



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Information Services Department



DATE: October 31, 2011
BOARD MEETING DATE: November 15, 2011
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: Chris Flatmoe, CIO/Director of Information Services

SUBJECT: Agreements with 314e Corporation and AgreeYa Solutions for contingency staffing services

RECOMMENDATION:

Adopt a Resolution:

- A. Authorizing the President of the Board to execute Agreements, for contingency staffing services, with 314e Corporation, for the term December 9, 2011 to December 8, 2014, in a not to exceed amount of \$1,500,000; and AgreeYa Solutions, for the term December 9, 2011 to December 8, 2014, in a not to exceed amount of \$1,500,000, where the total cumulative obligation for both Agreements is not to exceed \$1,500,000; and
- B. Limiting the County's total fiscal obligation under both Agreements to not to exceed \$1,500,000 in aggregate; and
- C. Authorizing the Chief Information Officer or his designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate) and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

BACKGROUND:

The Information Services Department (ISD) provides many types of Information Technology (IT) support and services to County departments. ISD has maintained a lean staffing model, hiring staff only when long-term needs have been established. An important element of this staffing approach is the careful use of contractual staff. While demand for ISD services has decreased significantly in some specific IT categories to include telephone services support, demand for other IT services has not decreased. Examples of ongoing demand for IT services include Health-IT as well as project management services. In an effort to meet the County's fluctuating IT needs without the risk of over-hiring, ISD has successfully utilized a contingency staffing model to augment County staff for short to medium term IT projects. In August 2011, ISD released RFP ISD #1815 to find suitable vendors to continue providing contractual staffing services.

DISCUSSION:

ISD augments County staff with contractual staff based on three criteria: 1) surge capacity – if we have a spike in work that cannot be managed by County staff nor through prioritization, we need to bring in contractual staff; 2) Subject Matter Expertise (SME) - if an IT project requires SME the County does not currently possess, we need to bring in contractual staff with the expertise needed for a project and we include knowledge transfer in the scope of work; and 3) to provide support for legacy systems - if we need additional staff to provide support for a legacy system, we choose to bring in contractual staff rather than training County staff on an IT system nearing end of life.

We believe there is value in having two contingency staffing vendors under contract to both reduce time spent sourcing staff as well as increasing the likelihood of our contingency staffing vendors having IT staff to meet our needs. In the past, we have submitted a request to both contingency staffing vendors and selected the most qualified contractual engineer at the best price. In support of this approach, we are recommending two contingency staffing vendors: 314e Corporation and AgreeYa Solutions.

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 and Agreements as to form.

Approval of these Agreements contributes to the Shared Vision 2025 outcome of a Collaborative Community by establishing contracts for our staffing needs, thereby reducing IT project startup time.

Performance Measure(s):

Measure	FY 2010-11 Actual	FY 2011-12 Projected
Percent of medium and large IT projects that are completed on time	86%	95%

FISCAL IMPACT:

The terms of these Agreements are from December 9, 2011 to December 8, 2014. While both contracts have a not-to-exceed amount of \$1,500,000, the total cumulative obligation for both Agreements is not to exceed \$1,500,000. Total expenditures across both Agreements will be monitored and managed by ISD fiscal staff. Funding for these Agreements is included in the FY2011-12 Approved ISD Budget, and will be recommended for future years budgets.

REQUEST FOR PROPOSAL PROCESS MATRIX

1.	General description of RFP	Contractual Services for IT-specific classifications
2.	List key evaluation criteria	Does Response match RFP Requirements, Services, Organizational Capacity, Level of Experience, References, Compliance with County contract requirements, Cost
3.	Where advertised	San Mateo County Times, ISD Website www.co.sanmateo.ca.us/isd/rfp
4.	In addition to any advertisement, list others to whom the RFP announcement was sent	
	314e Advanced Software Talent Albin Engineering Services, Inc. Apollo Programming Industries AppleOne Artizen, Inc. Bayside Solutions, Inc. Becker Technical Staffing Buxton Consulting Cybrid, Inc. Compucom Dell eFulgent The Forbin Group	InfoPartners Innovative Consulting Group Maxonic Modis National Technical Systems, Inc. Office Team Robert Half Technology R&R Staffing Siemens Enterprise Communications Strategic Staffing Teema Consulting Group TEKSystems Thor Group Vitalize Consulting Solutions Wohlberg Michaelson Personnel Services, Inc,
5.	Total number of RFP's sent to prospective proposers	20
6.	Number of proposals received	15
7.	Who evaluated the proposals	Cyndy Chin ,Dhiren Gandhi, Patricia Gonzales, Rand Miyashiro, Mary Ellen Reed, Shawn Yu
8.	In alphabetical order, names of proposers (or finalists, if applicable) and location	
	22 nd Century Technologies, Inc, Irvine, CA 314e Corporation, Fremont, CA Agreeya Solutions, Folsom, CA Albin Engineering Services, Inc., Santa Clara, CA AppleOne Employment Services, Torrance, CA Compucom Systems, Inc, Dallas, TX	Intellibridge Partners, Sacramento, CA InterBase Corporation, Anaheim, CA Intratek Computer, Inc., Santa Ana, CA Maxonic, Inc., Sunnyvale, CA Premier Staffing Source, Inc., Lanham, MD Siemens Medical Solutions USA, Inc., Malvern, PA Strategic Staffing Solutions, San Francisco, CA Vitalize Consulting Solutions, Inc., Santa Ana, CA

RESOLUTION NO. _____

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

*** * * * ***

RESOLUTION A) AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE AGREEMENTS FOR CONTINGENCY STAFFING SERVICES WITH 314e CORPORATION, FOR THE TERM OF DECEMBER 9, 2011 TO DECEMBER 8, 2014, IN A NOT TO EXCEED AMOUNT OF \$1,500,000; AND AGREEYA SOLUTIONS, FOR THE TERM OF DECEMBER 9, 2011 TO DECEMBER 8, 2014, IN A NOT TO EXCEED AMOUNT OF \$1,500,000, WHERE THE TOTAL CUMULATIVE OBLIGATION FOR BOTH AGREEMENTS IS NOT TO EXCEED \$1,500,000; B) LIMITING THE COUNTY'S TOTAL FISCAL OBLIGATION UNDER BOTH AGREEMENTS TO NOT TO EXCEED \$1,500,000 IN AGGREGATE; AND C) AUTHORIZING THE CHIEF INFORMATION OFFICER OR HIS DESIGNEE TO EXECUTE CONTRACT AMENDMENTS WHICH MODIFY THE COUNTY'S MAXIMUM FISCAL OBLIGATION BY NO MORE THAN \$25,000 (IN AGGREGATE) AND/OR MODIFY THE 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, there has been presented to this Board of Supervisors for its consideration and approval the form of Agreements for contingency staffing services with 314e Corporation, for the term of December 9, 2011 to December 8, 2014, in a not to exceed amount of \$1,500,000; and AgreeYa Solutions, for the term of December 9, 2011 to December 8, 2014, in a not to exceed amount of \$1,500,000, where the total cumulative obligation for both Agreements is not to exceed \$1,500,000; and

WHEREAS, the Board of Supervisors wishes to limit the County's total fiscal obligation under both Agreements to not to exceed \$1,500,000 in aggregate; and

WHEREAS, this Board has been requested to grant signature authority to the

Chief Information Officer or his designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate) and/or modify the contract term and/or services so 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 form of such Agreements, has examined and approved same as to both form and content, and desires to enter into same; and

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of the Board of Supervisors is authorized and directed to execute said Agreements with 314e Corporation and AgreeYa Solutions for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

BE IT FURTHER RESOLVED that the County's total fiscal obligation under both Agreements is not to exceed \$1,500,000 in aggregate.

BE IT FURTHER RESOLVED that signature authority is granted to the Chief Information Officer or his designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate) and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

* * * * *

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
314e CORPORATION**

THIS AGREEMENT, entered into this ____ day of _____, 20____,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and 314e
CORPORATION hereinafter called "Contractor";

W I T N E S S E T H:

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

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

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

1. Exhibits and Attachments

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

Exhibit A—Services

Exhibit B—Payments and rates

Schedule A—Statement of Agreement for Individual Consultant Engagement

Attachment I—§504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed One Million Five Hundred Thousand Dollars, (\$1,500,000).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 9, 2011 through December 8, 2014.

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

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

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

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

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

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

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

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

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

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:

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

In the case of Contractor, to:

Raymond Fu
47012 Mission Falls Ct Ste# 219
Fremont, CA 94539
Fax#510-991-9907

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

314e Corporation

Contractor's Signature

Date: _____

EXHIBIT A - SERVICES
AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND 314e CORPORATION

In consideration of the payments set forth in Exhibit “B”, Contractor will provide high quality contingency staffing services and support for the County of San Mateo’s Information Services Department.

Process of County’s Staffing Requests:

- Contractor will provide resumes for qualified candidates within 24-48 hours.
- Contractor will receive a request for a consultant from the County via a dedicated email address.
- The Account Manager or other staff monitoring requests will immediately enter the request into Contractor’s Bullhorn Applicant Tracking System.
- The Account Manager will take an inventory of on-staff resources to see if someone is available in-house to submit; if so, a resume will be submitted in compliance with established rates.
- If no in-house resource is available, the Account Manager will release the job to a team of two to three recruiters, who will look at Contractor’s database of local staff and reach out to them to see who might be available. These are pre-screened candidates who have been organized in the database by software certifications and roles including PM, Build, Training, Support, QA, etc. All documentation and contact is recorded in Bullhorn.
- Upon receiving candidates, the Account Manager will speak with them to ensure everything is in order and that their certifications are current, before submitting to the County’s hiring manager.
- If a candidate is not located on the pre-screened list, an exhaustive search will be launched through Job Boards, Contractor’s LinkedIn groups, Twitter and other mechanisms.
- Upon finding the right candidate, a technical interview will be done with multiple subject matter experts and certification verification. Contractor will also confirm that the financials align and the rate is in compliance.
- Contractor will submit candidate’s resume to the County.
- Contractor will assist in scheduling interview with the County.
- If a candidate is selected, the County will create a “Schedule A” Statement of Agreement for Individual Consultant Engagement.
- Once the “Schedule A” is executed by both parties, the Contractor will establish invoicing and billing schedules as appropriate.

Contractor’s consultants are either long time employees of Contractor or have gone through extensive on-boarding program. Each is initially phone screened and if a match is established, two interviews are done, one preferably in person. One interview is a thorough technical interview and the other is a behavioral interview.

Contractor will perform thorough reference and background checks as well as credential evaluation. If an offer is extended, Contractor will use InfoCubic to run a detailed background check including county criminal records, instant SSN trace, DMV records, sex offender registries and Patriot Act related searches. Contractor will also run health screenings, including a 10-panel drug test.

The County will provide notifications of the desire to terminate a consultant, if it is prior to the end date of the "Schedule A". The Contractor will work towards transitioning the consultant based on the timelines identified. This will allow for an orderly conclusion of the assignment, replacement if necessary, assembly and transition of the work product and documentation.

Contractor will provide a one week performance guarantee for all its consultants whereby if a consultant who is placed at the County is not meeting performance standards, the consultant will be removed and the County will not be charged for the services. If the hiring manager identifies an issue with the performance of a consultant, Contractor will work with the consultant to resolve those issues. Once the areas of improvement are identified, the consultant may be given some time for improvement with the agreement of the hiring manager. If the consultant still does not perform to expectations, termination can be immediate or as per County requirements and a replacement will be identified within a reasonable period of time.

Contractor will provide status reports as required by County. Reports will be in one unified system that is web based and tied to Project Management reporting.

Contractor will attach the consultant timesheet hours with the invoice to the County. Invoices will include project name (if applicable) and documentation of hours worked by the consultant.

Contractor's client relationship management approach is based on its Core Culture of Trust, Transparency and Flexibility. Contractor's steering committee will consist of an Account Manager as the single point of contact. Escalation will be Director Client Services and Contractor's President. Both will be available any time over the phone to resolve any issues. Contractor guarantees a two hour turn around response time. A dedicated number and email alias will be established for the County and will be closely monitored.

County shall have the option to hire contracted staff six months after any engagement with no fees due to Contractor.

EXHIBIT B – PAYMENTS AND RATES
AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND 314e CORPORATION

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

Performance Level and Experience =>			
Job Description/Classification	CONSULTANT Less than 3 yrs. Experience	SENIOR CONSULTANT 3 to 5 yrs. Experience	PRINCIPAL CONSULTANT More than 5 yrs. Experience
Active Directory Engineer	\$57.18	\$63.53	\$74.81
Analyst – Business	\$57.17	\$63.53	\$74.81
Analyst – Financial	\$50.79	\$56.44	\$63.53
Analyst – Technical	\$57.17	\$63.53	\$73.53
Analyst – Re-engineering	\$63.55	\$70.61	\$80.59
Analyst – Risk Assessment	\$63.55	\$70.61	\$75.08
Architecture Planning & Assessment – Business	\$76.31	\$84.79	\$90.35
Architecture Planning & Assessment – Information/Data	\$76.31	\$84.79	\$90.35
Architecture Planning & Assessment – Security	\$79.38	\$88.20	\$94.48
Architecture Planning & Assessment – Technical	\$76.21	\$84.68	\$90.25
Data Administration	\$69.98	\$77.75	\$87.18
Data Warehouse	\$69.98	\$77.75	\$89.46
Data Warehouse Reporting -Business Intelligence/Cross-function analytics	\$69.98	\$77.75	\$89.46
Database – MS Access	\$63.55	\$70.61	\$74.76
Database – DB2	\$68.18	\$75.76	\$81.64
Database – Oracle	\$76.07	\$84.53	\$90.30
Database – MS SQL	\$69.98	\$77.75	\$81.64
Database – Design/Architect	\$81.36	\$90.41	\$97.70
Deployment Specialist- CA Service Desk Plus	\$66.15	\$73.50	\$78.75
Desktop – Application (Design & Development)	\$57.17	\$63.53	\$74.76
Desktop – Operation System	\$31.66	\$35.18	\$42.26
Desktop – Security	\$56.46	\$62.74	\$71.61
Desktop – Support	\$31.42	\$34.91	\$42.26

Developer/Application Specialist – Java/JSP/Servlets/XML	\$79.38	\$88.20	\$94.48
Developer/Application Specialist – .NET/ASP/Visual Basic	\$79.38	\$88.20	\$94.48
Developer/Application Specialist – PHP (Hypertext Preprocessor)	\$79.38	\$88.20	\$94.48
Documentation Specialist	\$50.23	\$55.81	\$63.26
E-Commerce Specialist -Application Integration/Online transaction development	\$67.33	\$74.81	\$81.53
Facilitation	\$52.02	\$57.80	\$68.30
GIS/Geospatial Support	\$31.42	\$34.91	\$42.26
Healthcare Application Consultant	\$100.00	\$120.00	\$140.00
Healthcare Application Consultant – Clinical Applications	\$100.00	\$120.00	\$140.00
Healthcare Application Consultant – Decision Support	\$100.00	\$120.00	\$140.00
Healthcare Application Consultant – Electronic Health Record (E.H.R.)	\$100.00	\$120.00	\$140.00
Healthcare Application Consultant – Financial Applications	\$100.00	\$120.00	\$140.00
Healthcare Application Consultant – Meaningful Use	\$100.00	\$120.00	\$140.00
Healthcare Application Consultant - Siemens	\$100.00	\$120.00	\$140.00
Healthcare Integration Specialist	\$100.00	\$120.00	\$140.00
Healthcare iDoc – Inpatient or Ambulatory	\$100.00	\$120.00	\$140.00
Healthcare iNurse, RN – Inpatient or Ambulatory	\$100.00	\$120.00	\$140.00
Healthcare IT Project Management	\$100.00	\$120.00	\$140.00
Healthcare IT Project Management – Electronic Health Record (E.H.R.)	\$100.00	\$120.00	\$140.00
Healthcare IT Strategy Planning	\$100.00	\$120.00	\$140.00
Mainframe/Mid-Range - Operating System	\$56.98	\$63.32	\$73.71
Mainframe/Mid-Range – Operations	\$56.98	\$63.32	\$73.71
Mainframe/Mid-Range – Security	\$63.55	\$70.61	\$81.38
Mainframe/Mid-Range – Support	\$56.46	\$62.74	\$66.20
Modeling – Business	\$69.98	\$77.75	\$81.64
Modeling – Data	\$69.98	\$77.75	\$81.64
Modeling – Event	\$63.39	\$70.43	\$74.57

Modeling – Location	\$63.32	\$70.35	\$74.57
Modeling – Process	\$69.98	\$77.75	\$81.64
Network (Data, Radio, Video, Voice) Applications (Design & Development)	\$69.03	\$76.70	\$83.01
Network (Data, Radio, Video, Voice) – LAN/WAN Internet Support	\$44.46	\$49.40	\$55.65
Network (Data, Radio, Video, Voice) – Network / Telecommunications	\$44.46	\$49.40	\$55.70
Network (Data, Radio, Video, Voice) – Operation System	\$44.51	\$49.40	\$55.70
Network (Data, Radio, Video, Voice) – Operations	\$44.51	\$49.40	\$55.70
Network (Data, Radio, Video, Voice) – Security	\$68.18	\$75.76	\$84.11
Network (Data, Radio, Video, Voice) – Support	\$44.46	\$49.40	\$55.70
Network (Data, Radio, Video, Voice) – Voice over IP/IP Telephony	\$69.98	\$77.75	\$89.72
Programmer/Developer - Java/JSP/Servlets/XSLT	\$68.18	\$75.76	\$90.09
Programmer/Developer - .NET/ASP/Visual Basic	\$68.18	\$75.76	\$90.20
Programmer/Developer - JCL/UNIX/C++	\$63.55	\$70.61	\$86.36
Project Management	\$64.50	\$71.66	\$82.27
Quality Assurance	\$53.01	\$58.91	\$66.20
Server – Application (Design & Development)	\$63.55	\$70.61	\$74.81
Server – Operating System	\$57.17	\$63.53	\$67.10
Server – Security	\$58.68	\$65.21	\$73.97
Server – Support	\$48.20	\$53.55	\$57.86
Technical Writer	\$51.98	\$57.75	\$63.89
Testing - System Tester/HP LoadRunner	\$50.56	\$56.18	\$61.43
Training – Courseware Development	\$49.23	\$54.71	\$61.16
Training – Course Design	\$49.23	\$54.71	\$61.16
Training – E-Learning Course Development	\$52.31	\$58.12	\$62.95
Training – Instructor – Led	\$55.05	\$61.16	\$66.20
Web Design & Development – HTML/XML/CSS/Javascript/Jquery	\$56.13	\$62.37	\$66.10
Web Designer – Graphic Artist & UI Design	\$56.13	\$62.37	\$70.61

Web Information Architect	\$80.00	\$100.00	\$120.00
Web Security & Accessibility - Security/ADA/Section 508 Compliance	\$68.37	\$75.97	\$89.46
Web Security Analyst	\$68.37	\$75.97	\$89.46
Web Site Security Consultant	\$68.37	\$75.97	\$89.46
Web Usability Specialist	\$68.37	\$75.97	\$89.46

Contractor will invoice on a bi-weekly basis. Invoice will include Agreement Number, Purchase Order Number, Contractual Staff Name, Hours Billed, Rate, Invoice Number and Invoice Date. The County will submit payment within thirty (30) days of receipt of invoice.

Contractor shall bill County for actual hours worked by contractual staff and not for any legally required work breaks. All time shall be billed at the straight hourly rate and no overtime rates will apply to any hours worked by contractual staff.

Contractor shall not bill County for any expenses incurred by contracted staff without proper approval prior to the start of engagement for specific individual.

Contractor shall not bill County for any contractual staff whose performance is deemed unsatisfactory and terminated within one week of their start date. If County informs Contractor within one week of unsatisfactory performance by contractual staff, Contractor will solely be responsible for compensating that individual.

In no event shall total payment under this Agreement exceed One Million Five Hundred Thousand Dollars (\$1,500,000). 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.

Schedule A

Statement for Agreement for Individual Consultant Engagement

Contractor: _____ **Resolution Number:** _____

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

Master Contract Dated: _____ **Dept/ Division:** _____

Schedule Number: _____ **Project Name:** _____

Consultant Name: _____

Job Description/ Classification: _____

Performance Level and Experience: _____ **Regular Hourly Rate:** _____

Date Assigned: _____ **End Date:** _____

Other: _____

Work Description:

For: (CONTRACTOR NAME)

For: County of San Mateo

(Signature)

(Name)

(Title)

(Date)

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
AGREEYA SOLUTIONS**

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

W I T N E S S E T H:

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

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

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

1. Exhibits and Attachments

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

Exhibit A—Services

Exhibit B—Payments and rates

Schedule A—Statement of Agreement for Individual Consultant Engagement

Attachment I—§504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." In no event shall the County's total fiscal obligation under this Agreement exceed One Million Five Hundred Thousand Dollars, (\$1,500,000).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 9, 2011 through December 8, 2014.

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

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. 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

Only in the event that the Contractor is negligent or is committing willful misconduct, 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:

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

In the case of Contractor, to:

Ajay Kaul
110 Woodmere Rd,
Folsom, CA 95630
FAX#916-294-0075

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

Agree Ya Solutions

Contractor's Signature

Date: _____

Long Form Agreement/Non Business Associate v 8/19/08

EXHIBIT A - SERVICES

AGREEMENT BETWEEN COUNTY OF SAN MATEO AND AGREEYA SOLUTIONS

In consideration of the payments set forth in Exhibit “B”. Contractor will provide high quality contingency staffing services and support for the County of San Mateo’s Information Services Department.

Requirement Submission:

Once Contractor receives County’s requirement, the Contractor Account Manager will review the requirement, seek clarifications from the County (if any), and post the requirement to the Contractor’s Resource Management System (ARMS). Account Managers and recruiting staff have access to ARMS so they can effectively manage the requirement for changes or updates to track the status from submission to placement.

Candidate Evaluation and Submission:

Contractor’s Head of Recruiting reviews the requirement and assigns it to the most suitable recruiting team member(s) in order to locate the most qualified candidate. The source of the right candidate could be Contractor in-house resources, independent consultants, referrals, extended pool of consultants, or through Contractor strategic partners with specific expertise required for the County. The Contractor selection and screening process will be followed internally to ensure that the candidate is the best for the position and that all specifications have been adhered to in the process. As part of the screening process, Contractor’s technical recruiters will do first level screening/interviews, followed by technical panel interviews and finally by the Account Manager.

Background Check:

Contractor will organize for background checks based on County requirements. As per County’s needs, this check can be completed before a consultant is deployed at the County site. As part of the background check, Contractor will obtain information from various sources including credit reporting agencies, current and past employers, criminal conviction records, etc.

Candidate Logistics and Agreements:

Once the candidate is confirmed, the Account Manager will work with Contractor’s internal departments to complete all required formalities. The Account Manager will set the expectations for the consultant on the request and process all on-boarding documentation including all required confidentiality and clauses as defined by the County in the Contingency Staffing Request.

Schedule A Initiation and Management:

The County will create a “Schedule A” Statement of Agreement for Individual Consultant Engagement. Once the Schedule A is executed by both parties, the Account Manager will forward it and all related consultant information to Contractor’s Finance Department to establish invoicing and billing schedules as appropriate. As part of the ongoing management function, the Account Manager and Finance Department will track all hours worked by the consultants on a weekly basis.

Invoicing:

Contractor's Finance Department will attach the consultant timesheet hours with the invoice to the County. Invoices will include project name (if applicable) and documentation of hours worked by the consultant.

Reports Submission:

Throughout the life of the Agreement, the Account Manager will submit any necessary reports as identified by the County.

Termination:

The County will provide notifications of the desire to terminate a consultant, if it is prior to the end date of the Schedule A. The Account Manager will work towards transitioning the consultant based on the timelines identified. This will allow for an orderly conclusion of the assignment, replacement if necessary, assembly and transition of the work product and documentation.

Compliance Management:

Contractor's dedicated Portals and Compliance specialist will work on each requirement to ensure adherence of all compliance requirements. In addition, this resource will assist with County and consultant reviews, processing paper work and manage administrative functions associated with the County.

Service Levels:

Contractor response time to provide any qualified candidate is 24-48 hours.

Contractor will assign a team of dedicated Account Managers, a dedicated Resourcing team lead along with a team of full-time and multiple contract recruiters who will be supporting the County's staffing needs. Contractor's Vice President of Staffing will be responsible for overall customer satisfaction and act as the top level escalation point for the County. Contractor will assign a support team that will include a Legal and contracts specialist along with a compliance specialist who will work together to make sure all requirements are adhered to. In addition, these resources will assist in customer and consultant reviews, processing contracts and manage administrative activities.

During the first 30 days of the placement of a consultant, Contractor will ensure weekly follow-ups with the County hiring manager and consultant, eventually leading to monthly follow-ups during the engagement.

Contractor will provide a one week performance guarantee for all its consultants whereby if a consultant who is placed at the County is not meeting performance standards, the consultant will be removed and the County will not be charged for the services. If the hiring manager identifies an issue with the performance of a consultant, Contractor will work with the consultant to resolve those issues. Once the areas of improvement are identified, the consultant may be given some time for improvement in agreement with the hiring manager. If the consultant still does not perform to expectations, termination can be immediate or as per County requirements and a replacement will be identified within a reasonable period of time.

Escalation:

Escalation paths will be clearly defined and issues are escalated so that all necessary resources can be deployed to resolve them within an agreed upon period of time. Contractor's Account Manager will be responsible for ensuring County satisfaction with work performed by consultants and meeting expected service levels. The Account Manager will work as the first level service person for the County. They will keep in touch with County's team, regularly understanding consultant performance, general expectation management, and addressing any areas of concern. The Account Manager will be available to County via phone, email or in person.

Contractor's Account Manager will be the first level of escalation for all grievances. The Account Manager will interface with the support staff (HR, Accounts, Legal, etc.) to ensure that issues are resolved at the earliest opportunity. Contractor's Vice President of Staffing will be involved by the Account Manager and will act as the second point of escalation to resolve any issues that cannot be handled in a timely manner or requires his involvement. County can also contact Vice President, Staffing in case Account Manager is not able to address the issues or expected service levels. Contractor's associated Managing Partner will be the executive and final escalation point for any and all matters, in case the rest of the team is not able to meet the expectations of the County. The Managing Partner and Vice President of Staffing will also reach out to County proactively to ensure Contractor is meeting and exceeding County expectations.

County shall have the option to hire contracted staff the first six months after any engagement with no fees due to Contractor.

EXHIBIT B – PAYMENTS AND RATES
AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND AGREEYA SOLUTIONS

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

Performance Level and Experience =>			
Job Description/Classification	CONSULTANT Less than 3 yrs. Experience	SENIOR CONSULTANT 3 to 5 yrs. Experience	PRINCIPAL CONSULTANT More than 5 yrs. Experience
Active Directory Engineer	\$49.20	\$54.00	\$62.50
Analyst – Business	\$48.00	\$53.60	\$62.80
Analyst – Financial	\$49.00	\$56.50	\$64.70
Analyst – Technical	\$52.50	\$58.60	\$65.60
Analyst – Re-engineering	\$53.20	\$58.60	\$67.50
Analyst – Risk Assessment	\$53.50	\$58.60	\$67.50
Architecture Planning & Assessment – Business	\$54.00	\$62.50	\$71.40
Architecture Planning & Assessment – Information/Data	\$58.00	\$71.00	\$79.00
Architecture Planning & Assessment – Security	\$70.00	\$84.00	\$92.00
Architecture Planning & Assessment – Technical	\$58.00	\$71.00	\$79.00
Data Administration	\$58.30	\$67.50	\$77.50
Data Warehouse	\$63.50	\$75.00	\$82.00
Data Warehouse Reporting -Business Intelligence/Cross-function analytics	\$50.70	\$58.50	\$63.00
Database – MS Access	\$54.00	\$62.00	\$71.00
Database – DB2	\$61.00	\$72.50	\$78.90
Database – Oracle	\$66.70	\$78.80	\$88.80
Database – MS SQL	\$66.40	\$74.60	\$83.20
Database – Design/Architect	\$72.30	\$82.30	\$91.70
Deployment Specialist- CA Service Desk Plus	\$74.30	\$83.60	\$92.50
Desktop – Application (Design & Development)	\$46.30	\$52.30	\$62.00
Desktop – Operation System	\$30.00	\$35.00	\$41.00
Desktop – Security	\$46.20	\$53.50	\$61.20

Desktop – Support	\$28.80	\$38.50	\$49.50
Developer/Application Specialist – Java/JSP/Servlets/XML	\$65.70	\$78.00	\$87.80
Developer/Application Specialist – .NET/ASP/Visual Basic	\$65.70	\$78.00	\$87.80
Developer/Application Specialist – PHP (Hypertext Preprocessor)	\$65.70	\$78.00	\$87.80
Documentation Specialist	\$47.20	\$52.50	\$61.50
E-Commerce Specialist -Application Integration/Online transaction development	\$58.30	\$67.50	\$77.50
Facilitation	\$47.50	\$51.70	\$58.60
GIS/Geospatial Support	\$67.00	\$79.00	\$98.00
Healthcare Application Consultant	\$78.30	\$91.60	\$102.50
Healthcare Application Consultant – Clinical Applications	\$78.30	\$91.60	\$102.50
Healthcare Application Consultant – Decision Support	\$74.30	\$83.60	\$91.70
Healthcare Application Consultant – Electronic Health Record (E.H.R.)	\$78.30	\$91.60	\$102.50
Healthcare Application Consultant – Financial Applications	\$73.00	\$86.00	\$97.50
Healthcare Application Consultant – Meaningful Use	\$73.00	\$86.00	\$97.50
Healthcare Application Consultant - Siemens	\$78.30	\$91.60	\$102.50
Healthcare Integration Specialist	\$78.30	\$91.60	\$102.50
Healthcare iDoc – Inpatient or Ambulatory	\$74.50	\$90.60	\$101.50
Healthcare iNurse, RN – Inpatient or Ambulatory	\$73.50	\$90.60	\$101.50
Healthcare IT Project Management	\$50.90	\$60.70	\$70.70
Healthcare IT Project Management – Electronic Health Record (E.H.R.)	\$51.70	\$62.50	\$71.50
Healthcare IT Strategy Planning	\$55.00	\$65.00	\$75.00
Mainframe/Mid-Range - Operating System	\$50.00	\$60.00	\$65.00
Mainframe/Mid-Range – Operations	\$50.00	\$55.00	\$60.00
Mainframe/Mid-Range – Security	\$57.00	\$63.00	\$71.00
Mainframe/Mid-Range – Support	\$45.00	\$50.00	\$55.00
Modeling – Business	\$58.60	\$68.50	\$74.20
Modeling – Data	\$58.60	\$68.50	\$74.20
Modeling – Event	\$52.50	\$60.50	\$68.70
Modeling – Location	\$54.50	\$62.50	\$69.50
Modeling – Process	\$52.50	\$60.50	\$68.70
Network (Data, Radio, Video, Voice) Applications (Design & Development)	\$56.50	\$64.50	\$72.70
Network (Data, Radio, Video, Voice) – LAN/WAN Internet Support	\$40.00	\$45.00	\$50.00
Network (Data, Radio, Video, Voice) – Network / Telecommunications	\$40.00	\$45.00	\$50.00
Network (Data, Radio, Video, Voice) – Operation System	\$40.00	\$50.00	\$50.00

Network (Data, Radio, Video, Voice) – Operations	\$40.00	\$45.00	\$50.00
Network (Data, Radio, Video, Voice) – Security	\$58.50	\$68.70	\$77.50
Network (Data, Radio, Video, Voice) – Support	\$40.00	\$45.00	\$50.00
Network (Data, Radio, Video, Voice) – Voice over IP/IP Telephony	\$58.50	\$68.70	\$77.50
Programmer/Developer - .NET/ASP/Visual Basic	\$62.50	\$69.50	\$78.50
Programmer/Developer - Java/JSP/Servlets/XSLT	\$62.50	\$69.50	\$78.50
Programmer/Developer - JCL/UNIX/C++	\$62.50	\$69.50	\$78.50
Project Management	\$58.00	\$71.00	\$79.00
Quality Assurance	\$45.00	\$50.00	\$55.00
Server – Application (Design & Development)	\$52.50	\$60.50	\$68.70
Server – Operating System	\$42.00	\$47.00	\$52.00
Server – Security	\$50.70	\$58.50	\$66.50
Server – Support	\$36.50	\$41.50	\$48.50
Technical Writer	\$42.00	\$47.00	\$52.00
Testing - System Tester/HP LoadRunner	\$45.00	\$50.00	\$55.00
Training – Courseware Development	\$50.00	\$55.00	\$62.00
Training – Course Design	\$50.00	\$55.00	\$64.00
Training – E-Learning Course Development	\$50.00	\$54.00	\$64.00
Training – Instructor – Led	\$50.00	\$55.00	\$60.00
Web Design & Development – HTML/XML/CSS/Javascript/Jquery	\$52.20	\$56.50	\$62.50
Web Designer – Graphic Artist & UI Design	\$62.00	\$70.50	\$77.50
Web Information Architect	\$67.00	\$73.70	\$85.60
Web Security & Accessibility - Security/ADA/Section 508 Compliance	\$64.50	\$71.50	\$79.50
Web Security Analyst	\$62.00	\$68.50	\$77.50
Web Site Security Consultant	\$58.50	\$63.60	\$71.50
Web Usability Specialist	\$67.00	\$73.70	\$85.60

Contractor will invoice on a bi-weekly basis. Invoice will include Agreement Number, Purchase Order Number, Contractual Staff Name, Hours Billed, Rate, Invoice Number and Invoice Date. The County will submit payment within thirty (30) days of receipt of invoice.

Contractor shall bill County for actual hours worked by contractual staff and not for any legally required work breaks. All time shall be billed at the straight hourly rate and no overtime rates will apply to any hours worked by contractual staff.

Contractor shall not bill County for any expenses incurred by contracted staff without proper approval prior to the start of engagement for specific individual.

Contractor shall not bill County for any contracted staff whose performance is deemed unsatisfactory and terminated within one week of their start date. If County informs Contractor within one week of unsatisfactory performance by contractual staff, Contractor will solely be responsible for compensating that individual.

In no event shall total payment under this Agreement exceed One Million Five Hundred Thousand Dollars (\$1,500,000).

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



Schedule A

Statement for Agreement for Individual Consultant Engagement

Contractor: _____ **Resolution Number:** _____

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

Master Contract Dated: _____ **Dept/ Division:** _____

Schedule Number: _____ **Project Name:** _____

Consultant Name: _____

Job Description/ Classification: _____

Performance Level and Experience: _____ **Regular Hourly Rate:** _____

Date Assigned: _____ **End Date:** _____

Other: _____

Work Description:

For: (CONTRACTOR NAME)

For: County of San Mateo

_____ (Signature) _____

_____ (Name) _____

_____ (Title) _____

_____ (Date) _____