

**COUNTY OF SAN MATEO
AGREEMENT WITH INDEPENDENT CONTRACTOR**

AGREEMENT NO. _____

Contractor Name and Address

H.S.A. dba Paladin Consulting

3480 Monitor Court

Davidsonville, MD 21035

Attn: Turner Trippe

Contractor: Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

Department: Information Services Department

Attention: Pamela Watson

Address: 455 County Center, Third Floor

City, State, Zip: Redwood City, CA 94063

It is agreed between the County of San Mateo, California, and Contractor 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" and Schedule "D" 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, 2003 to June 30, 2004, unless terminated earlier by County.
3. **Payments.** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A" and Schedule "D", County shall make payments to Contractor in the manner specified herein and in Exhibit "A" and Schedule "D". In the event that County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of contract termination. County reserves the right to withhold payment if 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 ONE HUNDRED TWENTY THOUSAND DOLLARS AND NO CENTS (\$120,000).
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 County and that Contractor acquires none of the rights, privileges, powers or advantages of County employees.
5. **Workers' Compensation 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, Contractor certifies awareness of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' 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.
6. **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/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.
7. **Hold Harmless.** Contractor shall indemnify and defend County, its employees and agents, from any and all claims, damages and liability in any way occasioned by or arising out of negligence of Contractor in the performance of the Agreement, including any sanctions, penalties or claims of damages resulting from Contractor's failure to

comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended.

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 County's operations which is made available to 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 County requires of its own personnel. 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 Contractor's possession, is independently developed by Contractor outside the scope of the Agreement or is rightfully obtained from third parties.
9. **Health Insurance Portability and Accountability Act of 1996 (HIPAA).** Contractor shall perform all services in accordance with HIPAA, and the Federal regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Schedule D.
10. **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.
11. **Termination of Agreement.** The Director of Information Services Department or designee 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 Director of Information Services Department determines that the quantity or quality of the work performed is unacceptable.
12. **Payment of Permits/Licenses.** It shall be 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.
13. **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, 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 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 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 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 its response to the complaint when filed.

14. **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.
15. **Governing Law** This Agreement, including any exhibits, shall for all purposes be deemed subject to the laws of the State of California, and in the event of a lawsuit concerning this Agreement shall be venued in the County of San Mateo.
16. **Retention of Records.** Contractor shall maintain all records related to this Agreement for no less than three years after 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 County, the State of California, and/or federal grantor agencies.
17. **Merger Clause.** This Agreement, including Exhibit "A" and Schedule "D" 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" and Schedule "D" 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 Contractor's performance under this contract.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES

<i>Turner C. Tzipe</i>	5/23/03		
Contractor's Signature	Date	Contractor's Signature	Date

Contractor's Tax I.D. Number or Social Security Number:

52-1603157

I hereby certify that the services requested are necessary, that the selection process documentation is accurate, that all insurance certificates including Workers' Compensation are on file in this office, that Risk Management has approved any reductions in Contractor's insurance limits below \$1,000,000, and that no work will commence until this document is signed by the County Purchasing Agent. Contractor shall comply fully with the non-discrimination requirements by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

Rose Jacobs Gibson, President Board of Supervisor, County of San Mateo	Date
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Department or Division Head Approval	Date	Budget Unit
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Contract between the County of San Mateo, hereinafter called "County", and H.S.A dba Paladin Consulting, hereinafter called "Contractor".

I. Description of Services to be Performed by the Contractor

Contractor, Bob Veith, will provide Programmer/ IT Analyst services to County in the form of programming support and technical services in the area of Health Applications. Under the general direction of the Health Applications' Deputy Director and Leads, he will provide the following types of services on projects as determined by the Health Applications' Deputy Director:

- OAS –Online Architecture Software
- Testing
- Help Desk Tickets
- Staff Training and Turnover
- Monthly Siemens SUPS

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 County departments as needed.

II. Amount and Method of Payment

All services to be performed will be on a "time and materials" basis at an hourly rate of \$120. Travel and associated expenses incurred in the performance of this agreement are included in the hourly rate. The contractor will invoice on a calendar month basis with the hours detailed. The County will submit payment within 30-days of receipt conditioned upon approval of the hours and work performed during the billing cycle.

In no event the total payment for services under this Agreement will not exceed \$120,000.

Each invoice will include:

- Agreement number
- Actual services performed by project/assignment including the number of hours, activity, amount billed for the current month and the amount billed in total.

A progress report and monthly status summary will be enclosed with each monthly invoice.

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.

Turner C Tripp 5/23/03
Turner Tripp Date

Rose Jacobs Gibson, President Date

H.S.A dba Palading Consulting

Board of Supervisors, County of San Mateo

Schedule D
Health Insurance Portability and Accountability Act (HIPAA)

Business Associate Requirements

Definitions

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- (a) *Designated Record Set*. "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- (b) *Individual*. "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a person representative in accordance with Section 164.502(g).
- (c) *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- (d) *Protected Health Information*. "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- (e) *Required By Law*. "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- (f) *Secretary*. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

Obligations and Activities of Contractor

- (a) Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- (b) Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- (d) Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- (e) Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.



- (f) If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- (g) If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- (h) Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- (i) Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- (j) Contractor agrees to provide to County or an Individual in the time and manner designed by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

Obligations of County

- (a) County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- (b) County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.

- (c) County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

Permissible Requests by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

Duties Upon Termination of Agreement

- (a) Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- (b) In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

Miscellaneous

- (a) *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- (b) *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- (c) *Survival.* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- (d) *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.



COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: HSA dba Paladin CONSULTING
Contact Person: TURNER TRIPPE
Address: 3480 MONITOR CT DAVIDSONVILLE, MD 21035
Phone Number: 410-956-8296
Fax Number: 410-956-8497

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.

Signature: Turner C Trippe

Name (Please Print): TURNER C TRIPPE

Title: PRES

Date: 5/23/03

FROM :

FAX NO. : 410-266-3284

May. 01 2003 12:08PM P1

CERTIFICATE OF INSURANCE

The company indicated below certifies that the insurance afforded by the policy or policies numbered and described below is in force as of the effective date of this certificate. This Certificate of Insurance does not amend, extend, or otherwise alter the terms and Conditions of Insurance coverage contained in any policy numbered and described below.

CERTIFICATE HOLDER:

COUNTY OF SAN MATEO
JRD FLOOR
455 COUNTY CENTER
REDWOOD CITY, CA 94063

INSURED:

HOSPITAL SYSTEMS ASSOC INC
3480 MONITOR COURT
DAVIDSONVILLE, MD 21035

TYPE OF INSURANCE	POLICY NUMBER & ISSUING CO.	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS OF LIABILITY (*LIMITS AT INCEPTION)
LIABILITY	52-PR-139562-0001	11-11-02	11-11-03	
[X] Liability and Medical Expense	NATIONWIDE MUTUAL INSURANCE CO.			Any One Occurrence..... \$ 1,000,000
[X] Personal and Advertising Injury				Any One Person/Org \$ 1,000,000
[X] Medical Expenses				ANY ONE PERSON \$ 5,000
[X] Fire Legal Liability				Any One Fire or Explosion \$ 100,000
[] Other Liability				General Aggregate* \$ 1,000,000 Prod/Comp Ops Aggregate* \$
AUTOMOBILE LIABILITY				
[] BUSINESS AUTO				Bodily Injury (Each Person) \$ (Each Accident) \$
[] Owned				Property Damage (Each Accident) \$
[] Hired				Combined Single Limit \$
[] Non-Owned				
EXCESS LIABILITY				Each Occurrence \$ Prod/Comp Ops/Disease Aggregate* \$
[] Umbrella Form				
	52-WC-139562-0002	11-11-02	11-11-03	STATUTORY LIMITS
[X] Workers' Compensation and	Nationwide Mutual Insurance Co.			BODILY INJURY/ACCIDENT ... \$ 100,000
[X] Employers' Liability				Bodily Injury by Disease EACH EMPLOYEE \$ 100,000
				Bodily Injury by Disease POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS/LOCATIONS
VEHICLES/RESTRICTIONS/SPECIAL ITEMS

Effective Date of Certificate: 11-11-2002
Date Certificate Issued: 05-01-2003

Authorized Representative: ED OWEN
Counter-signed at: 108 OLD SOLOMONS ISL RD
ANNAPOLIS MD 21401