



# County of San Mateo

## Inter-Departmental Correspondence

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**Department:** COUNTY EXECUTIVE

**File #:** 23-230

Board Meeting Date: 4/11/2023

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**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Supervisors

**From:** Michael P. Callagy, County Executive  
Sam Lin, Interim Director, Project Development Unit

**Subject:** On Call Agreement for Audio Visual & Information Technology Project Management Services

### **RECOMMENDATION:**

Adopt a resolution authorizing the President of the Board of Supervisors to execute an agreement with EVO, Info Way Solutions, and Triune Infomatics, Inc. to provide on-call project management services specific to audio visual and information technology, for the term of April 1, 2023, through March 31, 2026, in an amount not to exceed \$600,000 per agreement, for a not to exceed amount of \$1,800,000 in aggregate.

### **BACKGROUND:**

The County has multiple large, ongoing, and new capital construction projects underway. To properly manage these construction projects, the Project Development Unit (PDU) requires the services and expertise of qualified information technology consultants for project management support services. PDU regularly maintains a variety of professional on-call service agreements which has permitted the unit to expedite construction projects for the County of San Mateo.

### **DISCUSSION:**

Managing the County's major capital construction portfolio with multiyear timelines, ever-shifting requirements, and complex procurement challenges comes with inherent uncertainties that can affect costs, schedules, and quality. The PDU effectively manages such complex capital projects by keeping a diverse pool of expert capital construction project managers assigned to the projects. By breaking the project into assigned specific specialties, the project executive can direct the teams more efficiently and react to issues with greater agility.

On February 3, 2023, PDU conducted a formal Request for Proposal for On-Call AV/IT Project Management Services. An internal County selection committee comprised of PDU and the Information Services Department reviewed the three submissions received and a made a recommendation to accept and offer agreements to all three firms.

The unit will issue individual task orders comprised of a scope of work and not to exceed amount to the contractor. The not to exceed amount for the individual task order will vary; however, the cumulative sum of the task orders will not exceed the maximum amount of the agreement.

The resolution contains standard provisions allowing the amendment of County fiscal obligations by a maximum of \$25,000 in aggregate.

County Attorney has reviewed and approved the resolution and agreement as to form. The summary of the bids received is attached as "Exhibit A".

**EQUITY IMPACT STATEMENT:**

Access to digital services can make all services more widely available to diverse populations that have varying ability to engage with the County in-person. Enhancing equity through technology-driven services is supported through the inclusion of contemporary digital infrastructure in capital projects. These agreements will assist the development of digital infrastructure within County's ground up construction projects.

**FISCAL IMPACT:**

The not to exceed amount for these agreements is \$600,000 per agreement, \$1,800,000 in aggregate. The cost of these contracts will be funded by the individual project budgets to which each firm is assigned. Funding for these contracts has been included in the PDU project budgets within the FY 2022-23 Adopted Budget. Similar funding will be included in future years.

**RESOLUTION NO. 079546**

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

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**RESOLUTION AUTHORIZING THE PRESIDENT OF THE BOARD OF SUPERVISORS TO EXECUTE AGREEMENTS WITH EVO, INFO WAY SOLUTIONS AND TRIUNE INFOMATICS, INC. TO PROVIDE ON-CALL PROJECT MANAGEMENT SERVICES SPECIFIC TO AUDIO VISUAL AND INFORMATION TECHNOLOGY, FOR THE TERM APRIL 1, 2023, THROUGH MARCH 31, 2026, IN AN AMOUNT NOT TO EXCEED \$600,000 PER AGREEMENT, FOR A NOT TO EXCEED AMOUNT OF \$1,800,000 IN AGGREGATE**

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

**WHEREAS**, multiple large new ground up capital construction projects managed by the Project Development Unit (PDU) are underway and will require the County to retain the professional audio visual and information technology (AV/IT) project management services; and

**WHEREAS**, the public interest will be served by competitively bidding and selecting qualified project management firms as additional support for the PDU on the various County construction projects; and

**WHEREAS**, on February 23, 2023, the Project Development Unit (PDU) conducted a formal Request for Proposal for on-call AV/IT project management consulting services and the AV/IT firms: EVO, Info Way Solutions, and Triune Infomatics, Inc. are qualified to provide professional AV/IT project management services; and

**WHEREAS**, the Director of the Project Development Unit has recommended that an agreement be entered into with these three firms: EVO, Info Way Solutions, and Triune Infomatics, Inc. to provide AV/IT project management services as needed to the County of San Mateo; and

**WHEREAS**, EVO, Info Way Solutions, and Triune Infomatics, Inc. shall effectively and efficiently ensure that all work assigned to their firm complies with the approved contract scope and County of San Mateo Information Technology.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board of Supervisors authorize the President of the Board to execute agreements with EVO, Info Way Solutions, and Triune Infomatics, Inc. for on-call AV/IT construction project management services for the term of April 1, 2023, through March 30, 2026, for a not to exceed amount of \$600,000 per Agreement, or \$1,800,000 in aggregate.

**BE IT FURTHER RESOLVED** that the Director of the Project Development Unit, or designee, is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 in aggregate per agreement 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.

\* \* \* \*

RESOLUTION NUMBER: 079548

*Regularly passed and adopted this 11<sup>th</sup> day of April, 2023.*

*AYES and in favor of said resolution:*

*Supervisors:*

DAVE PINE

NOELIA CORZO

RAY MUELLER

WARREN SLOCUM

DAVID J. CANEPA

*NOES and against said resolution:*

*Supervisors:*

NONE



President, Board of Supervisors  
County of San Mateo  
State of California

**Certificate of Delivery**

*I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.*



Deputy Clerk of the Board of Supervisors

**Agreement No. \_ Resolution No. 079546A**

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND EVO**

This Agreement is entered into this 11 day of April, 2023, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called “County,” and EVO, hereinafter called “Contractor.”

\* \* \*

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of On-Call AV/IT Project Manager Services.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Exhibit C—Sanctions Against Russia Letter of Compliance
- Attachment H—HIPAA Business Associate Requirements
- Attachment I—§ 504 Compliance
- Attachment IP – Intellectual Property
- Attachment J – ISD Technology Security Assessment

**2. Services to be performed by Contractor**

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

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County’s total fiscal obligation under this Agreement exceed SIX HUNDRED THOUSAND DOLLARS AND NO CENTS (\$600,000.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 1st, 2023, through March 31<sup>st</sup>, 2026.

## **5. Termination**

This Agreement may be terminated by Contractor or by the Director of the Project Development Unit or designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. 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 prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

## **6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

## **7. 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 County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

## **8. Hold Harmless**

### **a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (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, if applicable, 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 and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section 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 by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**b. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.



Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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

**9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it 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 County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**10. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents 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 Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (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 (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants 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, County, 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 and payment pursuant to this Agreement.

**11. Compliance With Laws**

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, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. 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 any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**12. Non-Discrimination and Other Requirements**

**a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. 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 upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability 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 any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection 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 a general description of the circumstances involved and a general description of

the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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 Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

#### **h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

#### **13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

#### **14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor

shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies 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, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement 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 the body of this 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 the 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 or amendments shall be in writing and signed by the parties.

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Sam Lin, Interim Director  
Address: 555 County Center, 2<sup>nd</sup> Floor, Redwood City, CA 94063  
Telephone: 408-391-5150  
Email: slin@smcgov.org

In the case of Contractor, to:

Name/Title: Michael Rypkema, Project Manager  
Address: 2505 Red Hawk Place, Broomfield, CO 80023  
Telephone: 303-817-0889  
Email: mrypkema@evopros.co

**18. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

**19. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

**20. Reimbursable Travel Expenses**

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.
- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any

mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.

- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching [www.gsa.gov](http://www.gsa.gov) for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

## **21. Prevailing Wage**

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2- Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at [www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR) or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally,


- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

\* \* \*



In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: EVO

DocuSigned by:  
  
D85C11805137412  
Contractor Signature

Mar-29-2023 | 10:51 PDT  
Date

Mike Rypkema  
Contractor Name (please print)

---

COUNTY OF SAN MATEO

By:   
President, Board of Supervisors, San Mateo County

Resolution No. 079546

Date: 4/11/2023

ATTEST:

  
By:  
Clerk of Said Board

### Exhibit A

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

The Contractor shall provide professional AV/IT Project Manager services continually through the life of the project(s). The Contractor shall perform AV/IT project management duties and assure that all construction elements and systems work individually and together as intended in the approved project design. The AV/IT Project Manager shall effectively and efficiently ensure all work complies with the County of San Mateo technology requirements, approved construction documents and applicable codes and regulations.

The initial AV/IT scope of work for each project will be established prior to the issuing a task order. Dependent upon the Project's needs, the selected firm and or firms may be requested to perform various reviews and/or tasks at different phases of project procurement, design, construction and/or close-out.

The AV/IT Project Manager's services shall include but not be limited to the following tasks:

1. The AV/IT Project Manager will base their operations at the PDU office located at 555 County Center in Redwood City, California. The AV/IT Project Manager will be required to visit project sites during construction, and review progress at the individual project sites located within the County of San Mateo.
2. AV/IT Project Manager will report directly to the Director of the PDU and the assigned Executive Project Manager(s) responsible for each construction project. The AV/IT Project Manager will also be required to work closely with the County's Information Services Department and the Department of Public Works to gain knowledge of the County's existing systems, understand the County's needs, requirements, and ensure items and services procured through PDU projects conform will County standards.
3. AV/IT Project Manager shall lead all low voltage coordination throughout all phases of the project(s). Low Voltage coordination includes but is not limited to:
  - a) All internet related infrastructure from the provider's point of connection to the farthest user port.
  - b) All phone related infrastructure for both VOIP and traditional copper line connections from the provider's point of connection to the farthest user port.
  - c) All fire and security (alarms, video cameras, access control, 2-Way Communication and ERRCS) related infrastructure from the County's point of connect to the individual devices.
  - d) All MEPF low voltage connections from the individual pieces of equipment to the headend equipment or as stated in the project specifications.

e) Review of all design/construction documents, submittals, RFI's, CDs, potential change orders, schedules and payment applications and provide feedback as applicable to the project AV/IT Project Management services.

4. Provide AV/IT Project Manager services to ensure compliance with County of San Mateo Information Technology Standards in codes, plans, specification(s) and quality control required of the County and/or individual project requirements. Notify the PDU Project Executive immediately upon discovery of any non-conforming items.

5. Inspect and verify that Contractor's As-Built record documents pertaining to AV/IT status are updated monthly prior to processing of Contractor's monthly payment request.

6. The AV/IT Project Manager will be the PDU's liaison with contractors, A/E Team, ISD (Information Service Department), Service Providers (vendors) and other regulatory agencies and governing bodies as necessary to maintain project continuity.

7. **Submit AV/IT Project Dailies**, an activity report to the County Executive Project Manager for each project, including the following information:

- a) AV/IT activities performed by the Contractors, and areas where work is performed.
- b) Manpower counts from each low voltage contractor(s) performing work on the site.
- c) Weather conditions.
- d) AV/IT equipment and materials on and delivered to the site.
- e) Nature and location of the work being performed (starting and completion dates for various portions of the work).
- f) Note occurrences or conditions that might affect Contract Sum or Contract Time.
- g) Record any work or material in place that does not correspond with the drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any lack of activity on the part of the Contractor. The AV/IT Project Manager will note corrective actions advised and resolution.

8. AV/IT Contracted Project Manager shall comply with all Federal, State and Local government laws, regulations and County of San Mateo policies and procedures. Contractor will adhere to the County's Vendor/Contractor Access Policy, IT Security Policy, and other County of San Mateo policies.

9. Review and monitor Contractor's construction methods and procedures during all construction activities,

10. Attend all meetings as required in contract documents and requested by the County, i.e., billing meetings, specification review meetings, coordination meetings, weekly progress meetings, etc.

11. Assist the PDU, ISD and the Contractor in scheduling all required shutdowns, testing, move coordination, etc.

12. Inspect, verify, and document Contractor's delivered equipment and materials pertaining to AV/IT to ensure the project is meeting submittal and specification requirements.

13. When the Contractor's work or a designated portion thereof is substantially complete, prepare for the PDU a list of incomplete or unsatisfactory items via a "punch list" and submit to the PDU.
14. Assist the County in the review of Contractor's Submittals and provide comments on the requirements of the contract documents pertaining to AV/IT.
15. While performing services, provide all documentation, communications, reports, photos and project correspondence to the PDU daily in an electronic format ready to upload on the County's SharePoint File Folder of project management software. Establishes and implements project communication plans, providing regular status updates to affected staff and stakeholders.
16. These communication deliverables shall be submitted to the respective project executive PM/CM.
17. Participate in the design review of project documents with the PDU and respective A/E firms during design and construction phases.
18. Sets and track project milestones pertaining to AV/IT project phase; manages and accounts for unforeseen delays, realigns schedules and expectations as needed.
19. Collects, analyzes, and summarizes information and trends as needed to prepare project status reports.
20. Performs other related duties as assigned.

Plan Review Services shall include but not limited to the following task:

1. Having a complete understanding regarding the existing County's low voltage standards, practices and existing facilities that will be impacted or joined will the new construction.
2. Working as the liaison for the PDU between the County's ISD, the users and the design team.
3. Provide design comments along with recommendations as needed throughout the design processes.
4. Provide reconciliation efforts to ensure previous comments and recommendations have been incorporated into the new designs.
5. Ensuring product(s) specified by the design team achieve the County's standards, are readily available to accommodate the construction schedule and products specified are the most recent edition or latest model.
6. Ensure all security items are designed to be used in the manner of which the product was intended to use and will meet any applicable State or Local laws/standards.

**Exhibit B**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

**EVO HOURLY RATE**

<b>JOB TITLE</b>	<b>HOURLY RATE</b>
AV/IT Project Manager	\$200

The County recognizes a full workday to be 8 hours, Monday – Friday. Any additional hours beyond an 8-hour workday or a 40-hour work week must require prior written authorization from the County.

The County holiday calendar is to be observed unless prior written authorization has been approved.

County shall process Contractor invoice upon receipt of an approved invoice in the County's Accounting Department. A written itemized monthly invoice identifying the Agreement number, location of work, specific work completed, and breakdown of charges must be provided along with any documentation verifying the work billed or hours billed are required along with the invoice.

**Effective November 2022, when submitting invoices, Contractor is required to submit supporting documents along with approved invoices.** Adequate supporting documents include, among others: deliverable documents, payroll registers, timesheets, detailed invoices, inspection certificates, activity/participant logs, applicant forms, acceptance letters, survey forms, authorized travel/expense forms, service acknowledgment forms, etc. The types of documents required to support/verify information on invoices depends on the specified contracted services and, if applicable, costs to be reimbursed.

Any additional work requested outside of the contract or authorized rates and scope of work can only be billed with proper written County approval, contractor's proposal on the additional requested work, and all necessary backup documentation.

The approved maximum fiscal obligation of this agreement shall not exceed the amount of SIX HUNDRED THOUSAND DOLLARS AND NO CENTS (\$600,000.00).

Invoices are to be submitted to:

[pdu\\_invoices@smcgov.org](mailto:pdu_invoices@smcgov.org)

or

Project Development Unit  
555 County Center, 2<sup>nd</sup> Floor  
Redwood City, CA 94063

Invoices not properly submitted according to this contract may result in delay payment to contractor.

**Fingerprinting Language**

Potential staff are required to pass a Live Scan (DOJ and FBI) background check at the contractor's expense prior to working in County facilities. Potential staff shall follow the directions provided by the Project Development Unit to complete this process and will not begin work in a County facility until they have been officially notified in writing by the Project Development Unit that they have received background clearance.

**Background Clearance**

Contractors will be required to provide a list of names of each proposed employee to the Project Development Unit 30 days prior to the assignment of any employee. The cost of the Department of Justice clearance is the responsibility of the Contractor. Contract employees will not be permitted to begin work prior to DOJ clearance and received County issued card key badge. Failure to do so will result in the immediate removal of contractor's employee. Contractor is responsible for maintaining proper security clearance for each employee throughout the duration of this agreement and will notify the County within 24 hours of learning of any arrest or detainment of an employee.

Contractor  
Initials

<sup>DS</sup>  


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Mar-29-2023 | 10:51 PDT

Exhibit C

# COUNTY OF SAN MATEO



Jas Sandhar  
Procurement Manager

Procurement Division  
455 County Center, 4th Floor  
Redwood City, CA 94063  
650-363-4408 T  
jsandhar@smcgov.org  
<https://hr.smcgov.org/procurement>

May 4, 2022

Dear Contractor, Vendor, or Supplier:

I am the Procurement Manager for the County of San Mateo, California ("County"), and I write because you have been identified as the contact person for a person or entity that has an agreement with the County of San Mateo (the "County") to provide goods or services.

All County contracts include terms that require contractors to comply with applicable laws while performing under the agreements. As you may know, the United States and State of California have taken action against Russia in response to its aggression in Ukraine, including by imposing economic sanctions. The County is working to ensure compliance with these sanctions and related orders.

Detailed information about the sanctions, including relevant Executive Orders issued by the President of the United States and the Governor of California, may be found at the following websites maintained by the United States and the State of California:

- <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>
- <https://www.dgs.ca.gov/OLS/Ukraine-Russia>

The County is hereby directing its contractors, vendors, and suppliers, including you, to notify the County if the provision of goods and/or services under any agreement with the County, or payment under any such agreement, is prohibited by these sanctions. If you have reason to believe that the sanctions against Russia prohibit performance or payment under your agreement with the County, please send an email to [procurement@smcgov.org](mailto:procurement@smcgov.org) with the subject line "Sanctions Against Russia." Please include the relevant contract/agreement number, if you know it, or a copy of the agreement, with your email. Please also include a short explanation of why you have reason to believe that the sanctions against Russia prohibit performance or payment under the agreement.

We greatly appreciate your partnership with the County and your attention to this important matter. Please also keep in mind that failure to comply with applicable law, including the above-referenced sanctions, could result in contract termination.

If you have any questions regarding this correspondence, please do not hesitate to contact the County's Procurement Department at [procurement@smcgov.org](mailto:procurement@smcgov.org), or call me at (650) 363-4408.

Sincerely,

A handwritten signature in black ink, appearing to read "Jas Sandhar".

Jas Sandhar, Procurement Manager

## Attachment H

### Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements

#### DEFINITIONS

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Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and 164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.



- k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI *is presumed* to be a breach, unless it can be demonstrated there is a low probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:
  - 1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
  - 2. Identity of the unauthorized person or to whom impermissible disclosure was made;
  - 3. Whether PHI was actually viewed or only the opportunity to do so existed;
  - 4. The extent to which the risk has been mitigated.
- l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- n. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

#### **OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE**

- a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.

- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR,

- etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
- q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

### **PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE**

Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

### **OBLIGATIONS OF COUNTY**

- a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

### **PERMISSIBLE REQUESTS BY COUNTY**

County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if so requested by County, unless the Business Associate will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Business Associate.

### **DUTIES UPON TERMINATION OF AGREEMENT**

- a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## **MISCELLANEOUS**

- a. **Regulatory References.** A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. **Survival.** The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
- d. **Interpretation.** Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Business Associate.

**ATTACHMENT I**

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

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

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

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

a. Employs fewer than 15 persons.

b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R.

84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

**Name of 504 Person:**

**Name of Contractor(s):**

**Street Address or P.O. Box:**

**City, State, Zip Code:**

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

**Signature:**

DocuSigned by:  
  
D85C11895137412...

**Title of Authorized Official:**

IT/Security Manager

**Date:**

Mar-29-2023 | 10:51 PDT

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing

facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

## **Attachment IP Intellectual Property Rights**

---

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.

---

*Issued by County of San Mateo Contract Compliance Committee July 1, 2013*



**County Observed Holidays (2023 & 2024)****2023 HOLIDAYS**

A floating holiday may be taken within the time limit set by the various Memorandums of Understanding.

Attorney, and Superior Courtroom Clerks employed by the County Clerk will observe all Saturday holidays on the Friday preceding said holiday instead of being credited with a floating holiday.

Jan 2	New Year's Day (observed)	July 4	Independence Day
Jan 16	Martin Luther King Day	Sept 4	Labor Day
Feb 12	Lincoln's Birthday (Floating Holiday)	Oct 9	Columbus Day/Indigenous Peoples' Day
Feb 20	Presidents' Day	Nov 11	Veterans Day
May 29	Memorial Day	Nov 23	Thanksgiving Day
June 19	Juneteenth	Nov 24	Day After Thanksgiving
		Dec 25	Christmas Day

**2024 Holidays**

A floating holiday may be taken within the time limit set by the various Memorandums of Understanding. Attorney, and Superior Courtroom Clerks employed by the County Clerk will observe all Saturday holidays on the Friday preceding said holiday instead of being credited with a floating holiday.

Jan 1	New Year's Day (observed)	Sept 2	Labor Day
Jan 15	Martin Luther King Day	Oct 14	Columbus Day/Indigenous Peoples' Day
Feb 12	Lincoln's Birthday (Floating Holiday)	Nov 11	Veterans Day
Feb 19	Presidents' Day	Nov 28	Thanksgiving Day
May 27	Memorial Day	Nov 29	Day After Thanksgiving
July 4	Independence Day	Dec 25	Christmas Day
June 19	Juneteenth		



# EXHIBIT "A"

## SUMMARY OF BIDS RECEIVED

### On-Call AV/IT Project Manager Services

<u>Contractor</u>	<u>Bid Amount</u>
1. EVO	\$600,000
2. Info Way Solutions LLC	\$600,000
3. Triune Infomatics, Inc.	\$600,000



This document is to be completed for new or upgraded technology acquisitions, contracts, and projects including all design changes. Please submit all proposals and agreement terms for review to ISD B-1 Review process according to directives in Administrative Memorandum B-1. All questions must be answered fully.

Submitting Department \_\_\_\_\_ Submitter's Name \_\_\_\_\_  
Phone \_\_\_\_\_

Name: Michael J Rypkema Corporate Phone #: 303-817-0889  
Address: 2505 Redhawk place City: Broomfield State: CO ZIP: 80023

Technical Support Contact Methods:  Phone: 303-817-0889  IM/Chat  
 Email: mryp@evopros.co  Web Portal

Technical Support Coverage Hours:  24x7x365  Business Hours M-F 8-5 Pacific  Other

Escalation procedure for incidents or problems provided?  Yes  No  
Does the vendor provide a dedicated account manager or representative for escalating problems or incidents?  Yes  No  
If yes, please provide name. Michael Rypkema 303-817-0889

Does the vendor maintain any formal security policies & procedures to comply with industry requirements?  Yes  No  
How often is the vendor's security posture reviewed?

Will the vendor provide a copy of their last two security audit, penetration test, and/or vulnerability assessment?  Yes  No

Does the vendor have any third-party certifications or attestations for its application, such as FedRamp, FIPS 140 -2, FISMA and DIACAP, HIPAA, ISO 27001, PCI DSS, TRUSTe or SOC 1/SOC 2/ SSAE 16/ISAE 3402? If yes, provide certification or attestations.  Yes  No  
n/a

If cloud solution, does the vendor use a third-party storage solution?  Yes  No  
If yes, does the data storage vendor have any third-party certifications or attestations, such as FedRamp, FIPS 140 -2, FISMA and DIACAP, HIPAA, ISO 27001, PCI-DSS, TRUSTe or SOC 1/SOC 2/ SSAE 16/ISAE 3402? If yes, provide certification or attestations.  Yes  No  
If yes, provide name of third-party data storage vendor n/a  
n/a

## Section 2: Product Information

Product Name: N/A No. of Users: 1-10 Does the product have technical constraints to the number of concurrent users it can support?  Yes  No  
 This is an upgrade or renewal for existing technology currently in use in the County

Location:  On-Premise  Hosted (Cloud/Off-site)  If hosted, GovCloud?  Hybrid (On-Premise/Cloud)  If hosted, GovCloud?

**Product Description and Purpose:** Please include information that will identify the function, business process, and the departments/divisions who will use it.  
N/A

**Integration:** Does the product integrate or interface with any other existing or planned products or services used either at the County, or with another third-party County vendor? This would include requirements for integration or use of the County's email System, ServiceNow, or other systems.  Yes  No  
N/A

Does the vendor use third-party services, such as help desk, integration services, backup services, that would have access to the County's data? Please describe.  Yes  No  
N/A

Does product use open and published APIs?  Yes  No  N/A Are APIs tested for potential security exploits?  Yes  No  
If no, describe what is used to mitigate exploitations and risks.  
List all ports/protocols required for any traffic outbound to the Internet or for the application. N/A

**Web Services:** Is the product 100% web-based?  Yes  No  N/A  
Does the product provide MFA for public access?  Yes  No  N/A

Is the County's data exposed through web services?  Yes  No  N/A  
Does the administrative console require MFA?  Yes  No  N/A

**Mobile Devices:** Does the application provide mobile capabilities?  Yes  No

Is the mobile application a requirement for application?  Yes  No

### Section 3: Administrative Controls

For details on Data Sensitivity and Data Criticality, please see the Section 7 References of this document

Data Sensitivity:  Public  Internal  Confidential\*  Restricted\* \* May require NDA

Data Criticality:  Useful  Important  Essential

Data Type:  Data is not confidential  PII  HIPAA/PHI  FTI  EDD  PCI-DSS  CJI \* \* System may require DOJ compliance and approval

Is system HIPAA compliant?  Yes  No  N/A Is system CJI compliant?  Yes  No  N/A System meets regulatory requirements?  Yes  No  N/A

**Configuration and System Hardening:** Does the product offer baseline configuration or system hardening tool(s) that can protect the product against confidential data disclosure or service disruption?

Yes  No

N/A

**\*\*Please provide system configuration diagram and the transport route of data between systems (Required)**

**Backup and Restore:** Does the product offer features to backup and restore user data, configurations, and application code?  Yes  No

N/A

Does the product integrate with Rubrik Storage Services and API (the County's backup platform)?

Yes  No  N/A

Is there is a backup process performed by Vendor:

Yes  No  N/A

How often:

n/a

Encrypted?  Yes  No

Retention period

n/a

Where stored?

n/a

**Disaster Recovery:** Is the location of the server, if hosted, in an area prone to natural disaster?  Yes  No  N/A

Please provide location

n/a

Is there a disaster recovery plan in place?  Yes  No

How often is the disaster recovery plan tested?

n/a

What is the guaranteed uptime?

Percentage

n/a

RTO

n/a

RPO

n/a

**Data at Termination of Agreement:** Will the data be returned?  Yes  No  N/A

What assurance is provided for secure and complete removal?

n/a

### Section 4: Security Controls

Has the application been subjected to any breaches? If yes, include separately, enacted steps to mitigate including response and escalation processes

Yes  No

n/a

Are there known vulnerabilities?

Yes  No

List known vulnerabilities

n/a

Are these known vulnerabilities currently being addressed?  Yes  No  N/A

How often is software/system tested for vulnerabilities?

n/a

Does the vendor use an automated/manual source code analysis tool for secure coding?

Yes  No  N/A

**Monitoring and Event Management:** Describe how the product can be monitored for performance, reliability, and security. Include how the product reacts to events that are raised during normal operations.

n/a

Can the product forward events to a central log repository or System Event and Incident Management (SEIM) platform?

Yes  No

**Patching:** Describe how the product is patched and updated. Include how frequently the vendor provides security fixes and updates and how cloud servers will be protected.

n/a

If the hardware is *onsite*, can County engineers apply patches?  Yes  No

If *hosted*, please provide version, service pack, patches, and how will the server be maintained to the latest patch level?

n/a



**Tenancy:** Describe how San Mateo County data resides with other customer data in the hosted environment-- i.e., is the data co-mingled in a single database, or are there separate customer databases?

n/a

Does vendor have the ability logically segment or encrypt data so that the data can be produced for a single tenant only  Yes  No

**Hosted Platform:** Please describe the vendor's technology platform in the hosted environment-- both application, database, and/or other layers (e.g., Ruby on Rails, Redis Cache, MongoDB)

n/a

Does vendor provide configuration and optimization of cloud services?

Yes  No

Does the vendor provide space availability to avoid resource exhaustion issues?

Yes  No

**Network Defenses:** Please describe how the vendor's network perimeter is protected, including whether an IPS/IDS and anti-virus system is activated, and if there is a central logging facility for perimeter events

n/a

Does the vendor conduct network penetration tests on cloud service infrastructure regularly?  Yes  No

**Service Levels and Incident Response:**

What is the service level for this hosted product, and how does the vendor guarantee that level for its customers? Include how the vendor notifies customers of incidents that do not meet service levels

n/a

**Forensic Analysis:** Who would perform a forensic analysis of a breach if one were to occur at the vendor site

n/a.

**Data Loss Events:** Has the vendor experienced any data loss incident which required reporting to regulatory authorities in the past 24 months?

Yes  No

n/a

**IP Restrictions:** Does the vendor's hosted site have the capability restrict access to San Mateo County's public IP address space?

Yes  No

n/a

## Section 6: Support and Maintenance

Does the vendor provide proactive system monitoring tool(s) for health check and latency detection that extends to cloud services, as needed?  Yes  No

If yes, identify tool(s) used

n/a

Is monitoring 24x7?  Yes  No

If not, how often?

n/a

Does the vendor track performance against SLAs?  Yes  No

Is provided vendor support located in the US?  Yes  No

If no, provide location

n/a

Will vendor require VPN? \*  Yes  No Is site-to-site VPN required? \*  Yes  No \*Vendor required to fill out request form

Does vendor use own remote access tool? \*  Yes  No If yes, identify remote access tool used

n/a

Are there ports/protocols required to be open for support or VPN access?  Yes  N/A

List ports and protocols

n/a

Does the vendor provide maintenance procedures?  Yes  No

How often are patches/upgrades/maintenance performed on the system?

n/a

Will vendor notify County at least 2 weeks in advance for maintenance?  Yes  No

Is there anticipated downtime related to upgrades or maintenance?  Yes  No

Is there a strategy including methodology for upgrading the infrastructure to ensure technology advances and security?  Yes  No

## Section 7: References

### Password Policy

The County of San Mateo's Information Security Policy requires new technology implementations that use passwords to adhere to the following password requirements:

#### County of San Mateo Password Requirements

1. All users must have unique account IDs that identifies a single account owner
2. First time password must be unique to an individual, and require change upon initial login
3. The permanent / long term password requires an enforceable change every 60 days
4. The password must enforce a minimum of at least 8 characters, and contain at least one character from *three* of the following:
  - a. Lower Case
  - b. UpperCase
  - c. Numbers
  - d. Special Characters
5. Password may not be reused – system is configured to remember last 12 passwords

### Data Classification Standards

In order to apply the proper security safeguards to digital assets, the County of San Mateo classifies new technology both to a Sensitivity and Criticality class. The following information defines those classification standards and is added as a resource to answering the questions in Section 2, 'Product Information'.

Sensitivity Class	Description	Criticality Class	Description
Public	<p><b>Public data</b> is information assets that can be disclosed without restrictions. Permission to release or share data does not require approval. Examples:</p> <ul style="list-style-type: none"><li>• Information typically included on the San Mateo County website— County addresses, department phone numbers, generic department emails,</li><li>• Applications, request forms, press releases</li></ul>	Useful	<p><b>Useful data</b> is information assets helpful to the mission of the health system, but whose availability isn't necessary to maintain day-day operations. Useful data is often characterized with low risk in case of loss or compromise. Examples:</p> <ul style="list-style-type: none"><li>• Printers and Fax machines where there are multiple alternatives</li><li>• Images of workstations that can be rebuilt if necessary</li><li>• Training materials</li><li>• Reports that can be reproduced from original sources</li></ul>
Internal	<p><b>Internal data</b> is intended to be used only within San Mateo County, but disclosure poses minimal business impact, and may even be subject to release per the County's Open Data Policy. Permission to share publically is to be given by the data steward or through committee approval. Examples:</p> <ul style="list-style-type: none"><li>• Business plans, budgets, vendor lists, vendor contracts</li><li>• Memo's, meeting minutes, policies/procedures</li></ul>	Important	<p><b>Important data</b> is information assets whose availability is valuable for maintaining day-day operations, but service levels can tolerate an unscheduled period of downtime. Downtime for important data is acceptable at certain days/hours in given week, but usually no longer than three (3) consecutive days for any single event. Examples:</p> <ul style="list-style-type: none"><li>• Software systems that are only used during the weekday and/or normal business hours</li><li>• Software systems where data sets updates are not updated frequently, and business tasks can be deferred without service impact</li><li>• Managed Services run by the State of California</li><li>• Systems where contingency plans can maintain service levels</li></ul>
Confidential	<p><b>Confidential data</b> is information assets that, if compromised, could adversely impact customers or San Mateo County business. This information is to receive data protection for storage and transport, should only be used for business purposes, and where possible be identified as confidential by those who use it. Examples:</p> <ul style="list-style-type: none"><li>• Social Security Numbers, Driver's license number, credit cards</li><li>• Personal addresses, phone numbers, private email addresses</li><li>• Access codes or passwords</li></ul> <p>A compromise of Confidential data is to be reported as a security incident, as outlined in the County's Incident Response Plan.</p>	Essential	<p><b>Essential data</b> requires nearly continuous uptime. Business processes are adversely affected with even a small amount of unscheduled downtime, impacting the job performance of the workforce and services to customers. Access to these information assets typically requires 24x7x7 availability, and must be rigorously protected. Examples:</p> <ul style="list-style-type: none"><li>• EMR Systems</li><li>• Identity Management Applications</li><li>• Core networking equipment</li></ul>
Restricted	<p><b>Restricted data</b> is Confidential data—except, the business impact for compromise is much greater. This includes civil penalties, regulatory redaction for organizational credentials, and formal notification to federal, state, and local authorities. Restricted data typically involves information that has contractual, legal, or regulatory obligations to protect the data in the utmost manner. Examples:</p> <ul style="list-style-type: none"><li>• Medical Records and other Protected Health Information (PHI)</li><li>• Employee criminal background checks</li></ul> <p>The organization as a whole— along with data stewards— is responsible for designating data as Restricted. A compromise of Restricted data is to be reported as a security incident, as outlined in the County's Incident Response Plan, and included notification to the County's Privacy Officer.</p>		

## Section 8: Non-Compliance

Please explain area(s) of non-compliance. Provide information as to the services or systems that would be impacted as well as the proposed remediation/mitigation, if any.

**NOTE:** All non-compliance must file an Information Security Risk Acceptance Form

Evo is only providing Project Management Services for the county, no systems or applications are provided thru EVO.



## Section 9: Other Documents

Please include any pertinent documents, diagrams of network, and/or data flow architecture. Please note other documents may be requested.

Documents included?  Yes  No

Network Diagrams \* required  Yes  No

Data flow diagram \* required  Yes  No

Other security documents  Yes  No

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This assessment was prepared by (Print Name) Michael Byrkema

Signature



Date 3/29/2023

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