

**SECOND AMENDMENT TO THE AGREEMENT
WITH ELECTRONIC DATA SYSTEMS
FOR MAINTENANCE FOR THE SERVICE MANAGEMENT RESOURCE TRACKING
(SMART) SYSTEM**

THIS SECOND AMENDMENT TO AN AGREEMENT, entered into on this _____ day of _____, 2004, by and between the COUNTY OF SAN MATEO, hereinafter called "County" and Electronic Data Systems, hereinafter called "Contractor".

WITNESSETH:

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

WHEREAS, on July 1, 2001, the parties entered into an agreement for the purpose of providing maintenance to the Service Management Resource Tracking (SMART) System; and

WHEREAS, on June 25, 2002, the parties entered into a First Amendment for the purpose of extending the term of the Agreement and increasing the amount; and

WHEREAS, the parties now wish to further amend the Agreement, in order to continue to provide system maintenance of existing components to SMART, by increasing the Agreement amount to provide funding to the end of the term.

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

1. Section 1 of the Agreement: **Exhibits** is hereby amended as follows:
 - **Exhibit A2: Program Description** replaces Exhibit A and A1, and is attached hereto and incorporated by reference herein. (New material)
 - **Exhibit B2: Payment Schedule** is hereby added and is attached hereto and incorporated by reference herein. (New Material)
2. Section 2 of the Agreement: **Services to be Performed** is hereby amended to read as follows: "In consideration of the payments hereinafter set forth in Exhibit B, B1, and B2 attached hereto and incorporated by reference herein, Contractor, under the general direction of the Director of the Human Services Agency, or her authorized representative, with respect to the product or result of Contractor's services, shall perform services as described in **Exhibit A2**, attached hereto and incorporated by reference herein."
3. Section 3 A. of the Agreement: **Maximum Amount** is hereby amended to read as follows: "In full consideration of Contractor's performance of the services described in Exhibit A, A1, and A2 the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed **\$429,800 Four Hundred Twenty Nine Thousand Eight Hundred Dollars**, for the contract term."

All other terms and conditions of the Agreement dated June 26, 2001 and subsequent Amendments 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: _____
President, Board of Supervisors
Board of Supervisors

Clerk of the Board

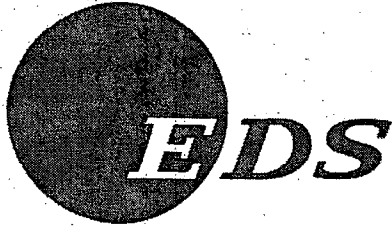
Date: _____

Dated: _____

ELECTRONIC DATA SYSTEMS
client +
MAUREEN FINKAND *Delivery Exec.*
Name, Title - Print

Signature *Maureen Finkand*

Date: *1/14/04*



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

Background

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

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

Scope of Work - Maintenance

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

Scope of Work – Separate Service Customizations

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

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

Reporting of work completed

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

Project Cost – Maintenance Services

This Second Amendment is to add funds, in the amount of \$194,800, to pay for services required by the original Agreement and subsequent amendments for the maintenance support of SMART for the period of October 1, 2003 to June 30, 2005:

- \$8,800 per month for period 010/1/2003 through 06/30/2005, or
- 21 months for a total of \$184,800, plus
- \$10,000 for Separate Services Customization and/or Travel Expenses
- Not to exceed 100 hours per month without prior approval of the San Mateo Director of Automation. Additional hours will be invoiced at the prevailing WCDS separate service rate.

Rates for Separate Services Customizations

- The rate for separate service customizations is \$88 dollars per hour.
- Only hours expended will be invoiced with prior approval of the San Mateo Director of Automation.

Travel Expenses

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

Estimated Travel Expenses:

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

Contact List

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

Heather Hansen
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heather.hansen@eds.com