

SAN MATEO COUNTY AGREEMENT FOR CONSULTING SERVICES

This Agreement entered this 10th day of September, 2002, by and between the COUNTY OF SAN MATEO a political subdivision of the State of California, hereinafter called "COUNTY" and PEK Associates, 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 for the COUNTY OF SAN MATEO Information Services Department. 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, 2002 to June 30, 2003, unless terminated earlier by the County.

3. **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 or quality of the work performed is unacceptable.

In no event shall total payment for services under this Agreement exceed \$ **192,000**.

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 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 performance of the work of the Agreement as set forth in California Labor Code section 1861.

6. **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. Further, the liability referenced in section 6 is limited to Contractor's negligence during the Contractor's performance under this contract.

7. **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.

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. **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 shall automatically terminate this Agreement.

10. **Termination of Agreement:** The County Purchasing Agent 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.

11. **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.

12. **Non-Discrimination:** No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, marital status, 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 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 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.

13. **Equal Benefits:** 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.

14. **Retention of Records:** 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. All records shall be subject to the examination and/or audit by agents of the County, the State of California and/or Federal grantor agencies.

15. **Governing Laws:** This Agreement, including any exhibits, shall for all purposes be deemed subject to the laws of the State of California, and the jurisdiction of San Mateo County.

16. **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 this 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 and signed by the County Purchasing Agent. 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.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY BOTH PARTIES

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

By _____
Jerry Hill, President
Board of Supervisors

PEK Associates
Contractor

By Elaine Kavvadias
Elaine Kavvadias
Contractor

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 PEK Associates, hereinafter called "Contractor".

I. Description of Services to be Performed by the Contractor

Contractor will provide an experienced Programmer/Analyst named Elizabeth Higgs - Newton, for analysis and programming support for the County's Departments: Hospitals & Clinics and Health Services. Contractor will provide the following types of services on projects as determined by the Health Applications' Deputy Director:

- ❖ OLIE Script creation and monitoring;
- ❖ Documentation for Patient Management and Patient Accounting integration projects;
- ❖ Back loading of AR data and/or other data as requested by County;
- ❖ AdHoc report writing as requested by the County;
- ❖ OAS building on existing or new Sam Mateo County pathways;
- ❖ Perform Well Program maintenance task and create enhancements as requested by the County management.

The methods and techniques used to provide services to the County are within the Contractor's discretion, but subject to County Information Services Department's technology policies, guidelines, and requirements. The amount of time, specific hours, and location of the performance of Contractor's services is also left to the Contractor's discretion provided that Contractor coordinates with the County departments as needed.

II. Amount and Method of Payment

The contractor shall be paid an hourly rate of \$120.00 for services performed. Travel and associated expenses incurred in the performance of this agreement are included in the hourly rate. Invoices will be mailed monthly and paid within thirty days from the date of receipt.

In no event shall total payment for services under this Agreement exceed the amount of \$192,000.

III. Title

All products and concepts, however recorded, prepared or generated by the Contractor in the performance of this Agreement shall be the exclusive property of the County. The term "product" as used in the Agreement shall include, but will not be limited to, documentation, findings, software developed, design documents and concepts related to these projects. This Agreement shall preclude Contractor from using or marketing documentation, systems, information or material originated for County hereunder unless and until the parties execute a marketing agreement. All inventions, discoveries and improvements developed in the performance of this Agreement while using County facilities, including hardware and software shall be the property of the County. It shall be presumed that any invention, discovery or improvement was developed using County facilities unless Contractor is able to show by documented proof that such invention, discovery or improvement was developed solely with Contractor's facilities. If such invention, discovery or improvement shall be determined to be the property of Contractor, County shall be granted a nonexclusive, irrevocable, royalty free license to use said invention, discovery or improvement.

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

IV. Cancellation Clause The CIO/Director of Technology may terminate this Agreement at any time for any reason by providing notice to Contractor of termination. Termination is effective on the date specified in the written notice. In the event of termination under this paragraph, Contractor shall be paid for all work satisfactorily performed until termination, except where the CIO/Director of Technology determines that the quantity or quality of the work performed is unacceptable.

Elaine Kavvadias
Elaine Kavvadias
PEK Associates

8/2/02
Date

Jerry Hill, President
Board of Supervisors

Date

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: PEK ASSOCIATES
Contact Person: ELAINE KAVVADIAS
Address: 3620 SUNRISE CT RICHMOND, CA 94806
Phone Number: 510 758-6488
Fax Number: 510 758-7958

II Employees

Does the Contractor have any employees? [X] Yes [] No
Does the Contractor provide benefits to spouses of employees? [] Yes [X] 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 31st day of July, 2002 at RICHMOND (City)

Signature: Elaine Kavvadias

Name (Please Print): ELAINE KAVVADIAS

Title: OWNER

Contractor Tax Identification Number: 68-0463256

COUNTY OF SAN MATEO
MEMORANDUM

DATE: August 21, 2002
TO: Priscilla Harris Morse, Risk Manager
FROM: Pamela Watson, Administrative Assistant x1564 ISD-120 FAX 363-7800
SUBJECT: Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: PEK Associates
DOES THE CONTRACTOR TRAVEL AS PART OF THE CONTRACT SERVICES? No
NUMBER OF EMPLOYEES WORKING FOR THE CONTRACTOR: 1
DUTIES TO BE PERFORMED BY THE CONTRACTOR FOR THE COUNTY: Consulting services

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	2 mil	X		
Motor Vehicle Liability	1 mil	X		
Professional Liability	1 mil	X		
Worker's Compensation	1 mil	X		

REMARKS/COMMENTS:

Priscilla R. Morse
8-26-02

Signature

SUBMIT TO RISK MANAGEMENT		
-OR-		
PONY EPS-163		FAX 262-4864

ACORD CERTIFICATE OF LIABILITY INSURANCE

07/12/02

Producer
HAYES INSURANCE AGENCY (510) 222-8643
3550 SAN PABLO DAM RD. STE C
EL SOBRANTE CA 94803

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

Company A	THE HARTFORD INSURANCE COMPANY
Company B	THE HARTFORD INSURANCE COMPANY
Company C	ACE AMERICAN INSURANCE COMPANY
Company D	

Insured
PERAS01-DRG
ELAINE KAVVADIAS
PEK ASSOCIATES
3620 SUNRISE COURT
RICHMOND CA 94806

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur <input type="checkbox"/> Owner's & Contractor's Protective	84SBMNR8916	12/03/01	12/03/02	General Aggregate \$ 2,000,000 Products-Completed Ops Agg \$ 2,000,000 Personal & Advertising Injury \$ 1,000,000 Each Occurrence \$ 1,000,000 Fire Damage (Inv. 1/1/1) \$ 300,000 Medical Expense (any one person) \$ 10,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	84SBMNR8916	12/03/01	12/03/02	Combined Single Limit \$ 1,000,000 Bodily Injury (per person) \$ Bodily Injury (per accident) \$ Property Damage \$
	GARAGE LIABILITY <input type="checkbox"/> Any Auto				Auto Only - Each Accident \$ Other Than Auto Only \$ Each Accident \$ Aggregate \$
	EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella Form				Each Occurrence \$ Aggregate \$
B	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY The Employer/ Partner/Executive Officers are: <input type="checkbox"/> Incl <input checked="" type="checkbox"/> Excl	84WECGM1629	02/12/02	02/12/03	Statutory Limit Other EL Each Accident \$ 1,000,000 EL Disease-Policy Limit \$ 1,000,000 EL Disease-Ex Employee \$ 1,000,000
C	OTHER PROF. LIABILITY	CRL106703	12/01/01	12/01/02	\$1,000,000/500,000 \$5,000 DEDUCTIBLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF INSURANCE

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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

Authorized Representative

Elaine Kavvadias