

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CUSHMAN COMPUTER CONSULTING, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Cushman Computer Consulting, Inc, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, on November 17, 2015, the parties entered into an agreement for the development and creation of a Revenues and Claims database for the Human Services Agency's Financial Services branch, through Resolution #074200, in the amount of \$796,500 and for the term of November 1, 2015 through June 30, 2018 (the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement to allow for expansion of the Revenue and Claims system in expectation of new claiming requirements, extend the term through June 30, 2020, and increase the amount of the Agreement by \$210,000 to a total amount of \$1,006,500.

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

1. Section 1, Exhibits and Attachments, is amended to read as follows:

Exhibit A—Scope of Work (**Revised November 2017**)
Exhibit B—Payments and Rates (**Revised November 2017**)
Attachment H—HIPPA Business Associate Requirements
Attachment IP—Intellectual Property

2. Section 3, Payments, is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement, Exhibit A (Revised November 2017), County shall make payments to Contractor based on the rates and in the manner specified in Exhibit B (Revised November 2017). 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 **ONE MILLION SIX THOUSAND FIVE HUNDRED DOLLARS** (\$1,006,500).

3. **Section 4, Term**, is amended to read as follows:
Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 1, 2015 through June 30, 2020.

4. **Section 20, Compliance with Living Wage** is hereby added to the Agreement as follows:

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.

5. **Section 18, Notices**, is amended to read as follows:

In the case of County, to:

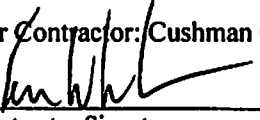
Name/Title: Jacinta Arteaga, Chief Financial Officer, Human Services Agency
Address: 1 Davis Dr., Belmont, CA 94002
Telephone: 650-802-5032
Email: jarteaga@smcgov.org

6. **Exhibit A, Scope of Work**, is replaced in its entirety by Exhibit A, Scope of Work (Revised November 2017), which is attached hereto and incorporated by reference herein.
7. **Exhibit B, Payments and Rates**, is replaced in its entirety by Exhibit B, Payments and Rates (Revised November 2017), which is attached hereto and incorporated by reference herein.

All other terms and conditions of the Agreement dated November 17, 2015, between County and Contractor shall remain in full force and effect.

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

For Contractor: Cushman Computer Consulting, INC.


Contractor Signature

7 Nov 2017
Date

KEN W. CUSHMAN
Contractor Name (please print)

COUNTY OF SAN MATEO

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

Date: _____

ATTEST: _____

By: _____
Clerk of Said Board

Exhibit A
Scope of Work
(Revised November 2017)

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following Revenue and Claims Data System developments and enhancements:

1. Service expansion under this Amendment for Fiscal Years 2017- 2019:

a. CA800 & CCR changes

Contractor will enhance County's Revenue and Claims databased (REXp) to handle changes to the County Assistance Claim (CA800) and The Statement Of Cash Advances (AA190) receipt files as a result of the latest round of state changes, particularly the Continuum of Care Reform (CCR) changes. This enhancement will allow users to map and upload the latest updated state claims and receipt files.

b. REXp User Manual

Contractor will create a full User Manual for REXp. The Manual will be delivered in PDF format so it can be accessed online as well as printed out. The manual will contain detailed information for each REXp page. The Manual will also contain:

- a step by step guide for how to accomplish certain common, required tasks (Reports for Catalog of Federal Domestic Assistance (CFDA) Single Audit, Loading Claims, etc.)
- a troubleshooting section detailing how to resolve common errors
- a detailed guide to how the cross reference fields are used in the reports

The Manual will be built to assist current users of REXp as well as a training guide that can be presented to new users.

c. CalWIN Adjustment Claims

Contractor will enhance REXp to allow users to upload California Work Opportunity and Responsibility to Kids Information Network (CalWIN) adjustment claims and create appropriate adjustment claim entries. These adjustment entries, along with the original claim entries, will be shown on all reports as expected.

d. Measure K (formerly known as Measure A)

Contractor will enhance REXp to incorporate Measure K (San Mateo County Sales and Use Tax) into the standard REXp claim, revenue and reconciliation process. The daily automated Onesolution Finance and Accounting System (OFAS) load process will be modified to parse the OFAS records to create Measure K 'claims' based on County's Job Org in OFAS. The OFAS load process will also be modified to load non-receipt based revenue (e.g. receipts delivered to county outside the AA190s), including but not limited to Measure K revenue. These new revenue and claim records will allow REXp users to view Measure K 'claims' and revenue in the standard REXp claim, OFAS, and reconciliation reports, and will expand the use of REXp beyond the programs included in the standard claim and AA190 receipt files.

e. Compliance and Modifications

This proposed list of features for each enhancement may be modified during further discussions with County to meet the objectives of automating and modernizing the claims and revenue reconciliation process. Maintenance releases installed roughly

1-2 months after each major enhancement, minor modification or to fix any bugs, are included in the release cost.

2. Services under the original Agreement for Fiscal Years 2015-2017:

Release	Target Date	Features
v1.0 (Base)	contract execution + 9 months	<ul style="list-style-type: none"> Automated load of spreadsheet (.xls, .csv, etc.) data Automated load of Foxpro .dbf data Automated load of paper reports (if any) via OCR Conversion of historical data in Revenue DB Basic reconciliation reports (online) System security: logins with complex passwords, IP restrictions, etc. System logs: user and access history User training (in person and online) Online Help pages
v1.1	v1.0 + 3 months	<ul style="list-style-type: none"> Expand reconciliation reports to allow creation in pdf, xml, csv versions Ability to view/download original emailed spreadsheets Automated load of IFAS/IFMIS extract
v2.0 (Expanded functionality)	v1.1 + 3 months	<ul style="list-style-type: none"> Tickler system: what needs to be done (items out of balance, what is (over)due, etc.) Expansion of reporting system (increased selection criteria, report formats) Ability for users to add comments to a claim, journal entry, period or program
v2.1	v2.0 + 3 months	<ul style="list-style-type: none"> Graphical reports for any historical time periods Ability to add adjustments Automatically deliver reports by email and alerts to mobile devices

This proposed schedule list of features for each release may be modified during further discussions with HSA to meet the objectives of automating and modernizing the claims and revenue reconciliation process. Maintenance releases installed roughly 1-2 months after each major release to add minor modifications and fix any bugs uncovered are included in the release cost.

3. Support

Software support and technical services are provided through a help desk available by email or phone for emergencies. Response is guaranteed within 24 hours. HSA commits to providing the necessary resources in business expertise, facility space and computer interconnections in order to meet the established timeframe.

4. Compliance

Contractor meets the Compliance with all other County security and privacy requirements as deemed acceptable by County's Information Services Department (ISD) on October 30, 2017. A proposed implementation plan has been developed for system updates, changes and additional features.

(End of Exhibit A)

Exhibit B
Payments and Rates
(Revised November 2017)

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor according to deliverable dates and upon itemized invoice detailing completion of each deliverable described below in the amount associated with each deliverable.

1. Contractor shall invoice County for actual costs based on the amounts listed in table A, incurred for the term of November 1, 2017 through July 1, 2019. Contractor must provide detailed invoices listing the description of the enhancement or service, the installation date and the amount of the costs.

Table A.

Service expansion under this Amendment for Fiscal Years 2017-2019 Enhancements

Description	Invoice Amount Not to Exceed	Release	Due Date
CA800 Changes and CCR integration	\$5,000	v3.0	Contract + 2months
CalWIN adjustment claims	\$25,000	v3.0	Contract + 2 months
Measure K	\$30,000	v3.1	Contract + 4 months
User Manual	\$33,250	v3.2	Contract +6 months
Total Enhancements	\$93,250		

Other Invoices:

Description	Invoice Amount Not to Exceed	Release	Due Date
Balance of FY17-18 Maintenance, Administration, Help Desk and Support	\$6,750	n/a	Contract signing
Maintenance, Administration, Help Desk and Support FY18-19	\$55,000	n/a	July 1, 2018
Maintenance, Administration, Help Desk and Support FY19-20	\$55,000	n/a	July 1, 2019
Total Other Invoices	\$110,000		

Table B.

**Services under the original Agreement for Fiscal Years 2015-2017
San Mateo Revenue Project Deliverables and Payment Schedule**

Deliverables/Payments FY 2015-16	Amount	Deliverable Date
Project initiation	\$90,000	at contract execution
Conversion of Revenue DB (MS Access)	\$90,000	January 1, 2016
Basic Online Reconciliation Reports	\$90,000	March 1, 2016
V1.0 completion	\$77,500	June 15, 2016
Implementation, Training, Online Help	\$50,000	June 30, 2016
Total FY 2015-16	\$397,500	
Deliverables/Payments FY 2016-17		
Support, Help desk, System Admin, Maintenance FY16-17	\$49,500	July 1, 2016
Implementation v1.1	\$100,000	October 1, 2016
Implementation v2.0	\$100,000	January 1, 2017
Implementation v2.1	\$100,000	April 1, 2017
Total FY 2016-17	\$349,500	
Deliverables/Payments FY 2017-18		
Support, Help desk, System Admin, Maintenance FY 2017-18	\$49,500	July 1, 2017
Total FY 2017-18	\$49,500	

Costs may be transferred between line items listed in Table A and Table B only if agreed upon by both parties in writing prior to invoice being issued by Contractor and the total costs do not exceed the Agreement obligation. Invoices shall be sent electronically to WHarven@smcgov.org with a copy to the Human Services Agency's CFO (JArteaga@smcgov.org). Payments shall be made within forty five (45) workdays upon receipt of Contractor's invoice.

2. All services performed by Contractor must support services shown in the Exhibits and Attachments and are subject to the terms and conditions of the Agreement. Charges invoiced by Contractor for services performed that are not in accordance with the terms and conditions of the Agreement and the Exhibits and Attachments may be deemed by County as disallowed costs. County is not obligated to pay for disallowed costs. In addition, Contractor is not entitled to payment for services shown in the Agreement that are not performed or completed.
3. **Fees Waived**
In consideration of the assignment of intellectual property rights to Cushman Computer Consulting for software content and development, all software use fees to County are waived in perpetuity.
4. Total costs shall not exceed **ONE MILLION SIX THOUSAND FIVE HUNDRED DOLLARS (\$1,006,500)** for the term of the Agreement.

(End of Exhibit B)