a Resolution authorizing the execution of an Agreement with Cushman Computer Consulting, Inc. to provide data processing application support services for the child support enforcement system of the Family Support Division and the multi-county consortium using the system.

BACKGROUND

Since 1989, the Family Support Division of the District Attorney's Office has utilized the automated child support enforcement system known as CHASER. This system is in use in multiple counties in California, and as an effective management strategy, these counties have joined together to form a Consortium to provide for singular support of the common system.

The State of California's management and funding policy is to designate a single member county of a consortium as the Lead County. All state interactions and funding concerning the consortium system is done with and through this Lead County. The state has designated San Mateo County as the Lead County for the CHASER Consortium

With a caseload of over 15,000 cases, collections of nearly \$30,000,000 and a complex array of services to deliver in a timely, effective and efficient fashion, the Family Support Division is critically dependent on having a quality automated application to support the effort. Because of these reasons, it is critical for CHASER to be adequately supported. Over the past number of years, the CHASER Consortium has proven to be an effective and efficient methodology to manage the necessary automation support for the CHASER system. Likewise, the other member counties of the CHASER Consortium (Marin, Nevada and Lassen) also are dependent on the effective and efficient operation of the CHASER child support enforcement system. The counties of the CHASER Consortium have been designated

by the state to remain on the CHASER system until a statewide automated system is ready. A statewide automated child support system is not expected to be operational for at least three to five years.

DISCUSSION

A Request for Proposal for the application support of the CHASER child support enforcement system was issued by the Family Support Division on April 20, 2001 and mailed to all known interested and potential bidders. The sole response was received from Cushman Computer Consulting, Inc., who had been providing the system support services for the past five (5) years as a sub-contractor to the Marin County Information Services and Technology Department. A review of the proposal by a committee with representation from multiple member counties of the consortium determined the proposal to be acceptable and to meet the needs of the consortium.

As the Lead County for the CHASER Consortium, the state will fund all system support and activities for the CHASER Consortium through San Mateo County. The requested Agreement will provide for the support of the CHASER system for the 2001-2002 and 2002-2003 Fiscal Years for the entire CHASER Consortium. The total maximum payable under the Agreement is \$3,500,000 over the two (2) year term of the Agreement. A renewal clause could extend the Agreement for an additional two (2) year term and bring the total maximum payable under the Agreement over four (4) years to \$7,000,000.

FISCAL IMPACT

The state currently funds automation efforts in the child support program through a request and approved allocation process. For the FY 2001-2002, the Family Support Division has requested the necessary funding for the services to be provided under the Agreement from the state. The Division will also request the necessary funding during the future year(s) of the Agreement. The Division presently budgets with no Net County Cost, and with this requested Contract there will be no impact on Net County Cost.

TERM

The agreement will cover the period from July 1, 2001 through June 30, 2003 and may be extended by the parties for an additional two years.

EXHIBIT

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| 1. General Description of RFP | Two-year contract for provision of software application support services for the Family Support Division's child support enforcement system. |
| 2. List Key Evaluation Criteria | <ul style="list-style-type: none"> • Qualifications & experience with the system's database management software, child support, child support automation and the Family Support Division's specific system • Services to be provided by the vendor including, at a minimum, those specified in the RFP • Cost • The level of staffing being recommended by the vendor and the methods to be used to address vacancies and turnover in staff. • The extent that the vendor documents the ability to provide a full range of standard software project reports and documentation in compliance with IEEE standards and follow typical standard project processes. |
| 3. Where was it advertised | None |
| 4. In addition to any advertisement, list others to whom the RET was sent | Cushman Computer Consulting Certified Systems, Inc. Marin County Information Services & Technology Dept. San Mateo County Information Services Department Lockheed Martin Information Services IBM Unisys EDS Delloitte Touche |
| 5. Total number sent to prospective proposers | 9 |
| 6. Number of proposals received | 1 |
| 7. Who evaluated the proposals? | Proposal Screening committee: Peggy Jensen (San Mateo County Family Support Division Administrator), Keith Pepper (Marin County Family Support Division Administrator), Steve Smith (Lassen County Family Support Division Administrator) and Jim Beaumont (San Mateo County Administrative Services Manager) Proposal Interview Panel: None. |
| 8. In alphabetical order, names of proposers (or finalist, if applicable) and location | Cushman Computer Consulting |

RESOLUTION NO. _____

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

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**RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT WITH CUSHMAN COMPUTER
CONSULTING, INC. FOR DATA PROCESSING
APPLICATION SUPPORT SERVICES**

* * * * *

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

WHEREAS, the Family Support Division of the San Mateo County District Attorney's Office operates an automated child support enforcement system called CHASER that is also used by Marin, Lassen and Nevada Counties; and

WHEREAS, the San Mateo, Marin, Lassen and Nevada County Family Support Divisions have joined together to create a consortium to achieve the economics of joint operation and maintenance of their automated child support enforcement systems; and

WHEREAS, Cushman Computer Consulting, Inc. has provided operation and maintenance and enhancement support for the CHASER system since 1996 as a sub-contractor to The Marin County Information Services and Technology Department, and the quality of work provided by the contractor has been very satisfactory; and

WHEREAS, an Agreement has been presented to this Board of Supervisors for its consideration and acceptance, reference to which is hereby made for further particulars, whereby Cushman Computer Consulting, Inc. will provide support for the CHASER system in FY 2001-2002 through FY 2002-2003 for the San Mateo County Family Support Division and the CHASER Consortium counties; and

WHEREAS, this Board has been presented with a form of the Agreement and has examined and approved it as to both form and content and desired to enter into the Agreement:

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

THIS AGREEMENT, entered into this 19th day of June 2001, by and between the COUNTY OF SAN MATEO, hereinafter referred to as "County" and Cushman Computer Consulting, Inc., hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, pursuant to Government Code Section 53060 the County may contract with and employ persons for the furnishing of special services such as application support; and

WHEREAS, the following attachments are attached hereto and incorporated by reference herein:

1. Exhibit A - Service Description and Payment Schedule

WHEREAS, it is necessary and desirable that the Contractor be engaged by the County for the purpose of performing services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. Services to be Performed by Contractor.
In consideration of the payment hereinafter set forth, the Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto for the COUNTY OF SAN MATEO, DISTRICT ATTORNEY'S OFFICE, FAMILY SUPPORT DIVISION. Contractor shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this contract.
2. Contract Term.
The term of this agreement shall be from July 1, 2001 through June 30, 2003.
3. Payments.
In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", the County shall make payment to the Contractor in the manner specified 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 or

quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed \$ 3,500,000.00.

4. Relationship of the Parties.

Contractor agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers or advantages of County employees.

5. Worker's Compensation and Employer Liability Insurance

The Contract shall have in effect, during the entire life of this Agreement, Worker's 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 requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of this work of the Agreement.

6. Liability Insurance.

The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by the 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 by himself or by any subcontractor 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 Risk Management Division of the Department of Employee and Public Services. The Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained. The Contractor shall furnish Risk Management with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty days notice must be given, in writing, to the Risk Manager of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.

Required insurance shall include:

1. Professional Liability \$1,000,000
2. Workers Compensation Statutory

The 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 a loss covered by such a policy, such other insurance shall be excess insurance only.

After three years from the date this agreement is first executed the 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 60 days notice to the Contractor.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County, 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.

7. Hold Harmless.

The Contractor shall indemnify and save harmless the County, its' officers, agents, employees and servants from all claims, suits or action 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 payment 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 the Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Confidentiality

All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of County. All financial, statistical, personal, technical, and other data and information relating to the County's operations which is made available to the Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the County requires of its own personnel. The Contractor shall not, however, be required by this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

9. Termination of Agreement

The County may, at any time from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the County, by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty days from notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. In the event of termination, Contractor shall be paid for all work satisfactorily performed until termination, except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.

10. Payment of Permits/Licenses

It shall be the Contractor's responsibility to obtain any license, permit or approval required from any agency for work/services to be performed at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

11. Non-Discrimination

Non-Discrimination - General. No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical condition, national origin, political or religious affiliation, race, sex, sexual

orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

Non-Discrimination - Employment. Contractor shall ensure 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 affirmative action policies shall be made available to County upon request.

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 Contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

13. Retention and Access to Records.

The County, the Federal grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcriptions.

Contractor shall maintain all records related to this Agreement for no less than three years after the County makes final payment or after termination of this contract and all other pending matters are closed.

14. Merger Clause.

This Agreement, including Exhibit "A" attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties and obligations of each party as of the date of the document. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in the document are not binding. All subsequent modifications shall be in writing and signed by the District Attorney or his designee. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit "A" attached hereto, the terms, conditions or specifications set forth herein shall prevail. This Agreement, or facsimile proposal of the Agreement, constitutes the entire Agreement between County and Contractor. Further, liability referenced to in Section 6 is limited to Contractor's negligence during the Contractor's performance under this contract.

15. Assignments and Subcontracts.

All assignees, subcontractors or consultants working under this Agreement for the Contractor shall be subject to the same terms and conditions applicable to the Contractor under the Agreement, and the Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

16. Contract Renewal.

Upon written agreement of the parties, this Agreement may be renewed for one (1) additional two (2) year term, provided that the total amount payable by the County during the original and renewal term combined shall not exceed \$7,000,000.00.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representative, have affixed their hands on the day and year first written above.

COUNTY OF SAN MATEO

By: _____
Michael D. Nevin
President, Board of Supervisors

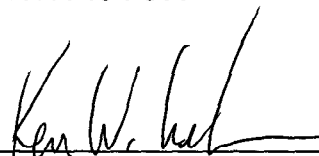
Date: _____

ATTEST:

Clerk of the Board of Supervisors

Date: _____

CONTRACTOR



Contractor Name KEN W. CUSHMAN

Date: 29 May 2001

EXHIBIT A: Service Description and Payment Schedule

Services to be Performed by the Contractor

The vendor will provide consultation, systems analysis and programming support to the CHASER Consortium through the Family Support Division of the San Mateo County District Attorney's Office. At a minimum, the specific services will include:

1. Telephone support for routine trouble calls and problem resolution on the Child Support application, at a minimum from 7:00 a.m. to 6:00 p.m. Monday through Friday, excluding official holidays of all consortium counties, and on selected Saturdays from 7:00 a.m. to 2:00 p.m. The vendor will have an on-going on-call list for contacting on a 24 hour, seven days a week basis for emergency situations.
2. Installation of system enhancements or modifications to the Child Support application made available to the consortium or the vendor.
3. System analysis, design, programming and testing of Child Support application enhancements or modifications required by State and/or Federal regulations or policies, or changes in said regulations or policies, bug fixes identified by the consortium and changes requested by the consortium to improve service.
4. Oversight of all vendor staff and subcontractors to ensure timely completion of all projects within expected and quoted costs as accepted by the consortium.
5. General computer system and automation consultation as requested by the consortium.
6. The vendor will produce end products of such quality, accuracy and completeness as to meet documented State and Federal requirements in so far as the input provided by the consortium is accurate and complete.
7. The vendor shall maintain project and task records as directed by the consortium. These records shall be made available on request to the consortium or State and/or Federal program staff.
8. The vendor will, through and in conjunction with the consortium, receive prior approval from the State Department of Child Support Services before initiating any billable activities.

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9. The vendor agrees to provide the kinds of system and operational security required by the consortium. This will include security over access to the system by outsiders, control over printed output and control over all changes to the application program. All provisions under the Code of Federal Regulations; 7 CFR 272.1(c) 45 CFR 205.51 and 45 CFR 302.18, and the California Welfare and Institutions Code Section 10850 will be followed under this service agreement.

Payment Schedule

The Contractor shall be paid for services at the following rates:

1. For Project Management, Analysis, Design, Integration and Consultation services at a rate of \$125.00 per hour.
2. For Programming, Testing and Installation services at a rate of \$95.00 per hour.

The Contractor shall provide invoices for the services provided. The invoices, included any supporting documentation, shall be in sufficient detail for County to determine the correctness of the charged rate. At a minimum, the invoices or supporting documentation shall identify the staff individuals, the hours worked by the individual, the project or service being provided and the cost classification of the work being performed.

The Contractor shall invoice no more frequently than semi-monthly and no less frequently than monthly.