

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND HLN CONSULTING, LLC

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and HLN CONSULTING, LLC, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of Data Interoperability and Business Intelligence Integration services;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment H—HIPAA Business Associate requirements
- Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth herein and in Exhibit "A."

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." 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 the County's total fiscal obligation under this Agreement exceed ONE HUNDRED EIGHTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$187,500).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from February 11, 2008 through June 30, 2008.

This Agreement may be terminated by Contractor or by the Chief Information Officer, or his/her designee, at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

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. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be a portion of the full payment which is determined by comparing the work/services completed to the work/services required by this Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of funding.

6. Relationship of 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.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions 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, (C) 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, or (D) any other loss or cost, including but not limited to, that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which 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 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. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by County’s Risk Manager, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the Information Services Department 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 (30) days' notice must be given, in writing, to the Chief Information Officer of any pending change in the limits of liability or of any cancellation or modification of the policy.

(A) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is 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 will comply with such provisions before commencing the performance of the work of this Agreement.

(B) **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 Contractor 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 claims for property damage which may arise from Contractor’s operations under this Agreement, whether such operations be by Contractor or by any sub-contractor 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 the amount specified below.

Such insurance shall include:

(1) Comprehensive General Liability	\$1,000,000
(2) Motor Vehicle Liability Insurance	\$1,000,000
(3) Professional Liability	\$1,000,000

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

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 of San Mateo at its option, 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.

10. Compliance with Laws; Payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in

accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination

A. Section 504 applies only to Contractors who are providing services to members of the public.

Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

B. General non-discrimination. No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or be subjected to discrimination under this Agreement.

C. Equal employment opportunity. Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.

D. Violation of Non-discrimination provisions. 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

- 1) termination of this Agreement;
- 2) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- 3) liquidated damages of \$2,500 per violation;
- 4) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under this Agreement 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 their response to the Complaint when filed.

E. *Compliance with Equal Benefits Ordinance.* 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.

F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated as if fully set forth herein.

G. *Compliance with Contractor Employee Jury Service Ordinance.* Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

12. Retention of Records, Right to Monitor and Audit

(a) Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.

(c) Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

13. Merger Clause

This Agreement, including the Exhibits and Attachments 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 Agreement'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 parties. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibits "A" and "B" attached hereto, the terms, conditions, or specifications set forth herein shall prevail.

14. Controlling Law

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

15. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

San Mateo County
Information Services Department
Chris Flatmoe, CIO/Director
455 County Center, Third Floor
Redwood City, CA 90463

In the case of Contractor, to:

Noam H. Arzt, Ph.D.
President, HLN Consulting, LLC
7072 Santa Fe Canyon Place
San Diego, CA 92129

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

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

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

HLN Consulting, LLC

Contractor's Signature

Date: _____

EXHIBIT A - SERVICES

AGREEMENT BETWEEN COUNTY OF SAN MATEO AND HLN CONSULTING, LLC

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

SCOPE OF WORK

Contractor will provide/perform the following:

Consulting services for Data Interoperability and Business Intelligence Integration services. Deliver requirements and specifications (SRA and TS) documents that recommend solutions for integration of disparate data stores included below in this Scope of Work.

DELIVERABLES

- Project Vision and High Level Data Requirements.
- Project Plan for the System Requirements and Technical Specifications (initial) phase of ACRS.
- Different options for cross departmental data integrations design including what can/cannot be integrated into the Countywide system. Assessment of key risks associated with the implementation of recommended approach.
- Recommended architecture for data integration design and implementation options.
- Roadmap for entire project lifecycle (from requirements analysis to production release).
- Implementation Project Cost which includes budgeted hours, billing rate and all other anticipated expenses.

WORKSHOP AND PRESENTATIONS

- Five 4 hour and one 2 hour workshops to raise awareness and discuss high-level data requirements of participating departments.
- 2 hour Discussion/Review sessions to discuss and evaluate contents of the documents as the project evolves.
- Final presentation of the System Requirements and Technical Specifications document to technical staff and executive team. This should include a 1-2 page summary report document (in MS Word and PDF format) that highlights project findings and recommendations.

PROCESS

- Contractor will have a kick-off conference at San Mateo County with project team members. Outcome of this conference will be clarification of goals and timetable, confirmation of roles and responsibilities and validation of the set of materials that County will provide to Contractor.
- In this research step, Contractor will elicit and gather information as is deemed necessary, and review documents that County has made available.
- Following the research step or simultaneously, Contractor will conduct four workshops, approximately 15 interviews and/or surveys to 7 departments. The workshops and interviews will be the vehicle to raise awareness for the project as well as solicit comments, concerns and ideas and promote buy-in from stakeholders. The agenda and sequence of events for these structured dialogues will be determined jointly between County and Contractor project team staff.

- Contractor and County will jointly develop the template for the data store inventory collection. Contractor will compile inventory of County data systems and data stores in order to complete the Research and Data Collection step of the project; and will also create a database within which to store inventory data and to generate reports as needed for the project.
- Based on the data collected from the workshops, interviews and inventory, Contractor will conduct an analysis of integration strategies and develop options for County.
- Contractor will conduct a workshop to provide opportunity to discuss preliminary thoughts, ideas and analysis with County team. Following the workshop, the analysis, including options and recommendations, will be compiled into a draft document. Contractor will be sure to include the desired elements as stated in the Deliverables section of this SOW. Contractor and County will determine the specific contents and organization of the entire project life cycle roadmap with County relying on Contractor to draw on its experience from similar integration projects.
- Contractor will conduct a workshop to discuss the analysis, preliminary recommendation and roadmap in the draft Service Requirements Analysis and Technical Specifications document.
- Based on feedback from the review and discussion of the draft document, Contractor will create and present the final report to County.
- County will decide on architecture, candidate systems and desired approach for integration.
- Contractor will develop more detailed technical specifications for implementation of these systems.

TENTATIVE TIMELINE

The tentative timeline for these activities is as follows:

January 29, 2008	Vendor Agreement signed
February 15, 2008	Project Planning and Preparation completed
March 3, 2008	Data store inventory completed
March 7, 2008	Workshops (Data requirements) and interviews completed
March 28, 2008	Discussion/Review Session (Preliminary Analysis) completed
April 11, 2008	Discussion/Review (draft document) completed
April 25, 2008	Discussion/Review (High Level SRA & TS Document) completed
May 23, 2008	Presentation of Detailed SRA & TS Document completed

San Mateo County Departments within Class of Service Areas/Applications

Department	Category	Interview	Workshop	Survey	Application
Public Service Group 1 – Workshop 1					
Fire Protection Services	Public Service		W1	X	
Parks Department			W1	X	
Planning & Building			W1	X	Permit Plan, GIS
Public Works			W1	X	Hansen, GIS
San Mateo County Library			W1	X	
Health and Human Services Group – Workshop 2					
Child Support Services	Health and Human Services	X	W2		
Health Department		X	W2		HCDS
Human Services Agency		X	W2		Sharp, Hope, Care, CALWIN
San Mateo Medical Center		X	W2		Mercury, Siemens DSS
Justice Group – Workshop 3					
Coroner	Criminal Justice		W3		
Courts		X	W3		CJIS
District Attorney / Public Administrator		X	W3		CJIS
Probation			W3		
Sheriff's Office		X	W3		CJIS
Administration & Fiscal Group – Workshop 4					
Controller	Administration & Fiscal	X	W4		
County Counsel		X	W4		
County Manager's Office / Clerk of the Board		X	W4		
Human Resources Department			W4	X	
Information Services Department		X	W4		GIS
SamCERA			W4	X	
Public Service Group 2 – Workshop 5					
Assessor / Clerk Recorder / Registrar of Voters	Public Service	X	W5		GIS
Board of Supervisors			W5		
Court-Civil Grand Jury		X	W5		
Department of Housing		X	W5		
Tax Collector / Revenue Services / Treasurer		X	W5		Tax DB

Contractor will make commercially reasonable efforts to meet those critical timeframes identified by County and agreed to by Contractor in writing.

- Contractor and County will work together to establish a project task and schedule list.
- Weekly status reports detailing what activities were completed that week along with any challenges/issues encountered will be sent to County project manager.
- Contractor and County will hold project team meetings weekly as requested by Contractor to discuss current status and resolve any outstanding issues.
- County will assign staff to support Contractor during this project.
- County will provide a timely response (i.e., in a time period that does not affect Contractor delivery of the Service) to all specific questions and all reasonable requests for clarifying information posed by Contractor.

The methods and techniques used to provide services to the County are within the Contractor's discretion, but subject to the County's 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.

EXHIBIT B – PAYMENTS AND RATES
AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND HLN CONSULTING, LLC

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

SCHEDULE OF CHARGES.

-	LABOR \$167,500
-	TRAVEL \$20,000
-	TOTAL \$187,500

The County shall pay Contractor's labor charges in four installments as follows:

- 5% Upon the execution of this Contract
- 25% Upon completion and delivery of data store inventory
- 25% Upon delivery and acceptance of the draft Service Requirement Analysis and Technical Specifications document
- 45% Upon the completion of the final presentation of the detailed Technical Specifications step of this project

Contractor will provide the County's Information Services Department with original receipts for all reimbursable travel expenses. Contractor shall be reimbursed for mileage at \$.51 per mile, and direct costs for lodging, meals, car rental, and airfare. Meals shall be at the County's per diem rate of \$45 per day.

The County will submit payment within thirty (30) days of receipt of invoice conditioned upon the approval of work performed during the billing cycle.

In no event shall total payment under this Agreement exceed an amount of ONE HUNDRED EIGHTY SEVEN THOUSAND FIVE HUNDRED DOLLARS, (\$187,500). The County will have the right to withhold payment if the County determines that the quantity or quality of work performed is unsatisfactory.

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