



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Information Services Department



DATE: July 8, 2011
BOARD MEETING DATE: July 26, 2011
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: Countywide Payroll Steering Committee

SUBJECT: Memorandum of Understanding with Alameda County Information Technology Department, and Agreements with Roberta Yusba, Peggy Jones and Christine Doniger

RECOMMENDATION:

Adopt a Resolution:

- A. Waiving the Request for Proposals process for the Memorandum of Understanding with Alameda County, and the Agreements with Roberta Yusba, Peggy Jones and Christine Doniger; and
- B. Authorizing the President of the Board to execute:
 - 1. A Memorandum of Understanding (MOU) with Alameda County to host the County of San Mateo's Personnel Information and Payroll System (PIPS) for the term July 26, 2011 through July 25, 2014, with options to extend for an additional two-year period for a total fiscal obligation to Alameda County not to exceed \$793,800; and
 - 2. An Agreement with Roberta Yusba for the provision of client-side PIPS support during the PIPS migration, for the term of August 1, 2011 to July 31, 2012, for a total fiscal obligation not to exceed \$75,040; and
 - 3. An Agreement with Peggy Jones, for the provision of client-side PIPS support during the PIPS migration, for the term of August 1, 2011 to July 31, 2012, for a total fiscal obligation not to exceed \$154,349; and
 - 4. An Agreement with Christine Doniger, for the provision of client-side PIPS support during the PIPS migration, for the term of July 26, 2011 to July 31, 2012, for a total fiscal obligation not to exceed \$126,560; and
- C. Authorizing the Chief Information Officer or his designee to execute Amendments to the MOU and the Agreements with Roberta Yusba, Peggy Jones and Christine Doniger which modify the County's maximum fiscal obligation by no more than \$25,000 to each Agreement and/or modify contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

BACKGROUND:

When the County retired our mainframe computer in Fiscal Year 2007, most mainframe-based applications were converted to non-mainframe languages. One notable exception is the County's payroll system. The County decided at that time to continue to use our current payroll system, Personnel Information and Payroll System (PIPS), until the County was ready to implement an integrated Payroll and Human Resource Information System. This

required the County to find a hosting location for PIPS. In September 2007, the Board adopted Resolution #068979, approving an Agreement with Integral Inc., to host PIPS on their mainframe, this Agreement was last amended through Board approval of Resolution #071195 extending the term until end of the calendar year 2011. Integral Inc. was acquired and is now operating as PeopleStrategy, Inc. The County currently pays \$22,500 per month for hosting services. The cost of our current hosting solution is expected to increase by as much as 50% over the next three years. The current schedule for PIPS replacement is Fiscal Year 2013-14.

Support for PIPS continues to be provided by County staff and contractors. Ms. Yusba, Ms. Jones and Ms. Doniger are contractors who provide part-time, as needed assistance to County staff. We currently utilize an average of 2,000 hours of contractor time for client-side PIPS support. Training of additional County staff in PIPS support is not recommended since the County will soon begin the process of replacing PIPS with an integrated Payroll and Human Resource Information System.

DISCUSSION:

Alameda County has the infrastructure, staff and long-term commitment to mainframe computing to provide a viable hosting solution for PIPS. Hosting PIPS with Alameda County will reduce our current hosting costs by 50% while the MOU will cap annual increases at 10% over the term of the MOU. The proposed term is five years. The recommended MOU is attached as Exhibit A.

As a result of this MOU with Alameda County, post migration, our use of contractual staff will be reduced by 25%, to 1500 hours, because some routine PIPS support will be provided by Alameda County staff as part of the MOU. The three contractors provide payroll system support from three distinct areas of expertise; Ms. Yusba provides application-layer support, Ms. Jones provides client-side support and Ms. Doniger provides middleware support. Each contractor works part time.

Our current payroll system is very complex and highly customized for our County. These three contractors have established a deep understanding of our payroll system over a period of many years. If we were to onboard different contractual labor to provide payroll system support, the training time would be one to two years. Since we plan to replace the current payroll system in three to four years we recommend waiving the RFP process.

The Contractors have assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits. Risk Management has reviewed and approved Contractors insurance and County Counsel has reviewed and approved the Resolution, MOU and Agreements as to form.

This MOU and associated contracts support the Shared Vision 2025 Collaborative Community goal by reducing the Countywide expense of hosting our payroll system.

Performance Measures:

Measure	FY 2010-11 Actual	FY 2011-12 Projected
PIPS hosting cost	\$270,000	\$126,000

FISCAL IMPACT:

The term of the MOU is July 26, 2011, to July 25, 2014, with the option to extend for an additional two-year period. The total hosting fiscal obligation is not to exceed \$793,800. The total cost of the migration project is \$380,620 and includes County contract staff time, new hardware and Alameda County costs. The term of the Agreement with Roberta Yusba is August 1, 2011, to July 31, 2012 with a total fiscal obligation of not to exceed \$75,040. The term of the Agreement with Peggy Jones is August 1, 2011, to July 31, 2012 with a total fiscal obligation of not to exceed \$154,349. The term of the Agreement with Christine Doniger is July 26, 2011, to July 31, 2012 with a total fiscal obligation of not to exceed \$126,560. Funds for hosting are included in both the Controller's Office and ISD's FY 2011-12 Recommended Budgets and will be included in future years budgets. Funds for the migration project are held in ISD's Human Resources Information System (HRIS) Reserve, and a request will be made to move the funds to the appropriate accounts during the September Revision process.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

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RESOLUTION A) WAIVING THE REQUEST FOR PROPOSALS PROCESS FOR THE MEMORANDUM OF UNDERSTANDING WITH ALAMEDA COUNTY, AND THE AGREEMENTS WITH ROBERTA YUSBA, PEGGY JONES AND CHRISTINE DONIGER; AND B) AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE: 1) A MEMORANDUM OF UNDERSTANDING (MOU) WITH ALAMEDA COUNTY TO HOST THE COUNTY OF SAN MATEO'S PERSONNEL INFORMATION AND PAYROLL SYSTEM (PIPS) FOR THE TERM JULY 26, 2011 THROUGH JULY 25, 2014, WITH THE OPTION TO EXTEND FOR AN ADDITIONAL TWO-YEAR PERIOD FOR A TOTAL FISCAL OBLIGATION TO ALAMEDA COUNTY NOT TO EXCEED \$793,800; AND 2) AN AGREEMENT WITH ROBERTA YUSBA FOR THE PROVISION OF CLIENT-SIDE PIPS SUPPORT DURING THE PIPS MIGRATION, FOR THE TERM OF AUGUST 1, 2011 TO JULY 31, 2012, FOR A TOTAL FISCAL OBLIGATION NOT TO EXCEED \$75,040; AND 3) AN AGREEMENT WITH PEGGY JONES, FOR THE PROVISION OF CLIENT-SIDE PIPS SUPPORT DURING THE PIPS MIGRATION, FOR THE TERM OF AUGUST 1, 2011 TO JULY 31, 2012, FOR A TOTAL FISCAL OBLIGATION NOT TO EXCEED \$154,349; AND 4) AN AGREEMENT WITH CHRISTINE DONIGER, FOR THE PROVISION OF CLIENT-SIDE PIPS SUPPORT DURING THE PIPS MIGRATION, FOR THE TERM OF JULY 26, 2011 TO JULY 31, 2012, FOR A TOTAL FISCAL OBLIGATION NOT TO EXCEED \$126,560; AND C) AUTHORIZING THE CHIEF INFORMATION OFFICER OR HIS DESIGNEE TO EXECUTE AMENDMENTS TO THE MOU AND THE AGREEMENTS WITH ROBERTA YUSBA, PEGGY JONES AND CHRISTINE DONIGER WHICH MODIFY THE COUNTY'S MAXIMUM FISCAL OBLIGATION BY NO MORE THAN \$25,000 TO EACH AGREEMENT AND/OR MODIFY CONTRACT TERM AND/OR SERVICES SO LONG AS THE MODIFIED TERM OR SERVICES IS/ARE WITHIN THE CURRENT OR REVISED FISCAL PROVISIONS

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, the County's Personnel Information Payroll System (PIPS) is being hosted by PeopleStrategy, Inc., formerly Integral, Inc. The hosting contract will expire in December 2011. It is expected that the cost of the County's current hosting solution will increase by as much as 50 percent over the next three years; and

WHEREAS, Alameda County has the infrastructure, staff and long-term

commitment to mainframe computing to provide a viable hosting solution for PIPS; and

WHEREAS, the cost to have Alameda County host PIPS for the County of San Mateo will reduce the County of San Mateo's current hosting costs by 50 percent; and

WHEREAS, this Board has been requested to waive the Request for Proposals (RFP) process for the Agreements with Roberta Yusba, Peggy Jones and Christine Doniger, and hereby does so; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and approval a Memorandum of Understanding (MOU) whereby Alameda County will host the County of San Mateo's Personnel Information and Payroll System (PIPS) for the term of July 26, 2011 through July 25, 2014, with options to extend for an additional 2-year period for a total fiscal obligation to Alameda County not to exceed \$793,800; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and approval an Agreement with Roberta Yusba for the provision of client-side PIPS support during the PIPS migration, for the term of August 1, 2011 through July 31, 2012, for a total fiscal obligation not to exceed \$75,040; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and approval an Agreement with Peggy Jones for the provision of client-side PIPS support, for the term of August 1, 2011 through July 31, 2012, for a total fiscal obligation not to exceed \$154,349; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and approval an Agreement with Christine Doniger for the provision of client-side PIPS support during the PIPS migration, for the term of July 26, 2011 through July 31, 2012, for a total fiscal obligation not to exceed \$ 126,560; and

WHEREAS, this Board has been requested to grant signature authority to the Chief Information Officer to execute contract amendments to said MOU and said Agreements which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate) and/or modify the term or services long as the modified term or services is/are within the current or revised fiscal provisions; and

WHEREAS, this Board has been presented with a Memorandum of Understanding (MOU) and Agreements with Roberta Yusba, Peggy Jones and Christine Doniger, has examined and approved same as to both form and content, and desires to enter into same.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of the Board of Supervisors be and is hereby authorized to execute said Memorandum of Understanding (MOU) and Agreements with Roberta Yusba, Peggy Jones and Christine Doniger for and on behalf of the County of San Mateo, and the Clerk of the Board shall attest the signature there to.

BE IT FURTHER RESOLVED that signature authority is granted to the Chief Information Officer to execute contract amendments to said MOU and said Agreements which modify the County's maximum fiscal obligation by no more than \$25,000 (in

aggregate) and/or modify the term or services as long as the modified term or services is/are within the current or revised fiscal provisions.

* * * * *

Memorandum of Understanding (MOU)

This MOU is made and entered into on the _____ day of July, 2011, between the County of Alameda Information Technology Department (“Alameda ITD”) and the County of San Mateo (“County”) (collectively “the Parties”).

WHEREAS the County’s HR and Payroll System known as Personnel Information Payroll System (PIPS) application is currently maintained and hosted by People Strategy. (“People Strategy”);

WHEREAS People Strategy gave notice that it would no longer host and maintain PIPS for the County;

WHEREAS Alameda ITD has the necessary infrastructure, computer hardware, third-party software maintenance support, computer operations support, database administration support, and connectivity to production and Disaster Recovery site to host PIPS, including web servers, mainframe, storage, networking and other hardware and software to host PIPS;

WHEREAS County desires Alameda ITD to host PIPS, a system (a) written in COBOL using the CICS command language for on-line processing, (b) where access to CICS is also provided via a java/web interface proffered by the IPServer for CICS/ESA which is a HTTP 1.0 compliant Web server, developed by Data 21, that runs natively in CICS/ESA; and (c) where batch processing is performed with COBOL and ASAP tools; and

WHEREAS Alameda ITD will (1) segregate PIPS from other applications hosted by Alameda and (2) permit the County to maintain PIPS and use the common software and the County’s custom software needed to maintain and update PIPS;

Now, therefore, the Parties do mutually agree as follows:

A. DESCRIPTION OF SERVICES: Provide infrastructure, computer hardware, third-party software maintenance support, computer operations support, database administration support, and connectivity to production and Disaster Recovery site to host PIPS.

B. PURPOSE OF MOU: To provide the necessary environment and infrastructure to host PIPS.

C. COUNTY’S OBLIGATIONS: In exchange for the consideration set forth herein, County agrees to share certain obligations set forth in Attachment A hereto and to pay Alameda as described below under paragraph “E.”

D. ALAMEDA ITD’S OBLIGATIONS: In exchange for the consideration set forth herein, Alameda ITD agrees to provide the infrastructure, environment and services as provided for in **Attachment A** hereto.

E. PAYMENT TERMS: In accordance with all terms, conditions and specifications set forth herein, County shall make payments to Alameda ITD based on the rates and in the manner specified in **Attachment B** hereto. In no event shall the County's total fiscal obligation under this MOU exceed \$859,300.

F. PERIOD OF MOU: The term of this MOU shall be three years commencing on July 26, 2011 through July 25, 2014. County and Alameda agree that County may elect to extend this MOU to June 30, 2016 if it so notifies Alameda in writing on or before March 31, 2014 of the County's intent to extend the MOU an additional two years.

G. GENERAL TERMS AND CONDITIONS:

1. INDEMNIFICATION:

a. It is agreed that County shall defend, save harmless and indemnify Alameda ITD and its employees, officers, and agents from any and all claims which arise out of the terms and conditions of this MOU and which result from the negligent or willful acts or omissions of County and its employees, officers, and agents.

b. It is agreed that Alameda ITD shall defend, save harmless and indemnify County and its employees, officers, and agents from any and all claims which arise out of the terms and conditions of this MOU and which result from the negligent or willful acts or omissions of Alameda ITD and its employees, officers, and agents.

c. In the event of concurrent negligence of County or its employees, officers, and agents on the one hand, and Alameda ITD or its employees, officers, and agents on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this MOU shall be apportioned according to the California theory of comparative negligence.

2. INSURANCE: Each party will maintain general liability insurance and workers compensation coverage in such an amount as may be reasonably necessary to assure compliance with the Indemnification provision, herein above. The other party shall be named as additional insured on an endorsement with respect to the liability coverage. The requirement of this provision may be fulfilled by each party with evidence that the required insurance coverage is in place through an entity authorized to provide said insurance; however, any waiver shall not affect a party's liability to the other party under the Indemnification provision. Each party agrees to provide the other party copies of said policies, certificates, or endorsements upon execution of this agreement.

3. EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION: Each party shall comply with E.O. 11246 Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. During the performance of this Agreement, neither party shall discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religion,

sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation. Each party shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

4. LICENSE AND AUTHORITY: Each party affirms that it is duly authorized to enter into this agreement by its governing or controlling body.

5. EQUIPMENT AND FACILITIES: Alameda ITD will provide all necessary equipment and facilities to render services pursuant to this agreement, unless otherwise agreed to by the parties.

6. ASSIGNMENT: This Agreement is not assignable by either party, either in whole or in part, without the consent of the other party in the form of a formal written amendment.

7. SUCCESSORS AND ASSIGNS: This agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

8. GOVERNING LAW: The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of California.

9. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

10. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

11. HEADINGS: All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.

12. TERMINATION: Either party may terminate this Agreement upon two (2) years advance written notice and be relieved of the payment of any future consideration should the other party fail to perform under this agreement.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Alameda ITD under this MOU shall become the property of the County and shall be promptly delivered to the County. Upon termination of the MOU, Alameda ITD shall promptly provide to the County copies and originals of any County software or County Data (as defined below) on media designated by the County, in the format it resides in Alameda's computer system.

13. **AMBIGUITY:** The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

14. **EXPENSES:** Each party shall be responsible for all costs and expenses incident to the performance of services under this agreement, except as provided by this agreement, including but not limited to: all costs of equipment; all fees, fines, licenses, bonds or taxes required of or imposed; and all other costs of doing business.

15. **DISPUTES:** The parties shall continue with the responsibilities under this MOU during any dispute.

16. **TIMELINESS:** Time is of the essence in this MOU.

17. **RELATIONSHIP OF THE PARTIES:** Alameda ITD agrees and understands that the work/services performed under this MOU are performed as an independent Alameda ITD and not as an employee of the County and that Alameda ITD acquires none of the rights, privileges, powers, or advantages of County employees.

18. **"COUNTY DATA"** shall include means all data and information of any kind or nature submitted to Alameda ITD by County, or received by Alameda on behalf of County, in connection with the Services.

H. Confidentiality and Security:

County Confidential Information

All information provided by the County, or otherwise learned by Alameda ITD as a result of providing the Services, shall be considered "County Confidential Information," including but not limited to, any and all County employee, financial, and customer information; product production, capacity and delivery information; cost and pricing data; and like information which is highly confidential and valuable to County operations. Special use by County of information in the public domain shall also be considered County Confidential Information. County shall remain the sole and exclusive owner of all County Data and other County Confidential Information hosted on Alameda ITD's mainframe and servers, regardless of whether such data is maintained on magnetic tape, magnetic disk, or any other storage or processing device.

A. All such County Data and other Confidential Information shall, however, be subject to regulation and examination by the appropriate auditors and regulatory agencies to the same extent as if such information were on County premises. Upon County request, Alameda ITD shall promptly provide to the County copies of any and all County Data on media designated by the County, in the format on which it resides on the Alameda ITD's computer system.

B. Alameda ITD agrees: (1) to hold County Confidential Information in strictest confidence, disclosing it only to those employees and contract workers of Alameda ITD, "Alameda personnel" and suppliers who have a need to know and only as it relates to the

performance of the Services; (2) not to make use of County Confidential Information other than to perform obligations hereunder; (3) not to reproduce County Confidential Information in any media; and (4) not to disclose, cause to be disclosed, or otherwise release County proprietary information to any party. Alameda ITD agrees to protect County Confidential Information with at least the same degree of care used to protect its own proprietary information, but in no event with less than commercially reasonable care in accordance with industry standards.

Alameda ITD Confidential Information

A. County acknowledges that during the term of this Agreement, certain information considered by Alameda ITD to be confidential or proprietary information may be disclosed by Alameda ITD to County or accessed by County from the Alameda System "Alameda Confidential Information ." Alameda Confidential Information of a tangible nature may, but is not required to be, labeled as such.

B. County agrees: (1) to hold Alameda Confidential Information in strictest confidence, disclosing it only to those employees or agents of County who have a need to know; (2) not to make use of Alameda Confidential Information other than to use Alameda Services or perform obligations hereunder; (3) not to reproduce Alameda Confidential Information in any media; and (4) not to disclose, cause to be disclosed, or otherwise release Alameda Confidential Information to any party, unless disclosure of Alameda Information is required by law. County agrees to protect Alameda Confidential Information with at least the same degree of care used to protect Alameda Confidential Information with at least the same degree of care used to protect its own proprietary information, but in no event with less than reasonable care in accordance with industry standards.

I. Communications: Communications between the parties to this Agreement may be sent to the following addresses:

In the case of the County to:

Chris Flatmoe, CIO/Director Information Services Department
455 County Center, 3rd Floor
Redwood City, CA 94063
Fax Number: 650-363-7800

In case of Alameda ITD to:

Stephen Sheldon
Technical Services Manager, ITD
510.272.3742
steve.sheldon@acgov.org

K. UNDERSTANDING AND ACCEPTANCE OF THE PARTIES: This MOU constitutes the entire understanding of the parties. The signatures below signify both an understanding and acceptance of the MOU provisions.

COUNTY OF ALAMEDA, a political subdivision of the State of California

By: _____
Nate Miley, President, Board of Supervisors

Date: _____

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

DUNS # (Required for amounts of \$25,000 or more)

625139170

**EXHIBIT A: ALAMEDA ITD'S OBLIGATIONS AND COUNTY-ALAMEDA ITD
SHARED OBLIGATIONS**

ALAMEDA OBLIGATIONS FOR APPLICATION HOSTING, SUPPORT AND MAINTENANCE: Alameda ITD will provide the environment required in order to host the Payroll Information Payroll System (PIPS). The computing environment will include the necessary network, mainframe, mainframe operating system, and mainframe tools to host and maintain PIPS.

Alameda ITD agrees to provide the following application hosting support resources:

- LPAR access dedicated to PIPS environment
 - COBOL
 - CICS
 - Reserved 4 MSU z/OS resources on Alameda County Mainframe
 - Scheduler Product (currently Zeke)
 - Sort Product (currently Sync Sort)
 - DASD management (currently FDR/ABR)
 - TSO
- VPN access to San Mateo to allow Programmer, FTP, and User HTTP access to PIPS applications
- Technical Resources and Staff – available 24/7
 - Operations Staff
 - Tech Services System Programmer Staff

Alameda ITD further agrees to:

- Work closely with SMC-ISD to isolate performance related issues. Alameda ITD will resolve issues related to infrastructure LPAR, OS, and CICS. County's Programming staff will be responsible for working with People Strategy to resolve performance or functionality issues related to the application and data.
- Perform maintenance on these systems according to agreed upon change management procedures. Such maintenance is usually performed during the Alameda County maintenance window on Sundays between the hours of 7am - 9am.
- Perform Volume Backups of all System & Application data.

- Provide methodology for backing up VSAM, Application Data, and datasets.
- Provide four CICS Regions for “Test”, “QA”, “Training”, and Production.
- Provide 24x7 monitoring for performance and production abend notification.
- Provide PPRC backup of San Mateo Production System, application, and data to Alameda’s ITD’s disaster site.
- Manage RACF security access for County personnel, through a procedure where a single person or persons from County authorize those changes.

SMC-ISD OBLIGATIONS: County will be responsible for and provide the following:

- Resolving performance or functionality issues related to the application or data with the assistance of ITD.
- Interfacing to People Strategy when necessary.
- Verifying that testing has been successful and that the system is ready for production deployment.
- Working closely with ITD to isolate performance related issues.
- Performing Application & JCL changes to keep up to date with new releases of CICS, Z/OS, and COBOL.
- Providing licensing for Data 21. San Mateo must ensure compatibility with current releases of IBM software.
- Providing licensing for Change Management system and performing change management requests initiated by San Mateo.
- Converting JCL & PIPS applications to use tools & utilities that Alameda County ITD owns such as Zeke Scheduler, Sync Sort, FDR/ABR or purchase licenses for use only by San Mateo County.
- Using Alameda County supplied backup environment for file recovery or file restores.
- Managing, maintaining and tracking data, and logs used within the PIPS CICS and batch systems. Be responsible for planning and instructions on the implementation of growth changes, recovery of data, and resolution of data problems. Alameda County ITD will implement those instructions in production.
- Creating a Security Procedure to be used by Alameda County ITD to manage RACF changes.

SUPPORT ROLES AND RESPONSIBILITIES: Below is a summary of the roles and responsibilities of Alameda ITD and County to clarify support parameters and indicate where third party or agency involvement is required:

Description	Responsible Party
Network Support Mainframe to VPN Tunnel	ITD
Maintenance and monitoring of hardware	ITD
Upgrade & Patching of IBM Software	ITD
Upgrade & Patching of Scheduling Software	ITD
Upgrade & Patching of Sort Software	ITD
Volume Backup of System & Application Packs	ITD
Recovery of System Software	ITD
Performance Monitoring of CICS & Z/OS	ITD
Notification of production abends	ITD
Enforce physical security & data center access	ITD
Initiate Shutdown and IPL of System	ITD
Upgrade & Patch third party software, Data 21	ITD
Upgrade & Patch third party change management sftw	ITD
Manage RACF Security for San Mateo	ITD
Implement instructions for Prod growth of data & storage	ITD
Recovery of Application Data	Shared
Network VPN Tunnel to Programmers & Users	San Mateo
Modify JCL to conform to Alameda County utilities	San Mateo
Application performance & problem resolution	San Mateo
Manage growth of application data & storage in test	San Mateo
Provide instructions for Prod growth of data & storage	San Mateo
Network VPN Tunnel to Programmers & Users	San Mateo
Convert to Zeke Scheduling	San Mateo
Manage Job Scheduling	San Mateo

EXHIBIT B: COUNTY’S PAYMENT TERMS

The following is a breakdown of the costs associated with the installation, on-going maintenance and support for Alameda ITD’s hosting of PIPS. These On-going charges will be billed to the County on a monthly basis, with the exception of one-time charges. The On-going Charges may increase up to 10% a year to cover any changes in vendor software/hardware costs. The Parties agree to amend this schedule accordingly. Alameda ITD reserves the right to renegotiate if the performed work under this Agreement is beyond the reasonable scope. After a 36 month commitment, the Agreement will be reviewed by both Alameda ITD and County to determine if more time is needed for PIPS hosting and if any adjustments need to be made.

PIPS Hosting Install/Migration	One Time Charge
Tape Drive purchase & install	\$12,000
DASD purchase & install	\$7,500
Infrastructure Build & Assist Application Install & Migration	\$35,000
DFDSS (IBM Software for migration)	\$11,000
Anticipated Total One Time Charges	\$65,500

PIPS Hosting Service	Per month Charge	Annual Charge
Appliance Server Hosting	\$7,500	\$90,000
IBM CICS, Cobol, z/OS (4 MSU’s), Hosting	\$3,000	\$36,000
Total Charges	\$10,500	\$126,000

To proceed with this proposal, SMC-ISD will need to approve a funds transfer to cover the support services, as described above. Alameda ITD’s Administrative Services Officer, Laura Melendrez (272.3605), will provide specific details and assistance.

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
ROBERTA YUSBA**

THIS AGREEMENT, entered into this _____ day of _____ ,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called
"County," and ROBERTA YUSBA 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 professional services related to Personnel Information and Payroll System (PIPS) migration.

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

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 SEVENTY-FIVE THOUSAND FORTY DOLLARS \$75,040.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from August 1, 2011 through July 31, 2012.

This Agreement may be terminated by Contractor, the Chief Information Officer of San Mateo County 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.

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:

San Mateo County
Information Services Department
Chris Flatmoe, CIO/Director
455 County Center, Third Floor
Redwood City, CA 94063

In the case of Contractor, to:

Roberta Yusba
39 Gaviota Way
San Francisco, CA 94127

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: _____
Carole Groom, President,
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

ROBERTA YUSBA

Contractor's Signature

Date: _____

EXHIBIT A - SERVICES
AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND ROBERTA YUSBA

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

SCOPE OF WORK.

Contractor will perform/provide the following:

Phase I

- Participate in building high level project plan
- Work to match technical requirements to project specifications
- Define, and review applications software, where different than current production
- Define how batch jobs will be scheduled and run

Phase II

- Prepare Infrastructures
- Migrate and populate PIPS data into the appropriate test, production, QA environments
- Conduct initial operating test
- Implement Zeke scheduler
- Convert data so the Zeke Scheduler can be used
- Establish and test interfaces
- Coordinate with Alameda Tech Staff
- Modify scheduler as needed
- Document system
- Establish and populate Run Spec libraries
- Implement a test backup and recovery
- Conduct operations tests
- Verify and validate new system outputs
- Correct validation errors
- Rerun Verification and validation of system outputs as needed
- Conduct parallel test with HR and Payroll
- Troubleshoot production problems
- Work to set up report scheduling and distribution
- Help define project acceptance criteria
- Advise PM on technical issues
- Serve on project team
- Define and review technical Statement of work for project
- Conduction QA activities
- Other tasks as assigned

The methods and techniques used to provide services to the County are within the Contractor's discretion, but subject to County Information Services Department's technology policies, guidelines, and requirements. The amount of time, specific hours, and location of the performance of Contractor's services is also left to the Contractor's discretion provided that Contractor coordinates with County departments as needed

EXHIBIT B – PAYMENTS AND RATES
AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND ROBERTA YUSBA

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

PROFESSIONAL SERVICES
NOT TO EXCEED **\$75,040**

County will pay Contractor at the rate of \$70 per hour.

The County will submit payment within thirty (30) days of receipt of bi-weekly invoice.

Each invoice will include the following:

- Agreement Number
- Purchase Order Number
- Detailed actual services performed, amount billed for the current month, and the amount billed in total
- The net amount for which payment is due

In no event shall the total payment for services under this Agreement exceed \$75,040. The County will have the right to withhold payment if the County determines that the quantity or quality of work performed is unacceptable.

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

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
PEGGY JONES**

THIS AGREEMENT, entered into this ____ day of _____ ,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called
"County," and PEGGY JONES 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 professional services related to Personnel Information and Payroll System (PIPS) migration.

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

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 FIFTY-FOUR THOUSAND THREE HUNDRED FORTY-NINE DOLLAR, \$154,349.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from August 1, 2011 through July 31, 2012.

This Agreement may be terminated by Contractor, the Chief Information Officer of San Mateo County 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.

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:

San Mateo County
Information Services Department
Chris Flatmoe, CIO/Director
455 County Center, Third Floor
Redwood City, CA 94063

In the case of Contractor, to:

Peggy Jones
19855 Hopewell Drive
Prundale, CA 93907

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: _____
Carole Groom, President,
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

PEGGY JONES

Contractor's Signature

Date: _____

EXHIBIT A - SERVICES
AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND PEGGY JONES

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

SCOPE OF WORK.

Contractor will perform/provide the following:

Phase I

- Participate in building high level project plan
- Work to match technical requirements to project specifications
- Define, and review applications software, where different than current production
- Define how batch jobs will be scheduled and run

Phase II

- Prepare Infrastructures
- Migrate and populate PIPS data into the appropriate test, production, QA environments
- Conduct initial operating test
- Implement Zeke scheduler
- Convert data so the Zeke Scheduler can be used
- Establish and test interfaces
- Coordinate with Alameda Tech Staff
- Modify scheduler as needed
- Document system
- Establish and populate Run Spec libraries
- Implement a test backup and recovery
- Conduct operations tests
- Verify and validate new system outputs
- Correct validation errors
- Rerun Verification and validation of system outputs as needed
- Conduct parallel test with HR and Payroll
- Troubleshoot production problems
- Work to set up report scheduling and distribution
- Help define project acceptance criteria
- Advise PM on technical issues
- Serve on project team
- Define and review technical Statement of work for project
- Conduction QA activities
- Other tasks as assigned

Phase III

- Provide on-going support for the PIPS Application – client side
- Assist County Engineers in making requested and required modifications to PIPS program code and configurations

The methods and techniques used to provide services to the County are within the Contractor's discretion, but subject to County Information Services Department's technology policies, guidelines, and requirements. The amount of time, specific hours, and location of the performance of Contractor's services is also left to the Contractor's discretion provided that Contractor coordinates with County departments as needed.

EXHIBIT B – PAYMENTS AND RATES
AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND PEGGY JONES

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

PROFESSIONAL SERVICES
NOT TO EXCEED **\$154,349**

County will pay Contractor at the rate of \$85.37 per hour.

The County will submit payment within thirty (30) days of receipt of invoice.

Each invoice will include the following:

- Agreement Number
- Purchase Order Number
- Detailed actual services performed, amount billed for the current month, and the amount billed in total
- The net amount for which payment is due

In no event shall the total payment for services under this Agreement exceed \$154,349. The County will have the right to withhold payment if the County determines that the quantity or quality of work performed is unacceptable.

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

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
CHRISTINE DONIGER**

THIS AGREEMENT, entered into this ____ day of _____ ,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called
"County," and CHRISTINE DONIGER 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 professional services related to Personnel Information and Payroll System (PIPS) migration.

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

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 TWENTY-SIX THOUSAND FIVE HUNDRED SIXTY DOLLARS, \$126,560.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 26, 2011 through July 31, 2012.

This Agreement may be terminated by Contractor, the Chief Information Officer of San Mateo County 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.

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:

San Mateo County
Information Services Department
Chris Flatmoe, CIO/Director
455 County Center, Third Floor
Redwood City, CA 94063

In the case of Contractor, to:

Christine Doniger
118 Pope Street
Menlo Park, CA 94025

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: _____
Carole Groom, President,
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

CHRISTINE DONIGER

Contractor's Signature

Date: _____

EXHIBIT A - SERVICES

AGREEMENT BETWEEN COUNTY OF SAN MATEO AND CHRISTINE DONIGER

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

SCOPE OF WORK.

Contractor will perform/provide the following:

Phase I

- Participate in building high level project plan
- Work to match technical requirements to project specifications
- Define, and review applications software, where different than current production
- Define how batch jobs will be scheduled and run

Phase II

- Assist in preparing required Infrastructures
- Migrate and populate PIPS data into the appropriate test, production, QA environments
- Conduct initial operating test
- Implement Zeke scheduler
- Convert data so the Zeke Scheduler can be used
- Establish and test interfaces
- Coordinate with Alameda Tech Staff
- Modify scheduler as needed
- Document system
- Establish and populate Run Spec libraries
- Implement a test backup and recovery
- Conduct operations tests
- Verify and validate new system outputs
- Correct validation errors
- Rerun Verification and validation of system outputs as needed
- Conduct parallel test with HR and Payroll
- Troubleshoot production problems
- Work to set up report scheduling and distribution
- Help define project acceptance criteria
- Advise PM on technical issues
- Serve on project team
- Define and review technical Statement of work for project
- Conduction QA activities
- Other tasks as assigned

Phase III

- Provide on-going support for the PIPS Application – client side
- Assist County Engineers in making requested and required modifications to PIPS program code and configurations

The methods and techniques used to provide services to the County are within the Contractor's discretion, but subject to County Information Services Department's technology policies, guidelines, and requirements. The amount of time, specific hours, and location of the performance of Contractor's services is also left to the Contractor's discretion provided that Contractor coordinates with County departments as needed

