

**SECOND AMENDMENT TO THE AGREEMENT
WITH STELLENT, INC.**

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

WITNESSETH:

WHEREAS, the parties entered into an Agreement on January 25, 2002, for maintenance and software support services; and

WHEREAS, on January 15, 2003, a First Amendment was entered into for upgrading of software and renewal of the software support services; and

WHEREAS, the parties now wish to further amend the Agreement to purchase additional software, licenses and professional services.

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

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

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth in the Agreement and in all subsequent Amendments hereto, County shall make payment to Contractor in the manner and amount 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 **\$152,268.**

One hundred fifty two thousand two hundred and sixty eight dollars.

2. Exhibit A, **I. Description of Services to be Performed by the Contractor and II. Amount and Method of Payment** is hereby replaced in its entirety by Exhibit A1 Revised 05/03, and is attached hereto and incorporated by reference therein.
3. All other provisions of the Amended Agreement shall remain in full force and effect.

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

COUNTY OF SAN MATEO

ATTEST:


By: _____
Rose Jacobs Gibson, President
Board of Supervisors

Clerk of the Board

Date: _____

Dated: _____

STELLENT, INC.

By:  _____
John Page

Date: 6/20/03

Agreement between the County of San Mateo and Stellent, Inc.

I. Purpose:
This is an Agreement with Stellent, Inc. to provide the following:

- Purchase software and licenses in the amount of \$63,903 plus taxes in the amount of \$5,271, as described in Attachment F
- Professional services in the amount of \$46,494
- Estimated travel expenses \$10,500

II. Other Attachments:

- The following attachments are attached hereto and incorporated by reference therein:
- Standard Maintenance and Support Program
 - Attachment A1: Technical Services and Cost Estimate
 - Attachment C: Equal Benefits Compliance Form
 - Attachment D: Waiver Request of Equal Benefits
 - Attachment E: Technical Services Agreement (SOW for Professional Services) – New Material**
 - Attachment F: Price for Software Purchase – New Material**

III. Amount and Method of Payment

The total amount of this Agreement shall not exceed \$152,268:

Previously paid to Contractor FY 2001-02	\$18,100
Previously paid to Contractor FT 2002-03	<u>8,000</u>
	\$26,100
Purchase new software and licenses FY 2002-03	\$ 63,903
Taxes for new software and licenses FY 2002-03	5,271
Professional services for FT 2002-03	46,494
Estimated travel expenses	<u>10,500</u>
	\$152,268

Of the total amount of this Agreement, \$69,174 is a one time cost and will be paid when the software and licenses are delivered. The Professional services amount of \$46,494 will be invoiced on a monthly basis at the rate of \$7,749 per month for six (6) months beginning July and ending December 2003. The amount for reasonable travel expenses will be as approved by the Director of Automation, but not to exceed \$10,500.

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality within paragraph 8 and the Hold Harmless provision within paragraph 7 shall survive termination of this Agreement.

Technical Services Agreement and Work Order

Customer: County of San Mateo
Work Order Number: 3012
Date of Work Order: April 22, 2003

VALID ONLY IF SIGNED BY ALL PARTIES ON OR BEFORE JULY 22, 2003

1. Work Order

A. Technical Services and Cost Estimate

Cost Estimate:

Professional services per tasks defined in Section 1.D of this Work Order **\$46,494.00**
(246 hours @ \$189.00/hour US)

Stellent will provide the services described above (the "Services") on a time and materials basis at the rates set forth above. Stellent has prepared the above cost estimates in good faith for Customer's planning and budgeting purposes based upon the information available to Stellent as of the date of this Agreement. The time estimate above reflects all of the activities required to complete this statement of work, including development, project management, quality assurance, etc. Changed assumptions or circumstances, changes in the objectives or scope of the project, and/or new information acquired during the course of the project, may require additional efforts on the part of Stellent. Customer will pay Stellent for such additional efforts at the hourly rates set forth above. If Customer or Stellent become aware of circumstances that are likely to cause the Total Cost Estimate to be exceeded, the change order process described in Section 2.E below will be promptly initiated, and the parties will negotiate a mutually acceptable change order modifying the description of the Services and/or the cost estimates.

B. Project Name

Medi-CAL imaging project and upgrade of Stellent Content Server.

C. Project Leaders

Stellent:

Project Management:
James Schein
7777 Golden Triangle Drive
Eden Prairie, MN 55344
(952) 656-2766
james.schein@stellent.com

Technical Contact
to be determined
7777 Golden Triangle Drive
Eden Prairie, MN 55344

Customer:

Project Management:
Kathryn Cimarro
400 Harbor Blvd Building C
Belmont, CA 94002
(650) 802-7578
kciamarro@co.sanmateo.ca.us

Technical Contact
to be determined

D. Tasks to be Performed

Objectives:

County of San Mateo is in the process of implementing a Medi-Cal Call Center. The Call Center will access case information that has been scanned in to the Stellent Content Server. This Statement of work is written to address the implementation needs required for this project.

A current instance of Content Server is used to manage other internal content and will need to be reviewed to understand the existing infrastructure and make recommendations for incorporating the additional content. It is possible that a new metadata and security model will be recommended and that existing content will be archived off, remapped and submitted back to the content server with new metadata and security attributes.

Additionally, Stellent will perform a database migration from an existing Access database to an Oracle database and upgrade the existing Content Server from version 5.1 to 6.2.

Current Environment:

Operating System: WinNT
Database: Access
Web Server: IIS

Upgrade Environment:

Operating System: WinNT for Content Server/Win2000 for PDF Converter
Database: Oracle
Web Server: IIS

Analysis for metadata and security

Stellent will perform an analysis phase to understand the existing Content Server implementation and to understand requirements of the Medi-CAL project. Upon completion of the analysis, Stellent will assist with, and provide recommendations for a metadata and security model.

Tasks:

- Review existing implementation to understand metadata and security needs for existing content
- Review sample content for Medi-CAL project to understand categorization needs.
- Document any findings that will support a suggested metadata model
- Present initial approach for a metadata model
- Discuss security needs for the Medi-CAL content
- Identify if additional security groups/roles/accounts are necessary or if a different security model is recommended.
- Suggest recommendations for migrating content to new metadata if required.

Deliverables:

- Document and provide recommendations based on information learned in the analysis phase related to:
 - Metadata & Security models
 - Archive/migrate existing content and re-map metadata values based on recommendations if necessary.

Review of architecture for upgrade and database conversion

Stellent will review the existing architecture for purposes of installation of the Kofax software and a conduct a review of the existing Access database related to conversion.

Tasks:

- Review the existing architecture and confirm hardware requirements are sufficient for installation and implementation of the Kofax software (including recommended scanners).
- Review the existing Access database
- Convert the Access database to Oracle
- Configure the Content Server for use with new Oracle database
- Prepare new environment for Kofax Installation

Deliverables:

- Document any issues with the existing architecture and database
- Successful conversion of the Access to Oracle database
- Functioning instance of Content Server with Oracle database

Archive and Implementation of metadata and security

Stellent will archive the existing content stored in the Content Server repository. Changes will then be made to the metadata and security model and content archived back into with new mappings to the metadata and security attributes.

Tasks:

- Archive off existing content
- Update Metadata and Security model based on analysis findings
- Import content back to the content server

Deliverables:

- Successful import of data with new metadata and security mappings

Installation

Install and configure one instance of Kofax Ascent Capture to work with a currently installed instance of Stellent Content Server.

Tasks:

- Install two add-on instances of Stellent Content Server on a Windows NT/2000 Server
- Install two instances of Stellent Legacy Workgroup 25 on a Windows NT/2000 Server such that documents are scanned, indexed, OCR'ed, and checked into one instance of Stellent Content Server.
- Install TIFF to PDF Converter for purposes of full text indexing.
- Train up to two (2) County of San Mateo employees at the same time on the installation, batch creation, document creation, administration, and form field recognition.
- Mentor in the most appropriate of document separation and identification: Creation of up to two separation methods, which might include Manual Document Separation, Kofax Document Separator Sheets, or Automatic Page Recognition.
- Installation and configuration of Stellent 6.2 Legacy Integration script to automatically release scanned content to Stellent Content Server

Deliverables:

- Successful installation of Legacy Workgroup and TIFF to PDF Converter products
- Documentation necessary to support training and mentoring activities

Assumptions:

1. Customer has purchased and received all necessary software.
2. All servers will be configured with the supported operating system and any required options
3. All networking components are in place for proper communications between required systems. This includes established network protocols, domain name servers, firewall port configuration, web and email servers, etc.
4. Availability of Customer NT/2000 Administrator, Web Server Administrator, and Database Administrator.
5. Any knowledge transfer accomplished as a result of this or future consulting activities is not intended to substitute for formal training of personnel on the Stellent Content Management system, its usage and administration.
6. Training / mentoring activities do not include formal classroom instruction. No training materials will be provided as part of this SOW.
7. Customer will acquire all hardware/software necessary for the installation of Stellent Legacy Workgroup 25 version 6.x.
8. The Kofax scanner will be compliant as per the Kofax Ascent Capture supported scanners listed at <http://www.kofax.com/configurator>.
9. The scanning station will be installed on separate physical workstations.
10. The software Stellent Legacy Workgroup 5 version 6.x will be installed on one computer. No other applications (including Inbound Refinery) will be running on this computer.
11. County of San Mateo will provide Stellent with a diagram of the existing server architecture.
12. There are approximately 4,000 text documents stored in the repository.
13. There are no known customizations to the Content Server and therefore Stellent has not estimated any additional costs that may otherwise be incurred when performing an

- upgrade.
14. If the above assumptions are not met, additional costs may be incurred.
 15. Project Management time has been added to support the activities of this Statement of Work.

E. Timely Completion of Services

Timely completion of the Services within the cost estimate provided in Section 1.A is contingent on the readiness and availability of (1) Customer staff, when and as needed, throughout all phases of the project, and (2) the software, hardware and connectivity required for the on-site development and/or deployment of the developed software, including, but not limited to:

- Availability of a Subject Matter Expert for the content management application(s)
 - Security requirements and sequence understood
 - Content management application understood
- Production environment as specified in the Objectives of Section 1.D of this Agreement
- Availability of NT Server for DocRefinery installation requirements
- Forms layout with input/output and transactions identified (if applicable)
- All networking components are in place for proper communications between required systems.

If lack of access to Customer staff or the absence of any necessary software, hardware or connectivity delays the project, or if Customer delays or reschedules the Services, the project will be extended by the timeframe equivalent to the schedule delay. Except in the case of force majeure, if Customer reschedules the Services upon less than five (5) business days' notice, Customer shall pay Stellent a rescheduling fee (the "Rescheduling Fee") which is the lesser of fifty percent (50%) of the fees that would have been paid to Stellent for the Services (at the rates specified in Section 1.A) or 40 hours (at the rates specified in Section 1.A). In addition, Customer shall reimburse Stellent for any out-of-pocket expenses actually incurred as a result of the delay, including, without limitation, any non-refundable portion of travel-related expenditures. The foregoing notwithstanding, Stellent will use commercially reasonable efforts to reassign the resource(s) originally scheduled to work for Customer, and if and to the extent Stellent succeeds in doing so, will not charge Customer a Rescheduling Fee.

Stellent, Inc.
Price Quotation
MediCAL Imaging Project - Revised 5/21/03

Issued To:

Kathryn Ciamarro
County of San Mateo
400 Harbor Blvd
Building C
Belmont, CA 94002 USA

Phone: 650 802 7578

Fax:

Date: 4/22/2003

Quote Number: 3194MSP

Expiration Date: 5/30/2003

Terms: Net Upon Receipt
FOB Origination
Freight included
Sales Tax: \$5,271.00 (8.25%)
All prices are in USD.

Part No.	Description	Qty	List/Ea	Unit Price	Extended
Software CS50-V-A	Stellent Content Server 50 - Add-on Stellent Content Server (SCS) is a fully functional Content Management System providing end-to-end content management and personalized delivery of that content. The back end provides a rich set of library services such as check-in/check-out, revision control, security, subscription services, workflow, metadata and full-text searching, archiving, thumb-nailing, and content replication. The front end provides both native format contribution and HTML based Contribution Templates, personalized navigation, and a personalized search or content bookmark capability. The license provides for 50 contributors and unlimited number of consumers. "Contributors" shall mean a designated number of persons who have the ability to submit and edit managed content (native or form based).	1	\$50,000.00	\$35,000.00	\$35,000.00
LG-WK25	Stellent Legacy Workgroup 25 Stellent Legacy Workgroup 25 provides a workgroup scanning front end to a Stellent content server. Stellent Legacy Workgroup 25 utilizes industry leader Kofax Ascent Capture for batch scanning, image cleanup, OCR, forms processing, index validation, and metadata verification. Stellent Legacy Workgroup 25 is limited to 25,000 scans per month. Optionally, Adobe Acrobat Capture (purchased separately) can also be utilized for conversion of the scanned image (TIFF) to a common web viewable format (PDF). The Stellent Legacy Integration module (included) feeds the Stellent content server through direct HTTP check-in.	2	\$5,775.00	\$4,042.50	\$8,085.00

PDFT-P	Stellent Tiff Conversion Primary Stellent Tiff Conversion converts TIFF images to PDF format. Upon check-in of single or multi-page TIFF files, Tiff Conversion will convert single TIFF images to a single PDF file, or convert the multi-page TIFF file to a multi-page PDF file. *Adobe Capture 3.0 Cluster Edition Required. *Customer responsible for purchase of Adobe products.	1	\$10,000.00	\$7,000.00	\$7,000.00
PDFT-A	Stellent Tiff Conversion Add-on Stellent Tiff Conversion converts TIFF images to PDF format. Upon check-in of single or multi-page TIFF files, Tiff Conversion will convert single TIFF images to a single PDF file, or convert the multi-page TIFF file to a multi-page PDF file. *Adobe Capture 3.0 Cluster Edition Required. *Customer responsible for purchase of Adobe products.	1	\$5,000.00	\$3,500.00	\$3,500.00

		Software List :	\$76,550.00	Extended:	\$53,585.00
Support					
LG-WK25-M	Stellent Legacy Workgroup 25 Annual Support	2	\$870.00	\$609.00	\$1,218.00
PDFT-P-M	Tiff Conversion Primary Annual Support	1	\$2,000.00	\$1,400.00	\$1,400.00
CS50-A-M	Content Server 50 Add-on Annual Support	1	\$10,000.00	\$7,000.00	\$7,000.00
PDFT-A-M	Tiff Conversion Add-on Annual Support	1	\$1,000.00	\$700.00	\$700.00
		Support List :	\$14,740.00	Extended:	\$10,318.00
		Quote Totals List:	\$91,290.00	Extended:	\$63,903.00

Accepted By:

 Authorized Signature

 Print name

 Title

 Date

SAN MATEO COUNTY
MEMORANDUM

DATE: May 21, 2003
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: Stellent, Inc.

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: Maintenance and support to Intradoc application, software used for the Intranet.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$ 1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$ 1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	\$500k	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:


Risk Management Signature

5-21-03
Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DE
STELL-1

DATE (MM/DD/YYYY)
04/07/03

PRODUCER
Apollo Insurance Agency
P O Box 1206
St Cloud MN 56302-1206
Phone: 320-253-1122 Fax: 320-259-3890

INSURED
Stellent Inc
Etal
7777 Golden Triangle Dr
Eden Prairie MN 55344

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Continental Casualty Co	20443C
INSURER B: American Casualty Company	20427C
INSURER C: Valley Forge Insurance Co	20508C
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blkt Addl Insured GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input checked="" type="checkbox"/> LOC	TCP2067749516	04/01/03	04/01/04	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea-occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BUA2067759298	04/01/03	04/01/04	COMBINED SINGLE LIMIT (Ea-accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$25,000	CUP257314974	04/01/03	04/01/04	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC2067749564	04/01/03	04/01/04	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

TCFEXPR

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATIC DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
John S. Delinsky