

**AMENDMENT NO. 2 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
AGREEYA SOLUTIONS**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and AgreeYa Solutions, 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, the parties entered into an Agreement for contingency staffing services on November 15, 2011, for the term of December 9, 2011 through December 8, 2014 for an amount not to exceed \$1,500,000;

WHEREAS, the amended the Agreement on December 11, 2012 to add \$2,000,000 for a new not to exceed amount of \$3,500,000;

WHEREAS, the parties wish to amend the Agreement to add up to Six Million Dollars (\$6,000,000), for a new total maximum obligation of Nine Million Five Hundred Thousand Dollars (\$9,500,000) and extend the term to June 30, 2015.

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

1. Section 3 of the Agreement is amended to read as follows:
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 Nine Million Five Hundred Thousand Dollars (\$9,500,000).
2. Section 4 of the Agreement is amended to read as follows:
Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 9, 2011 through June 30, 2015.

This Agreement may be terminated by Contractor, the Chief Information Officer or his/her designee at any time without a requirement of good cause upon thirty (30) 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. 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.

3. Original Exhibit B is replaced with Revised Exhibit B, (rev. 10/1/13).
In no event shall total payment under this agreement exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000). The County will have the right to withhold payment if the County determines that the quantity or quality of work performed is unacceptable.
4. **All other terms and conditions of the agreement dated November 15, 2011, as previously amended, between the County and Contractor 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

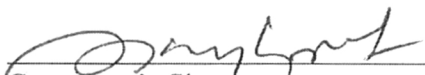
By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

AgreeYa Solutions


Contractor's Signature

Date: 9/10/2013

EXHIBIT B – PAYMENTS AND RATES
AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND AGREEYA SOLUTIONS

In consideration of the services provided by Contractor in Exhibit “A”, County shall pay Contractor based on the following rate schedule:

Performance Level and Experience =>			
Job Description/Classification	CONSULTANT Less than 3 yrs. Experience	SENIOR CONSULTANT 3 to 5 yrs. Experience	PRINCIPAL CONSULTANT More than 5 yrs. Experience
Active Directory Engineer	\$49.20	\$54.00	\$62.50
Analyst – Business	\$48.00	\$53.60	\$62.80
Analyst – Financial	\$49.00	\$56.50	\$64.70
Analyst – Technical	\$52.50	\$58.60	\$65.60
Analyst – Re-engineering	\$53.20	\$58.60	\$67.50
Analyst – Risk Assessment	\$53.50	\$58.60	\$67.50
Architecture Planning & Assessment – Business	\$54.00	\$62.50	\$71.40
Architecture Planning & Assessment – Information/Data	\$58.00	\$71.00	\$79.00
Architecture Planning & Assessment – Security	\$70.00	\$84.00	\$92.00
Architecture Planning & Assessment – Technical	\$58.00	\$71.00	\$79.00
Data Administration	\$58.30	\$67.50	\$77.50
Data Warehouse	\$63.50	\$75.00	\$82.00
Data Warehouse Reporting -Business Intelligence/Cross-function analytics	\$50.70	\$58.50	\$63.00
Database – MS Access	\$54.00	\$62.00	\$71.00
Database – DB2	\$61.00	\$72.50	\$78.90
Database – Oracle	\$66.70	\$78.80	\$88.80
Database – MS SQL	\$66.40	\$74.60	\$83.20
Database – Design/Architect	\$72.30	\$82.30	\$91.70
Deployment Specialist- CA Service Desk Plus	\$74.30	\$83.60	\$92.50
Desktop – Application (Design & Development)	\$46.30	\$52.30	\$62.00
Desktop – Operation System	\$30.00	\$35.00	\$41.00
Desktop – Security	\$46.20	\$53.50	\$61.20

Desktop – Support	\$28.80	\$38.50	\$49.50
Developer/Application Specialist – Java/JSP/Servlets/XML	\$65.70	\$78.00	\$87.80
Developer/Application Specialist – .NET/ASP/Visual Basic	\$65.70	\$78.00	\$87.80
Developer/Application Specialist – PHP (Hypertext Preprocessor)	\$65.70	\$78.00	\$87.80
Documentation Specialist	\$47.20	\$52.50	\$61.50
E-Commerce Specialist -Application Integration/Online transaction development	\$58.30	\$67.50	\$77.50
Facilitation	\$47.50	\$51.70	\$58.60
GIS/Geospatial Support	\$67.00	\$79.00	\$98.00
Healthcare Application Consultant	\$78.30	\$91.60	\$102.50
Healthcare Application Consultant – Clinical Applications	\$78.30	\$91.60	\$102.50
Healthcare Application Consultant – Decision Support	\$74.30	\$83.60	\$91.70
Healthcare Application Consultant – Electronic Health Record (E.H.R.)	\$78.30	\$91.60	\$102.50
Healthcare Application Consultant – Financial Applications	\$73.00	\$86.00	\$97.50
Healthcare Application Consultant – Meaningful Use	\$73.00	\$86.00	\$97.50
Healthcare Application Consultant - Siemens	\$78.30	\$91.60	\$102.50
Healthcare Integration Specialist	\$78.30	\$91.60	\$102.50
Healthcare iDoc – Inpatient or Ambulatory	\$74.50	\$90.60	\$101.50
Healthcare iNurse, RN – Inpatient or Ambulatory	\$73.50	\$90.60	\$101.50
Healthcare IT Project Management	\$50.90	\$60.70	\$70.70
Healthcare IT Project Management – Electronic Health Record (E.H.R.)	\$51.70	\$62.50	\$71.50
Healthcare IT Strategy Planning	\$55.00	\$65.00	\$75.00
Mainframe/Mid-Range - Operating System	\$50.00	\$60.00	\$65.00
Mainframe/Mid-Range – Operations	\$50.00	\$55.00	\$60.00
Mainframe/Mid-Range – Security	\$57.00	\$63.00	\$71.00
Mainframe/Mid-Range – Support	\$45.00	\$50.00	\$55.00
Modeling – Business	\$58.60	\$68.50	\$74.20
Modeling – Data	\$58.60	\$68.50	\$74.20
Modeling – Event	\$52.50	\$60.50	\$68.70
Modeling – Location	\$54.50	\$62.50	\$69.50
Modeling – Process	\$52.50	\$60.50	\$68.70
Network (Data, Radio, Video, Voice) Applications (Design & Development)	\$56.50	\$64.50	\$72.70
Network (Data, Radio, Video, Voice) – LAN/WAN Internet Support	\$40.00	\$45.00	\$50.00
Network (Data, Radio, Video, Voice) – Network / Telecommunications	\$40.00	\$45.00	\$50.00
Network (Data, Radio, Video, Voice) – Operation System	\$40.00	\$50.00	\$50.00

Network (Data, Radio, Video, Voice) – Operations	\$40.00	\$45.00	\$50.00
Network (Data, Radio, Video, Voice) – Security	\$58.50	\$68.70	\$77.50
Network (Data, Radio, Video, Voice) – Support	\$40.00	\$45.00	\$50.00
Network (Data, Radio, Video, Voice) – Voice over IP/IP Telephony	\$58.50	\$68.70	\$77.50
Programmer/Developer - .NET/ASP/Visual Basic	\$62.50	\$69.50	\$78.50
Programmer/Developer - Java/JSP/Servlets/XSLT	\$62.50	\$69.50	\$78.50
Programmer/Developer - JCL/UNIX/C++	\$62.50	\$69.50	\$78.50
Project Management	\$58.00	\$71.00	\$79.00
Quality Assurance	\$45.00	\$50.00	\$55.00
Server – Application (Design & Development)	\$52.50	\$60.50	\$68.70
Server – Operating System	\$42.00	\$47.00	\$52.00
Server – Security	\$50.70	\$58.50	\$66.50
Server – Support	\$36.50	\$41.50	\$48.50
Technical Writer	\$42.00	\$47.00	\$52.00
Testing - System Tester/HP LoadRunner	\$45.00	\$50.00	\$55.00
Training – Courseware Development	\$50.00	\$55.00	\$62.00
Training – Course Design	\$50.00	\$55.00	\$64.00
Training – E-Learning Course Development	\$50.00	\$54.00	\$64.00
Training – Instructor – Led	\$50.00	\$55.00	\$60.00
Web Design & Development – HTML/XML/CSS/Javascript/Jquery	\$52.20	\$56.50	\$62.50
Web Designer – Graphic Artist & UI Design	\$62.00	\$70.50	\$77.50
Web Information Architect	\$67.00	\$73.70	\$85.60
Web Security & Accessibility - Security/ADA/Section 508 Compliance	\$64.50	\$71.50	\$79.50
Web Security Analyst	\$62.00	\$68.50	\$77.50
Web Site Security Consultant	\$58.50	\$63.60	\$71.50
Web Usability Specialist	\$67.00	\$73.70	\$85.60

Contractor will invoice on a bi-weekly basis. Invoice will include Agreement Number, Purchase Order Number, Contractual Staff Name, Hours Billed, Rate, Invoice Number and Invoice Date. The County will submit payment within thirty (30) days of receipt of invoice.

Contractor shall bill County for actual hours worked by contractual staff and not for any legally required work breaks. All time shall be billed at the straight hourly rate and no overtime rates will apply to any hours worked by contractual staff.

Contractor shall not bill County for any expenses incurred by contracted staff without proper approval prior to the start of engagement for specific individual.

Contractor shall not bill County for any contracted staff whose performance is deemed unsatisfactory and terminated within one week of their start date. If County informs Contractor within one week of unsatisfactory performance by contractual staff, Contractor will solely be responsible for compensating that individual.

In no event shall total payment under this Agreement exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000).

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.



Schedule A

Statement for Agreement for Individual Consultant Engagement

Contractor: _____ Resolution Number: _____

P.O. Number: _____ Cost Center #: _____

Master Contract Dated: _____ Dept/ Division: _____

Schedule Number: _____ Project Name: _____

Consultant
Name: _____

Job Description/ Classification: _____

Performance Level and Experience: _____ Regular Hourly Rate: _____

Date Assigned: _____ End Date: _____

Other: _____

Work Description:

For: (CONTRACTOR NAME)

For: County of San Mateo

(Signature)

(Name)

(Title)

(Date)