

**EXHIBIT A - SERVICES**  
**AGREEMENT BETWEEN COUNTY OF SAN MATEO**  
**AND DELOITTE CONSULTING LLP**

*In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:*

**Health Client Data Store**  
*Statement of Work for HCDS Iteration 1*

**1.0 Introduction**

San Mateo County (the County) in conjunction with Deloitte Consulting has successfully developed, implemented and transitioned several information technology applications including an enterprise-wide data warehouse for the Human Services Agency, County of San Mateo. In December, 2005, the Information Services Department had asked Deloitte Consulting to provide a Statement of Work to assist the County with the planning phase of the Health Client Data Store Project (HCDS). The planning phase of the HCDS project resulted in an effort between Deloitte Consulting, Department of Health and Information Services Department to create the Project Charter for the HCDS project. After the successful completion of the HCDS planning phase, the County has asked Deloitte Consulting to submit a Statement of Work to augment County staff in the design, development and implementation of Iteration 1 of HCDS. In particular, the County has requested that Deloitte Consulting provide a Project Manager, a Data Base Administrator (DBA) and an Online Analytical Processing (OLAP) Analyst.

This document includes the activities that will be performed by each of the Deloitte Consulting resources and a set of assumptions. Deloitte Consulting support included in the fixed price of \$620,200 is for the level of effort described below:

**2.0 Deloitte Consulting Project Team Activities**

The specific tasks that will be performed by each of the Deloitte Consulting resources during Iteration 1 of the HCDS project are detailed below. The Deloitte Consulting Project Manager and Project Leadership resources are planned to commence work on June 27, 2006 and the DBA and OLAP Analyst are planned to begin work on August 1, 2007. All resources will complete their activities on or before February 10, 2007.

**2.1 Project Leadership**

- Oversight of Deloitte Consulting resources
- Subject matter expertise
- Steering committee support and alignment

## 2.2 Project Manager

- Finalize and maintain the project work plan
- Assist with finalizing the project development and functional team
- Assign and manage work activities as defined by the project plan
- Generate weekly status reports to key stakeholders
- Facilitate weekly status meetings
- Facilitate monthly steering committee meetings
- Track and manage project risks and issues
- Finalize success criteria for the March 2007 iteration
- Manage scope as defined by the project charter
  - 4 source systems
  - 25-50 business questions (Total number of business questions to be answered by Iteration 1 of HCDS will be determined after the project plan is finalized by the project steering committee)
- Define team roles and responsibilities
- Facilitate project kickoff to set expectations and timelines
- Define issues escalation and manage change control process
- Define deliverable approval process and manage this process
- Proactively escalate issues that have an impact on the successful completion of Iteration 1 of HCDS to the Steering Committee and suggest issue resolution options
- Provide data warehousing subject matter expertise in the creation of the following
  - Business requirements matrix
  - Report templates
  - Hierarchy development
  - Metadata development approach
  - Logical and physical staging area and data warehouse dimensional model
  - ETL mapping approach
  - Data validation approach
  - User acceptance testing approach
  - Training approach
  - Technical architecture, infrastructure planning, and tool selection
  - Facilitate communication of requirements to team leads in the above areas
  - Provide requirements and subject matter expertise to the team leads in the above areas
  - Incorporate into overall status report if required
- Provide knowledge transfer on project management activities to designated County staff

**2 3 Database Administrator**

**Working closely with the County DBA**

- Develop logical and physical data model for staging area
- Develop logical and physical data model for data warehouse
- Implement data mart/data staging database for development, test, and production environments
- Develop and implement database archive, backup, and recovery process
- Provide input into technical architecture, infrastructure planning, and tool selection
- Participate in system testing of the ETL process
- Provide knowledge transfer on DBA activities to designated County staff and any required documentation on these activities

**2 4 Online Analytical Processing (OLAP) Analyst**

**Working closely with the County OLAP Analyst**

- Design report templates
- Design and develop required data hierarchies
- Design and develop ad hoc reporting environment
- Create security matrix (user groups and roles) for ad hoc and report environment
- Create report mock ups
- Develop reports
- Implement security for ad hoc environment and for reports
- Schedule reports for automated delivery
- Provide input into technical architecture, infrastructure planning, and tool selection
- Participate in system testing of the ad hoc environment and reports
- Assist the County ETL analysts with data validation activities
- Assist with user acceptance testing of reports
- Provide knowledge transfer on OLAP activities to designated County staff and any required documentation on these activities

**2 5 Planned Level of Effort**

- Project Leadership As required
- Project Manager 45 hours per week
- DBA 40 hours per week
- OLAP Analyst 40 hours per week

### 3 0 Assumptions

Deloitte Consulting has developed this statement of work with the following assumptions

### 3 1 Project Management

- A communication and escalation path will be clearly defined by the County during project inception
- Timely review of all deliverables by key stakeholders is expected for timely completion of work per the schedule specified in the finalized work plan
- County will prioritize requirements at the end of the requirements phase and design phase Deloitte Consulting will make recommendations for controlling scope in order to meet the project schedule at the end of the requirements and design phase
- Those business questions for which there is either no data in the source system or data quality is poor will not be addressed in HCDS iteration 1. Deloitte Consulting project manager will report to the Steering Committee on the state of the data at the end of the design phase of the project. Data quality tasks will be conducted jointly by the Deloitte Consulting DBA and County ETL analysts
- County will provide timely resolution of the County controlled issues that affect the project plan and schedule
- Review and comments on deliverables by County representatives will occur in a cooperative, timely, and ongoing manner. HCDS work plan is predicated upon 5 days of deliverable review period
- County will provide executive support and communications on the importance and priority of the project
- Deloitte Consulting scope of work will be restricted to the tasks included in Section 2.0 All issues will be tracked in an Issue Resolution Log. These issues will be discussed in the weekly status meetings and will be resolved in an expedited manner
- County will complete all activities it is responsible for by the frames as outlined in the finalized HCDS project work plan

### 3 2 Resources

- County will make the appropriate business and technical resources available for the timely completion of this phase of work
- Project staffing should be in place prior to project kick off. County will provide staff to fill all positions included in the project charter for HCDS
- County staff will be available for meetings as required
- Deloitte Consulting staff will always remain under the direction of the Deloitte Consulting Project Partner
- Deloitte Consulting will provide knowledge transfer to County designated resources on the activities for which they have responsibility

- Deloitte Consulting assumes that all County individuals receiving knowledge transfer will be trained in the necessary technologies. Deloitte Consulting will not provide software tool training to County resources.

### **3.3 Other**

- County will provide the appropriate documentation or knowledge required for timely completion of this scope of work.
- County will provide necessary working space and system access to Deloitte Consulting in order to execute our role successfully.
- Appropriate software must be available to project team (MS Project, Data modeling tool such as Erwin or Visio).
- If there are any organizational standards or protocols that need to be followed, the County should make these policies easily available for reference.
- County will provide the facilities, hardware and software including PCs, printers, fax, connectivity to the Local Area Network and the Internet, office supplies, etc. to the Deloitte Consulting staff working on the project. These facilities will be made available on 24 hours a day, 7 days a week basis.

# EXHIBIT B – PAYMENTS AND RATES

## AGREEMENT BETWEEN COUNTY OF SAN MATEO AND DELOITTE CONSULTING LLP

*in consideration of the services provided by Contractor in Exhibit A, County shall pay Contractor based on the following fee schedule:*

### **1 Payment Terms**

On the first of each month, starting on August 1 and finishing on February 1, 2007, Deloitte Consulting will deliver to the County Project Manager the following:

- A status report that documents all tasks completed by each Deloitte Consulting resource during the previous month and tasks planned for the following month
- A summary of hours worked for each resource
- A monthly invoice for \$88,600 equal payments based on the planned level of effort described in Exhibit A, valued at \$153 per hour

Except as may be agreed by written change order, the amount for the activities included in this statement of work will not exceed \$620,200.

The methods and techniques used to provide services to the County are within the Contractor's discretion, but subject to County Information Services Department's technology policies, guidelines, and requirements. The amount of time, specific hours, and location of the performance of Contractor's services is left to the Contractor's discretion provided that Contractor coordinates with County departments as needed.

### **2 Additional Effort**

Should the County desire additional Deloitte Consulting effort beyond that described in Exhibit A, such additional effort will be incorporated in a written change order at a rate of \$153 per hour.

**Attachment H**  
**Health Insurance Portability and Accountability Act (HIPAA)**  
**Business Associate Requirements**

Definitions

Terms used, but not otherwise defined in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103, 164.304 and 164.501 (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. *Designated Record Set* – “Designated Record Set” shall have the same meaning as the term “designated record set” in Section 164.501.
- b. *Electronic Protected Health Information* – “Electronic Protected Health Information” (“EPHI”) means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Contractor from or on behalf of County in connection with Contractor’s performance of services under the Agreement.
- c. *Individual* – “Individual” shall have the same meaning as the term “individual” in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- d. *Privacy Rule* – “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- e. *Protected Health Information* – “Protected Health Information” shall have the same meaning as the term “protected health information” in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County in connection with Contractor’s performance of services under the Agreement.
- f. *Required By Law* – “Required by law” shall have the same meaning as the term “required by law” in Section 164.501.
- g. *Secretary* – “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- h. *Security Incident* – “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations on an information system, but does not include minor incidents that occur on a daily basis (such as scans, “pings”, or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate).
- i. *Security Rule* – “Security Rule” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

## Obligations and Activities of Contractor

- a Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law
- b Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement
- c Contractor agrees to mitigate to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement
- d Contractor agrees to report to County any use or disclosure of the Protected Health Information of which it becomes aware not provided for by this Agreement
- e Contractor agrees to ensure that any agent including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information
- f If Contractor has protected health information in a designated record set, Contractor agrees to provide access at the request of County, within thirty (30) days of the receipt of the request by the engagement principal of Contractor, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164 524
- g If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164 526 at the request of County or an Individual within thirty (30) days of the receipt of the request by the engagement principal of Contractor
- h Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information and EPHI received from, or created or received by Contractor on behalf of County available to the Secretary, in a time and manner designated by the Secretary for purposes of the Secretary determining County's compliance with the Privacy Rule
- i Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164 528



- j Contractor agrees to provide to County or an Individual within thirty (30) days of the receipt of the request by the engagement principal of Contractor, information collected in accordance with Section (n) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164-528
- k Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of County
- l Contractor shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI
- m Contractor shall report to County any Security Incident directly affecting EPHI within 5 business days of the engagement principal of Contractor becoming aware of such incident

Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by County.

Contractor may also use Protected Health Information it creates or receives for or from Company for Contractor's proper management and administration or to carry out Contractor's legal responsibilities. Contractor may disclose such Protected Health Information for Contractor's proper management and administration or to carry out Contractor's legal responsibilities only if:

- (1) The disclosure is Required by Law, or
- (2) Contractor obtains reasonable assurance from any person or organization to which Contractor will disclose such protected health information that the person or organization will
  - (a) Hold such protected health information in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person or organization or as Required by Law, and
  - (b) Notify Contractor (who will in turn promptly notify County) of any instance of which the person or organization becomes aware in which the confidentiality of such protected health information was breached

Obligations of County

- a County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164 520, as well as any changes to such notice
- b County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures
- c County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164 522

### Permissible Requests by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County

### Duties Upon Termination of Agreement

- a Upon termination of the Agreement for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible, such as in the event that the retention of such Protected Health Information by Contractor is required by law, regulation, professional standards, or reasonable business practice to evidence Contractor's services, or under such other conditions upon which the Parties mutually agree, and Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

### Miscellaneous

- a *Regulatory References* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b *Amendment* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for the Parties to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c *Survival* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement for so long as Contractor retains any Protected Health Information.
- d *Interpretation* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits the Parties to comply with the Privacy Rule.
- e *No Third Party Beneficiaries* Nothing contained in this Schedule is intended to confer upon any person (other than the parties hereto) any rights, benefits, or remedies of any kind or character whatsoever, whether in contract, statute, tort (such as negligence), or otherwise, and no person shall be deemed a third-party beneficiary under or by reason of this Schedule.

ATTACHMENT I

**Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended**

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto

The Contractor(s) gives give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes recognize and agrees agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s)

The Contractor(s) (Check a or b)

- a Employs fewer than 15 persons
- b Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation

Lynda Gibson  
Name of 504 Person - Type or Print

Deloitte Consulting LLP  
Name of Contractor(s) - Type or Print

50 Fremont Street  
Street Address or P O Box

San Francisco, CA 94105  
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge



\_\_\_\_\_  
Signature

Principal  
Title of Authorized Official

6-19-06  
Date

\*Exception DHHS regulations state that

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible "

## Waiver Request Memo

**Date:** 6/12/06  
**To:** County Manager's Office  
**From:**  Chris Flatmoe, CIO/Director of ISD / Charlene A. Silva, Director of the Health Department  
**Subject:** Waiver Request

The following waiver and/or modification is being requested

Equal Benefits Ordinance \_\_\_\_\_  
Non-Discrimination Enforcement Language   X    
Extending the contract beyond three years \_\_\_\_\_  
Contractor Employee Jury Service Ordinance \_\_\_\_\_

to enter into or amend a contract with Deloitte Consulting LLP for consulting services in the amount of \$620,200

This waiver and/or modification is necessary and in the best interest of the County for the following reason(s)

- Necessary in order to respond to an emergency
- Sole Source
- No compliant contractors are capable of providing the goods/service
- Inconsistent with a grant, subvention or agreement with a public agency
- Is part of a Cooperative or Joint Purchasing Agreement
- Other

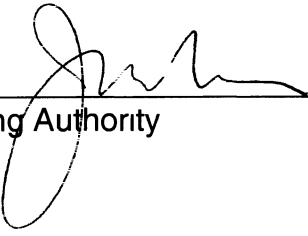
Included is a detailed explanation of the reason(s) checked above

The County has made the establishment of interoperable databases a priority. In ISD we have developed a framework for database interoperability called the Applicable Client Record Search or ACRS. The first opportunity to implement ACRS will be between the Health Department and the Human Services Agency (HSA). Deloitte Consulting worked extensively on the development of the data warehouse for HSA and was chosen to help develop a strategy for department-wide data organization and reporting for the Health Department based on that experience. While working with Health, Deloitte became very familiar with the automation systems in the Health Department as well as the ACRS architecture. Although, Deloitte complies with the County's non discrimination verbiage and penalties, they have modified the section by removing the County Manager's authority to examine records, the Contractor's responsibility of reporting any filings, and removing the liquidated damages portion of the penalty section. ISD recommends approving this modification to the non discrimination in the best interest of the County because this Agreement is a critical part of the County's strategy for database interoperability.

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- 
- Approved
  - Not Approved

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Signing Authority

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6-13-06  
Date

**County Counsel Review Form**

Date June 16, 2006  
 To Judith Holber  
 From Pamela Watson  
 Subject Agreement Review and Approval – Deloitte Consulting LLP

Contractor Deloitte Consulting LLP

Maximum Amount \$620, 200

Rate of Payment Monthly in the amount of \$88,600

No changes on the standard agreement form

The following sections have been changed on the “standard” agreement

	<i>[For County Counsel Use Only]</i>	<i>[For County Counsel Use Only]</i>
Section 1 Exhibits and Attachments		Discussed w/ ISO
Section 3 Payments		↓
Section 4 Term and Termination		
Section 7 Hold Harmless		
Section 9 Insurance		
Section 10 Compliance with laws, payment of permits/licenses		
Section 11 Non-Discrimination		
Section 12 Retention of Records, Right to Monitor and Audit		
<b>REVISIONS</b>		
Section 16 Confidentiality		
Section 17 Ownership		
Section 18 Limitation on Damages		
Section 19 Other Terms		

**Modifications** (Please specify modifications to be made below Use additional paper if needed):

- Section 1 – Contractor modified Attachment “H”
- Section 3 – Contractor modified standard for withholding payment



- Approve Agreement/Exhibits/Attachments with the modifications that have been described
- Approve Agreement/Exhibits/Attachments
- Section 4 – Contractor deleted "become the property of the County "
- Section 7 – Contractor replaced the County's long form verbiage with short form verbiage
- Section 9 – Modification approved by Risk Management
- Section 10 – Contractor added "as may be required to comply with the Acts cited above"
- Section 11 – Contractor has deleted "breach of this Agreement " . monetary penalty, CMO's authority to examine reports, and contractor reporting to CMO filing
- Section 12 – Contractor revised verbiage and deleted the reporting and record keeping subsection


  
 \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

6/16/06

# MARSH

# CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
NYC-002502383-06**PRODUCER**MARSH USA INC  
1166 AVENUE OF THE AMERICAS  
NEW YORK NY 10036-2774  
Attn (212) 345-5000

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 AMERICAN HOME ASSURANCE CO

## COMPANY

B

## COMPANY

C

## COMPANY

D

530003-D&amp;T-CAS-05 06

**INSURED**Deloitte & Touche USA LLP  
Deloitte Consulting LLP  
10 Westport Road  
P O Box 820  
Wilton CT 05897-0820**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 AGGREGATE 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	721737	06/01/06	06/01/07	GENERAL AGGREGATE \$ 2 000 000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS COMP/OP AGG \$ 2 000 000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1 000 000
	<input type="checkbox"/> OWNERS & CONTRACTORS PROT				EACH OCCURRENCE \$ 1 000 000
					FIRE DAMAGE (Any one fire) \$ 1 000 000
					MED EXP (Any one person) \$ 10 000
A	AUTOMOBILE LIABILITY	3013451	06/01/06	06/01/07	COMBINED SINGLE LIMIT \$ 1 000 000
A	<input checked="" type="checkbox"/> ANY AUTO	3013452 (TX)	06/01/06	06/01/07	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON OWNED AUTOS				
	<b>GARAGE LIABILITY</b>				AUTO ONLY EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY \$
					EACH ACCIDENT \$
					AGGREGATE \$
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	7004880 (AOS)	06/01/06	06/01/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER
A		7004878 (CA)	06/01/06	06/01/07	EL EACH ACCIDENT \$ 1 000 000
A	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE	INCL 7004879 (ND NY OH TX WA WI WV)	06/01/06	06/01/07	EL DISEASE POLICY LIMIT \$ 1 000 000
A		EXCL 7004807 (OR)	06/01/06	06/01/07	EL DISEASE EACH EMPLOYEE \$ 1 000 000
A	OTHER WC controlled	7004806 (FL)	06/01/06	06/01/07	

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS****CERTIFICATE HOLDER**Deloitte & Touche USA LLP  
Deloitte Consulting LLP**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 OR THE ISSUER OF THIS CERTIFICATE

MARSH USA INC

BY Nancy Bartolino

*Nancy Bartolino*

MM1(3/02)

VALID AS OF 06/01/06

# MARSH

## CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
NYC-002513318-01

**PRODUCER**

Marsh USA Inc  
1166 Avenue of Americas  
New York NY 10036

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

COMPANY

B

NATIONAL UNION FIRE INSURANCE COMPANY OF

COMPANY

C

COMPANY

D

709965-DTT-MSTR-06-07

**INSURED**

Deloitte & Touche USA LLP  
and all other firms, entities and persons owned, controlled by or associated with the foregoing as more fully described in the Policy.

**COVERAGES**

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

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. AGGREGATE 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
	<b>GENERAL LIABILITY</b>				
	COMMERCIAL GENERAL LIABILITY				GENERAL AGGREGATE \$
	CLAIMS MADE OCCUP				PRODUCTS COMPOUND AGG \$
	OWNERS & CONTRACTORS PROT				PERSONAL & ADV INJURY \$
					EACH OCCURRENCE \$
					FIRE DAMAGE Any one fire \$
					VEH EXP Any one person \$
	<b>AUTOMOBILE LIABILITY</b>				
	ANY AUTO				COMBINED SINGLE LIMIT \$
	ALL OWNED AUTOS				BODILY INJURY Per person \$
	SCHEDULED AUTOS				BODILY INJURY Per accident \$
	HIRER AUTOS				PROPERTY DAMAGE \$
	NON-OWNED AUTOS				
	<b>GARAGE LIABILITY</b>				
	ANY AUTO				AUTO ONLY EACH ACCIDENT \$
					OTHER THAN AUTO ONLY
					EACH ACCIDENT \$
					AGGREGATE \$
	<b>EXCESS LIABILITY</b>				
	UMBRELLA FORM				EACH OCCURRENCE \$
	OTHER THAN UMBRELLA FORM				AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b>				
	EMPLOYER				AGGREGATE \$
	PARTNER/EXECUTIVE OFFICERS ARE				EACH ACCIDENT \$
	OTHER				EACH ACCIDENT \$
B	Professional Indemnity	672-3818	06/01/06	06/01/07	\$1 000 000 each wrongful act/aggregate and in the aggregate

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

- This policy is non-cancellable during the period shown.
- The issuance of this certificate of insurance does not make the person or organization to whom it is issued an additional insured nor does it modify in any manner the contract of insurance between the insured and the insurer.

**CERTIFICATE HOLDER**

Deloitte & Touche USA LLP

**CANCELLATION**

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE SHALL BE REQUIRED TO MAIL \_\_\_\_\_ 0 \_\_\_\_\_ 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 OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC

By Stan Hauff

MM1(3/02)



VALID AS OF 06/19/06