

A G R E E M E N T

BETWEEN THE COUNTY OF SAN MATEO AND MTG MANAGEMENT CONSULTANTS, LLC

THIS AGREEMENT, entered into this _____ day of _____, 2008, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and MTG MANAGEMENT CONSULTANTS, LLC, hereinafter called "Contractor";

WITNESSETH:

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;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing the District Attorney's Office with a needs assessment analysis for the new Case Management System (CMS).

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 I - §504 Compliance
Contractor's Declaration Form
Contract Insurance Approval

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 EIGHTEEN THOUSAND SIX HUNDRED TWENTY DOLLARS (\$118,620).**

4. TERM AND TERMINATION

Subject to compliance with all terms and conditions, the term of this Agreement shall be from June 1, 2008 through JUNE 30, 2009.

This Agreement may be terminated by Contractor, the District Attorney's Office 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 that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the 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 outside 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 Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the Department/Division 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 Department/Division 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 I 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 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 claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself 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, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto 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 AND OTHER REQUIREMENTS

- A. *Section 504 applies only to Contractor who is 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 subject 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 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 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 herein as if fully set forth.

12. 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 employees regular pay the fees received for jury service.

13. 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.

14. MERGER CLAUSE

This Agreement, including the Exhibits 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. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or

attachment to this agreement, the provisions of this body of the agreement shall prevail. 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.

15. 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.

16. 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
District Attorney's Office
Eduardo Castillo, Management Analyst
400 County Center, 3rd Floor
Redwood City, CA 94063

In the case of Contractor, to:
MTG Management Consultants, LLC
Robert E. Kaelin, Project Officer
1111 Third Avenue, Suite 2700
Seattle, WA 98101-3201

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*

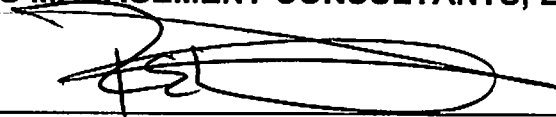
BY: _____
PRESIDENT, BOARD OF SUPERVISORS

DATE: _____

ATTEST:

BY: _____
CLERK OF SAID BOARD

MTG MANAGEMENT CONSULTANTS, LLC

BY:  _____
(SIGNATURE)

Robert E. Kaelin, Senior Partner
(PRINTED NAME)

DATE: May 22, 2008

EXHIBIT A SERVICES

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND MTG MANAGEMENT CONSULTANTS, LLC

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

A. INTRODUCTION.

Contractor will provide County a needs assessment analysis for the new Case Management System (CMS).

The term of this agreement shall be from June 1, 2008 through June 30, 2009. The District Attorney of San Mateo County retains the right to extend the term of this contract for an additional two years on an annual basis upon 30 days notice to the contractor, MTG Management Consultants, LLC. Either party may terminate this agreement on 30 days written notice.

B. PROJECT SCOPE.

The Scope of this project includes a number of activities and deliverables with the ultimate goal of establishing the requirements for a new CMS. Specifically, the scope of the project includes:

- To confirm business practices within and outside of the District Attorney's Office (DAO) by tracking the tasks that are being accomplished and by whom.
- To review and assess existing technology within the DAO.
- To implement a system that will ensure information is kept secure.

The high-level objectives of the effort are supported by specific goals of the needs assessment. These specific goals include:

- Selecting a CMS application that meets the needs of the DAO and provides ease of use for the DAO's staff.
- Implementing a flexible infrastructure for growth and changes.
- Enabling information sharing and analysis within the DAO.
- Ensuring ease of information sharing among the County criminal justice departments.
- Implementing a CMS which is fully integrated with the other DAO business practices and applications.
- Implementing a modern application, which adheres to the DAO IT standards with ease of support for the Technical Services Unit.
- Eliminating duplicate data entry.
- Ensuring the CMS is flexible enough to handle multiple locations and changes to these locations (expansion, addition, removal, etc.)

These goals are consistent with the usual goals of agencies procuring a new CMS and reflect supporting elements outlined in the San Mateo County CJIS Migration effort. Given the goals, objectives, and desired work elements, Contractor understands that the scope of the project will include:

EXHIBIT A - SERVICES

- Project Management – MTG Management Consultants, LLC (MTG) will provide the District Attorney's Office (DAO) with a work plan, status reports, project presentations, and day-to-day management of the project.
- Data Collection – MTG will interview relevant personnel within and outside the DAO; review all available system documentation; gather existing and new system requirements; and perform on-site visits, including existing system walk-throughs, as necessary to fully document CMS requirements.
- Future Vision – MTG will evaluate the data collected in this research and work with the DAO to identify a preferred future business and technical environment.
- Requirements Analysis – MTG will develop a comprehensive project requirements study, including analysis and findings regarding existing business processes; detailed functional and technical requirements; proposed target architecture and technical environment; and alternative and recommended target solutions.

C. WORK PLAN.

Contractor's work plan refines the project scope into a logical series of tasks and deliverables. This effort is focused on documenting current business processes, recommending opportunities for improvement, and establishing a set of system requirements that capture the District Attorney's Office current and desired (future) business capabilities. The discussion of the work plan is divided into two areas, the detailed work plan and potential issues.

1. DETAILED WORK PLAN.

Contractor has developed a detailed work plan in which descriptions of each project phase and the associated tasks are provided in the subsections that follow.

PHASE 0 – FY 2007/2008 AND FY2008/2009 PROJECT INITIATION AND MANAGEMENT

In this phase, Contractor will initiate the project by meeting with the project executives to refine the project approach to meet the specific needs of the department. Contractor will also establish a project reporting structure and plan. Phase 0 will provide a solid foundation for managing the project and establishing a mutually understood set of expectations for measuring and monitoring progress. The tasks in this phase include:

Milestone - Project Start Date

- Task 0.1 - Conduct Kickoff Meetings
- Task 0.2 - Confirm Project Vision
- Task 0.3 - Establish Project Governance and Reporting
- Task 0.4 - Review and Revise Project Plan
Deliverable - Project Work Plan
- Task 0.5 - Report on Project Status
Deliverables - Monthly Status Reports
- Task 0.6 – Collect Background Documentation

Based on information gathered during this phase, the project plan will be revised to match any changes desired by the project stakeholders.

MTG will communicate regularly with the DAO project manager and will provide weekly e-mail status reports that list recent and planned activities. In addition, MTG will provide monthly status reports that synopsize and expand upon the weekly reports, present the current project schedule, and discuss any project issues or risks.

PHASE 1 - CURRENT ENVIRONMENT ASSESSMENT

This phase involves documenting the DAO's business operations. This will include the observation of staff performing duties, interviews with appropriate staff and outside agencies, and the assessment of existing methods of maintaining prosecutorial information. MTG will also conduct an assessment of the DAO's current technology environment. Finally, MTG will work with the CMS Committee and project executives to address the strategic issues, establish the strategic direction, and identify solutions for achieving the DAO's vision of the CMS.

This effort will focus on the following major elements:

- Document and evaluate current business processes.
- Document and evaluate the current technology environment.
- Identify key issues.
- Compile Draft Current Environment Assessment.

The activities completed in this phase will result in the following deliverables:

- Draft Current Environment Assessment.
- Final Current Environment Assessment.

PHASE 2 – FUTURE ENVIRONMENT ASSESSMENT

Based on the information gathered in Phase 1, Contractor will create a preferred business and technical environment and review it with the DAO. During this phase, MTG will confirm the future environment and desired capabilities with key individuals to ensure that these capabilities can be captured in the system's requirements and, eventually, the CMS.

The activities described above represent the following work tasks as outlined in the project schedule:

- Create Future Business Processes.
- Create Future Technology Environment.
- Identify Short-Term Opportunities.
- Identify Long-Term Opportunities.
- Compile Draft Future Environment Assessment.

PHASE 3 – REQUIRMENTS DEVELOPMENT

Based on the data collected on Phases 1 and 2, MTG will develop the detailed functional and technical environments for the new CMS. MTG will work with the DAO to identify the functionality necessary for the CMS replacement solution, based on both current business processes and desired capabilities. This emphasis will help ensure that the new CMS meets both current and future business needs. During this phase, MTG will confirm the functional and technical requirements are appropriately captured.

As presented in the project schedule, the activities described above represent the following tasks:

- Develop CMS functional requirements.
- Develop CMS technical requirements.
- Review requirements with project stakeholders.
- Review CMS functional and technical requirements.
- Compile draft CMS Requirements.

Activities completed in this phase will result in the following deliverables:

- Draft CMS Requirements
- Final CMS Requirements.

PHASE 4 – ALTERNATIVES ANALYSIS

In Phase 4, MTG will create an alternatives analysis based on best practices, incorporating the functional and technical requirements identified in Phase 3. The analysis will identify alternative and recommended target solutions. This will be used to create a matrix of products and CMS systems capabilities compared to the technical requirements. The matrix will include corresponding cost estimates for each proposed target solution.

As presented in the project schedule, the activities described above represent the following tasks:

- Review the CMS Market Offerings.
- Compare Offering Requirements.
- Create Alternatives.
- Create Requirements Traceability Matrix.
- Compile Draft Alternatives Analysis.

The activities completed in this phase will result in the following deliverables:

- Draft Alternatives Analysis.
- Final Alternatives Analysis.

D. SCHEDULE.

EXHIBIT I presents the project according to the work plan described previously. Based on the start date of February 4, 2008, the project will be completed by June 30, 2009, assuming that funding for Phases 2 and 3, as well as the system, are available. The following table shows the project deliverable schedule:

Deliverable	Due Date
Project Work Plan	4/11/08
Monthly Status Report	Monthly
Current Environment Assessment	06/30/08
Future Environment Assessment	09/25/08
CMS Requirements	10/24/08
Alternative Analysis	1/14/2009

MTG Understands the funding process for this project and will adjust phases as necessary to accommodate the fund availability.

EXHIBIT B PAYMENT & RATES

AGREEMENT BETWEEN THE
COUNTY OF SAN MATEO AND MTG MANAGEMENT CONSULTANTS, LLC

In consideration of the services set forth in Exhibit A, Contractor shall provide maintenance services and support for the following:

1. COST

In no event shall the County's total fiscal obligation under this Agreement exceed **ONE HUNDRED EIGHTEEN THOUSAND SIX HUNDRED TWENTY DOLLARS (\$118,620)**.

The cost of the project is composed of \$97,404.00 in professional fees and \$21,216.00 in expenses for items including travel, document preparation and telephone calls.

2. Payment Schedule

County shall pay contractor a flat rate for each completed and accepted task as follows:

Phase	Cost
FY 2007/2008	
Phase 0 – Project Initiation and Management	\$ 10,092
Phase 1 – Current Environment	35,048
FY 2008/2009	
Phase 0 – Project Management	6,153
Phase 2 – Future Environment	32,678
Phase 3 – Requirements Development	16,127
Phase 4 – Alternative Analysis	18,522
TOTAL	\$118,620

Upon completion of each task defined above, Contractor shall prepare and submit an invoice for payment of services rendered and project related fees, in accordance with the policies and procedures established by the County Controller's Office.

Contractor also provides a Document Production Center (DPC), which includes professional editors, graphic designers, and document production staff. Contractor's proposed support staff costs and expenses assume that all project work products will be developed using Contractor's internal documentation standards and formats. Any requested deviation from this assumption will require renegotiating this component of this agreement. Contractor does not believe that any additional tasks will be necessary to complete the project or develop the plan beyond those tasks outlined above. However, if the County determines that additional tasks are necessary; Contractor will extend the rates listed below through the entire 2007 and 2008 calendar year. The entire range of Contractor's rates is presented below, if County requires additional skills.

- Senior Partner \$225 to \$245
- Partner \$170 to \$180
- Senior Manager \$160 to \$170
- Manager \$150 to \$160
- Senior Consultant \$135
- Consultant \$125
- Document Production \$60

Contractor's professional fees for additional effort will be determined by the actual additional hours worked on the engagement at Contractor's standard hourly rates. Project-related expenses, which are normally estimated at 17 percent of professional fees, will include travel, document processing, telephone, and other out-of-pocket expenses.

ATTACHMENT

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

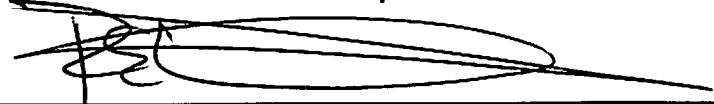
Reta H. Waldrop
Name of 504 Person - Type or Print

MTG Management Consultants, LLC
Name of Contractor(s) - Type or Print

1111 Third Avenue, Suite 3010
Street Address or P.O. Box

Seattle, WA 98101-3292
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.


Signature

Senior Partner
Title of Authorized Official

May 22, 2008
Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	MTG Management Consultants, LLC	Phone:	(206) 442-5010
Contact Person:	Robert Kaelin	Fax:	(206) 442-3292
Address:	1111 Third Avenue, Suite 3010 Seattle, WA 98101-3292		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

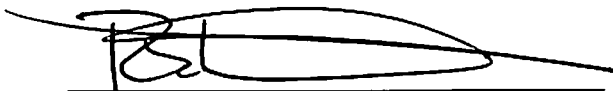
- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

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

Robert Kaelin
Name

May 22, 2008
Date

Senior Partner
Title

CONTRACT INSURANCE APPROVAL

DATE: 06/04/2008

TO: Faiza Steele FAX: 363-4864 PONY: HRD 163

FROM: Eduardo Castillo

PHONE: X4890 FAX: 599-1681 PONY: DAO111

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

CONTRACTOR NAME: MTG Management Consultants, LLC

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? Yes

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: 38

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:

Contractor will provide County a needs assessment analysis for the new Case Management System (CMS).

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$ 1mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$ 1mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	to Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Faiza Steele
 Faiza Steele
 Risk Management Analyst

6/4/08
 Date

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

AMA DATE
UODC 05-27-2002

PRODUCER
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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.

INSURERS AFFORDING COVERAGE

INSURED
MTG MANAGEMENT CONSULTANTS LLC
1111 3RD AVE. STE 3010
SEATTLE WA 98101

INSURER A: Hartford Casualty Ins Co
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	54 SBA TS3816	06/01/07	06/01/08	EACH OCCURRENCE \$2,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$10,000
	<input checked="" type="checkbox"/> General Liab				PERSONAL & ADV INJURY \$2,000,000
					GENERAL AGGREGATE \$4,000,000
					PRODUCTS - COMP/OP AGG \$4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	54 SBA TS3816	06/01/07	06/01/08	COMBINED SINGLE LIMIT (EA accident) \$2,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
A	EXCESS LIABILITY	54 SBA TS3816	06/01/07	06/01/08	EACH OCCURRENCE \$3,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$3,000,000
	<input type="checkbox"/> DEDUCTIBLE				
	<input checked="" type="checkbox"/> RETENTION \$10,000				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	54 SBA TS3816	06/01/07	06/01/08	WC STATU-TORY LIMITS GTH-ER
					E.L. EACH ACCIDENT \$1,000,000
					E.L. DISEASE - EA EMPLOYEE \$1,000,000
					E.L. DISEASE - POLICY LIMIT \$1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Those usual to the Insured's Operations. Certificate holder is named as additional insured per the Business Liability Coverage Form SS0008, attached to this policy.

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER: A	CANCELLATION
County of San Mateo District Attorney Attn: Mr. Eduardo Castillo 400 COUNTY CTR FL 3 REDWOOD CITY, CA, 94063		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (110 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 