

**AMENDMENT TO AGREEMENT
WITH ELECTRONIC DATA SYSTEMS
FOR MAINTENANCE FOR SMART**

THIS AMENDMENT TO AN AGREEMENT, entered into on this _____ day of _____, 2002, by and between the COUNTY OF SAN MATEO, hereinafter called "County" and Electronic Data Systems, 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/Agency thereof; and

WHEREAS, the parties entered into an agreement on 7/1/2001 by Resolution number 64571 for the purpose of providing maintenance to the Service Management Resource Tracking (SMART) system; and

WHEREAS, the parties now wish to amend the agreement to extend the term of the agreement and increase the amount;

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

1. Section 1 of the original Agreement: **Exhibits** is hereby amended as follows:
 - Exhibit A1: Program Description replaces Exhibit A and is attached hereto and incorporated by reference herein.
 - Exhibit B1: Payment Schedule is hereby added and is attached hereto and incorporated by reference herein.
2. Section 2 of the original Agreement: **Services to be performed** is hereby amended to read as follows:

In consideration of the payments hereinafter set forth in Exhibit B and Exhibit B1 attached hereto and incorporated by reference herein, Contractor, under the general directions of the Director of Human Services Agency, or her authorized representative, with respect to the product or result of Contractor's services, shall perform services as described in Exhibit A1, attached hereto and incorporated by reference herein.

3. Section 3 A. of the original Agreement: **Maximum Amount** is hereby amended to read as follows:

In full consideration of Contractor's performance of the services described in Exhibit A1 the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed \$235,000 for the contract term.

4. Section 3 B. of the original Agreement: **Rate of Payment** is hereby amended to read as follows:
The rate and terms of payment shall be as specified in Exhibit B and Exhibit B1. Any rate increase is subject to the approval of the Director of Human Services or her authorized representative, and shall not be binding on County unless so approved in writing. In no event may the rates established in Exhibit B or Exhibit B1 be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 3A above. Each payment shall be conditioned on the performance of the services described in Exhibit A1 to the full satisfaction of the Director of Human Services or her representative.

5. Section 14 of the original Agreement: **Term of the Agreement** is hereby amended to read as follows:

Subject to compliance with the terms and conditions of this Agreement for the term of this Agreement shall be from July 1, 2001 through June 30, 2005. This Agreement may be terminated by Contractor, Director of Human Services or her designee at any time upon thirty (30) days' written notice to the other party.

All other terms and conditions of the agreement dated June 26, 2001 between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

ATTEST:

Clerk of the Board

Dated: _____

By: _____
Jerry Hill, President
Board of Supervisors

Date: _____

E. D. S.
Contractor - Print Name

Maureen Finmand - Project Executive
Name, Title - Print

Maureen Finmand
Signature

Date: 5/30/02

Tax ID#



SMART Maintenance Scope of Work July 1, 2001 - June 30, 2005

Background

With approval from the County of San Mateo Board of Supervisors in April, 1997, EDS and the San Mateo Human Services Agency (HSA) initiated the system development for SMART, San Mateo Access Resource Tracking. SMART marks a significant milestone in the realization of a County vision beginning in 1994 when the Shared Undertaking to Change the Community to Enable Self Sufficiency (SUCCESS) program was launched. SMART was derived from a 1996 study from which the County received the design of a uniform automated solution to support this SUCCESS program across multiple agency boundaries.

Since its inception, SMART has become a model in promoting self-sufficiency for other states and counties. Adopted by the WCDS consortium in 1999, this automated solution will continue to serve as a blueprint for San Mateo HSA, the WCDS consortium and EDS as they build upon the foundation, jointly developing enhancements and maintaining the current system.

Scope of Work - Maintenance

Beginning in July 1, 2001 and running through the June 30, 2005, EDS will provide maintenance to the separate service SMART components in place in San Mateo County, including the San Mateo One Stop Plastic Swipe Card System and Families United to Ultimately Realize Educational Success (FUTURES) enhancements. Additionally, maintenance may be required to these and any new San Mateo County specific enhancements, which could be impacted as a result of Joint Maintenance activities. A standardized change control methodology will be utilized for each Customer Service Request (CSR). This methodology will specify the request vehicle, approval process, logging, tracking, and reporting functions.

Scope of Work – Separate Service Customizations

EDS will provide customization services to the SMART components in place in San Mateo County this may include new functionality or customizations to current San Mateo specific functionality.

A standardize separate change control methodology will be utilized for each Separate Service Request document. This methodology will specify the requested vehicle, approval process, logging, tracking, and reporting functions.

Reporting of work completed

Upon request, EDS will provide an hours report via electronic mail. This report will detail the number of hours completed, along with a high- level description of the tasks. Unused hours can be carried forward to the next month, but will not be carried forward to the next contract year.

Exhibit B1 Payment Schedule

Project Cost – Maintenance Services

The costs for the maintenance support of SMART in San Mateo County for period of July 1, 2001 – June 30, 2003 is:

- \$8800 per month for period 07/1/2001 through 06/30/2003, or
- 24 months for a total of \$211,200 for fiscal years 2001/2002 – 2002/2003.
- Not to exceed 100 hours per month without prior approval of the San Mateo Director of Automation. Additional hours will be invoiced at the prevailing WCDS separate service rate.

Rates for Separate Services Customizations

- The remaining \$23,800 will be used for separate services as deemed appropriate by the Director of Automation or her designee.
- The rate for separate service customizations is \$88 dollars per hour.
- Only hours expended will be invoiced with prior approval of the San Mateo Director of Automation.

For the Period of July 1, 2003 – June 30, 2005

- This Agreement will be amended for Fiscal Years 2003/2004, and 2004/2005 to add additional funding and update any changes in the Contractor's service rates.

Travel Expenses

If necessary and approved, travel expenses for activities outlined will be invoiced at actual expenses.

Estimated Travel Expenses:

Lodging per day per person	\$150
Meals per day per person	\$25
Car Rental or Mileage per day	\$45 / day or \$.365 / mile

Contact List

Any questions concerning this scope of work should be directed to the following:

Heather Hansen
Phone: 916 /608- 3289
heather.hansen@eds.com

COUNTY OF SAN MATEO
MEMORANDUM

DATE: June 3, 2002

TO: Pricilla Harris Morse

FROM: *LB* Lucho Bravo FAX 596-3478

SUBJECT: APPROVAL OF INSURANCE

CONTRACTOR: EDS - SMART Maintenance

DO THEY TRAVEL: No

PERCENT OF TIME

NUMBER OF EMPLOYEES More than 1

DUTIES (SPECIFIC): Maintenance for the County SMART System

COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Gen. Liability	<i>\$1m</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	<i>\$2m</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Pricilla Morse
 Manager, Risk Management

*ok to waive
 wc if they
 do not come
 on premises*

SUBMIT TO RISK MANAGEMENT
 PONY EPS163 OR
 FAX 363-4864

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YY)

09/05/01

PRODUCER

Aon Risk Services Texas, Inc.
 CityPlace Center East
 2711 North Haskell Avenue
 Suite 800
 Dallas TX 75204

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A	Pacific Employers Ins Co
COMPANY B	American Alternative Ins Corp
COMPANY C	
COMPANY D	

INSURED

Electronic Data Systems Corporation
 subsid. incl. A. T. Kearney, Unigraphics
 Solutions (UGS), Nat'l Heritage Ins. Co.
 & Electronic Information Services
 5400 Legacy Drive. HI-3A-34
 Plano, TX 750243105 USA

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	HDOG 20296690	09/01/01	09/01/02	GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 PERSONAL & ADV INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE(Any one fire) \$1,000,000 MED EXP (Any one person) \$5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	ISAH 08002848	09/01/01	09/01/02	COMBINED SINGLE LIMIT \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE
B	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	01 A2 UM-0000186-02	09/01/01	09/01/02	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS OTHER EL EACH ACCIDENT EL DISEASE-POLICY LIMIT EL DISEASE-EA EMPLOYEE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 SEE ATTACHED

CERTIFICATE HOLDER

State of California
 Various Counties
 Folsom CA 95670 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

James L. Moss