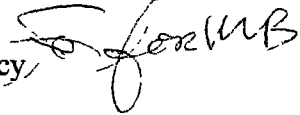


COUNTY OF SAN MATEO
Human Services Agency

DATE: April 13, 2001

HEARING DATE: April 24, 2001

TO: Honorable Board of Supervisors

FROM: Maureen Borland, Director, Human Services Agency, 

SUBJECT: Authorize an Agreement with Deloitte Consulting, for Professional Services and the Purchase and Installation of Informatica Software

RECOMMENDATION

Adopt a resolution waiving the RFP process and authorizing execution of an agreement with Deloitte Consulting, for a Data Warehouse and the purchase of Informatica software to support Outcome Based Management (OBM), and Federal, State and Agency reporting requirements.

Background

Due to the rise of Outcome Based Management (OBM) and the increase in the types of benefit programs being offered to the community, the Human Services Agency has determined that an easier, more exact and comprehensive means of extracting and reporting information is necessary.

Discussion

The Human Services Agency, in providing services to the community, uses twenty (20) discreet automation systems, some of them state-wide applications, some local. To query and report data from multiple transaction processing systems, a large-scale software application allowing for data migration and storage (Data Warehouse) is needed. A Data Warehouse allows for the integration of data from multiple systems, provides safeguards for ensuring that data is accurate and complete and offers a means of extracting information in a way that is secure, useful and meaningful.

In the fall of 2000, the Human Services Agency engaged the Information Services Department in a project to do analysis and determine what solutions would best meet the needs of the Agency. ISD, in association with HSA, conducted interviews, did product research, hosted vendor demonstrations and spoke with numerous counties in order to make the following recommendations:

- Deloitte Consulting, will provide requirements definition, analysis, design, development and implementation of a Data Warehouse Pilot. Additionally, Deloitte Consulting, will ensure a process of knowledge transfer through team partnership and regular communication that will enable HSA and ISD staff to continue the evolution of development that must occur over a period of time as the system grows.
- ISD will provide project management and technical support throughout the lifecycle of the project.

- As part of this resolution Informatica software will be purchased through Deloitte Consulting, and used to extract data from the operational systems, perform data transformation and cleansing, and load specific data into the warehouse

Additional components of the project that are not part of this resolution are

- Oracle 8i database will be used for data storage.
- Business Objects will be used to allow end-users to perform on-line queries and create reports.

HSA's decision to contract with Deloitte Consulting resulted from a December 2000 informal request for proposal. Deloitte Consulting was selected from three respondents to assist HSA in the implementation of the Data Warehouse. The selection was based on Deloitte's expertise in the solution set chosen by HSA, as well as their knowledge of data warehousing. Additionally, similar implementation contracts with Deloitte Consulting have proven to be successful projects. Hence, it is to the county's best interest to avoid a costly and redundant RFP process in this case.

This agreement does not contain the standard "Enforcement of Non-Discrimination-provisions" because as a world-wide corporation, Deloitte requested changes to involve the elimination of language regarding the examination of employment records, a restriction of complaint filing to within California, and the inclusion of language allowing for County authority only if the contractor is to be found in violation of non-discrimination provisions.

The County Counsel reviewed and approved changes to contract language contained in the County agreement.

We ask that, given the County's long standing relationship with Deloitte and the significance of this project to the Agency, you approve the contract as written.

Fiscal Impact

The total cost of the Data Warehouse project is estimated at \$1,087,308 in FY 2000-01 and \$171,844 in FY 2001-02. Ongoing expenses, after project completion, are currently estimated at \$96,844 beginning FY 2002-03.

Of the \$1,087,308 for FY 2000-01, the agreement with Deloitte Consulting represents a total of \$730,505 (\$600,000 for consulting services and \$130,505 for the purchase and installation of the Informatica software). The balance of \$356,803 is the estimated charges for ISD for project management, staff hours and various hardware and miscellaneous software needs.

There is sufficient funding for this project in the FY 2000-01 overall budget for Central Administration, although an Appropriation Transfer Request will be submitted by May 2001 to transfer Services and Supplies appropriation for this project to Other Charges to cover the ISD charges. There is no Net County Cost increase associated with this project.

RESOLUTION NO. _____

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

**RESOLUTION WAVING THE REQUEST FOR PROPOSAL PROCESS AND
AUTHORIZING EXECUTION OF AN AGREEMENT
WITH DELOITTE CONSULTING**

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

WHEREAS, the parties wish to enter into an agreement to provide a Data Warehouse to support Outcome Based Management (OBM). and Federal, State and Agency reporting requirement services; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance, an agreement between the County of San Mateo and Deloitte Consulting, reference to which is hereby made for further particulars, and the Board of Supervisors has examined and approved same as to both form and content and desires to enter into the same,

WHEREAS, there has been presented to this Board of Supervisors for its consideration and approval a request to waive the Request for Proposal process for said Data Warehouse software and services, and

WHEREAS, the Board has determined that the best interests of the County would be served without the necessity of the request for proposal process, and

WHEREAS, the Board has examined and approved the agreement as to both content and desires to approve them:

NOW, THEREFORE, IT IS HEREBY RESOLVED that (1) the request for proposal process is waived, (2) the Board of Supervisors is hereby authorized and directed to execute said agreement with Deloitte Consulting, for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

**SAN MATEO COUNTY AGREEMENT
WITH CONTRACTOR
FOR CONSULTING SERVICES**

This Agreement entered this 1st of March 2001, by and between the COUNTY OF SAN MATEO a political subdivision of the State of California, hereinafter called COUNTY and **Deloitte Consulting**, hereinafter called Contractor

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing services hereinafter described

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

1. **Exhibits:**

Exhibit A Scope of Work
Exhibit B Deloitte Consulting General Business Terms
Exhibit C Deloitte Consulting Technology Procurement Quotation
Exhibit D Addendum to Exhibit B General Business Terms
Exhibit E Enforcement of Non-Discrimination-Provisions
Attachment E Addendum to Exhibit E

2 **Services to be performed by Contractor** In consideration of the payments hereinafter set forth, Contractor shall perform services, and provide computer Software for County in accordance with the terms, conditions and specifications set forth herein and in Exhibits A, B, C, D, E and attachment E attached hereto and by this reference made a part hereof

3 **Term:** The term of this Agreement shall be from 03/01/2001 to 2/28/2002

4. **Payments.** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibits A" County shall make payment to Contractor in the manner specified in Exhibit A". 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. In no event shall total payment under this Agreement exceed **\$730,505**, of which \$600,000 is for services, and \$130,505 is for Informatica and software installation purchased through Deloitte Consulting.

5. **Relationship of the Parties:** It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor

6. **Non-Assignability:** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement

7. **Hold Harmless:** See Exhibit D

8 **Non-Discrimination:** Contractor shall comply with the non-discrimination requirements described below

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

- 1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in,

be denied the benefits of, or be subjected to discrimination in the performance of this contract

- 2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons.

B. **Non-Discrimination - General.** No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement

C. **Non-Discrimination - Employment.** Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement Contractor's affirmative action policies shall be made available to County upon request

9. **Sole Property of the County:** See Exhibit D.

10. **Access to Records:** The County, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions Contractor shall maintain all required records for three years after County makes final payments and all other pending matters are closed

11. **Merger Clause:** This Agreement including Exhibits A,B,C,D,E and attachment E attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding All subsequent modifications shall be in writing In the event of a conflict between the terms, conditions or specifications set forth herein and those in the Exhibits attached hereto, the terms, conditions or specifications set forth in the body of this agreement shall prevail.

12. **Confidentiality:** All financial, statistical, personal, technical, and other data and information relating to the County's operations which is made available to the contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more. The Contractor shall not, however, be required by this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Agreement, or is rightfully obtained from third parties

13. **Title:** See Exhibit D

14. **Cancellation Clause** The Human Services Agency or Contractor may terminate this Agreement at any time for any reason by providing notice of termination to the other

party. Termination shall be effective on a date not less than thirty days from notice. In the event of termination under this paragraph, Contractor shall be paid for all work satisfactorily performed until termination, except where County Information Services Department determines the quantity or quality of the work performed does not substantially conform to the requirements stated herein

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY BOTH PARTIES

COUNTY OF SAN MATEO
A Political Sub-division of the
State of California

By _____
Michael D Nevin, President
Board of Supervisors, County of San Mateo

By 
DELOITTE CONSULTING L.P
By: Deloitte Consulting (US) LLC

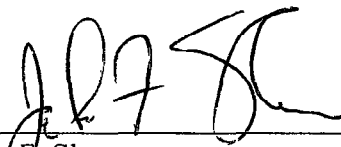
By: 
John F. Skowron
Principal 4/10/01

EXHIBIT "A" Scope of Work

Contract between the County of San Mateo, hereinafter called "County", and Deloitte Consulting hereinafter call "Contractor".

A. Project Background

This document describes the scope of data warehousing support services for the requirements, design, development and implementation of a Data Warehousing Pilot for the County of San Mateo. It outlines the tasks to be completed, responsibilities for completing those tasks, deliverables, and acceptance criteria for deliverables. In addition, this scope of work outlines the processes for project management including issue tracking and review, project status reporting, deliverable review and approval, and change orders.

The initial focus of the Data Warehouse Pilot will integrate data from multiple sources. The project will also focus on the data represented on key business questions. The initial moving forward position will be validated in the early stages of the pilot project.

Critical required data, as determined in the Business Requirements Definition task, will be integrated into new relational structures which may include an operational data store/staging tables (ODS), and/or Data Warehouse. Complimentary Business Objects universes will be created to view the data in the Data Warehouse. A preliminary vision for the entire process is represented in the diagram below.

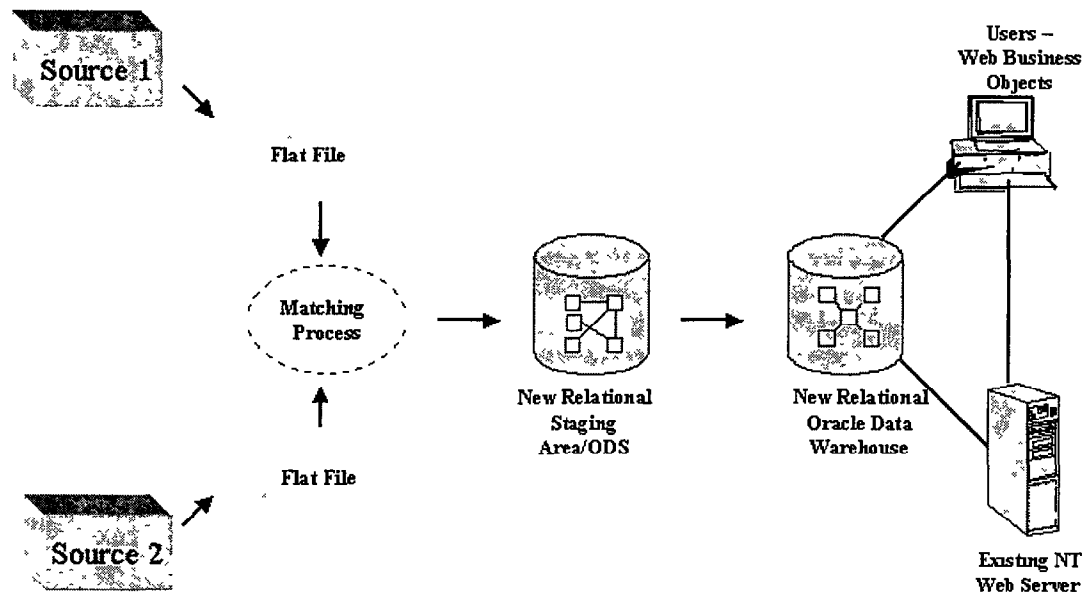


Figure 1: Preliminary Vision of the Pilot Data Warehouse Project

B. Software Tools

The following software tools will be used by Deloitte Consulting, for the implementation of the data warehouse solution for San Mateo County's Human Services Agency:

- Informatica / COBOL – Extract-Transport-Load tool
- Oracle 8i – Database
- Business Objects – Query tool

C. Data Warehouse Pilot Tasks

The following are the tasks that will be executed as part of the Data Warehouse Pilot Project. **Deloitte Consulting will provide data warehouse support services to the County throughout the project. The goal of Deloitte involvement will be to assist and guide the County as it undertakes data warehouse pilot project.**

1. Project Initiation/Management

In this task, Deloitte Consulting and County will confirm the initial scope, finalize workplan and resource requirements, determine the organization, logistics, communication methods and management processes for the Data Warehouse Project. Project management occurs throughout the other activities of the project and influences the productivity of the team as a whole. A properly planned and managed project significantly increases the probability of reaching a successful project conclusion within budgeted time frames and budgeted resources. Knowledge transfer will be provided through bi-weekly knowledge transfer sessions, throughout the project period. County and Deloitte Consulting staff will work side by side while operating and supporting all aspects of the Data Warehouse.

County Responsibilities

- Establish Steering Committee meeting schedule
- Provide office space
- Provide access to standard office equipment (PCs, phones, fax, copier)
- Provide appropriate network and resource access
- Establish project servers & directories
- Assist with revising workplan with County resource assignments
- Coordinate County project personnel and resources
- Assist with establishing document and deliverable templates
- Assist with development of material for Knowledge Transfer Sessions
- Conduct Knowledge Transfer Session

Deloitte will assist the County with the following tasks:

- Confirm Initial Scope of Pilot
- Finalize Resource Requirements
- Finalize Work Plan
- Establish Weekly Status Meeting Schedule
- Establish Issue Resolution Process
- Establish Project Status Reporting Procedures
- Establish Change Order Process
- Revise Workplan as Required (Account for Vacation Schedules, Holidays, etc)
- Coordinate Deloitte project personnel and resources
- Establish Bi-weekly Knowledge Transfer Session Schedule
- Assist with establishing project server resources & directories
- Establish document and deliverable templates
- Develop material for Knowledge Transfer Sessions
- Assist with delivering Knowledge Transfer Sessions

Deliverables

- N/A

Completion Criteria

- Review and acceptance of Issue Resolution and Change Order Processes
- Review and acceptance of Project Workplan

2. Business Requirements Definition for Pilot

In this task, the project will identify the functional and technical requirements for the Data Warehouse Pilot. Interviews with key stakeholders will be conducted. The pilot business questions will be identified. The measures and dimensions required to answer these business questions will then be documented. The pilot user community and their training needs will be identified. Standard report requirements as well as preliminary metadata requirements will also be determined. The deliverable resulting from this task will document the above as well as the pilot data fields, the pilot historical requirements, and the integration points.

At the end of this task, Deloitte Consulting will assist the County in prioritizing the business question to be supported by the data warehouse. A final decision will be made concerning the exact scope of the data that will be included in the Data Warehouse Pilot. Deloitte Consulting and County will mutually agree upon a scope of work, which can be completed in the remaining time and budget of the Data Warehouse Pilot project. Criteria for this decision will include the scope relevance to County strategic goals, data availability and data quality.

County Responsibilities

- Identify & coordinate Requirement Sessions
- Assist with decomposition of business questions
- Provide detailed information about data sources & integration
- Determine preliminary training needs assessment
- Assist with defining metadata requirements
- Define business definitions for measures, details, and dimensions
- Determine preliminary starting report requirements
- Determine prioritization criteria for business questions and data
- Recommend final scope of Data Warehouse Pilot to County Steering Committee

Deloitte will assist the County with the following tasks:

- Examine OBM Documents/Deliverables
- Conduct Requirements Sessions with Key Functional and Technical Stakeholders (Requirements Team)
- Identify Pilot Business Questions
- Decompose Business Questions to Determine Measures, Details & Dimensions
- Identify Pilot User base
- Map Preliminary Pilot Data Sources & Integration Points
- Identify Key Data Loading and History Requirements
- Assist with determining preliminary starting report requirements
- Assist in Prioritizing Business Questions and Data

Deliverables

- Business Requirements Definition for Pilot Document (includes Data Warehouse Pilot Scope Recommendations - criteria for decision, cost assessment, and recommendation to Steering Committee)

Completion Criteria

- Completed Requirement Sessions
- Review and acceptance of Requirements Document

Note. A key checkpoint for the project will be after the completion of the "Business Requirements Definition for Pilot" task. During this checkpoint, the County will prioritize the data to be included in the pilot based on their relevance to strategic goals, knowledge of data quality and what may be accomplished in the remaining timeframe. A limited scope must be defined to achieve the stated goal of implementation of the first iteration of the Warehouse by the end of May 2001. This will result in joint agreement by the County and Deloitte Consulting as to the scope and moving forward direction of the Pilot before the Design phase of the project begins.

3. Design

In this task, a detailed design for the data and OLAP components of the Data Warehouse Pilot will be produced which is based on business requirements. In addition, data will be mapped from sources to targets and extraction, transformation, cleansing and aggregation requirements for data elements will be determined. Candidate data will be reviewed to determine the integration points among the various source systems. The project staff will design all extraction, transformation and load processes to access data from the flat file extracts provided by the County and include it in the Data Warehouse. Cleansing, validation, scheduling, and error handling procedures will all be designed in this strategy task. Business Objects reports and universes will be designed.

County Responsibilities

- Assist with producing Logical Data Model for Pilot
- Assist with producing Physical Data Model for Pilot
- Assist with determining Business Objects Universe Structure
- Assist with determining Object Names and Organization
- Assist with data mapping and data modeling
- Provide detailed information about data sources & integration
- Assist with definition of transformation, aggregation, cleansing and validation requirements
- Assistance with resolution of data issues and gaps
- Prioritize business questions and data
- Establish Technical Infrastructure
- Provide source system extract files
- Coordinate resources and meetings with County IT staff to Determine Scheduling and Resources Requirements
- Provide detailed information about data sources & integration
- Determine appropriate procedures and owners for error reports
- Assist with transformation, aggregation, cleansing and validation design

Deloitte will assist the County with the following tasks:

- Produce Logical Data Model for Pilot
- Produce Physical Data Model for Pilot
- Map Source Data to Targets
- Design Extraction/Transformation Requirements
- Design Transformation & Aggregation Requirements
- Design Preliminary Cleansing and Validation Requirements
- Design Business Objects Universe Structure
- Determine Object Names and Organization

Deliverables

- Design Document

Completion Criteria

- Completed data mapping
- Completed logical & physical data model
- Completed design documentation

4. Implement ETL Requirements

The ETL procedures designed in the Design task will be executed in this task by the project team. The extraction procedures, transformation and aggregation procedures, cleansing and validation procedures, and error handling procedures will be coded. Test data will be loaded into the Warehouse. Finally, the Design document will be updated.

County Responsibilities

- Create ODS database and database objects
- Create DW database and database objects
- Assist with populating test data
- Assist with Coding of Extraction Transformation and Load procedures
- Attend Code Walk-through
- Document Metadata
- Creation of business-related metadata terms
- Validate procedures for reviewing and handling error files

Deloitte will assist the County with the following tasks:

- Code Extraction/Transportation Processes
- Code Cleansing/Validation Processes
- Code Transformation Processes
- Code Aggregation Processes
- Code Error Reporting & Handling Processes
- Load Test Data
- Provide Code Walk-through with County Staff
- Update Design Document

Deliverables

- Completed ETL Processes (with test data load)

Completion Criteria

- Resolution to all data quality, gap and validation issues
- Validate test data is complete
- Validate error process output
- Review and acceptance of Updated Design Document

5. Develop Business Objects Universes and Reports

In this task the standard report requirements, objects and object organization identified in the Requirements and Design task will be confirmed. The project team will create the Business Objects repository and universes. Help text for each object will be developed and standard reports will be developed.

County Responsibilities

- Create Security Profiles
- Assist with Confirming Starting Report Requirements

- Assist with Confirming Object Names & Organization
- Assist with Creating Repository & Universes
- Assist with Creating Objects
- Develop Object Help Text
- Assist with developing Business Objects standards for future development
- Develop Starting Reports

Deloitte will assist the County with the following tasks:

- Assist with Creating Security Profiles
- Confirm Starting Report Requirements
- Confirm Object Names & Organization
- Create Repository & Universes
- Create Objects
- Assist with Developing Object Help Text
- Develop Business Objects standards for future development
- Assist with developing Starting Reports

Deliverables

- Completed Business Objects Universes & Reports

Completion Criteria

- Review and acceptance of Business Objects Universes and Reports

6. Testing

All processes that support the extract, transport, transformation and loading of data into the Warehouse will be tested. In addition, the validity of the data will be checked (on a limited basis). The Project will develop the test plan and develop a test discrepancy resolution process. Once data are loaded in the Warehouse, the Business Objects reports and universes are migrated to the test environment. The Project will involve County users to test the functionality of Business Objects universes and reports. Resolution and retesting of testing issues will be completed.

County Responsibilities

- Develop Testing Plan
- Assist with Migration of Repository, Universes & Reports to UA Test Area
- Install & Test Business Objects for County testing resources
- Assist in developing Test Plan
- Identify and provide adequate resources for testing tasks
- Modify Business Objects reports to resolve test discrepancies
- Retest test discrepancies

Deloitte will assist the County with the following tasks:

- Assist in the development of the Testing Plan
- Develop Test Discrepancy Resolution Process
- Perform limited data validation during testing
- Migrate Repository, Universes & Reports to Test Area
- Provide Technical Support to County Testers
- Modify ETL to resolve test discrepancies
- Modify Business Objects universes to resolve test discrepancies

Deliverables

- Test Results Document

Completion Criteria

- Review and acceptance of Test Results

7. Pilot Production Loading

In this task, production data will be loaded, the database will be optimized, and universes and reports will be migrated to the production environment

County Responsibilities

- Assist with Production loading process
- Review and handle error files
- Assist with Migration of Repository, Universes & Reports to Production Environment
- Coordinate issue resolution with ETL and data loading process execution
- Install required software on production users' PCs

Deloitte will assist the County with the following tasks:

- Execute all ETL Processes
- Randomly validate selected data during load to confirm quality
- Optimize database to comply with query performance requirements established *in testing*
- Migrate Repository, Universes & Reports to Production Environment
- Validate successful pilot data load
- Update Design Document (if required)

Deliverables

- Completed Data Load

Completion Criteria

- Review and acceptance of Data Load

8. Train Users

County will develop the training materials and administer training to the County users. This includes training on the end-user tool, Business Objects and training on the data in the Warehouse. Deloitte Consulting will provide technical assistance to County during this task.

County Responsibilities

- Develop Business Objects Training Materials
- Develop Data Training Materials
- Schedule Training Courses
- Execute User Training
- Evaluate User Training
- Follow-up on Issues Encountered During User Training
- Provide training facilities
- Actively attend training courses provided

Deloitte will assist the County with the following tasks:

- Technical assistance to County

Deliverables

- Training materials and courses (County responsibility)

D. Project Management Procedures

1. Issue Tracking & Review Procedures

County and Deloitte Consulting mutually will follow a formal issue tracking process to document issues and their resolutions. As an issue is identified, it will be documented in an Issues Log, given a due date for resolution by the County Project Manager and the Deloitte Consulting Project Manager, and assigned for research and evaluation to the appropriate Deloitte Consulting or County team member. On the given due date, it will be discussed at the weekly Status Meeting. Once a resolution is agreed upon, the selected alternative will be documented along with the issue in the Issues Log and signed off by both the Deloitte Consulting and County project management teams.

2. Status Reporting Procedures

A weekly Status Meeting will be held to review work accomplished, work planned, and any open issues. Items on this report include the following

- Work accomplished during period ending mm/dd/yyyy
- Work planned through next period ending mm/dd/yyyy
- Open Issues/Change Control

Deloitte Consulting will also present updates to the Data Warehouse Pilot project plan during the first Status Meeting of each month. In addition, Deloitte Consulting will provide County will a total of hours expended during the prior calendar month during the first Status Meeting of each month.

3. Deliverable Review and Approval Procedures

The Project Workplan can be modified in writing by the parties during the life of the project. Changes to the Project Workplan which affect deliverables' due dates must be accepted in writing by both parties.

We agree that we will mutually adopt the following procedures for deliverable review and approval:

- Drafts and outlines of all deliverables will be reviewed with the County Project Manager early in the development of each deliverable to be certain that Deloitte Consulting is meeting the expectations for that deliverable. Deloitte Consulting will incorporate any recommendations as appropriate.
- Deloitte Consulting will provide appropriate copies of each deliverable submitted for review (including appropriate number of copies of training materials) County will identify, in writing, specific deficiencies in their reviews of all deliverables. The identified deficiencies will be of the sort that will prohibit the system from functioning as intended. This review will be accomplished in 5 business days upon submission of the deliverable. After written comments have been received, Deloitte Consulting will modify the deliverable within 5 business days.
- Upon the receipt of the modified (or original, if no changes are required) deliverable, the County

Project Manager will have 5 business days to approve the revisions to the deliverable. Given the iterative nature of data warehousing engagements, a deliverable, once approved, provides the latest specifications for the Data Warehouse Pilot.

4. Change Order Procedure

Issues that arise in the course of a system development project which require change order, except for minor project adjustments mutually agreed as not impacting our cost estimates or delivery schedule, are generally of the following types.

- A proposed change to the requirements as specified in the this statement of work or in an approved Deliverable, including changes or additions to functions, processes, sub-processes, data sources, universes, and reports, etc.
- A new requirement which was not included in the Statement of Work.
- A proposed change to the approach, plans, phases and/or tasks (ours or yours) for the project as they are described in this statement of work, including their nature and the level of effort required

We expect that we will mutually adopt the following procedures for tracking these types of issues which potentially impact the cost or schedule of the project and which therefore require resolution

- When such issues, hereinafter referred to as System Change Issues, are identified by either party, they will be recorded and tracked on an Issues Log which will serve as the tracking mechanism for a System Change Issue through completion of all required decisions, approvals and actions.
- System Change Issue resolution is the responsibility of the County Project Director and the Deloitte Consulting Project Manager, or their written designees, as appropriate to the specific System Change Issue
- Generally, when System Change Issues are identified in advance of any impact, our mutual consideration of the Issue shall result in one of the following dispositions
 - A decision to proceed to implement the System change and to change the scope of work in our agreement accordingly, or
 - A decision to defer implementation of the System change, or
 - A decision not to proceed to implement the System change
- The disposition of the System Change Issue will be documented in the Issues Log maintained by Deloitte Consulting

If any approved System change results in an increase or decrease in Deloitte Consulting's level of effort or elapsed time required for the performance of any part of the work, an adjustment will be made in our fees and expenses or the project schedule, or both, and our agreement will be modified in writing accordingly

- For any change, which does not affect our level of effort, period of performance, payments, or any term or condition in our agreement, the System Change Issue resolution will be documented in a project memorandum signed by the County Project Manager or designee and the Deloitte Consulting Project Manager or designee
- For any change that affects our level of effort, period of performance, payments, or any term and condition included in our agreement, a negotiated amendment of the agreement will be prepared for approval and execution by County and Deloitte Consulting

5. Approach to Knowledge Transfer

The development and implementation of the Pilot Data Warehouse will be a partnership between the County and Deloitte Consulting. Our philosophy is to implement change that lasts and does not unravel once a project has ended. To that end, Deloitte Consulting will provide knowledge transfer that will

allow for the operation, maintenance and expansion of the data warehouse at the end of the implementation of the pilot. We will accomplish this in a collaborative mode, working side-by-side, on-site with the County staff

6. Initial Key Requirements

The following are initial key requirements for the Data Warehouse Pilot project:

- The County will supply extract files from the source systems, which will be used as input to the Warehouse
- The Extraction Transformation and Loading tasks of the pilot will be completed through the use of COBOL
- Given the short duration of this project, no significant data quality or transformation issues will be identified during the course of the pilot
- The matching process developed for this pilot will be simplified to focus primarily on a Social Security Number match or a simplified key match
- The metadata for the Pilot will be maintained in a spreadsheet format and created by the County.
- The County will implement the Technical Architecture identified in figure 1 no later than 4 weeks after the project start date
- County will be responsible for developing the training required for the Data Warehouse testing and implementation
- The Data Warehouse Pilot project will be executed on a hourly rate fee schedule with a key checkpoint after the completion of the “Business Requirements Definition for Pilot” task. During this checkpoint, the County will prioritize the data to be included in the pilot based on their relevance to strategic goals, knowledge of data quality and what may be accomplished in the remaining timeframe. A limited scope must be defined to achieve the stated goal of implementation of the first iteration of the Warehouse by the end of May 2001. This will result in joint agreement by the County and Deloitte Consulting as to the scope of the Pilot before the Design phase of the project begins
- The Data Warehouse Pilot Scope Agreement process will be completed within 5 working days of the completion of the Requirements task. This will therefore not cause a delay in the project timeline.
- The Data Warehouse Pilot will have one data load. This load will contain 3 months of historic data. This is assuming that the data structure in the source system will support this historic data analysis
- The number of Business Objects standard reports will be limited to ten (10).
- Timely access to required County documentation and state staff will be provided
- County staff resources will be available to complete data requests and other activities assigned in a quality fashion and within the approved schedule
- The County and Deloitte Project Managers will mutually agree upon a start date for the Data Warehouse Project

E. Deloitte Consulting Pricing

Given the iterative nature of this project Deloitte Consulting proposes the following hourly rate fee schedule. This approach will allow the County to easily adjust the level of Deloitte involvement to the particular project situation. The fee structure is based on a hourly rate by level. This rate is inclusive of all expenses associated with this effort. The total cost associated with this effort will not exceed \$600,000. Invoicing will be submitted on a monthly basis.

Deloitte Consulting Level	Hourly Rate	Estimated Hours
Partner	\$ 296	32
Senior Manager	\$ 266	60
Manager	\$ 248	0
Senior Consultant	\$ 238	721
Consultant	\$ 177	1040
Systems Analyst	\$ 152	1440

In no event shall the County's fiscal obligation for Professional Services under this agreement exceed an amount of \$600,000.

- Note: A key checkpoint for the project will be after the completion of the 'Business Requirements Definition for Pilot' task. During this checkpoint, the County will prioritize the data to be included in the pilot based on their relevance to strategic goals, knowledge of data quality and what may be accomplished in the remaining timeframe. A limited scope must be defined to achieve the stated goal of implementation of the first iteration of the warehouse by the end of May 2001. This will result in joint agreement by the County and Deloitte Consulting as to the scope of the Pilot before the Design phase of the project begins.*

GENERAL BUSINESS TERMS
1. Services.

- a) Deloitte Consulting will provide Client with the services described in the engagement letter proposal and/or statement of work to which these terms are attached. Deloitte Consulting's services may include advice and recommendations but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of and made by Client.
- b) The services may be performed away from the Client's site by Deloitte Consulting personnel under Deloitte Consulting's 3-4-5 Policy (or similar policies as may be adopted and amended by Deloitte Consulting from time to time) whereby such personnel spend four (4) days of each workweek (and no more than three (3) nights) at the Client's site(s) and the fifth day thereof at the personnel's resident city.

2. Payment of Invoices. Deloitte Consulting's invoices are due upon presentation. Invoices for which payment is not received within thirty (30) days of the invoice date shall accrue a late charge of the lesser of (i) 1½% per month or (ii) the highest rate allowable by law in each case compounded monthly to the extent allowable by law. Without limiting its rights or remedies, Deloitte Consulting shall have the right to suspend or terminate entirely its services if payment is not received within thirty (30) days of the invoice date.

3. Term. Unless terminated sooner in accordance with its terms, this agreement shall terminate on the completion of Deloitte Consulting's services hereunder. This agreement may be terminated by either party at any time with or without cause by giving written notice to the other party not less than thirty (30) days before the effective date of termination, provided that in the event of a termination for cause, the breaching party shall have the right to cure the breach within the notice period. Term of the agreement is from 3/01/01 to 2/28/

4. License and Ownership. SEE Exhibit D

- a) **Deloitte Consulting Technology.** Deloitte Consulting has created, acquired or otherwise has rights in, and may in connection with the performance of services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, processes, processes, know-how techniques, models, templates, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines and logic, coherence and methods of operation of systems (collectively the "Deloitte Consulting Technology").
- b) **Ownership of Deliverables.** For purposes of this engagement, "Deliverables" shall mean all work product first created by Deloitte Consulting for delivery to Client in connection with the services provided hereunder but shall not include any third party software or related documentation licensed directly to Client from a third party. Deloitte Consulting hereby (i) assigns to Client ownership of the Deliverables and (ii) grants to Client, a non-exclusive, royalty-free, worldwide, perpetual, nontransferable license to use, for Client's internal business purposes, any Deloitte Consulting Technology contained in the Deliverables. The rights granted to Client in this subparagraph are contingent upon Client's full and final payment to Deloitte Consulting hereunder.
- c) **Ownership of Deloitte Consulting Property.** To the extent that Deloitte Consulting uses any of its intellectual or other property in connection with the performance of its services, Deloitte Consulting shall retain all right, title and interest in and to such property, and except for the license expressly granted in this section, Client shall acquire no right, title or interest in or to such property.

5. Confidentiality.

- a) To the extent that in connection with this engagement each party comes into possession of any proprietary or confidential information of the other party ("Confidential Information"), each party agrees to use the Confidential Information of the other party solely for the purposes of this engagement and will not disclose such Confidential Information to any third party without the other party's consent. The terms of this engagement shall also be considered Confidential Information. Each party shall maintain the Confidential Information of the other party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information but in no event less than a reasonable degree of care.
- b) Confidential Information shall not include information which (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof, (ii) was disclosed to the receiving party on a nonconfidential basis from a source other than the disclosing party which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party, (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party, (iv) is required to be disclosed by order of a court of competent jurisdiction, administrative agency or governmental body or by any law, rule or regulation, or by subpoena, summons or any other administrative or legal process or by applicable regulatory or professional standards or (v) is disclosed with the written consent of the disclosing party.

6. Limitation on Warranties. THIS IS A SERVICES ENGAGEMENT. DELOITTE CONSULTING WARRANTS THAT IT WILL PERFORM SERVICES HEREUNDER IN GOOD FAITH AND IN A PROFESSIONAL MANNER. DELOITTE CONSULTING DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT'S EXCLUSIVE REMEDY FOR ANY BREACH OF THIS WARRANTY SHALL BE FOR DELOITTE CONSULTING, UPON RECEIPT OF WRITTEN NOTICE, TO USE DILIGENT EFFORTS TO CURE SUCH BREACH, OR, FAILING ANY SUCH CURE IN A REASONABLE PERIOD OF TIME, THE RETURN OF PROFESSIONAL FEES PAID TO DELOITTE CONSULTING HEREUNDER WITH RESPECT TO THE SERVICES GIVING RISE TO SUCH BREACH.

7. Limitation on Damages and Actions. SEE Exhibit D

- a) Each party agrees that the other party, its affiliates, agents and subcontractors and each of their personnel shall not be liable for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount in excess of the fees paid by Client to Deloitte Consulting under this engagement. In no event shall either party, its affiliates, agents or subcontractors or any of their personnel be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses or losses (including without limitation lost profits and opportunity costs) nor shall they be liable for any claim or demand against the other party by any third party. The provisions of this paragraph shall apply regardless of the form of action, damage claim, liability, cost, expense, or loss, whether in contract, statute, tort (including without limitation, negligence), or otherwise.

GENERAL BUSINESS TERMS (continued)

- b) No action regardless of form arising under or relating to this engagement may be brought by either party more than one year after the cause of action has accrued, except that an action for non-payment may be brought by a party not later than one year following the date of the last payment due to such party hereunder. ~~SEE Exhibit D~~
8. **Cooperation.** Client shall cooperate with Deloitte Consulting in the performance of the services hereunder including without limitation providing Deloitte Consulting with reasonable facilities and timely access to data information and personnel of Client. Client shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to Deloitte Consulting hereunder. Client acknowledges and agrees that Deloitte Consulting's performance is dependent upon the timely and effective satisfaction of Client's responsibilities hereunder and timely decisions and approvals of Client in connection with the services. Deloitte Consulting shall be entitled to rely on all decisions and approvals of Client.
9. **Non-Exclusivity.** This agreement shall not preclude or limit in any way (i) the right of Deloitte Consulting to provide consulting or other services of any kind or nature whatsoever to any individual or entity as Deloitte Consulting in its sole discretion deems appropriate, or (ii) developing for itself or for others materials that are competitive with those produced as a result of the services provided hereunder irrespective of their similarity to the Deliverables.
10. **Nonsolicitation.** During the term of this engagement and for a period of one (1) year thereafter neither party shall directly or indirectly employ, solicit or retain the services of the personnel of the other party for its own benefit or the benefit of another. A party shall not be in breach of this Section if those responsible for the solicitation hiring or retention of the other party's personnel were not aware of the prohibition contained in this Section, however, personnel of both parties engaged in the provision or acceptance of services hereunder shall be presumed to know of the prohibition. In the event a party breaches this provision, the breaching party shall be liable to the aggrieved party for an amount equal to thirty percent (30%) of the annual base compensation of the relevant personnel in his/her new position. Although such payment shall be the aggrieved party's exclusive means of monetary recovery from the breaching party for breach of this provision such a breach shall be considered a material breach of this agreement and the aggrieved party's remedies of termination, injunction and damages shall be cumulative.
11. **Waiver of Jury Trial.** EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE) RELATING TO THIS ENGAGEMENT.
12. **Other Terms.**
- a) **Force Majeure.** Except for the payment of money neither party shall be liable for any delays or other non-performance resulting from circumstances or causes beyond its reasonable control including, without limitation acts or omissions or the failure to cooperate of the other party (including without limitation, entities or individuals under its control or their respective officers directors, employees or other personnel and agents), acts or omissions or the failure to cooperate by any third party (other than Deloitte Consulting subcontractors), fire or other casualty act of God, strike or labor dispute war or other violence or any law order or requirement of any governmental agency or authority.
 - b) **Independent Contractor.** Each party is an independent contractor and neither party is nor shall represent itself to be an agent partner fiduciary joint venturer co-owner or representative of the other.
 - c) **Survival.** All sections herein relating to payment, license and ownership confidentiality warranties, limitations of warranties limitations on damages and actions non-exclusivity nonsolicitation, waiver and waiver of jury trial shall survive the termination of this agreement.
 - d) **Interpretation.** For the purposes of these terms, "Deloitte Consulting" shall mean Deloitte Consulting L P and its subsidiaries and all of their partners, principals, members, owners, directors, staff and agents and in all cases any successor or assignee.
 - e) **Notices.** All notices hereunder shall be (i) in writing (ii) delivered to the representatives of the parties at the addresses set forth in the engagement letter proposal and/or statement of work to which these terms are attached (unless changed by either party upon notice to the other party) and (iii) effective upon receipt.
 - f) **Assignment.** Except as provided below, neither party may assign, transfer or delegate any of the rights or obligations hereunder (including, without limitation, interests or claims relating to this engagement) without the prior written consent of the other party. Deloitte Consulting may, upon notice to Client, subcontract or delegate its obligations and responsibilities hereunder to its related and affiliated entities provided however, that Deloitte Consulting shall not be relieved of its obligations hereunder. Notwithstanding the foregoing either party may assign this agreement, without the consent of the other party, to an entity that has acquired all or substantially all of the assigning party's assets as a successor to the business.
 - g) **Waiver.** The failure of either party to insist upon strict performance of any of the provisions contained in this agreement shall not constitute a waiver of its rights as set forth in this agreement, at law or in equity or a waiver of any other provisions or subsequent default by the other party of any of the terms or conditions in this agreement.
 - h) **Entire Agreement.** These terms, the engagement letter proposal and/or statement of work to which these terms are attached including any Exhibits, constitute the entire agreement between Deloitte Consulting and Client with respect to this engagement and supersede all other oral and written representations understandings or agreements relating to this engagement and may not be amended except by a written agreement signed by the parties.
 - i) **Governing Law.** This agreement and all matters relating to this engagement whether in contract statute, tort (such as negligence) or otherwise, shall be governed by and construed in accordance with the laws of the State of California (without giving effect to the choice of law principles thereof). ~~SEE Exhibit D~~
 - j) **Severability.** If any provision of this agreement is found by a court of competent jurisdiction to be unenforceable such provision shall not affect the other provisions but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable preserving to the fullest extent permissible the intent of the parties set forth in this agreement. ~~SEE Exhibit D~~

Exhibit C

Technology Procurement Quotation

**Deloitte
Consulting**

To **County of San Mateo**
455 County Center
Redwood City CA 94063
 Attn **Clarissa Simon**
 Phone **650-599-1779** Fax

Quoted by **Charlie MacKenna**
 Quoted No **SAN100B**
 Quoted Date **22-Feb-01**
 Exp rat on Date **24-Mar-01**
 Master Sales Agreement No **SAN022701**

Qty	Environment	Description	Purchase Price
-----	-------------	-------------	----------------

Informatica PowerMart 4 7			
1	Production	PowerMart License	\$ 67 650 00
1	Dev/Test	PowerMart Lab License	\$ 24 805 00
5	Service	Implementation Services (Not to exceed 5 days)	\$ 15 500 00

Software Total \$ 92 455 00
Implementation Total \$ 15 500 00
First Year Annual Support and Maintenance Fees \$ 22 550 00
Grand Total \$ 130 505 00

	Configuration	
	Production System	Lab System
Hardware Make & Model	Intel	Intel
Operating System Software	WnNT	WnNT
Data Source Type(s)	TBD FF	TBD FF
Target Instance(s)	TBD FF	TBD FF
Class (# of CPUs)	Class II (2-4 CPUs)	Class II (2-4 CPUs)

NOTES

Informatica PowerMart includes

- * 1 Server Engine
- * 1 Repository
- * 1 Relational Database Source Type
- * 1 Target Instance
- * Unlimited Flat File Sourcing
- * Unlimited Developers

First Year Annual Support and Maintenance includes

- * 8am-5pm PST telephone hotline access to Informatica s Customer Support on Business days excluding holidays
- * 24-hour email access to Informatica Customer Support
- * Notification of all new product releases along with Release Notes
- * Free access to new releases of the product purchased by the customer
- * Free access to Webzine (electronic magazine including Tips & Techniques FAQ s etc) at Informatica s customer web site

Implementation Service includes

- * Product Installation
- * Sources and targets connected

**FREIGHT and SALES
TAX NOT INCLUDED**

1333 N California Blvd Suite 185 Walnut Creek CA 94596
 (877) 923-2638 fax (925) 974-1914

**Technology
Procurement
Quotation**

**Deloitte
Consulting**

To County of San Mateo
 455 County Center
 Redwood City CA 94063
Attn Clarissa Simon
Phone 650-599-1779 Fax

Quoted by Charlie MacKenna
Quoted No SAN100B
Quoted Date 22-Feb-01
Exp rat on Date 24-Mar-01
Master Sales Agreement No SAN022701

Qty	Environment	Description	Purchase Price
-----	-------------	-------------	----------------

* Sample mappings created

**FREIGHT and SALES
TAX NOT INCLUDED**

1333 N California Blvd Suite 185 Walnut Creek CA 94596
(877) 923-2638 fax (925) 974-1914

Master Sales Agreement

Deloitte Consulting

CUSTOMER NAME San Mateo County

MASTER SALES AGREEMENT NUMBER SAN022701

This Master Sales Agreement is made by the parties for the purpose of purchasing the products (including any parts, components and accessories hereinafter referenced as "Products") specified on the Technology Procurement Quotation. Customer understands and acknowledges that the Products are the products of third party providers ("Provider") and are not proprietary to Deloitte Consulting Product Services LLC.

1 PAYMENT TERMS

Payment in full is due upon receipt of an invoice. Interest on any payment or part thereof past due over thirty (30) days shall accrue at the rate of 1% per month.

2 TAXES

In addition to the purchase price or other charges to be paid by Customer under this Master Sales Agreement, Customer shall pay any applicable taxes, duties or assessments (however designated) (except taxes levied against Deloitte Consulting Product Services LLC income) including state and local use sales property and similar taxes. Customer agrees to pay such taxes unless Customer has provided Deloitte Consulting Product Services LLC with an exemption certificate for the applicable jurisdiction.

3 SHIPMENT AND DELIVERY

Shipment and delivery shall be in accordance with the Provider's terms and conditions and available schedule. Risk of loss shall pass to Customer at the time Provider transfers risk of loss. Deloitte Consulting Product Services LLC SHALL NOT BE LIABLE FOR ANY FAILURE OF PROVIDER TO MEET CUSTOMER'S DELIVERY DATES.

4 CANCELLATIONS AND RETURNS

Any charges incurred by Deloitte Consulting Product Services LLC as a result of changes to an order, cancellations or returns by the Customer shall be paid by Customer.

5 TITLE AND SECURITY INTEREST

Except in the case of software title to the purchased Products shall pass to Customer upon full payment of the purchase price. Customer hereby grants and Deloitte Consulting Product Services LLC reserves a security interest in the Products until Deloitte Consulting Product Services LLC receives full payment.

6 USE OF PRODUCTS

At the request of Deloitte Consulting Product Services LLC, Customer shall certify that the Products purchased hereunder are for its own internal use.

7 SOFTWARE LICENSE(S)

Customer agrees to be bound by and/or execute the Provider's software license agreement as required.

8 INDEMNIFICATION

Customer agrees to indemnify and hold Deloitte Consulting Product Services LLC harmless from any and all liability, loss and damages (including legal expenses) arising out of Customer's purchase, use or possession of the Products.

9 WARRANTIES

Deloitte Consulting Product Services LLC is not the manufacturer of the Products and makes no warranties of any kind with respect to the Products which are provided by Deloitte Consulting Product Services LLC AS IS.

Deloitte Consulting Product Services LLC does, however, to the extent possible, assign to Customer all warranties in the Product(s) provided by the Provider.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10 TERMINATION

Either party may terminate this Master Sales Agreement without cause upon thirty (30) days prior written notification to the other party. Upon such termination, any and all outstanding payments shall become due and payable.

11 LIMITATION OF LIABILITY

Deloitte Consulting Product Services LLC LIABILITY FOR ANY CLAIM RELATED TO THE PRODUCT(S) REGARDLESS OF THE FORM OF ACTION (I.E. WHETHER IN CONTRACT OR TORT OR PURSUANT TO STATUTE INCLUDING WITHOUT LIMITATION NEGLIGENCE OR STRICT LIABILITY) SHALL NOT EXCEED THE PAYMENTS MADE BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM. IN NO EVENT WILL Deloitte Consulting Product Services LLC BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS OR SAVINGS) EVEN IF CUSTOMER HAS ADVISED Deloitte Consulting Product Services LLC OF THE POSSIBILITY THEREOF.

12 FORCE MAJEURE

Except for the payment of money due, neither party shall be liable for any delays or failures in performance due to circumstances beyond its control.

13 GENERAL

- Customer acknowledges and agrees that any purchase order issued by Customer is for administrative purposes only and that this Master Sales Agreement takes precedence over and replaces any terms and conditions or prices that may appear on Customer's purchase order.
- Customer may not assign its right or obligations under this Master Sales Agreement.
- Deloitte Consulting Product Services LLC failure to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights. If any provision of this Master Sales Agreement shall be deemed or found invalid or unenforceable, the parties agree that all other provisions shall remain unimpaired and unaffected thereby.
- This Master Sales Agreement and any attachment shall be construed in accordance with the laws of the State of California.
- This Master Sales Agreement and any attachment transmitted by facsimile machine shall be treated in all manner and respects as an original document.
- This Master Sales Agreement and any Schedules constitute the entire understanding between the parties and supersede any previous communications, representations or agreements by either party, whether oral or written. No change or modification of any of the terms or conditions herein shall be valid or binding on either party unless in writing and signed by an authorized representative of each party.

AGREED TO BY _____
(signature)

SAN MATEO COUNTY

Name _____
Title _____
Date _____

AGREED TO BY _____
(signature)

DELOITTE CONSULTING PRODUCT SERVICES LLC

Name FRANK STRELAN
Title MANAGING DIRECTOR
Date 3-19-01

Exhibit D

Addendum to Exhibit B General Business Terms

1. **Indemnification.** Contractor shall indemnify, hold harmless and defend the County from all claims, suits or actions of every name, kind and description, including but not limited to reasonable attorney's fees and other costs of defense, to the extent directly and proximately caused by the negligence or willful misconduct of Deloitte Consulting while engaged in the performance of services under this engagement. The foregoing indemnity obligations are conditioned on the County providing Contractor with prompt notice of any claim for which indemnification shall be sought and cooperating in all reasonable respects with Contractor in connection with any such claim. Contractor shall be entitled to control the handling of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing
2. **Limitation on Damages.** The County agrees that Contractor and its personnel shall not be liable to the County for any claims, liabilities or expenses relating to this engagement for an aggregate amount in excess of the fees paid by the County to Contractor pursuant to this agreement, except to the extent finally judicially determined to have resulted from the bad faith or intentional misconduct of Contractor. In no event shall Contractor or its personnel be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage or expense relating to this engagement. In furtherance and not in limitation of the foregoing, Contractor will not be liable in respect of any decisions made by the County as a result of the performance by Contractor of its services hereunder, nor shall Contractor of its services hereunder, nor shall Contractor be liable for any services or products provided by third-party vendors, developers, or consultants, whether or not identified or referred to the County by Contractor. The foregoing provisions shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise

The limitations shall not apply to damages as a result of bodily injury, death or damage to real or tangible property to the extent directly and proximately caused by the negligence or willful misconduct of Contractor while engaged in the performance of services under this engagement.

3. **Governing Law and Severability.** These terms, including the terms in Exhibit A, shall be governed by, and constructed in accordance with, the laws of the State of California (without giving effect to the choice of law principles thereof) with venue in the County of San Mateo Superior Court. If any provision of these terms is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to

the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.

4. Ownership.

- a) DC Technology. Contractor has created, acquired or otherwise has rights in, and may, in connection with the performance of services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques, but not Confidential Information as described in Paragraph 12 of the agreement; (including, without limitation, models; templates, the generalized features of the structure, sequence, organization of software; user interfaces and screen designs; general purpose consulting and software tools, utilities and routines; and logic, coherence and methods of operation of systems) (collectively, the “DC Technology”).
- b) Ownership of Deliverables. Except as provided below, upon full and final payment to Contractor hereunder, the tangible items specified as deliverables or work product in the proposal, engagement letter or contract to which these terms are attached (the “Deliverables”) will become the property of the County. To the extent that any DC Technology is contained in any of the Deliverables, Contractor hereby grants to the County, upon full and final payment to Contractor hereunder, a royalty-free, fully paid-up, worldwide, non-exclusive license to use DC Technology.
- c) Ownership of Deloitte Consulting Property. To the extent that Contractor utilizes any of its property (including, without limitation, the DC Technology or any hardware or software of Contractor) in connection with the performance of services hereunder, such property shall remain the property of Contractor and, except for the license expressly granted in Paragraph 3(c) of this Exhibit B, the County shall acquire no right or interest in such property. Notwithstanding anything herein to the contrary, the parties acknowledge and agree that (a) Contractor will own all right, title and interest, including, without limitation, all rights under all copyright, patent and other intellectual property laws, in and to the DC Technology and (b) Contractor may employ, modify, disclose, and otherwise exploit the DC Technology (including, without limitation, providing services or creating programming or materials for other clients). Contractor does not agree to any terms that may be construed as precluding or limiting in any way its rights to (a) provide consulting or other services of any kind or nature whatsoever to any person or entity as Contractor in its sole discretion deems appropriate or (b) develop for itself, or for others, materials that are competitive with those produced as a result of the services provided hereunder, irrespective of their similarity to the Deliverables, subject to the limitations regarding Confidential Information set forth Paragraph 12 of the agreement

Addendum to Contract

This is an addendum to your original contract. Please review the "Violation of the Non-Discrimination Provisions" below. Sign the addendum and submit it to the County to become part of your contract.

Violation of the Non-Discrimination Provisions

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to

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

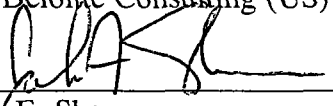
To effectuate the provisions of this paragraph, the County Manager shall have the authority to

- i) ~~examine Contractor's employment records with respect to compliance with this paragraph;~~
- ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County

~~Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complaint, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.~~

SEE ~~ATTACHMENT E~~ ATTACHMENT E

DELOITTE CONSULTING L P
By: Deloitte Consulting (US) LLC

By: 
John F. Skowron
Principal

3/30/01
Date

Attachment E

If the contractor is found to be in violation, the Contractor shall report to the County Manager the filing within California by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complaint, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

COUNTY OF SAN MATEO
MEMORANDUM

DATE: 3/2/01
TO: Priscilla Harris, Risk Manager
FROM: FAX _____ PONY _____
SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Deloitte Consulting

DO THEY TRAVEL: N/A

PERCENT OF THE TIME: N/A

NUMBER OF EMPLOYEES: N/A

DUTIES (SPECIFIC):

To provide consulting services for the Data Warehouse project which will integrate data from two different sources.

COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$1m/3m	✓		
Motor Vehicle Liability			✓	
Professional Liability			✓	
Worker's Compensation	Statutory	✓		

REMARKS/COMMENTS:


SIGNATURE

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
0005031-00326

ICER

Marsh USA Inc
4 Stamford Plaza
107 Elm Street
Stamford CT 06902

(203) 964-2500

IED

Deloitte & Touche USA LLP

10 Westport Road
P O Box 820
Hilton CT 068970820

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY

A TRANSPORTATION INSURANCE CO

COMPANY

B TRANSCONTINENTAL INS CO

COMPANY

C

COMPANY

D

VERAGES

INSURANCE TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY	GL 189158152	6/02/00	6/02/01	GENERAL AGGREGATE \$ 3 000 000
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COM/DP AGG \$ 2 000 000
<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1 000 000
<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1 000 000
				FIRE DAMAGE (Any one fire) \$ 1 000 000
				MED EXP Any one person \$ 10 000
AUTOMOBILE LIABILITY				COVERED SINGLE LIMIT \$
<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS				
GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY \$
				EACH ACCIDENT \$
				AGGREGATE \$
EXCESS LIABILITY				EACH OCCURRENCE \$
<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	WC 246172055	6/01/00	6/01/01	<input checked="" type="checkbox"/> WORKERS' COMPENSATION - CHARTERED \$ 1 000 000
<input type="checkbox"/> THE PROPRIETOR, PARTNERS/EXECUTIVE OFFICERS ARE				EL EACH ACCIDENT \$ 1 000 000
<input type="checkbox"/> INCL				EL DISEASE - POLICY LIMIT \$ 1 000 000
<input checked="" type="checkbox"/> EXCL				EL DISEASE - EA EMPLOYEE \$ 1 000 000
OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

CERTIFICATE HOLDER

SAN MATEO COUNTY
ATTN: KATHRYN CIAMORRO
400 HARBOR BOULEVARD
BUILDING C
BELMONT CA 94002

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED OR EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.

Marsh USA Inc.
BY

JAN 17 2001

MARSH INC CASUALTY

MAR-02-2001 13:25