s	SAN MAT	EO COUNTY A	GREEMENT 1	NO		
COUNTY	Y OF SAN M	entered into this _ ATEO, hereinafter .: . referred to a	r referred to as	"County" and (_	

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 cold to the continuent of the conti

- 1. Exhibit A Service Description and Payment Schedule
- 2. Equal Benefits Compliance Declaration Form

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:

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, DEPARTMENT OF CHILD SUPPORT SERVICES. 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 through and including June 30, 2004, 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", 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 \$1,750,000.00.

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, 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 the California Labor Code section 1861.

6. Liability Insurance.

The Contractor shall and the state of the Life of this Agreement such Bodily Injury Liability and Property Damage Liability have as shall respect to the while performing work covered by the Agreement from any ...' .! 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 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 \$1,000,000

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.

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 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 and a shall be paid for all work satisfactorily and a shall be paid for all work satisfactorily and a shall be paid for all work satisfactorily and a shall be paid for all work satisfactorily and a shall be paid for all work satisfactorily and 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/gender, 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

- 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 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 and Access to 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.

Merger Clause.

16. 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.

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

	Ву:	Rose Jacobs-Gibson
	Date:	President, Board of Supervisors
ATTEST:		·
Clerk of the Board of Supervisors	<u>-</u> -	-
Date:	-	-
		CONTRACTOR
		Ken W. Cushman Cushman Computer Consulting
		Date: 15 May 2003

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 San Mateo County Department of Child Support Services. 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 day a week basis for emergency situations.
- 2. Installation of system enhancements or modifications to the Child Support application made available to the _____ 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.
- 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, including 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 in the same of the

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

Name of Contractor:	Cushman Computer Consulting	
Contact Person:	Ken W. Cushman	
Address:	82 Mitchell Boulevard	
	San Rafael, CA 94903	
Phone Number:	(415) 378-6522	
Fax Number:		
II Employees		
Does the Contractor h	ave any employees? 🗹 Yes 🗌 No	
Does the Contractor p	rovide benefits to spouses of employees:	✓ Yes □ No
]	If the answer to one or both of the above	is no, please skip to Section IV.
Yes, the Contrace employees with Yes, the Contrace in lieu of equal No, the Contract	tor complies by offering equal benefits, a spouses and its employees with domestitor complies by offering a cash equivaler benefits. or does not comply. s under a collective bargaining agreemen (date) and expires on	c partners. It payment to eligible employees It which began on
IV Declaration		
		California that the foregoing is true and correct, and
- 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	bind this entity contractually.	1/ 1/ 0
Kin W h		KENW. CUSHMAN
Signature		ame (Please Print)
Pasid	1	15 May 2003
Title		Date

SAN MATEO COUNTY MEMORANDUM

DATE:	May 15, 2003								
TO:	Priscilla Harris M	Iorse F	AX: 363-4864	PONY: EPS	3 163				
FROM:	<u>Lisa Raiti</u> FAX: 365-5397	P	ONY: CSS 153						
SUBJECT:	Contract Insura	nce Approval							
The following is to be	completed by the	e department	before submissi	on to Risk M	anagement:				
CONTRACTOR NA	ME: Cushman Cor	nputer Consul	ting, Inc.						
DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?: No									
NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: 4									
DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: 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, DEPARTMENT OF CHILD SUPPORT SERVICES. Contractor shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this contract.									
The following will be completed by Risk Management:									
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Professional Liability	7			×					
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