

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
STRATEGIC STAFFING SOLUTIONS**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and  
STRATEGIC STAFFING SOLUTIONS, 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 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 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.

**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. 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.

**11. 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.

## **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 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.

**16. 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, 3<sup>rd</sup> 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

STRATEGIC STAFFING SOLUTIONS

\_\_\_\_\_  
Contractor's Signature

Date: \_\_\_\_\_

# EXHIBIT A - SERVICES

## AGREEMENT BETWEEN COUNTY OF SAN MATEO (COUNTY) AND STRATEGIC STAFFING SOLUTIONS (CONTRACTOR)

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

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### 1. SCOPE OF WORK

Strategic Staffing Solutions will provide quality staffing services and support for IT contingency staffing to the County of San Mateo's Information Services Department by employing a series of sourcing, recruiting, management, and retention best practices. Services will be delivered utilizing Contractor's highly specialized and unique recruitment, account management and retention model.

Upon receipt of new requisitions from the County during normal business hours, or, if outside of normal business hours, beginning with the next business day:

- 1) Account managers will contact the County hiring manager/contact within 90 minutes of receiving a request to qualify each requirement and immediately enter the position into Strategic Staffing Solutions' EZAccess database.
- 2) Upon acceptance of a comprehensive job description, a dedicated team of recruiters and internet sourcers will immediately be alerted and begin sourcing and searching the databases and screen, interview, reference check and qualify candidates. A minimum of 2 managerial references will be checked for each person presented.
- 3) Upon identifying resources and getting their approval to present their qualifications to the County, their resume will be submitted to the County. Up to 3 resumes per position will be presented within 2 business days.
- 4) If there is a challenge in finding someone within the first business day, the County hiring manager/contact will be notified to see if alternative skills are acceptable. If someone cannot be identified within 2 business days, the County hiring manager/contact will be notified and provided with the expected date on which they will receive a referral(s).
- 5) At the request of the hiring manager, Contractor will perform skills testing utilizing Prove IT or Brain Bench testing services within 2 business days of the request.
- 6) Contractor will follow up on submittals made to the County within 1 business day. Contractor will coordinate all interview activity between the candidate and manager.
- 7) Upon confirmation of the intent to interview a candidate, Contractor will initiate a criminal background check and drug testing. Criminal background and drug tests can take up to 5 days to process as long as no adverse information is found. If Contractor has already completed criminal background and drug tests within a 12-month period on candidates it presents to the County and results reported by the screening agencies "meets policy," Contractor will not need to initiate another background check, thereby decreasing the time to hire process.



- 8) Upon completion of the interview, Contractor will follow up with the manager within 1 business day.
- 9) Upon selection by the County of a candidate submitted by Contractor, 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 Contractor to process, track and account for the assignment.
- 10) Upon the contractor starting the assignment, Contractor will check in with the manager and the contractor within 2 hours of his/her starting time.
- 11) When issues arise, the account manager will notify Contractor's Service Delivery Manager within one hour of receipt and a discussion will take place between the Service Delivery Manager and the service team member involved. Should resolution not be attained within 2 business days, the issue will be escalated to the VP of Staffing Operations.
- 12) Contractor will track its performance monthly and provide monthly progress/performance metrics reports to the County by the 15<sup>th</sup> of each month for the previous month's activity.
- 13) Contractor will monitor the contractor's performance through monthly meetings, emails and calls with both the contractor and manager.
- 14) Contractor will ensure status reports are provided by its consultants monthly and project documentation is completed as required by the County.
- 15) Contractor will request performance reviews from the County managers during the 4<sup>th</sup> week and at the 6 month mark.
- 16) Contractor will pay its contractors on a weekly basis to ensure contractor satisfaction and retention.
- 17) Contractor will invoice the County on a biweekly basis.

Strategic Staffing Solutions will comply with all local, state, and federal requirements. Strategic Staffing Solutions practices strict adherence to federal (FLSA/DOL) and state overtime pay rules. Strategic Staffing Solutions will offer a 3 day guarantee on each person placed.

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 STRATEGIC STAFFING SOLUTIONS (CONTRACTOR)**

*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		60.50	71.25
Analyst – Financial		53.75	60.50
Analyst – Technical		60.50	70.03
Analyst – Re-engineering		67.25	76.75
Analyst – Risk Assessment		67.25	71.50
Architecture Planning & Assessment – Business		80.75	86.05
Architecture Planning & Assessment – Information/Data		80.75	86.05
Architecture Planning & Assessment – Security		84.00	89.95
Architecture Planning & Assessment – Technical		80.65	85.95
Data Administration		74.05	83.03
Data Warehouse		74.05	85.20
Data Warehouse Reporting - Business Intelligence/Cross-function analytics		74.05	85.20
Database – MS Access		67.25	71.20
Database – DB2		72.15	77.75
Database – Oracle		80.50	86.00
Database – MS SQL		74.05	77.75

Database – Design/Architect	86.10	93.05
Desktop – Application (Design & Development)	60.50	71.20
Desktop – Operation System	33.50	40.25
Desktop – Security	59.75	68.20
Desktop – Support	33.25	40.25
Documentation Specialist	53.15	60.25
E-Business Specialist - Business Integration/Middleware	71.25	77.65
E-Commerce Specialist - Application Integration/Online transaction development	71.25	77.65
Facilitation	55.05	65.05
Mainframe/Mid-Range - Operating System	60.30	70.20
Mainframe/Mid-Range – Operations	60.30	70.20
Mainframe/Mid-Range – Security	67.25	77.50
Mainframe/Mid-Range – Support	59.75	63.05
Modeling – Business	74.05	77.75
Modeling – Data	74.05	77.75
Modeling – Event	67.08	71.02
Modeling – Location	67.00	71.02
Modeling – Process	74.05	77.75
Network (Data, Video, Voice) Applications (Design & Development)	73.05	79.06
Network (Data, Video, Voice) – LAN/WAN Internet Support	47.05	53.00
Network (Data, Video, Voice) – Network / Telecommunications	47.05	53.05
Network (Data, Video, Voice) – Operation System	47.10	53.05
Network (Data, Video, Voice) – Operations	47.10	53.05
Network (Data, Video, Voice) – Security	72.15	80.10
Network (Data, Video, Voice) – Support	47.05	53.05
Network (Data, Video, Voice) – Voice over IP/IP Telephony	74.05	85.45
Programmer/Developer - Java/JSP/Servlets/XSLT	72.15	85.80
Programmer/Developer - .NET/ASP/Visual Basic	72.15	85.90
Programmer/Developer - JCL/UNIX/C++	67.25	82.25
Project Management	68.25	78.35
Quality Assurance	56.10	63.05
Server – Application (Design & Development)	67.25	71.25
Server – Operating System	60.50	63.90

Server – Security	62.10	70.45
Server – Support	51.00	55.10
Technical Writer	55.00	60.85
Testing - System Tester/HP LoadRunner	53.50	58.50
Training – Courseware Development	52.10	58.25
Training – Course Design	52.10	58.25
Training – E-Learning Course Development	55.35	59.95
Training – Instructor – Led	58.25	63.05
Web Content Management – Metadata/Data Classification	59.45	69.45
E-Business Specialist – Business Integration, Middleware	69.86	78.05
E-Commerce Specialist	64.40	77.95
Web Site Security Consultant	73.25	86.20
Web Applications Specialist – Java/JSP/Servlets	74.02	87.10
Web Applications Specialist - .NET/ASP	74.02	87.10
Web Design & Development – HTML/XML/DHTML CSS Javascript	59.40	62.95
Web Designer & Developer - Graphics artist/GUI Design/XML/CSS/ DHTML/HTML/Javascript/STRUTS	59.40	67.25
Web Security & Accessibility - Security/ADA/Section 508 Compliance	72.35	85.20

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 Strategic Staffing Solutions 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)