SAN MATEO COUNTY AGREEMENT WITH DELOITTE CONSULTING FOR THE DEVELOPMENT OF A WEB-BASED SYSTEM

| This Agreement entered this | day of | , 2002, by and between the |
|-----------------------------|----------------------------------|---|
| COUNTY OF SAN MATEO | a political subdivision of the | State of California, hereinafter called |
| "COUNTY" and Deloitte Cons | sulting, hereinafter called "Con | itractor." |

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 Statement of Work

Exhibit B Deloitte Consulting General Business Terms

- 2. <u>Services to be performed by Contractor</u>: In consideration of the payments hereinafter set forth, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit A and B attached hereto and by this reference made a part hereof.
- 3. Term: The term of this Agreement shall be from 11/1/2002 to 6/30/2003.
- 4. Payments: In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "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 \$889,350.
- 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. 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 Contractor 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.

- **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. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Exhibit C, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.
 - **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. <u>Non-Discrimination Employment.</u> 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.

D. <u>Equal Benefits</u>

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

9. Ownership:

A. <u>DC Technology:</u> 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 Contractor's 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 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 in Paragraph 11 of this Agreement.
- 10. <u>Access to Records</u>: 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. <u>Confidentiality</u>: 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 Contractors possession, is independently developed by the Contractor outside the scope of the Agreement, or is rightfully obtained from third parties

- 12. Merger Clause: This Agreement including Exhibit A & B, and Appendix A, 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 Exhibits attached hereto, the terms, conditions or specifications set forth herein shall prevail.
- **13**. <u>Limitation on Damages:</u> 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.
- 14. 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.
- 15. <u>Cancellation Clause:</u> 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 the Human Services Agency Business Systems Group 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 |
|---------------------------|---|
| ATTEST: | By: Jerry Hill, President Board of Supervisors, County of San Mateo Date: |
| Clerk of the Board Date: | By: DELOITTE CONSULTING L.P. By: Deloitte Consulting (US) LLC |
| | By: John F. Skowron, Principal, Deloitte Consulting |
| | Date: 10/9/2002 Contractor's Tax ID # 06-14 545/5 |

EXHIBIT A

San Mateo AOD System

Statement of Work

The San Mateo County Human Services Agency (County) is launching an initiative to automate the Alcohol and Other Drug Services (AOD) client management process by developing a web-based, centralized automated system – the Alcohol and Other Drug Electronic System (AOD system). Deloitte Consulting (hereinafter referred to as Contractor) will develop and assist the County to build a customer-focused, extensible AOD system.

1.0 Task Narrative

The following section includes a description of the tasks necessary to design, develop, and implement the AOD system.

1.1 Initiate Project

The Initiate Project task occurs in week 1 of the project. As part of this task the Contractor's Project Manager will work with appropriate county staff to establish the project environment, establish policies and procedures, and conduct the project kick-off meeting as defined below:

Establish Project Environment: The Contractor Team will be assembled and will be located at the project site (Human Services Agency Office, Harbor Boulevard Campus) throughout the life of the project.

Establish Policies and Procedures: The Contractor Team, with input from County staff, will create policies and procedures that will support various aspects of the project. The policies and procedures created at the beginning of the project will include, but are not be limited to:

- Communication and reporting controls
- Management and reporting standards
- Deliverable review and acceptance

Project Kick-off Meeting: The Contractor will have a Project Kick-off Meeting to formally announce project initiation. During the kick-off meeting Contractor will present the project strategy to the steering committee members and project staff, highlight the Project Work Plan including major tasks, responsibilities and define the roles and responsibilities of the staff.

1.2 Ongoing Project Management

Also during the first week of the project the Contractor's Project Manager will work with County staff to finalize the project work plan which is the project's first deliverable.



Soon to become Braxton.

Throughout the life of the project, weekly status meetings and monthly Steering Committee meetings will be conducted, and the project work plan will be updated on a weekly basis.

1.3 Ongoing Quality Assurance

A Contractor Senior Manager will be responsible for the quality of all work and deliverables and will continuously monitor it throughout the life of the project.

1.4 Ongoing Knowledge Transfer

Contractor will provide knowledge transfer that will allow for the operation, maintenance, and expansion of the AOD system at the end of the implementation. Knowledge transfer activities will occur throughout the life of the project.

1.5 Requirements

The requirements task will take place during weeks one through five of the project. The Contractor will produce the System Requirements Definition Deliverable, which will be submitted to County in final form at the end of the fifth week. The Requirements subtasks are discussed in more detail below.

Identify Requirements Participants and Schedule Sessions: Contractor will work with County to schedule requirements sessions during week one of the project. Since this is a brief task it is critical that the County resources be available to attend the sessions.

Review Relevant Documentation: The Contractor Team will review documentation relevant to the requirements task. This includes re-reviewing the business and functional specifications in the RFP and reviewing other County documentation such as strategic plans or additional requirements documentation. The functional specifications of the AOD system are included in Appendix A- AOD System Functional Specifications, of the Statement of Work.

Conduct Requirements Sessions: Contractor will conduct joint requirements sessions to validate the existing business and functional requirements for the AOD system and determine new requirements.

Identify Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Confidentiality Requirements: The Contractor will work with County to identify the requirements necessary to ensure that the AOD system is developed to comply with HIPAA and other confidentiality regulations.

Analyze and Prioritize Requirements: Contractor will work with County to prioritize the requirements to determine which should be met in the initial implementation of the AOD system. County can decide to implement requirements not met in the initial implementation during subsequent releases of the system.

Procure and Install Infrastructure: The County will set up the infrastructure necessary to develop and implement the AOD system. This includes procuring, installing, and configuring the necessary infrastructure components. These components include development/test and production servers, database management software, and other necessary software not already in place.

Prepare and Submit Systems Requirements Definition Deliverable: The Contractor will develop the Systems Requirements Definition Deliverable. This deliverable will contain the business and functional requirements of the proposed system, including the requirements for AOD to comply with HIPAA and other confidentiality regulations, as well as Contractor's understanding of the system issues. County staff will be asked to review, and upon approval, formally accept this deliverable.

1.6 Design

Contractor will facilitate interactive group design sessions with the key County AOD staff and Application Leads to facilitate the design of system requirements for the AOD System. This task will take place during weeks six through ten of the project. The Contractor will submit the Systems Design deliverable to County in at the end of the tenth week.

Creation of Training Plan: Contractor will support County in the development of a training plan to train AOD end-users so they can successfully use the system once it is implemented.

Security Requirements: Contractor will work with County to define security and privacy provisions which will cover maintenance of program integrity, data security and access authority and levels. Given the nature of the AOD data this is important. This will drive the system functionality and design. All user group profiles and roles must be finalized prior to the development task.

GUI Standards: Contractor will work with County to develop Graphical User Interface (GUI) standards that the AOD system will be developed to comply with.

ASI Business Rules: Contractor will work with County to define the business rules necessary to implement the Alcohol Severity Index (ASI) within the AOD system.

Design Logical and Physical Data Models: The Contractor will design the logical and physical data models based on the AOD business and functional requirements as well as the security and privacy requirements. During the design process we will consider plans for future AOD enhancements, such as collaboration with the drug court, and external interfaces, such as the interface with the California Outcome Management System (CalOMS) and SMART.

Design Program Specifications: Contractor will create detailed program specifications for each module, Active Server Page (ASP), Component Object Model (COM), stored procedure or Visual Basic program required for the AOD system. These specifications include table access, error handling, business logic and sample web pages. The extract to be used for ad hoc reporting purposes will also be designed at this time.

Prepare and Submit Systems Design Deliverable: The Contractor will produce the Systems Design Deliverable which will contain the security requirements, the GUI standards, the logical and physical data models, program specifications, prototype screen designs, and documentation on extending the system for future enhancements and external system interfaces. County staff will be asked to review, and upon approval, formally accept this deliverable.



1.7 Development

The Development task will take place during weeks ten through 20 and will overlap the Design task by one week. The development strategy will include using structured programming techniques, code reusability, and module independence. The culmination of this task will be a system that has been coded and unit tested, a defined and implemented disaster recovery plan, and a quality assurance deliverable that outlines the systems, integration, and user acceptance test plans. The sections below outlines the Development subtasks in more detail.

Create Database: Contractor will create the development/test database as defined in the Design task above.

Code Application Components: Contractor will code all components of the AOD application including the ASPs, COM components, stored procedures and Visual Basic programs. An ad hoc report extract will also be created at this time.

Unit Test Application Components: The Contractor staff will unit test each individual application component to verify that it works as intended. If the component fails unit test the Contractor staff will fix the bug and retest. This cycle will continue until the component passes unit test.

Define and Implement Disaster Recovery Plan: Contractor will work with County to define the disaster recovery plan for the AOD system. This will include provisions for restoring the database, software and data to a state prior to the loss of that system.

Quality Assurance (QA): Contractor will work with County to define systems, integration, and user acceptance test plans that thoroughly test all aspects of the system. Each test plan will include:

- Testing approach (i.e., what exactly will be tested and how)
- Approach for orienting testers (User Acceptance Test only)
- Test scenarios
- Approach to tracking test results
- Approach to communicating progress and test results to County

Contractor will assist County staff to develop user acceptance test scripts. These test scripts will conform to the business and technical requirements, technical design and data model definitions. The final activity of this subtask will be to prepare and submit the QA deliverable to County. County staff will be asked to review, and upon approval, formally accept this deliverable.

1.8 Systems Testing

The Contractor will conduct the Systems Testing task during weeks 20 and 21, overlapping the Development task by one week. During the testing tasks the Contractor will conduct thorough and deliberate quality assurance and testing steps. The sections below outline the Systems Testing subtasks in more detail.

Perform Systems Test Scenarios: Contractor will system test the AOD application using the scenarios defined in the QA deliverable.

Complete Bug Fixes: Software problems discovered during this testing task will be fixed.

Retest: After problems are fixed the software will be retested to verify that it now works as intended.

1.9 Integration Testing

The Contractor will conduct Integration Testing during week 22 of the project. Integration Testing will validate that the processes within subsystems work together. This entails testing a series of application components or modules to verify that related modules pass and share data correctly, in accordance with the Systems Design deliverable. The sections below outlines each subtask in more detail.

Perform Integration Test Scenarios: Contractor will perform integration testing of the AOD application using the scenarios defined in the QA deliverable.

Complete Bug Fixes: Software problems discovered during this testing task will be fixed.

Retest: After problems are fixed the software will be retested to verify that it now works as intended.

1.10 User Acceptance Testing

The purpose of user acceptance testing is to validate that the developed system components realize the functional requirements set forth in the scope of work. After the application has been successfully system and integrated tested, it is ready to be tested by County users during weeks 23 through 26.

Throughout the user acceptance testing process, each test script will be executed independently to address the corresponding business scenario. When a test script is successfully run and meets mutually agreed upon performance specifications, it will be deemed complete. Once a test script is complete, it will not be considered again in the user acceptance testing process. Following this process, when all the identified user acceptance test scripts are passed, the user acceptance test of the AOD system will be deemed complete. Contractor assumes full commitment and dedication of County team members to complete this task within the time allocated in the approved project work plan.

The sections below outlines each subtask in more detail.

Orient User Acceptance Testers: Contractor will support County in its acceptance testing efforts by providing high-level system orientation and acceptance test execution instruction to the County testers.

Support User Acceptance Test: After the County testers have been oriented to the system they will begin to test using the scenarios defined in the QA deliverable. Contractor will provide all requisite software support to facilitate the completion of this testing.

Complete Bug Fixes: Problem reports from scenarios will be tracked closely and those problems that are within the contracted scope of work will be systematically corrected. If necessary, Contractor will work with County to prioritize these software fixes.

Prepare and Submit Summary of Acceptance Test Issues and Resolutions: To document User Acceptance Test, Contractor will prepare and submit to County a summary of the problems or issues discovered and the respective resolution for each.

1.11 Retest and Deploy

The County will retest the AOD application during this task. This task will occur during the final four weeks of the project, weeks 25 through 28. The sections below outlines each subtask in more detail.

Retest: After software problems encountered during User Acceptance Test have been fixed they will be retested by County staff during this task.

Prepare and Submit Technical Documentation Deliverable: Contractor will submit to County a final deliverable to summarize the entire project. This deliverable will contain updated documentation from each of the previous deliverables. It will also include the Summary of Acceptance Test Issues and Resolutions as well as any training material used to train the testers.

Prepare for System Deployment: Contractor will help County prepare for the deployment of the AOD system. This includes populating users and their respective roles in the application, populating reference tables if necessary, optimizing the application and database, and testing the disaster recovery processes.

2.0 Project & Deliverable Schedule

Table 2-1 below summarizes the tasks described above, the duration of the tasks, associated deliverables and a deliverable schedule.

| Tasks | Task Duration | Deliverables | Deliverable Schedule* |
|--------------------------------|------------------|--|--------------------------|
| 1.1 Initiate Project | Week 1 | Project Work Plan | Week 1 |
| 1.2 Ongoing Project Management | Week 1-28 | | |
| 1.3 Ongoing Quality Assurance | Week 1-28 | <u> </u> | <u> </u> |
| 1.4 Ongoing Knowledge Transfer | Week 1-28 | | |
| 1.5 Requirements | Week 1-5 | System Requirements Definition Deliverable | Week 5 |
| 1.6 Design | Week 6-10 | Systems Design Deliverable | Week 10 |
| 1.7 Development | Week 10-20 | QA Deliverable | Week 20 |
| 1.8 Systems Testing | Week 20-21 | | |
| 1.9 Integration Testing | Week 22 | | |

| Tasks | Task Duration | Deliverables | Deliverable Schedule* |
|------------------------------|------------------|--|--------------------------|
| 1.10 User Acceptance Testing | Week 23-26 | | |
| 1.11 Retest and Deploy | Week 25-28 | Retested AOD System Technical Documentation Deliverable | Week 28 |

Table 2-1: Summary of the tasks, task duration, associated deliverables & deliverable schedule

3.0 Technical Architecture

The proposed architecture for AOD System is a web browser based application that tightly integrates with the central Oracle database. The user interface will be created in HTML using Active Server Pages (ASP) which can be accessed by the County staff and AOD Providers using Internet Explorer 5.0 or above. The business logic and data access logic will be encapsulated in the middle-tier COM (Component Object Model) objects created in Visual Basic that will be hosted on the Application Server. The user interface, middle-tier objects and database will run on Microsoft Windows 2000 Servers. Figure 3-1, depicts the proposed technical architecture for the AOD System. A brief description of the key components is included below.

Client Machines

The client machines depict the workstations used by the County staff and AOD Providers to access the AOD system using a web browser. The users must access the AOD System using Internet Explorer 5.0 or higher. The minimum configuration of the client machines to run the proposed solution is:

• Operating System: Windows 98

• CPU: Pentium 166Mhz

Memory: 32MBHard Drive: 10MB

• Browser: Internet Explorer 5.0

Server Platform

Three Dell PowerEdge servers will support the AOD system in the development and production environments as shown in Figure 3-1 AOD System Technical Architecture. These servers will support the Web Server, Application Server and the Database Server required for the application. The development effort will be supported by only one server but in the production environment, a separate machine for the Database is proposed for better performance.

Developer Machines

The Developer Machines are the development workstation that will be used by the Contractor staff to develop and test the AOD application. The Contractor assumes that the workstations currently used on the Data Warehousing project, installed with ERwin Data Modeling

^{*} All deliverables are submitted at the end of the specified week.

licenses, will be available for this project. The Contractor also proposes the use of Microsoft Visual Interdev to develop the application logic. A standardized commercial configuration management tool, Visual Source Safe, will also be used.

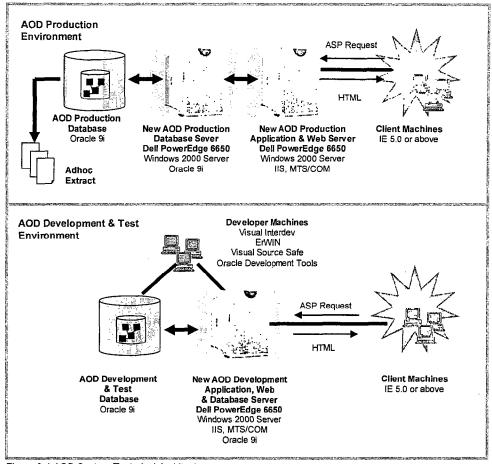


Figure 3-1 AOD System Technical Architecture

4.0 Project Organization

This section describes the proposed roles and staffing resource needs for both the Contractor team and County staff for the development of the AOD System.

4.1 Contractor Team

The team assembled by Contractor is composed of practitioners with functional and technical skills and have experiences that collectively form the capacity to provide a complete set of services. The following table summarizes the classification and number of personnel (in terms of total staff) for the Contractor team.

| Classification | Total Staff |
|---------------------------------------|-------------|
| Partner | 1 |
| Senior Manager | 1 |
| Manager | 1 |
| Senior Consultant | 1 |
| Consultant | 1 |
| System Analysts | 4 |
| Classification Totals for AOD Project | 9 |

Table 4-1 Classification & Number of Contractor Staff

The table below identifies the number and types of resources that the County should provide, to meet the specified time frames. These figures are expressed in terms of the number of people, as well as either a full-time (FT) or part-time (PT) status (where FT is 40 hours a week and PT is 5-15 hours a week).

| Organization | Requirements & Design Phase | Development & Unit Testing Phase | UAT & Deployment Phase |
|-----------------|--|---|---|
| County-BSG | 1 FT Project Manager 1 FT Business Analyst 1 PT Supervisor | 1 FT Technical Analyst 1 PT Project Manager 1 PT Supervisor 1 PT DBA | 1FT Project Manager 1 FT Technical Analysts 1 FT Business Analyst 1 PT Supervisor 1 PT Help Desk Analyst 1 PT DBA |
| County-AOD | 1 PT AOD Supervisors 2 PT AOD Program Specialists | | 1 PT AOD Supervisors 2 PT AOD Program Specialists |
| AOD - Providers | 2 PT Provider Representatives | | 2 PT Provider Representatives |

Table 4-2 County & AOD Resource Requirements

Figure 4-1 Organizational Chart for the County AOD System Project illustrates the Contractor staff and their proposed roles for the project, as well as County staff. The titles on the organizational diagram represent functional roles to be performed by the proposed individuals for this project.

Soon to become Braxton.

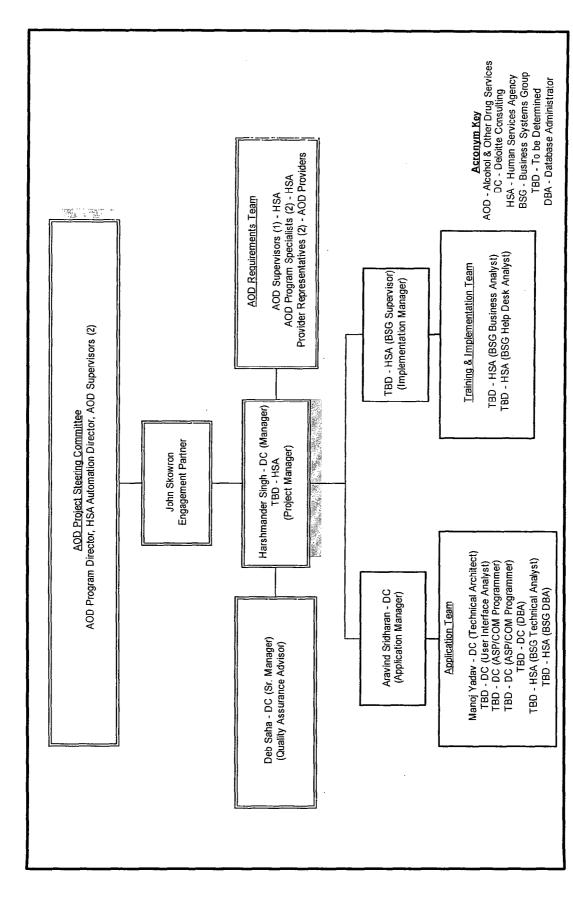


Figure 4-1 Organizational Chart for the County AOD System Project



5.0 Payment rates

Payments will be as follows, subject to HSA's acceptance of the deliverables:

| Deliverables | Deliverable Schedule* | Cost |
|--|--------------------------|-----------|
| Project Work Plan | Week 1 | \$8,894 |
| System Requirements Definition Deliverable | Week 5 | \$186,763 |
| Systems Design Deliverable | Week 10 | \$204,550 |
| QA Deliverable | Week 20 | \$311,273 |
| Retested AOD System | Week 28 | \$177,870 |
| Technical Documentation Deliverable | | |
| | TOTAL | \$889,350 |

Table 5-1 Cost Schedule for the AOD Project

6.0 Assumptions

Contractor has developed this statement of work with the following assumptions.

Project Management

- The project start date is assumed to be October 30, 2002.
- County will provide timely resolution of the county controlled issues that affect the project plan and schedule.
- Review and comments on deliverables by County representatives will occur in a cooperative, timely, and ongoing manner. Our work plan is predicated upon 5 days of deliverable acceptance period
- County will provide executive support and communications on the importance and priority of the project.
- The cost proposal for professional services included in Section 5.0 is valid till December 21, 2002.

Project Organization

- County will provide staff, both user and technical, as identified in the Organizational Chart in Section 4.0, in a timely manner to support the project.
- County staff assigned to the project will be proficient in basic PC skills. In addition, we assume that all users will be proficient in these skills.
- Contractor assumes that all County technical resources receiving a knowledge transfer will have baseline knowledge of the tools and technologies being implemented on the AOD project.
- County will be responsible for providing resources during the Requirements and User Acceptance Testing phases. The Contractor assumes that the same individuals involved during the Requirements phase will be available for User Acceptance Testing.
- County staff will be available for meetings as required.
- County will provide the facilities, hardware and software including PCs, printers, fax, connectivity to the Local Area Network and the Internet, office supplies, etc. to the



Deloitte team working on the project. These facilities will be made available on 24 hours a day, 7 days a week basis.

- County will complete all activities it is responsible for by timeframes as outlined in this proposal.
- Each Contractor team member is currently available to commence work with County when the project starts. Should a team member become unavailable, we will work with County to agree on an equally well-qualified replacement team member.

Technical Architecture

- County will be responsible for the maintenance of the technical infrastructure, which includes installations, configuration, capacity planning, backup/recovery, and maintenance.
- The minimum configuration of the client machines to run the proposed solution is:

o Operating System: Windows 98

o CPU: Pentium 166 mhz

Memory: 32MBHard Drive: 10MB

o Browser: Internet Explorer 5.0

- Total number of concurrent users will not exceed 70.
- The users must access the AOD system using Internet Explorer 5.0 or higher.
- Contractor will work with County to define the user groups, roles and the pages that they will have access to during the requirements and design phases of the project. All user group profiles and roles must be finalized prior to the development phase of the project.

Functional Specifications

- Functional specifications included in this statement of work will form the foundation for the requirements sessions as well as the developed system. The Contractor does not anticipate major changes to this foundation.
- Total number of screen pages needed for this application will not exceed 38. The number of data elements on each page is identified in Section 3.3.6 in the response to the RFP.
- Total number of UAT scenarios will not exceed 25. The number of these scenarios and their content will be mutually agreed upon by Contractor and County before user acceptance testing begins.
- Total number of entities in the data model will not exceed 60.
- Total number of attributes in the data model will not exceed 450.
- Total number of reports will not exceed 3. In addition, an ad-hoc extract of the entire database will be created.
- The format of the pre-defined reports generated by the AOD system will need to be defined during the detailed design phase of the project.
- Contractor assumes that the ASI instrument is in the public domain; the business rules for computing the ASI scores and the composite scores will need to be provided by County during the detailed design phase of the project.



Appendix A – AOD System Functional Specifications

This section will discuss the central entities in the AOD system, the modules and sub-modules of the application. Functional specifications included in this section will form the foundation for the requirements sessions as well as the developed AOD system. We do not anticipate major changes to this foundation.

A.1 Entities in the AOD system

The new AOD system will be designed around three fundamental entities:

A **client** is defined as an individual who is receiving service(s) which are paid for by the various programs that AOD administers. The client module tracks information for the individual client. The AOD system will be built around the concept of an individual client rather than a case which usually ties together more than one individual based on program-specific business rules.

A provider is defined as an organization that contracts with County to provide AOD services to clients. Providers who do not have a contract with County will not be tracked in the system. Subcontractors who provide services under a contract that a provider has with County will also be tracked in the system.

A service is defined as an activity which will meet client needs. The service needs for a client are established after client demographic and assessment information is entered. A facility is a location where a service is provided. A service offering is a combination of a service, a specific provider and a specific facility. Clients are referred to providers for services at a service offering level.

By architecting the application around these fundamental concepts, the application can be easily extended to include other business processes at a later time.

A.2 Securing the Application

Security in the application will be implemented using User-Groups, User-Roles, and Individual Users. Each user is given a user name and password that will authenticate them to the application. Once they are authenticated the modules, sub-modules and actual screens that user can see are determined by the group(s) defined for a particular user. The groups also determine the privileges (read, update, and create) that a user has on a screen they have access to. Roles will be used to enforce data isolation. Such architecture provides a robust mechanism of securing the application. It also makes the application flexible to support the future extension of this application to other business units within County.

The AOD system will include functionality in the utility module which will help to maintain this security architecture through a set of easy-to-use screens for defining groups, roles, users and security profiles. Figure A-1 shows the group security management screen which will help managing user groups' access to the application screens.

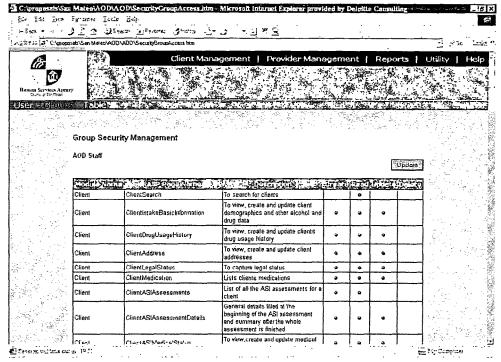


Figure A-1 Screenshot of the proposed Group security management in the AOD system

A.3 Application Modules

The AOD system will consist of four modules: Client Management, Provider Management, Reporting, and Utilities.

Client Management Module

The first screen a user will see when they enter the client management module will be the client search screen. This will be the first screen both when the user is going to enter information for a new client, as they will have to first ensure that a record does not already exist for the client in the system, and when they are entering and updating information for an existing client. In the case of a new client the user will start by entering the client intake information for that client.

The client management module is broken down into three sub-modules: Intake, Assessment, and Services. Each of these sub-modules is further broken down into functionality tabs. The typical sequence of events will be Intake \rightarrow Assessments \rightarrow Service. Each of the functionality tabs in the sub-modules however can also be directly reached via the menu system if the need arises and the user has to go outside of the typical application flow. Since a client can enter the system both at a provider's facility and the county AOD office, all the screens with the exception of the Service Planning screen are available to both the AOD analyst and the providers. The Service Planning screen is available only to the providers. The Client Management module's functionality is explained in greater detail below.

Client Management Module

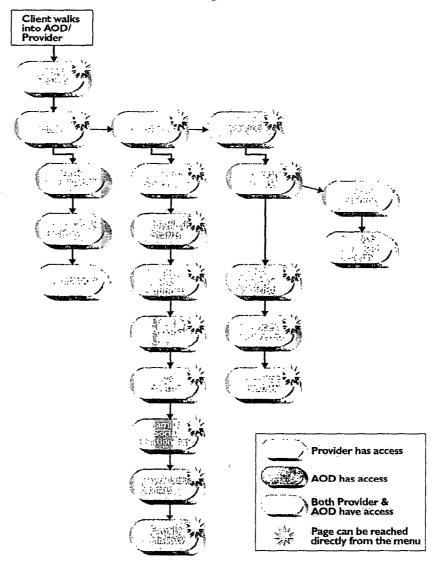


Figure A-2 The Client Management Module

Client Search

The client search functionality will allow a user to search the database to determine if a client already exists in the AOD system. The user can conduct a search on a variety of criteria including first name, last name, gender, birth year and SSN. The name search capability will include the ability to do a phonetic search on last name as well as search previous names and aliases. Once a client is found, a user can view data related to that client. A client search must be performed prior to entering a new client in an effort to reduce the potential for creating duplicate client records.

Client Intake

The client intake functionality will give the user the ability to enter or update client information in the system. By searching for and selecting a client, the worker can view the client intake information that has been previously entered. Client demographic information such as name, address, SSN, birth date, race, education, ethnicity, disability impairment,



employment status, legal status, homeless, source of referral, medication administered, previous drug usage, age of first use, previous mental illness etc. will be captured in this intake section.

Assessments

The assessments module will comprise of eight screens to capture the following categories of information to be used in the ASI assessment for the client.

- Medical Status
- Employment/Support Status
- · Drug Alcohol Use
- · Legal Status
- Family/Social Relationships
- · Psychiatric Status
- · Family History

The eighth screen will be a summary screen will present the summarized information for that ASI instrument and will also present the ASI scores.

Service

The sub-module will permit the user to enter and edit service episodes for the client. This will include information such as date of admission, transaction type, type of service, etc. The user can retrieve previously entered service episodes and add or remove service episodes if the security profile permits it. This same screen will allow the user to enter information on a client being discharged after receiving service.

Identify Needs: This screen will deal with the identification of service needs for the client. Once the needs are identified the providers will use the Service Planning screen to determine the service plan for the client and to schedule service appointments or place the client on waiting lists. In the event that they wish to refer the client to other providers they will use the Service Provider Search screen. If the user was an AOD analyst, after the needs are identified they will not have access to the Service Planning screen and will instead have to use the Service Provider Search screen to obtain a list of service providers who could service the client's need.

Client Waiting list: The waiting list will be used to track all the services for which a client is waiting, the date they were added to the waiting list, the date of removal from the list, and the length of time the client has been waiting. Cancellation of appointments and removal from waiting lists will also be accomplished using this screen.

Services Delivered: The Services Delivered screen will be used by the providers to enter information on units and periods of service provided to a client.

Service History: This screen will be used to view the history of services that have been delivered to a client.

Provider Management Module

The provider management functionality to be included in the system will provide a common repository for provider related information. The first screen an AOD analyst using the provider management module sees is the Provider Search screen. Once the user has identified a provider they can then use the four sub-modules: Provider, Service, Facility, and Service Offering to view and edit the provider details, services provided, facility, and service offering information respectively. If the user is a provider they will directly be taken to the screen showing their details and will not have access to the Provider Search screen. The screens will be designed such that the provider details can only be edited by an AOD analyst and not the provider. Once a provider is selected, clicking on any of the sub-modules will automatically limit the retrieved data to that provider.

Provider Management Module

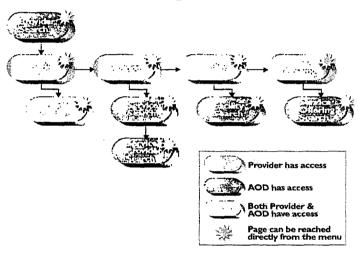


Figure A-3 The Provider Management Module

Provider Search

The user will be able to search for providers based on a number of criteria, including name, address, type of provider, or services provided.

Provider

The screen will enable the user to view and edit detailed provider information. Addition of providers to the system will also be achieved through this screen.

Provider Contacts

The Provider Contacts screen will be used to view and maintain contact information for the provider.

Service

The screen will enable the user to view and edit detailed services information. Addition of services to the system will also be achieved through this screen. The same screen will be used to search for a service. The search functionality will be at the top of the screen and the details

will be on the lower part of the screen. Depending on whether the user is searching or viewing the details the appropriate part of the screen will automatically collapse.

Service Provider Search

The user will be able to search for providers based on a number of criteria, including name, address, type of provider, or services provided. This functionality is provided to the user in case they want to view services outside of those the currently selected provider is offering.

Facility

The screen will enable the user to view and edit detailed facility information. Addition of facilities to a provider will also be achieved through this screen. The same screen will be used to search for a facility. The search functionality will be at the top of the screen and the details will be on the lower part of the screen. Depending on whether the user is searching or viewing the details the appropriate part of the screen will automatically collapse.

Service Offering

The screen will enable the user to view and edit detailed service offering information. Addition of service offerings to a provider will also be achieved through this screen. The same screen will be used to search for a service offering. The search functionality will be at the top of the screen and the details will be on the lower part of the screen. Depending on whether the user is searching or viewing the details the appropriate part of the screen will automatically collapse.

Reporting

Three reports will be developed as part of the application: CADDS Provider Summary, DATAR, and GPRA. The reports will be generated automatically and will be available for all the users to view depending on their security profile. The format of the pre-defined reports generated by the AOD system will need to be defined during the detailed design phase of the project. Figure A-4 shows the reporting module.

Reporting Module

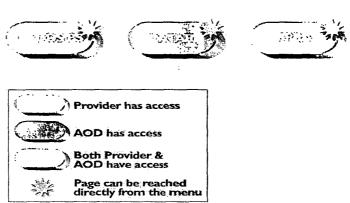


Figure A-4 The Reporting Module



Soon to become Braxton.

Utilities

This module will be available to the AOD analysts and will provide the support functions that are used to help coordinate data and maintain the AOD system. The privileges the user has on the screens will depend on their security profile. Figure A-5 describes the utilities module.

Users

This screen will provide user name, address, telephone number, and user identification information. New users can be added and existing users' information can be updated using this screen. This screen will also be used to assign users to roles.

Groups

This screen will provide the functionality to create, view, update information on user-groups. It will also be used to view and assign users to groups

Provider has access AOD has access Both Provider & AOD have access Page can be reached directly from the menu

Figure A-5 The Utilities Module

Group Security Assignment

This screen will be used to create and maintain security profiles. The screens accessible to a group and the privileges a group will have on a screen will also be defined here.

Table maintenance

Users with appropriate access will be able to view all the reference tables in the application.

Reference Table Detail

Users with appropriate access will be able to add, delete, look up, and maintain reference table values

3.4 Ad-hoc Reporting

In addition to the three pre-defined reports that are available within the reporting module, a de-normalized extract will be provided to the AOD analyst to facilitate ad-hoc reporting. This extract will be loaded into the SHARP Data Warehouse by the SHARP team and existing

reporting tools will be used to create reports by querying this data. The extract will be produced on a monthly basis. The layout of this extract will be finalized during the detailed design phase of the project.

3.5 Navigating the Application

Figure A-6 shows a typical application screen with the module tabs, sub-module tabs, functionality tabs, header detail, hyperlinks, and buttons highlighted.

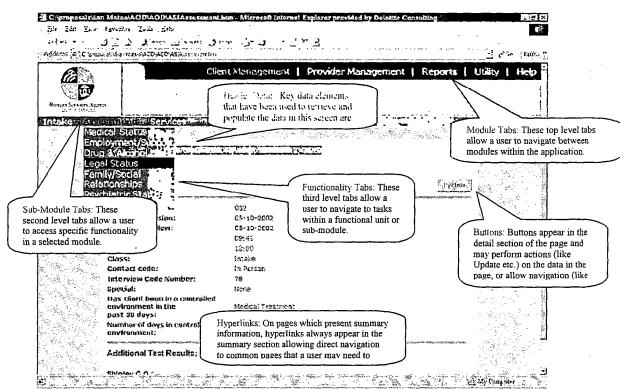


Figure A-6 A typical screen of the proposed application

The module tabs are always visible with the current module being highlighted. The sub-module tabs that are displayed vary depending on the Module the user is in and the current sub-module is highlighted. The functionality tabs under each sub-module tab are created dynamically when the mouse pointer is held over a sub-module tab. Further the actual module, sub-module and functionality tabs that are visible to a user depend on the user's security profile.

Most screens can be displayed in one of three modes: read-only, new, and update view. The availability of a mode to a user will depend on the user's security profile. The read-only view will be presented as read-only for the entire screen, the new view will display blank fields for all elements, and the update view will display the screen data in pre-populated editable fields.

The following general characteristics will apply to all screens.

- In screens with a table, the first column in each table will typically have a hyperlink that takes the user to a detail-screen. (For example, the address hyperlink takes a user to the detailed address screen for that client).
- When tables are displayed on a screen, they are displayed in a Read-Only mode. In order to edit the data in a table the user will have to navigate to a linked screen and can only do so if their security profile permits it.

Appendix B – Server Specifications

Server specifications for the AOD system are included in the table below.

| Hardware | Environment | Units |
|--|-------------|--|
| Dell PowerEdge 6650 P4 XEON 1.4GHT z 2 processors 4 GB SDRAM 36 GB RAID 5 HD Windows 2000 Sever 3 Years Gold Support | Production | 1 for Production Application |
| Dell PowerEdge 6650 P4 XEON 1.4GHT z 2 processors 4 GB SDRAM 73 GB RAID 5 HD Windows 2000 Sever 3 Years Gold Support | Production | 1 for Production Database |
| Dell PowerEdge 6650 P4 XEON 1.4GHT z 2 processors 2 GB SDRAM 72 GB RAID 5 HD Windows 2000 Sever 3 Years Gold Support | Development | 1 for Development Application and Database |

Deloitte Consulting L

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 with these terms are attached. Deloitte Consulting's services may include advice and recommendations, but all decisions in connection 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" (similar policies as may be adopted and amended by Deloitte Consulting from time to time) whereby such personnel spend four (4) days 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 thin:

 (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 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. The term of this agreement is from 11/01/2002 in 6/30/2003.

4. 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 confidence 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.
- 5. 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.
- 6. 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.
- 7. 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.
- 8. 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.
- 9. 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, NEGILIGENCE) OR OTHERWISE) RELATING TO THIS ENGAGEMENT.

GENERAL BUSINESS TERMS (continued)

10. Other Terms.

- a) Force Majeure. Except for the payment of money, neither party shall be liable for any delays or other non-performance resulting for 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), and or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agence or authority.
- b) Independent Contractor. Each party is an independent contractor, and neither party is, nor shall represent itself to be, an agent, parties fiduciary, joint venturer, co-owner or representative of the other.
- c) <u>Survival</u>. All sections herein relating to payment, license and ownership, confidentiality, warranties, limitations of warranties, limitations of 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 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 hereunds (including, without limitation, interests or claims relating to this engagement) without the prior written consent of the other party. Deletile Consulting may, upon notice to Client, subcontract or delegate its obligations and responsibilities hereunder to its related and affiliate, 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) <u>Entire Agreement</u>. 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.

SAN MATEO COUNTY MEMORANDUM

RISK MGMT.

| DATE: | 9/24/2002 | | · | | |
|--|------------------------------|---------------------|---------------------|----------------|-----------|
| TO: | Priscilla Harris | Morse | FAX: 363-4864 | PONY: EPS | 163 |
| FROM: | Lucho Bravo FAX: 596-3478 | : | PONY: HSA 202 | | |
| SUBJECT: | Contract Insur | ance Approva | al · | | |
| The following is to be | completed by th | ne departmen | t before submiss | ion to Risk Ma | nagement: |
| CONTRACTOR NAM | ME: Deloitte Cor | nsulting | | | |
| DOES THE CONTRA | ACTOR TRAVE | L as a pari | OF THE CONT | RACT SERVIC | ES?: |
| NUMBER OF EMPL Deloitte Consulting w | | | | | yed by |
| DUTIES TO BE PER based system based or Other Drugs Services. | n the requirement | | | - | |
| The following will be | completed by I | Risk Managen | ent: | | |
| INSURANCE COVE | RAGE: | Amount | Approve | Waive | Modify |
| Comprehensive Gener | ral Liability | \$ m | | | |
| Motor Vehicle Liabili | ty | s 9 M | | | |
| Professional Liability | | \$. | _ 🗆 , | | |
| Workers' Compensati REMARKS/COMME | | sstututo | m D | | |
| | Risk | vulla Management | Mosso_ Signature | | -2-02 |

| | : N | MARSH USA INC | | CERTIFIC | ATEOFI | NSURANCE | CERTIF | ICATE NUMBE |
|---|------------|--|---|---------------------------------|---|--|-------------|------------------------------|
| | PRODI | | tage of the first of the first of the second of the | | | A MATTER OF INFORMATION | | |
| Ì | 4 Star | n USA Inc. mford Plaza Im Street | | POLICY, THIS | PON THE CERTIFICA CERTIFICATE DOES THE POLICIES DES | TE HOLDER OTHER THAN THE NOT AMEND, EXTEND OR A | LTER TH | IVIDED IN THE IE COVERAGE |
| | Stam | :m Street ford, CT 06902 (203) 964-2500 | • | AFFORDED B | | ES AFFORDING COVE | RAGE | - |
| | | 3CAS- | | COMPANY | DANISDORTATIO | NI INSTITUTOR CO | | |
| | INSUR | <u></u> | | COMPANY | MINITORIA | N INSURANCE CO | | |
| | | tte & Touche USA LLP tte Consulting | | | ONTINENTAL CA | SUALTY CO | <u> </u> | |
| | P.O. | estport Road Box 820 | | COMPANY C TI | RANSCONTINEN | TAL INS CO | | |
| | Wilton | n, CT 06897-0820 | | COMPANY | | | | |
| | COV | ERAGES | | | PAUL FIRE & M/ | ARINE INSURANCE COM | | Lister Control |
| | 71 | HIS IS TO CERTIFY THAT POLICIES | OF INSURANCE DESCRIBED HEREIN HAVI TERM OR CONDITION OF ANY CONTRACT | | | | ERIOD IN | |
| | PI | | Y THE POLICIES DESCRIBED HEREIN IS SUE | | | | | |
| | co | TYPE OF INSURANCE | 1 | | POLICY EXPIRATION | | wite . | |
| | LTR | GENERAL LIABILITY | POLICY NUMBER GL 251924351 | DATE (MM/DD/YY) 06/01/02 | DATE (MM/DD/YY) 06/01/03 | LII | MITS | 0.000.00 |
| | سز ۱۰۰ | X COMMERCIAL GENERAL LIABILITY | 1 | 06/01/02 | 06/01/03 | GENERAL AGGREGATE PRODUCTS - COMP/OP AGG | \$ | 3,000,00 |
| | | CLAIMS MADE X OCCUR | GL 251924401 (Puerto Rico) | 06/01/02 | 06/01/03 | PERSONAL & ADV INJURY | \$ | 1,000,00 |
| | | OWNER'S & CONTRACTOR'S PROT | | 1 | | EACH OCCURRENCE | \$ | 1,000,00 |
| | | | | | | FIRE DAMAGE (Any one fire) MED EXP (Any one person) | \$ | 10,00 |
| | - ۱ | AUTOMOBILE LIABILITY | BUA 251924365 (A/S) | 06/01/02 | 06/01/03 | COMBINED SINGLE LIMIT | \$ | 1,000,00 |
| | B E | ANY AUTO | BUA 251924379 (PARTNERS TX) BUA 251924382 (PHD A/S) | 06/01/02 | 06/01/03 06/01/03 | BODILY INJURY | \$ | |
| | F | SCHEDULED AUTOS | | | | (Per person) | - | |
| | | HIRED AUTOS | | | | BODILY INJURY (Per accident) | \$ | |
| : | | X AUTO PHYSICAL DAMAGE | \$500 DEDUCTIBLE COMP/COLL. | | | PROPERTY DAMAGE | \$ | |
| | - | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT | \$ | |
| i | | ANY AUTO | | | | OTHER THAN AUTO ONLY: | \$ | |
| : | | | | | | EACH ACCIDENT AGGREGATE | \$ | |
| • | D | EXCESS LIABILITY | QK09000184 | 06/01/02 | 06/01/03 | EACH OCCURRENCE | \$ | 5,000,00 |
| | <u> </u> | X UMBRELLA FORM OTHER THAN UMBRELLA FORM | | | | AGGREGATE | \$ | 5,000,00 |
| | С | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | WC 251924334 | 06/01/02 | 06/01/03 | | | |
| į | | THE PROPRIETOR/ INCL | | | | EL EACH ACCIDENT EL DISEASE-POLICY LIMIT | \$ | 1,000,00 |
| | 1 | PARTNERS EXECUTIVE X EXCI | | | | EL DISEASE-EACH EMPLOYEE | \$ | 1,000,00 |
| | | JI TIEK | | | | | | |
| | | | | | | | | |
| | DESCI | RIPTION OF OPERATIONS/LOCATION | SIVEHICLESISPECIAL ITEMS (LIMITS MAY | BE SUBJECT TO DEDU | CTIBLES OR RETENT | nons) | | |
| | | | | | | | | |
| | | | | | | | | |
| | CER | TEICATE HOLDER | | | TION | | | |
| | <u>.</u> | | | | | HEREIN BE(CANCELLED BEFORETH L'ENDEAVOR TO MAIL | | |
| | For in | nformation Purposes Only | ₹ X | l l | | FAILURE TO MAIL SUCH NOTICE SHA | | |
| | • | | | LIABILITY OF ANY KI | ND UPON THE INSURER A | FFORDING COVERAGE, ITS AGENTS (| JR REPRES | ENTATIVES. |
| | | | | MARSH USA INC. BY: John Lapi | | ** | | |
| | 200 | | Tarranti (Marianta) | | | VAČID AŠ O | *DB/09/ | na state it |
| | | | <u> </u> | <u></u> | -0.13-11 -305196 | The state of the s | | THE PARTY OF THE PERSONNELS |
| | | | | | | | • | |
| | | | | | | | | |
| | | | | | | | | |

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

| l Vendo | or Identification | | |
|-----------------------|--|---|---|
| Conta Addre | Number: | Deloitte Consu John Skowron 2868 Prospect Sacramento, CA 412-402-5228 916-288-3131 | Park Drive. Suire 400 95670 |
| II Emplo | | · · · · · · · · · · · · · · · · · · · | |
| Does | the Contractor ha | ve any employees? | ☑ Yes ☐ No |
| Does | the Contractor pro | ovide benefits to spo | ouses of employees? 🗶 Yes 🗌 No |
| | *If the answ | ver to one or both of the | e above is no, please skip to Section IV.* |
| III Equa | Benefits Compl | iance (Check one) |) |
| ei Ye in D N | mployees with spo es, the Contractor lieu of equal bene o, the Contractor o | ouses and its emplo complies by offerin efits. does not comply. nder a collective bar | g equal benefits, as defined by Chapter 2.93, to its yees with domestic partners. g a cash equivalent payment to eligible employees rgaining agreement which began on |
| IV Decia | ration | | |
| true and | d correct, and that ed this 23rd day of | I am authorized to | aws of the State of California that the foregoing is bind this entity contractually. Sacramento |
| (State) | Signature | | (City) John Skowron Name (Please Print) |
| Princ | ipal Title | · . | 06-1454515 Contractor Tax Identification Number |
| | 1706 | | Ovination Lax Identification Number |