

COUNTY OF SAN MATEO

INTER-DEPARTMENTAL CORRESPONDENCE

DATE: July 18, 2001

HEARING DATE: July 31, 2001

TO: Honorable Board of Supervisors

FROM: Luther Perry, CIO/Director of Information Services *Luther Perry*

SUBJECT: Agreement with Bedrock Consulting, Inc. to provide project analysis and programming support for Health Applications; and waiver of the Request For Proposal Process.

RECOMMENDATION

Approve a resolution authorizing the President of the Board to execute an Agreement with Bedrock Consulting, Inc. to provide project management, analysis, and programming for Siemens Applications, in an amount not to exceed \$195,000; and waiving the Request For Proposal process.

Background and Discussion

Bedrock Consulting has supported the Siemens applications for the past few years by providing project management, analysis, and programming support for the Pathway & Screen Building on the SMS core system, which is responsible for the Hospital's registration system that allows both patient management and patient accounting to be processed. Bedrock offers an enormous amount of expertise due to its familiarity with the Invision software products, the knowledge base for Online Architecture System Building that customizes the various registration screens to the individual department needs, as well as the continued training of current County staff.

Since 1999, through a contract with PC Processors, Bedrock Consulting has been providing the County with project management and programming services. (Previously, the County had contracted the employees of Bedrock Consulting through PC Processors, who in turn charged the County both an hourly rate and a processing fee.) The County has made considerable cost savings by contracting directly with the Bedrock Consulting and terminating the agreement with PC Processors.

There are a limited number of vendors who offer this level of expertise for this specialized system and Bedrock Consulting is the cheapest among them. Furthermore, it would not be cost effective for the County to perform a RFP, because it would extend the term for higher payments on our existing agreements for at least an additional nine months. This is an estimated time frame for this type of RFP based on the complexity and technical nature of the applications and system. We recommend retaining the services of Bedrock Consulting and waiving the Request For Proposal Process due its familiarity with Health applications and the lower price offered by

contracting directly rather than through PC Processors or Siemens. It would therefore be in the County's best interest to waive the Request For Proposal process.

Fiscal Impact

The term of the Agreement will be July 1, 2001 through June 30, 2002. The maximum amount payable under the agreement will be \$195,000. Funding for this agreement is included in the ISD 2001-2002 budget and will be cost applied to the appropriate departments through the work authorization process.

County Counsel has reviewed the proposed agreement and resolution.

RESOLUTION NO. _____

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

* * * * *

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH BEDROCK CONSULTING TO PROVIDE PROGRAMMING SUPPORT AND SYSTEM ANALYSIS FOR HEALTH APPLICATIONS; AND WAIVING THE REQUEST FOR PROPOSAL PROCESS;

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

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an Agreement between the County and Bedrock Consulting for programming support and system analysis for Health Applications, for the term of July 1, 2001 to June 30, 2002, in an amount not to exceed \$195,000;

WHEREAS, this Board has been presented with a form of Agreement and said Board has examined and approved same as to both form and content and desires to enter into same;

WHEREAS, this Board has determined that it is in the best interest of the County to waive the Request for Proposal Process;

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED

1) that the formal Request for Proposal Process is waived; and 2) the President of this Board of Supervisors be, and is hereby authorized and directed to, execute said Agreement as is approved by the County Manager and the County Counsel for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

* * * * *

SAN MATEO COUNTY AGREEMENT
WITH CONTRACTOR
FOR CONSULTING SERVICES

This Agreement entered this 31st of July 2001, by and between the COUNTY OF SAN MATEO a political subdivision of the State of California, hereinafter called "COUNTY" Bedrock Consulting, hereinafter called "Contractor."

WHEREAS, it is necessary and desirable that Contractor be engaged by 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 payments hereinafter set forth, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto and by this reference made a part hereof.

2. **Payments:** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibits "A" County shall make payment to 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.

3. **Relationship of the Parties:** It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.

4. **Non-Assignability:** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.

5. **Hold Harmless:** Contractor agrees to indemnify and defend the County, its employees and agents from any and all claims, damages and liability in any way occasioned by or arising out of the negligence of the contractor in the performance of this agreement.

6. **Worker's Compensation Insurance** The Contractor 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, Contractor certifies awareness 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 certifies compliance with such provisions before commencing the performance of this work of the Agreement as set forth in California Labor Code section 1861.

7. **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/her 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/herself 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 not be less than the amount specified by Risk Management.

8. **Non-discrimination** No person shall be excluded from participation in, denied under benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with

federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

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 its response to the Complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

9. **Accessibility of Services to Handicapped Persons:** If the Contractor will be providing services directly to the public on behalf of San Mateo County, Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance of compliance (Attachment I). Contractor shall be prepared to submit a self-evaluation and compliance plan to the County upon request within one year of the execution of this Agreement.

10. **Sole Property of the County:** Any system or documents developed, produced or provided under this contract shall become the sole property of the County.

11. **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 Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

Contractor shall maintain all required records for three years after County makes final payments and all other pending matters are closed.

12. **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 document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing. 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 CONTRACT IS NOT VALID UNTIL SIGNED BY BOTH PARTIES

COUNTY OF SAN MATEO
A Political Sub-division of the
State of California

By _____
Michael D. Nevin, President
Board of Supervisors

Contractor

By _____
Bedrock Consulting
Dan Lillep

Contractor - please complete the following: Are you or your firm a Disadvantaged Business Enterprise (DBE)?

Yes _____ No

(A DBE is a firm that is at least 51% owned and controlled by a minority person, including a woman [regardless of her race and ethnicity])

If yes, please check the appropriated DBE category:

Latino ___ Asian & Pacific Islanders ___ African American ___ American Indian ___ Woman

EXHIBIT " A "

Contract between the County of San Mateo, hereinafter called "County" and Bedrock Consulting, hereinafter call "Contractor".

I. Description of Services to be Performed by Contractor

Contractor will provide services of Dan Lillem and Paul Amrheim as experienced Programmers/Analysts to provide project analysis, management and programming support for implementation of multiple Health Services' Business Applications. Areas of responsibilities will include:

- OAS Documentation & Building
- OAS Support
- Resources Scheduling
- EAD/LCR
- Help Desk Ticket Support
- Staff Training & Support
- PM/PA Support
- Weekly Status Report
- Senior Consulting Services
- Other systems analysis/programming tasks as required

II. Amount and Methods of Payment

Contractor shall be paid on an hourly basis at the rate of \$100.00 per hour for Dan Lillem's consulting services and \$110.00 per hour for Paul Amrheim's consulting services. In no event shall payments under this agreement exceed \$195,000.

Fees shall be billed monthly and are to be paid within 30 days of receipt of invoice. Each invoice will include:

1. Agreement number.
2. Actual services performed by project/assignment including number of hours, activity, amount billed this month and amount billed in total.
3. The net amount for which payment is due.

A progress report and monthly status summary will be enclosed with each monthly invoice. The Business Systems Manager may make additions or changes to the monthly status reporting requirements.

III. Confidentiality of Data

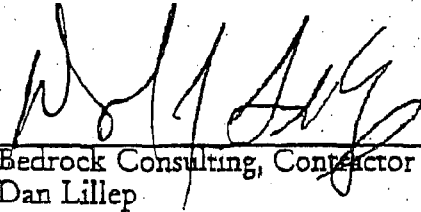
All financial, statistical, personal, technical, and other data and information relating to the County's operations which is made available to the Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the County requires of its own personnel. County's procedural requirements for protection of such data and information from unauthorized use and disclosure will be provided in writing to the Contractor by the County. 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.

IV. Term of the Agreement

The term of this Agreement shall be for one year, commencing on July 1, 2001 and continuing until June 30, 2002, unless terminated earlier as provided herein.

V. Cancellation Clause

The Chief Information Office or Contractor may terminate this Agreement at any time for any reason by providing notice of termination to the other party. Termination shall be effective on a date not less than thirty days from notice. In the event of termination under this paragraph, Contractor shall be paid for all work satisfactorily performed until termination, except where Information Services determines the quantity or quality of the work performed is unacceptable.



Bedrock Consulting, Contractor
Dan Lillep

7-18-01

Date

Michael D. Nevin, President
Board of Supervisors

Date

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: BED ROCK CONSULTING, INC.
Contact Person: DAN LILLET
Address: 552 ROOSEVELT WAY SF CA 94114
Phone Number: (415) 532-0222
Fax Number: (415) 538-8222

II Employees

Does the Contractor have any employees? [X] Yes [] No

Does the Contractor provide benefits to spouses of employees? [X] Yes [] No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- [X] Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
[] Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
[] No, the Contractor does not comply.
[] The Contractor is under a collective bargaining agreement which began on (date) and expires on (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 17th day of July, 2001 at

(State) CA
Signature
CEO
Title

SAN MATEO
(City)
DANIEL J. LILLET
Name (Please Print)
94-3308819
Contractor Tax Identification Number