

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
INTELEGY CORPORATION**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and InTelegy  
Corporation, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract  
with independent contractors for the furnishing of such services to or for County or any  
Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose  
of performing the professional services of overseeing the integration of the technical  
components of the Human Services Agency's Medi-Cal TeleCenter and ensure that each  
project and technology amalgamate effectively into a comprehensive support system at the  
TeleCenter worker's desktop. Additionally, InTelegy will provide consulting services to  
TeleCenter managers to assist with troubleshooting, quality control, planning and the  
identification of system enhancements throughout the first year of operations.

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

**1. Exhibits.**

The following exhibits are attached hereto and incorporated by reference herein:

Exhibit A—Description of Work

Exhibit B—Amount and Method of Payment

Exhibit C - Equal Benefits Compliance Declaration Form

**2. Services to be performed by Contractor.**

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall  
perform services for County in accordance with the terms, conditions and specifications set  
forth herein and in Exhibit "A."

**3. Payments.**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed \$188,000 (One hundred eighty eight thousand dollars).

**4. Term and Termination.**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **December 2, 2003 through November 30, 2004.**

This Agreement may be terminated by Contractor, the Director of Human Services Agency or his/her designee at any time without a requirement of good cause upon **sixty (60) days'** written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

**5. Availability of Funds.**

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

**6. Parties.**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

**7. Hold Harmless.**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**8. Assignability and Subcontracting.**

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately

**9. Insurance.**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance.** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of

the work of this Agreement.

- (2) **Liability Insurance.** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- |   |             |
|---|-------------|
| (a) Comprehensive General Liability .....   | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance ..... | \$1,000,000 |
| (c) Professional Liability .....            | \$1,000,000 |

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

**10. Compliance with laws; payment of Permits/Licenses.**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**11. Non-Discrimination.**

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped 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 Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
  - i) termination of this Agreement;
  - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - iii) liquidated damages of \$2,500 per violation;

- iv) ... of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of ... due to Contractor under the Contract or any other Contract between Contractor and County.

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

- E. *Compliance with Equal Benefits Ordinance.* 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.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

**12. Retention of Records.**

Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

**13. Merger Clause.**

This Agreement, including the Exhibits 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 this 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 and signed by the parties.

**14. Controlling Law.**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

**15. Notices.**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

**In the case of County, to: Kathryn Ciamarro, Director of Automation  
Human Services Agency  
400 Harbor Blvd., Bldg. A  
Belmont, CA 94002  
650-802-7578**

**In the case of Contractor, to: Vail Duto, CEO  
InTelegy Corporation  
P. O. Box 2578  
Danville, CA 94506  
925-855-6601**

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

InTelegy Corporation

  
\_\_\_\_\_  
Contractor's Signature

Date: 11/10/03

Revised 6/03  
Long Form Agreement/Not Business Associate



**EXHIBIT A**  
**DESCRIPTION OF WORK**

**I. Situation Overview**

The County of San Mateo Human Services Agency (HSA) is implementing a TeleCenter environment to serve the public with the Medi-Cal administration and requirements questions and processes. The TeleCenter design is based on maintaining a high level of customer service while increasing the efficiency of staff through the effective use of technology and appropriate resource allocation. The desired result is an increased ability to process more cases with fewer resources required per case. Technology is a key component to the success of this endeavor. The HSA Business Systems Group is also in the midst of a several distinct yet inter- related projects:

1. TeleCenter Telephone Technology
2. Content and Knowledge Management
3. Imaging Project
4. Computer Telephony Integration

Support of TeleCenter management to ensure process adherence and excellence in call center management is also a critical need this first year of the TeleCenter.

**II. Scope of Work**

Contractor will support the HSA Business Systems Group and the TeleCenter as they implement new and evolving technologies, and provide for technical expertise to support the TeleCenter in its first year of operation and assistance with the integration of the various TeleCenter automation strategies.

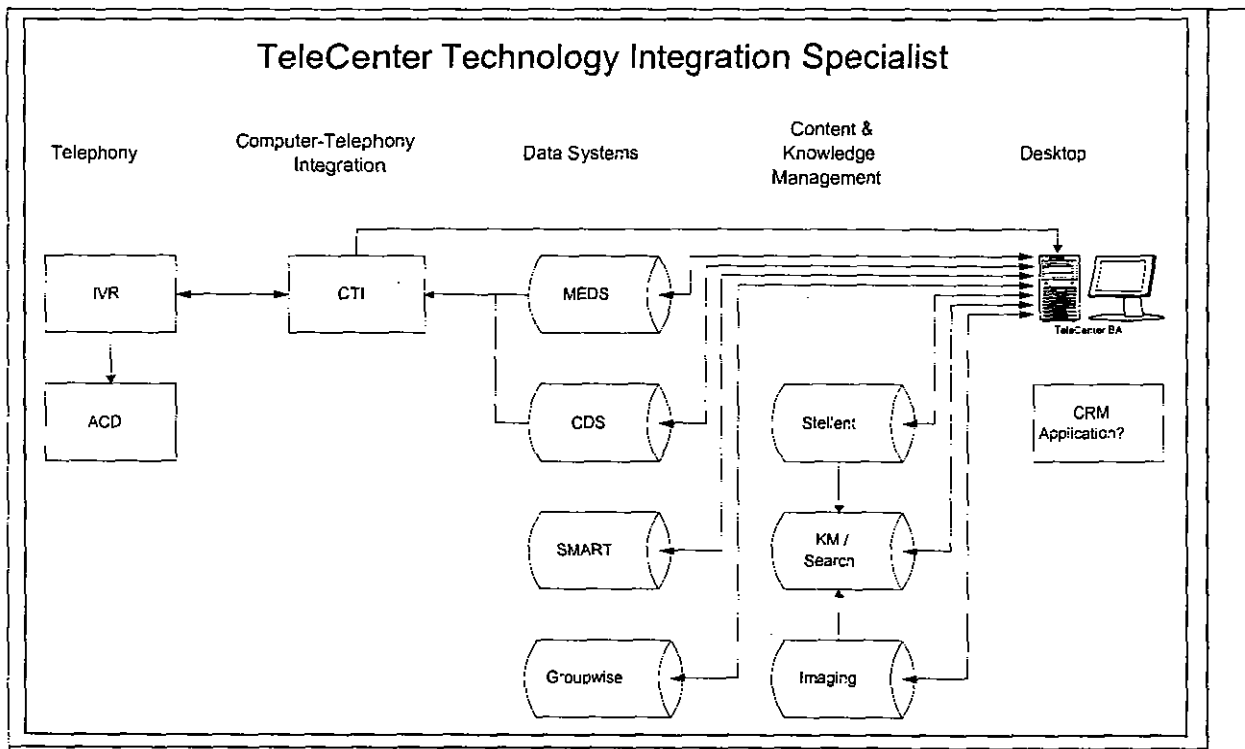
**The Challenge:**

The challenge facing HSA Business Systems group is the requirement for a resource that can bridge the knowledge requirements of a TeleCenter with technology expertise and proven project management skills to make the whole greater than the sum of its parts. The risk of not having this resource is that HSA will expend the resources to develop the various discrete solutions (VRU, IVR, Imaging, Intranet, knowledgebase, advanced IVR functionality) and the individual tools will not optimally service the needs of the TeleCenter nor be efficiently and effectively integrated with each other or other projects currently underway. In short, the tools will not be effective or completed on time and in coordination with the other initiatives. A single point of contact integrating the Business Systems Groups projects, that all tie to the TeleCenter, is the recommended solution to meet the challenge described above.

**The Solution:**

InTelegy recommends and proposes in this scope of work a TeleCenter Technology Integration Specialist that has the TeleCenter experience and expertise as well as the systems and knowledge management experience. The role of the TeleCenter Technology

Integration Specialist would be to insure that all projects are coordinated and are completed with maximum efficiency and effectiveness. Each of the projects are inter-related and require an overall view and on-going coordination. The result of this integration is streamlined access to caseworker data that will result in the efficiency and resource savings anticipated when transitioning to a TeleCenter environment. Technology is a key component to TeleCenter efficiency and effectiveness. Without this coordination and attention to integration of these projects at the agents' desktop, the resource savings anticipated via the TeleCenter environment may not be realized. The diagram below illustrates these inter-related projects that would be coordinated by the TeleCenter Technology Integration Specialist.



## Project Scopes:

### 1. TeleCenter Technology Planning and Implementation

**Technology Implementation:** InTelegy will support the initial and on-going roll out of all TeleCenter technology through:

**Process**

- Implementation of the initial technology testing plans to insure the technology is installed and functioning properly at the TeleCenter agent and management levels.

- Run and analyze IVR, ACD and supporting TeleCenter technology reports to insure accuracy of data collection and appropriateness to the needs of the current TeleCenter environment.
- Develop requirements for further report customization as required.
- Work with HSA to implement required process adjustments and improvement plans through the technology tools available.
- Review call routing reports and work with HSA to implement adjustments to call routing as required.
- Review FAQ 's and intranet/knowledge base tool (**My Best Friend**) and provide support to HSA for adjustments that support the TeleCenter personnel.
- Act as the TeleCenter technology point of contact for user interface issues regarding all data systems: MEDS, CDS, SMART, Groupwise
- Write business rule for access to all data systems.
- Optimize of the initial IVR and ACD configurations
- Review the periodic and trend data to look for ACD and IVR fine tuning opportunities in the first quarter of 2004
- Participate in TeleCenter training regarding the initial technology available to the telecenter. Specifically support the training on November 6<sup>th</sup> regarding VRU and ACD training.

***Deliverable:*** These activities will help ensure that the initial TeleCenter launch meets with success regarding the deployment of these technologies. The TeleCenter staff will be trained on all current technologies during the Oct 28-Nov 6 training class.

***Technology Planning:*** the initial launch of the TeleCenter will highlight the on-going improvements and developments required to realize efficiency and the full potential of the TeleCenter environment. Once the center is launched we will begin planning for the next phase of technology implementation and upgrade. InTelegy will support the long range planning and implementation of this vision through:

***Process***

- TeleCenter Site Review: plan, coordinate and participate in a one day site review of a similar TeleCenter environment implementing technology and best practices TeleCenter process
- Develop the next iteration of activity codes and skill profiles
- IVR implementation (hardware delivered to HSA on 12/2003)
  - Member of IVR configuration team
  - Participate in the final evaluation and vendor selection

- Provide evaluation of the existing IVR routing and a redesign to be implemented on the new IVR
  - Develop system customization requirements
  - Develop scripting and call routing tables
- Planning for IVR integration with knowledge management system
  - Ensure that the necessary foundation for knowledge management and CTI is in place
- Member of IVR acceptance testing team
  - Co-develop overall test plans
- Monitor system performance and submit change requests as required

**Deliverable:** At the end of the Technology Planning stage, the IVR technology will be selected and a plan to integrate this technology with the existing TeleCenter technology will be in place. The Activity Code usage will be tested and new or updated codes will be implemented.

## 2. Content and Knowledge Management Initiative

Easy, efficient and complete access to case files, policies and procedures, and HSA content will be essential for TeleCenter efficiency. Program content and knowledge access require coordination with the intranet redesign project and any proposed changes to Stellent. InTelegy proposes that these projects are part of an overall initiative for Knowledge Management. The Knowledge Management initiative has three distinct yet inter-related projects- Browser Interfaces (Web and Intranet), Content Management (the process and method for acquiring, processing, and posting content to Stellent), and Content Accessibility (the ability to find what you need vs. merely search). Integrating these projects with the current tool set as well as additional tools required for search will support efficient and effective deployment of the technology. Laying this foundation as the requirements for Content and Knowledge Management growth is essential for future deployment. Without this foundation the intranet /Stellent deployment may become cumbersome and ultimately ineffective. InTelegy proposes to specifically manage the following activities:

KM Project Management: establish the Program Office for the KM initiative and ensure overall coordination and compatibility between individual projects

### *Process*

- Develop comprehensive Project Plan- describe the plan in terms of tasks and timelines through MS Project.
- Develop KM standards and glossary in order to drive standardization of terminology, content quality goals, content usage
- Develop KM usage and effectiveness metrics and reporting that may be used to measure the progress and success of the KM initiative

- Draft KM initiative mission statement and org chart. Work with key stakeholders on the collection, analysis, and documentation of business requirements for the overall KM initiative. Key stakeholders include the program manager, customer (users), performing organizations, project team members, and the project sponsor
- Work with H.S.A. project manager/coordinator to synchronize efforts with Marketing, Training, and other essential non-core departments as required
- Maintain close coordination with H.S.A. KM Initiative Project Sponsor, Manager, Lead and BSG management
- Refine the strategy and action items into discrete, inter-related and actionable project plans for the UI, Content Management and Content Access/Usability
- Develop an immediately actionable short term plan in support of the TeleCenter launch
- Identify additional components, solutions, and/or vendors as required
- Get stakeholder buy-in into overall strategy and individual action plans
- Assemble workgroups and/or sessions with key stakeholders as required
- Assemble and guide project delivery teams
- Ensure that the technical staff and any vendors have a clear and complete understanding of the overall vision, and their initial and on-going individual requirements and anticipated contributions in support of that vision

***Deliverable:*** The comprehensive project plan for the Knowledge Management project will ensure that these activities are timely and coordinated. The project management activities will ensure that all departments are coordinated in the effort to establish this new technology. Standards, metrics, reporting, glossary of terms will assist in communicating plans with internal and external stakeholders.

Browser Interface specifications:

***Process***

- Develop self-help strategy in support of both internal and external users
- Work with key stakeholders to understand current challenges, opportunities and expectations
- Coordinate with appropriate H.S.A. staff and/or vendors as required to develop comprehensive and actionable short and long term plans
- Create and manage (once approved) the intranet and internet project plans

***Deliverable:*** A thorough plan for the Browser Interface will be in place to integrate the browser interface with other TeleCenter technologies and to ensure easy access to the KM system by all users.

### Content Processing specifications:

#### ***Process***

- Document current processes from content creation through to posting on content server
- Account for any and all variances in process due to content type and/or source
- Analyze the structure and effectiveness of the current content taxonomy against the newly defined objectives
- Define business rules and policies for content capture, content validation and quality metrics
- Develop detailed process(es) and/or actions plans as required to support the future state objectives in the areas of content acquisition, processing, filing, maintenance and retirement
- Incorporate the concept of controlled content access (public vs. Internal Use Only)
- Set implementation timelines and requirements for transition to new processes
- Develop detailed plan covering the transition with respect to all new content processing
- Define processes and timeline for the restructuring of all existing content in order to conform to the newly defined content standards

***Deliverable:*** Process for content creation and distribution, business rules for content capture, validation and content controlled business rules will be established and implemented.

### Content Access/Usability specifications:

#### ***Process***

- Assess current user experience with respect to content access and content usability
- Drive appropriate requirements into UI project
- Drive appropriate requirements into Content Management project
- Develop discrete access/usability requirements as appropriate in support of a knowledgebase/search RFP
- Determine solution constraints as driven by stakeholders, existing technology, and/or budget
- Develop a list of vendors for participation in the RFP process
- Guide the vendor selection process
- Select and implement a solution
- Appropriate training will be delivered to all users preceding any TeleCenter related technology roll out. The Technology Integration Specialist will coordinate training efforts with appropriate HSA resources as required.

- The Technology Integration Specialist will provide ongoing technical support focused on the utilization and optimization of TeleCenter technology.

**Deliverable:** Access to the KM system will be defined and prepared for roll out to the TeleCenter as well as remote customers. The TeleCenter staff will be trained on the use of the system as it integrates with the other TeleCenter technology.

### 3. Imaging

The files being imaged (case files) are part of an overall content accessibility requirement at the TeleCenter level. The imaging project requires integration with Content Management and or CTI to assist in efficient agent desktop access to the case files. Without thoughtful integration the digital case file repository will become yet another data silo that must be discretely and painstakingly accessed in order to be value to the Medi-Cal staff. The TeleCenter Technology Manager will:

**Process**

- Review current imaging project and understand goals and objectives to the County and as well as specific TeleCenter support
- Be a member of the imaging project specifically representing the TeleCenter
- Insure case files can be easily accessed at the agent level and integrated with the other TeleCenter technology
- Create and support an ongoing process for imaging documents at the TeleCenter level
- Ensure that the imaging project is fundamentally compatible with any potential content management or Computer Telephony Integration solution
- Appropriate training will be delivered to all users preceding any TeleCenter related technology roll out. The Technology Integration Specialist will coordinate training efforts with appropriate HSA resources as required.

**Deliverable:** This process will ensure that the TeleCenter is able to fully utilize the deliverables from the Imaging project and that the Imaging project benefits from the insight regarding the TeleCenter. The Imaging project will also be managed to ensure integration with other TeleCenter technology.

### 4. Computer Telephony Integration

Once the TeleCenter has launched, the initial telephony infrastructure is installed and functioning and basic data systems access is refined and available at the desktop, technology can then be deployed to reduce live call volumes and case load requirements.

**Process:** InTelegy will develop a CTI plan: incorporate the key TeleCenter site tours and best practices in order to develop a plan that will allow

for additional cost savings and resource reductions beyond what is currently being planned for. The plan will include:

- Agent screen pops that tie in current databases and knowledge bases
- Phone self service for 24 hour access to information without a live agent
- A proposal for web self-service

**Deliverable:** A plan will be developed and delivered that integrates CTI technology into current TeleCenter technology and process.

## 5. TeleCenter Ongoing Operations Consultation

InTelegy will also support the successful launch of the Health Insurance TeleCenter through consultative support for TeleCenter management regarding operational processes and call center management and training tactics.

Specifically InTelegy will:

- **Onsite TeleCenter Support:** An InTelegy consultant will be on-site in the TeleCenter two times a month participating in the following activities:
  - Review representative productivity metrics and reports
  - Provide analysis of TeleCenter personnel, processes and supporting technology with resulting impacts and recommendations for improvement
  - Provide a review and analysis of TeleCenter Estimated Call and work volumes, Strategy, Process and Budget to actual results of call and work volumes , personnel productivity and resource requirements . Deliver a synopsis of Projections and goals to actual
  - Monitor phone calls, completing monitoring form and scoring
  - Calibrate monitoring scores with individual Supervisors, provide coaching for supervisor on quality monitoring and feedback processes
  - Provide input on coaching and counseling for individual representatives
  - Provide feedback on TeleCenter enhancements and requirements to TeleCenter management
  - Provide suggestions for ongoing training requirements in support of excellence in customer service processes
- **Monthly TeleCenter Project Scope Review-** a monthly conference call that covers operations, training and technology as they impact the TeleCenter. InTelegy will facilitate a conference with TeleCenter management, with HSA Business Systems Group and all InTelegy Consultants.
- The InTelegy consultant will also be available for as needed phone and e-mail contact to work through unexpected issues in support of the TeleCenter management team and their use of metrics and reporting. This contact will be billed in 15-minute increments.



### III. Timeline by Quarter

Task Name	Proposed Start Dates
<b>TeleCenter Telephone Technology</b>	
- Create project plan technology plan through 2004	Dec 1, 2003
- Optimize existing technology	Dec 1, 2003
- Select and purchase technology	Jan 1, 2004
- IVR Optimization	Mar 1, 2004
<b>Content Knowledge and Management</b>	
- User interface/intranet	Jan 1, 2004
- Content acquisition/ processing	Apr 1, 2004
- Knowledgebase solution	Feb 1, 2004
<b>Imaging</b>	
- Integrate use of imaged case files	Mar 1, 2004
<b>Computer Telephony Integration</b>	
- Data systems analysis	Jun 1, 2004
- CDS/CALWIN, MEDS, SMART, GroupWise	Jun 1, 2004
- Develop CTI plan	Jul 1, 2004
- TeleCenter BA screen pops	Jul 1, 2004
- Web and phone self service	Jul 1, 2004
- Acquire/customize/implement CTI	Aug 1, 2004
- Evaluate viability of CRM/Portals	Aug 1, 2004
<b>TeleCenter Ongoing Operations Consultation</b>	
- Onsite TeleCenter support	Dec 1, 2003
- TeleCenter Project Meetings	Dec 15, 2003

## EXHIBIT B

### AMOUNT AND METHOD OF PAYMENT

In full consideration of the services provided by the Contractor pursuant to this Agreement, County shall pay the Contractor according to the payment schedule described below, not to exceed \$188,000.

<b>TeleCenter Technology Planning and Implementation:</b>	<b>Hourly Rate:</b>	<b>Maximum Monthly Fee:</b>	<b>Term:</b>	<b>Total:</b>
<b>Part Time:</b> Dec 03 TeleCenter Technology Integration Specialist	\$75	\$4,800	1 month- 2 days per week	\$4,800
<b>Onsite Fulltime:</b> Jan 04 thru Dec 04 TeleCenter Technology Integration Specialist	\$75	\$12,000	11 months	\$132,000
<b>Telecenter Technology Planning and Implementation</b>			<b>Not to exceed</b>	<b>\$136,800</b>
<b>Ongoing Operations Consulting:</b>	<b>Fee/hour:</b>	<b>Est. Time:</b>	<b>Term:</b>	<b>Total:</b>
2 Times per Month- On site 2 hours plus preparation and travel	\$250	8 hours/ month	13 months	Not to exceed \$26,000
Monthly TeleCenter Conference Call	\$250	4 hours/ month	13 months	Not to exceed \$13,000
<i>Telecenter analysis and Email or one-on-one phone communication as needed</i>	\$250	<i>As needed; calculated in 15 minute increments</i>		<i>Not to exceed \$13,000</i>
<b>Ongoing Operations Consulting</b>			<b>Not to exceed</b>	<b>\$52,000</b>
<i>Project Total- not to exceed</i>				<b>\$188,000</b>

The County shall pay the Contractor within thirty (30) working days following receipt of invoice by the Director of the Human Services Agency or her designee at the rate of payment set forth in above pursuant to the criteria set forth in Exhibit A of this Agreement

**COUNTY OF SAN MATEO**

**Equal Benefits Compliance Declaration Form**

**I Vendor Identification**

Name of Contractor: InTelegy Corporation  
Contact Person: Vail Dutton  
Address: P.O. Box 257  
Danville, CA  
Phone Number: 925 855-6601  
Fax Number: 925 736-2185

**II Employees**

Does the Contractor have any employees?  Yes  No  
Does the Contractor provide benefits to spouses of employees?  Yes  No

\*If the answer to one or both of the above is no, please skip to Section IV.\*

**III Equal Benefits Compliance (Check one) N/A**

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on \_\_\_\_\_  
(date) and expires on \_\_\_\_\_ (date).

**IV Declaration**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Vail Dutton  
Signature  
CEO  
Title

Vail Dutton  
Name (Please Print)  
11/10/03  
Date

**SAN MATEO COUNTY  
MEMORANDUM**

**DATE:** November 13, 2003

**TO:** Priscilla Harris Morse      FAX: 363-4864      PONY: EPS 163

**FROM:** Carla Damante      FAX: 596-3478      PONY: HSA 210

**SUBJECT:** Contract Insurance Approval

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

CONTRACTOR NAME: InTelegy Corporation

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

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: None

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Agreement provides for them to oversee the integration of the technical components of the Health Services Agency's Medi-Cal TeleCenter.

**The following will be completed by Risk Management:**

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$ <u>2m</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$ <u>1m</u>	<input checked="" type="checkbox"/>	<input 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: Contractor does not have any employees, and, therefore, does not carry Workers' Compensation insurance.

Priscilla Morse  
Risk Management Signature

11-13-03  
Date

# ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR KM  
INTEL-1

DATE(MM/DD/YY)  
10/09/03

**PRODUCER**  
Crist Elliott Machette Ins.  
License #OB17224  
2201 Broadway, Suite 725  
Oakland CA 94612  
Phone: 510-832-8000 Fax: 510-832-5054

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

**INSURED**  
  
**Intelegy Corporation**  
P.O. Box 2578  
Danville CA 94506

INSURER A: **Hartford Insurance**  
INSURER B:  
INSURER C:  
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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	57SBAAU9195	08/01/03	08/01/04	EACH OCCURRENCE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				FIRE DAMAGE (Any one fire) \$ EXCLUDED MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Emp Ben. 1,000,000
A	AUTOMOBILE LIABILITY <input 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	57SBAAU9195	08/01/03	08/01/04	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 EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS: JOIF- TERY ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
Certificate holder is additional insured as respects services provided by the named insured per written insurance contract. New contract October 2003

<b>CERTIFICATE HOLDER</b> N	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b>
SNMTCTY  County of San Mateo Attn: Contract Unit 262 Harbor Blvd. Building A Belmont CA 94002		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 