

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
COMPUCOM SYSTEMS, INC.**

THIS AGREEMENT, entered into this _____ day of _____, 20_____,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and
COMPUCOM SYSTEMS, INC, 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;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing contingency staffing,

**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

Schedule A – Statement of Agreement for Individual Consultant Engagement

Attachment I—§504 Compliance

Attachment IP – Intellectual Property

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 three million, five hundred thousand dollars (\$3,500,000.00).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 9, 2008, through December 8, 2011.

This Agreement may be terminated by Contractor, 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 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 and County shall indemnify and save harmless each other, their 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 or County'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 Contractor or 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 Contractor or 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. Limitation of Liability.

Neither Party will be liable for indirect, special or consequential damages (including loss of profits) of any kind even if advised of the possibility of such damages. Each party's liability hereunder for any claim for damages, regardless of the form of action, shall not exceed the fees owed Contractor under this Agreement.

9. 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.

10. 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 County 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **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.
- (2) **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:

(a) Comprehensive General Liability	\$1,000,000
(b) Motor Vehicle Liability Insurance	\$1,000,000
(c) 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.

11. 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. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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.

12. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractor 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 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
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this 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.

13. 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.

14. 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.

15. 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.

16. Controlling Law and Venue

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. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted hereunder

shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:

Resource Manager
Attn: Jim Beaumont
Information Services Department
455 County Center, 3rd Floor
Redwood City, CA 94063
FAX (650) 363-7800

In the case of Contractor, to:

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

COMPUCOM SYSTEMS, INC.

Contractor's Signature

Date: _____

EXHIBIT A - SERVICES

AGREEMENT BETWEEN COUNTY OF SAN MATEO (COUNTY) AND COMPUCOM SYSTEMS, INC. (COMPUCOM)

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

1. SCOPE OF WORK

CompuCom will employ a series of recruiting, management, and retention best practices that will deliver world-class service and support for contingency staffing to the San Mateo County Information Services Department.

This includes the following:

1. As new requisitions are received within normal business hours, Account Managers will email an acknowledgement within 90 minutes, or within 90 minutes on the next business day for requests received outside of normal business hours.
2. CompuCom will contact the County hiring manager/contact within two (2) hours of sending the acknowledgement to clarify project and business objectives and all necessary and specific skills and qualifications.
3. CompuCom will immediately enter job descriptions into the tracking system, and recruiters will be alerted to the new requisition. Unique candidate profiles will be created for each request. This profile will be used for resourcing and screening of candidates.
4. A flexible screening process to qualify candidates will be used. This includes:
 - a. Administrative screening to initiate the process.
 - b. An applicant tracking system will search the database screens for candidates.
 - c. Contractor will initially screen the candidate by telephone.
 - d. A recruiting skill-set specialist will interview the candidate.
 - e. Industry and subject matter experts will screen candidates for technical expertise.
 - f. On-line testing tools may be used based upon the hiring manager's preferences.
 - g. Contractor will initiate performance-based reference checking. Any additional background checking and screening as required by the hiring manager.

5. CompuCom will initiate a criminal background check as soon as the CompuCom recruiter has decided to present a specific candidate to the County. Criminal background checks typically require 1-7 days to process. CompuCom will withdraw candidates from consideration in cases where material criminal background issues have been identified. CompuCom recruiters will verify during the candidate assessment process that the candidates have proper authorization to work on the assignment.
6. CompuCom will submit two (2) qualified candidates to the County within two (2) business days. The target for this metric is a minimum of 80% compliance. If CompuCom is unable to meet this requirement, the County hiring manager/contact will be notified by the end of the first business day with an updated estimated time on when the County can expect candidates.
7. Submission of candidates by CompuCom to the County will include a minimum of a candidate resume, plus the results of any skill tests requested by the County and previous performance evaluations if requested.
8. For all candidates selected by the County for interview (either face-to-face or by phone) CompuCom will confirm all relevant interview information with the County and the candidate via email.
9. Upon selection by the County of a candidate submitted by CompuCom, the parties will execute a Schedule A document denoting the candidate's name, position title, assignment date, expected duration of assignment, work description, agreed upon hourly rate for the services (not to exceed the position/experience rate included in Exhibit B), and any other such information as necessary for the County or CompuCom to process, track and account for the assignment.
10. Upon the consultant starting the assignment, CompuCom will check in with the manager and the contractor within 2 hours of his/her starting time.
11. CompuCom's Resource Managers will proactively monitor the consultant's performance through an initial meeting with the placed candidate within the first two (2) weeks of the engagement, monthly one-on-one meetings and weekly email contact. The Resource Manager will communicate back to the County hiring manager regarding the specifics of these contacts.
12. When issues evolve, the Account Manager will notify the consultant within one hour of receipt and a discussion will take place between the Account Manager and the consultant involved. Should resolution not be attained within 2 business days, the issue will be escalated to the Vice President of Application Services.
13. CompuCom will track its performance monthly and provide monthly

progress/performance metrics reports to the County by the 15th of each month for the previous month's activity.

14. CompuCom will ensure status reports are provided by its consultants monthly and project documentation is completed as required by the County.

15. In addition, CompuCom will request performance reviews from County managers during the fourth week and at sixth month intervals throughout the duration of the consultant's assignment

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

EXHIBIT B – PAYMENTS AND RATES

AGREEMENT BETWEEN COUNTY OF SAN MATEO (COUNTY) AND COMPUCOM SYSTEMS, INC.

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

1. SCHEDULE OF CHARGES.

Listed below are professional/technical contract staff services that may be requested by the County of San Mateo. The rate listed is the maximum rate for the job classification and experience noted. Rates are applicable to all worked hours from 7:00 A.M. to 7:00 P.M., 7 days per week, unless otherwise noted and agreed to in a specific engagement’s Schedule A.

	Performance Level and Experience =>	SENIOR CONSULTANT 3 to 5 yrs. Experience	PRINCIPAL CONSULTANT More than 5 yrs. Experience
Job Description/Classification			
Analyst – Business		60.02	68.87
Analyst – Financial		54.03	63.02
Analyst – Technical		63.02	72.31
Analyst – Re-engineering		63.02	72.31
Analyst – Risk Assessment		63.02	72.31
Architecture Planning & Assessment – Business		63.02	72.31
Architecture Planning & Assessment – Information/Data		72.31	80.90
Architecture Planning & Assessment – Security		85.37	93.69
Architecture Planning & Assessment – Technical		72.31	80.90
Data Administration		68.87	77.05
Data Warehouse		77.05	85.37
Data Warehouse Reporting - Business Intelligence/Cross-function analytics		59.38	63.02
Database – MS Access		63.02	72.31
Database – DB2		72.31	80.90

Database – Oracle	85.37	93.69
Database – MS SQL	77.05	85.37
Database – Design/Architect	85.37	93.69
Desktop – Application (Design & Development)	54.03	63.02
Desktop – Operation System	36.05	41.84
Desktop – Security	54.03	63.02
Desktop – Support	36.65	48.73
Documentation Specialist	51.17	59.43
E-Business Specialist - Business Integration/Middleware	68.87	77.05
E-Commerce Specialist - Application Integration/Online transaction development	63.02	72.31
Facilitation	N/A	N/A
Mainframe/Mid-Range - Operating System	60.02	68.87
Mainframe/Mid-Range – Operations	54.03	63.02
Mainframe/Mid-Range – Security	54.03	72.31
Mainframe/Mid-Range – Support	51.17	59.43
Modeling – Business	72.31	80.90
Modeling – Data	72.31	80.90
Modeling – Event	59.38	72.31
Modeling – Location	59.38	72.31
Modeling – Process	59.38	72.31
Network (Data, Video, Voice) Applications (Design & Development)	68.87	77.05
Network (Data, Video, Voice) – LAN/WAN Internet Support	45.03	50.45
Network (Data, Video, Voice) – Network / Telecommunications	45.03	50.45
Network (Data, Video, Voice) – Operation System	45.03	50.45
Network (Data, Video, Voice) – Operations	45.03	50.45
Network (Data, Video, Voice) – Security	77.05	85.37
Network (Data, Video, Voice) – Support	45.03	50.45
Network (Data, Video, Voice) – Voice over IP/IP Telephony	72.31	80.90
Programmer/Developer - Java/JSP/Servlets/XSLT	85.37	93.69
Programmer/Developer - .NET/ASP/Visual Basic	85.37	93.69

Programmer/Developer - JCL/UNIX/C++	85.37	93.69
Project Management	77.05	85.37
Quality Assurance	50.45	54.81
Server – Application (Design & Development)	59.38	72.31
Server – Operating System	45.03	51.17
Server – Security	59.38	72.31
Server – Support	37.87	45.03
Technical Writer	45.03	51.17
Testing - System Tester/HP LoadRunner	50.45	54.81
Training – Courseware Development	N/A	N/A
Training – Course Design	N/A	N/A
Training – E-Learning Course Development	N/A	N/A
Training – Instructor – Led	N/A	N/A
Web Content Management – Metadata/Data Classification	51.17	59.38
E-Business Specialist – Business Integration, Middleware	59.48	72.31
E-Commerce Specialist	59.48	72.31
Web Site Security Consultant	80.90	89.64
Web Applications Specialist – Java/JSP/Servlets	80.90	89.64
Web Applications Specialist - .NET/ASP	59.48	72.31
Web Design & Development – HTML/XML/DHTML CSS Javascript	51.17	59.38
Web Designer & Developer - Graphics artist/GUI Design/XML/CSS/ DHTML/HTML/Javascript/STRUTS	77.05	85.37
Web Security & Accessibility - Security/ADA/Section 508 Compliance	77.05	85.37

Contractor will invoice on a bi-weekly basis to conform to the County's payroll cycle. The County will submit payment within thirty (30) days of receipt of invoice.

In no event shall the total payment for services under this Agreement exceed \$3,500,000.00. The County will have the right to withhold payment if the County determines that the quantity or quality of work performed is unacceptable.

The County agrees that the Information Services Department will not hire as County staff any CompuCom placed candidate within the first six months of an engagement.

Schedule A

Statement of Agreement for Individual Consultant Engagement

Client Name: _____ Resolution Number: _____

P.O. Number: _____ Cost Center #: _____

Master Contract Dated: _____ Dept / Division _____

Schedule Number: _____ Project name: _____

CONTRACTOR NAME: _____

REGULAR HOURLY RATE: _____

DATE ASSIGNED: _____

DURATION: _____

OTHER: _____

WORK DESCRIPTION:

.

FOR:

FOR: County of San Mateo

(Signature)

(Name)

(Title)

(Date)