

**AMENDMENT TO AGREEMENT
WITH DELOITTE CONSULTING**

THIS AMENDMENT TO AN AGREEMENT, entered into on this _____ day of _____, 2003, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and DELOITTE CONSULTING, hereinafter called "Contractor".

WITNESSETH:

WHEREAS, the parties entered into an Agreement on March 14, 2003, for Phase I of developing a web-based electronic application processing system; and

WHEREAS, the parties now wish to amend the Agreement to add Phase II of the project and extend the amount of the Agreement.

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

1. Section 1: **Exhibits** is amended to read as follows:

- Exhibit A: Description of Services
- Exhibit A1: **Description of Services for Phase II - New Material**
- Exhibit B: Deloitte Consulting General Business Terms
- Exhibit C: Equal Benefits Compliance Declaration Form
- Attachment I: **Budget for Phase II - New Material**
- Attachment II: **Participation in County Collaborative Pilot – New Material**

Said Exhibits and Attachments are hereby incorporated by reference into Agreement.

2. Section 2: **Services to be performed by Contractor** is hereby amended to read as follows:

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 Exhibits A, A1, B, C and Attachments II attached hereto and by this reference made a part thereof.

3. Section 3. **Term** is hereby amended to read as follows:

The term of this Agreement shall be from March 14, 2003 to **June 30, 2004**.

4. Section 4: **Payments** is hereby amended to read as follows:

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in the Exhibits and Attachments hereto, County shall make payment to Contractor in the manner and amounts specified in the Exhibits and Attachments. 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 \$442,000, **four hundred forty-two thousand dollars.**

5. Section 11: **Merger Clause** is hereby amended to read as follows:

This Agreement, including the Exhibits and Attachments 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.

6. **Exhibit B, General Business Terms**

Section 7. **Limitation on Damages,** is hereby amended to read as follows:

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 greater of \$500,000 or 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.

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

COUNTY OF SAN MATEO

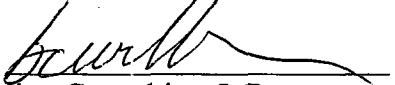
ATTEST:

By: _____
Rose Jacobs Gibson, President
Board of Supervisors

Clerk of the Board

Date: _____

Dated: _____

By: 
Deloitte Consulting L.P.
Bobbie C. Wilbur
Principal, Deloitte Consulting

Date: 4/26/03

Exhibit A1

Description of Services Phase II of Web-Based Electronic Application Processing System Agreement with Deloitte Consulting

I Contractor's Responsibilities for Phase II:

In completing Phase II of the Web-Based Electronic Application Processing System, the Contractor will:

1. Complete the eligibility determination functionality.
2. Establish the document management technical infrastructure.
3. Establish the document management functionality to allow the ability to manage the verification documents and match them up with the appropriate applicants.
4. Conduct user acceptance testing for the client facing functionality.
5. Make appropriate modifications to One-e-App and implement the client facing functionality.
6. Develop an electronic interface from One-e-App to the San Mateo Health Plan for providing them required information on eligible members. The Health Plan will have the responsibility for providing the format and data they require. The Contractor will deliver this information to the Health Plan in a format that is supported by their current technical environment.
7. Provide a Health Plan "view" which will consist of windows that allow the Health Plan to update client demographics when the Health Plan learns new information and to update premium payment information. Finally, this view will also allow the Health Plan to know what the status of beneficiary invoices, as well as notification that the family has been granted a hardship waiver of premiums.
8. Provide the capability of One-e-App to produce a paper invoice for letting families know that they have a premium coming due.
9. Provide the capability of One-e-App to track program eligibility durations and alert appropriate parties for such activities as retention and application renewal support.
10. Provide the capability of One-e-App to create a report that allocates the premium to the appropriate funder based on hierarchy provided by the County.
11. Provide the capability of One-e-App to track waivers of family contribution that have been granted due to hardship.
12. Provide the capability of One-e-App to edit and print notices and labels related to renewal, dis-enrollment or ineligible letters. Notices are also stored for the purposes of historical view.
13. Provide the capability of One-e-App to track reasons for dis-enrollment as provided by the Health Plan. The Health Plan has asked that it be provided pick list values for updating this information. The Health Plan will update this information through the application over the Internet
14. Provide the County with a copy of the San Mateo SQL database on a monthly basis so queries can be run to meet other reporting needs locally.
15. Provide Certified Application Assistants and Eligibility Workers with the ability to electronically update Health-e-App with information gathered in One-e-App. With this "capture system" functionality, an individual would launch an executable that would initiate a second instance of the browser and copy or post participant information from One-e-App to Health-e-App one web page at a time. This solution reduces the dependency of state involvement in this project. A longer term solution is to have the state accept an electronic interface from One-e-App. The longer term solution is not part of the scope of this project.
16. Complete the Well Program design and development.
17. Conduct user acceptance testing for the Healthy Kids Operation Support and Well program functionality.
18. Make appropriate changes to One-e-App and implement.
19. Maintain the One-e-App for 12 consecutive months, beginning on the date the One-e-App is implemented, that consists of such services as:
 - Secondary-level help desk support (8:00 AM – 5:00 PM PST)
 - Bug fixes to the application as implemented

- Hardware/Software maintenance:
 - Installing third party software upgrades
 - Maintaining or managing maintenance agreements with third party software vendors
 - Installing patches
 - Installing point release upgrades
 - Establish virus protection run anti-virus software at the server level
 - Monitor and review system performance, including:
 - Availability of system
 - Document management solution
 - Monitor interface activity
 - Testing One-e-App function performance on a monthly basis, or more frequently, if necessary
 - Periodically validating that the “capture system” stays in sync with state web application
 - Telecommunications infrastructure management for the hosted solution at the Contractor’s office including:
 - Switch
 - Router
 - T1 services
 - Fax lines
 - 1-800- Help Desk Line
 - Verisign certificates and encryption key
 - Perform database management
 - Perform daily incremental back-up on-site and weekly off-site storage
 - Conduct performance monitoring weekly, that includes regular stress testing
 - Conduct database sizing analysis monthly
 - Monitor the county database instances
 - Monitor the timely and complete distribution of data to counties as set forth in the design
20. Complete all services of Phase II and deliver One-E-App and supporting information technology as described in this Exhibit.

II. Timeline:

In order to complete the project within the budget proposed the Contractor will complete the services outlined within an estimated eight (8) weeks of the execution of the first Amendment.

Targeted completion date of the services outlined herein will be by May 30, 2003 for a County implementation date of June 2, 2003. All dates are estimated.

Activities to be conducted consist of:

Activity	Start Date	End Date
Project Management	4/1/2003	5/30/2003
Code, Unit Testing and Integration Testing	4/1/2003	5/23/2003
User Acceptance Testing	5/5/2003	5/23/2003
Data Migration	5/26/2003	5/28/2003
System Acceptance	5/30/2003	5/30/2003

Additionally, this project includes an annual maintenance of 12 consecutive months for the One-e-App provided by Deloitte Consulting to start at the date of implementation.

III. Amount and Method of Payment for Phase II:

The Contractor will perform Services on a fixed-fee basis. The fee for Phase II is \$256,000 plus \$87,000 for annual maintenance. The fees shown in Exhibit A and Exhibit A1 are inclusive of all expenses associated with the scope of work described herein. The County's payment obligation for both Phase I and Phase II shall not exceed \$442,000.

Payment schedule will be as follows based on budget shown in Attachment I:
The County shall pay Contractor monthly for actual costs incurred upon receipt and approval of monthly invoices.

Funding for line items in budget (Attachment I) may be adjusted upon agreement of both parties, but shall not exceed the total Agreement obligation of \$442,000.

As outlined in Attachment II, San Mateo County is actively working with the California HealthCare Foundation to develop a County Collaboration model. As the initiating county, Deloitte Consulting has identified specific benefits to San Mateo County, including a cost savings of \$4,500 in maintenance costs should San Mateo and at least two other counties also join the County Collaborative Pilot.

San Mateo County One E-App Budget - Phase II

Project Component	Description	DC Cost	SM County Cost
Development			
	Development Costs - Phase 2 (Estimated Concurrent Users = 80)	\$ 216,500	\$ 216,500
	Development Environment	\$ 32,000	No Charge
	Development Sub-Total	\$ 248,500	\$ 216,500
IT Hardware/Software			
	Web/DB Server	\$ 10,000	\$ 10,000
	Window Ops	\$ 4,000	\$ 4,000
	Sequel Server	\$ 1,500	\$ 1,500
	Fax, Cardiff	\$ 8,000	\$ 8,000
	Fax, Server	\$ 3,000	\$ 3,000
	Miscellaneous	\$ 2,000	No Charge
	T1 (6 mos)	\$ 13,000	\$ 13,000
	High Performance Switch (F-5)	\$ 15,000	No Charge
	IT Sub-Total	\$ 56,500	\$ 39,500
Maintenance			
	Maintenance - 12 Months	\$ 87,000	\$ 87,000
	Maintenance Sub-Total	\$ 87,000	\$ 87,000
	Phase 2 Total	\$ 392,000	\$ 343,000
	Phase 1 Total	\$ 99,000	\$ 99,000
	Grand Total Phase 1 and 2	\$ 491,000	\$ 442,000

Participation in County Collaborative Pilot

This information is provided as a further explanation of the overall multi-county regional One-e-App project. It does not affect the scope of work or pricing presented in this contract.

As mentioned, San Mateo County has been the leader on the One-e-App Project, pulling other counties together to participate in a County Collaborative Pilot being established by the California HealthCare Foundation (Foundation). Presently, Alameda and Santa Clara are close to entering into agreements with Deloitte Consulting to join the County Collaborative.

As the first county, San Mateo has developed a contract with Deloitte Consulting that will enable it to defray costs to other Counties as they join the County Collaborative Pilot.. In addition, this pilot will enable the counties to increase collaboration on the development and implementation of the One-e-App system. The success of the pilot will also likely lead to more interested counties, such as Los Angeles, Santa Cruz, San Francisco and Solano counties, to share in the costs of the One-e-App.

The Foundation owns the One-e-App application and has the sole rights to license this software to San Mateo County. The Foundation has given Deloitte Consulting exclusive rights to license and modify this software.

Benefits of joining this County Collaborative include:

- ✓ San Mateo's license costs will be waived by the Foundation which approximates \$28,000 savings for San Mateo.
- ✓ Additionally, San Mateo is not being charged the cost of establishing the development environment required to make the modifications, add functionality and maintain One-e-App. The cost of the development environment, approximately \$32,000 is being charged to other counties.
- ✓ Certain infrastructure costs, including the operating system, Cardiff software, Castelle fax solution, database, and the cost of the high-performance switch are either shared costs or are being paid for by other participating counties. The benefits are an estimated cost avoidance of \$17,000. Also, San Mateo will realize an actual cost savings of \$4,500 in the original contract. This \$4,500 savings will be available to San Mateo County in cost offsets to maintenance costs should San Mateo join the County Collaborative and at least two other counties also join the County Collaborative Pilot.
- ✓ Cost for maintaining the San Mateo One-e-App are also reduced to reflect shared resources for the help desk and for servicing the T1 communications line. The estimated savings to the county approximates \$20,000. This cost savings is already reflected in the price of maintenance included in this contract.
- ✓ In addition, the development of future common enhancements is intended to be shared by Counties in the pilot. Certain other benefits, functionality and sharing of resources are also anticipated by joining the County Collaborative. The expected benefits to San Mateo County include such additional functionality as:
 - The implementation of the NameSearch product which supports "probabilistic" matching as opposed to exact name matches. Probabilistic matching improves the user's ability to find previous applicants through the use of filters, or criteria (e.g. name of assistor, date ranges, social security number).
 - An applicant wait list management module for the Healthy Kids program.
 - Rules administration module for the rules engine.

To accrue these benefits, San Mateo and other counties that are considered part of the County Collaborative Pilot (i.e., Santa Clara and Alameda) must sign the One-e-App licensing agreement. These benefits, functionality and sharing of resources is likely to accrue to San Mateo in the first six months after signing the One-e-App license agreement.

Should San Mateo County requests for specific customizations that exceed the scope of those adopted by the County Collaborative Pilot, payment for these enhancements will be the responsibility of San Mateo County.

Other County Participation in County Collaborative - It is expected that other counties will likely join the County Collaborative. These other counties would be counties other than San Mateo, Alameda and Santa Clara. In this circumstance, San Mateo and other County Collaborative Pilot Counties, anticipate costs avoidance for leveraging additional common enhancement features implemented in the San Mateo One-e-App and a reduction in the cost of maintenance resulting from shared services.

San Mateo County is working closely with other participating counties in the Pilot and the Foundation to establish a method to have additional counties join the County Collaborative. Those counties who join the County Collaborative and who were not who were not part of the County Collaborative Pilot will be responsible for paying for their share of the initial development costs of One-e-App incurred by the Pilot Counties. It is currently anticipated that the initial development costs collected from these additional participating counties will be used to finance future enhancements or reduce maintenance costs of One-e-App for all counties participating in the County Collaborative. San Mateo, if they join the County Collaborative, will be a full partner at the table with other Pilot Counties, the Foundation and Deloitte Consulting to identify the method of quantifying the contribution and on-going cost allocations between parties.

SAN MATEO COUNTY
MEMORANDUM

DATE: 12/6/02
TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163
FROM: Carla Damante FAX: (650) 596-3478 PONY: HSA210
SUBJECT: Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Deloitte Consulting One-e-App for Healthy Kids

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?:
No

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: N/A

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Initiate the design, development, and implementation of One-e-App, a web-based application processing system that facilitates the processing, collection and storage of data for the Healthy Kids and other locally managed eligibility programs.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	\$ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Priscilla Morse
Risk Management Signature

12-9-02
Date

MARSH USA INC.

CERTIFICATE OF RANCE

CERTIFICATE NUMBER
NYC-000907406-00

PRODUCER
Marsh USA Inc.
4 Stamford Plaza
107 Elm Street
Stamford, CT 06902
t: (203) 954-2500

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, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

- COMPANY
A TRANSPORTATION INSURANCE CO
- COMPANY
B CONTINENTAL CASUALTY CO
- COMPANY
C TRANSCONTINENTAL INS CO
- COMPANY
D

630003-CAS-

INSURED
Deloitte & Touche USA LLP

10 Westport Road
P O Box 820
Wilton, CT 06897-0820

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS 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	GL 251924351	06/01/02	06/01/03	GENERAL AGGREGATE \$ 3,000,000
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	GL 251924396 (Canada)	06/01/02	06/01/03	PRODUCTS - COM/PROP AGG \$ 2,000,000
B	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROT	GL 251924401 (Puerto Rico)	06/01/02	06/01/03	PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 1,000,000 MED EXP (Any one person) \$ 10,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	<input 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				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 251924334	06/01/02	06/01/03	<input checked="" type="checkbox"/> INC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE-POLICY LIMIT \$ 1,000,000 EL DISEASE-EACH EMPLOYEE \$ 1,000,000
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input checked="" type="checkbox"/> EXCL				
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS)

Reference: Human Services Agency

CERTIFICATE HOLDER

San Mateo County
400 Harbor Blvd, Building C
Belmont, CA 94002

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE 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: John Lapreay

MM1(9/99)

VALID AS OF: 05/31/02